

MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND

MICHIGAN COUNCIL 25

LOCAL 1023

**OF THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

EMERGENCY SERVICES

OPERATORS CHAPTER

2005 – 2009

**2005-2009 MASTER AGREEMENT BETWEEN THE CITY OF DETROIT AND
AFSCME, EMERGENCY SERVICES OPERATORS CHAPTER - LOCAL 1023**

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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 1023, Emergency Services Operators Chapter, Michigan Council #25 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the UNION).

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

PURPOSE AND INTENT

- A. The general purpose of this Agreement is to set forth wages, hours, terms and conditions of employment for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City of Detroit in its capacity as an Employer, the Employees, the Union and the people of the City of Detroit.
- B. The parties recognize that the interest of the community and the job security of City employees are dependent upon the parties working together toward achieving the goal of customer service excellence for citizens, business 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 the Michigan Public Employment Relations Act, 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 for all employees in the Emergency Services Operator (01-31-33) classification at the Police Department.

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

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

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

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

All such provisional appointments shall be in accordance with Human Resources Department Rules as adopted by the Civil Service Commission and currently in effect.

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

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

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

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Consistent with the expressed terms of this Agreement:

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

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

C. Except as specifically abridged, delegated, granted or modified by this Agreement or any memoranda or letters of understanding 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. 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 or work area of the Department.
- B. The following information relative to members of the bargaining unit shall be made available to the Local Union President:
 - 1. Vacancies and temporary vacancies
 - 2. Transfers
 - 3. Leaves of absence
 - 4. New hires - and other persons placed in the unit
 - 5. Job openings
 - 6. All new classifications
 - 7. Resignations
 - 8. Retirements
 - 9. Promotions/Demotions
 - 10. Special Assignments as a result of Workers' Compensation
 - 11. Deceased Members

4. UNION RESPONSIBILITIES

The Union, and the members of the bargaining unit under this Agreement, will not engage in nor encourage any strike, sit-down, stay-in, or slow-down.

In the event of such work interference, the Union shall instruct the employees involved that their activities are in violation of the Agreement, and that they may be disciplined up to and including discharge.

The City shall have the right to discipline or discharge any employee participating in such interferences, such judgments of interference being based on all matters of fact and reasonable inferences that may be drawn therefrom, and the Union agrees not to oppose such action when properly taken. It is understood, however, that the Union shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

However, should other persons be involved in strike activities, the ESO employees cannot be ordered to perform an act if such action could be judged to reasonably threaten their personal safety.

5. AGENCY SHOP

- A. Employees not members of the Union who desire membership in the bargaining unit 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 deductions by mail to the assignees' last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments (Chapter 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 and indemnify and hold harmless the City, its agents or employees from any monetary award arising out of such litigation.
- G. If any provision of this Article is invalid under federal law or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

- H. In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his/her rights and responsibilities thereunder, the employer will allow either the President, the Chief Steward or the Steward an opportunity to meet with new bargaining unit members prior to the conclusion of their probationary period(s). The meeting will be allowed to take place privately in an appropriate location at the work site agreeable to management and for a reasonable period.

6. DUES CHECK-OFF

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

- E. The Dues Deduction/Revocation Authority 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/Revocation Authority on each occasion that the employee returns to the payroll.
- F. 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 5-E, F and G shall apply to this section.

7. SERVICE FEE CHECK-OFF

- A. The Employer agrees to deduct from the wages of any employee who is not a member of the Union, all Union service fees as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph D), provided, that the said form shall be executed by the Employee. The written authorization for service fee deduction shall remain in full force and effect during the period of this Agreement and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this Agreement. 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 Articles 5 and 6 of this Agreement.
- C. The Employer agrees to provide this service without charge to the Union.
- D. Service Fee Dues: (See Article 6, Dues Check-Off, Section D)
- E. 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.

8. STEWARDS, CHIEF STEWARD, COMMITTEE PERSON & ALTERNATES

- A. It is mutually recognized that the principle of proportionate representation is a sound and sensible basis for determining the number of representatives.
- B. The Union shall designate one (1) bargaining unit member to serve as Chief Steward and one (1) bargaining unit member to serve as Alternate Chief Steward.

- C. Members of the bargaining unit on each shift shall be represented by one (1) Steward and an alternate Steward who shall be a regular employee working on that shift.
- D. Employees working the afternoon or midnight shift who are selected to serve as Chief Steward or on the grievance committee by the Union, shall bump the least senior employee 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 or as Chief Steward.

All other officers, stewards, or designated representatives who are involved in the Grievance Procedure shall be retained in their respective shifts in their classification.

- E. Upon the effective date of this Agreement, the Union shall promptly provide an up-to-date listing of Local Union President, Chief Steward, Stewards and Grievance Committee person to the Department. The Union shall also promptly provide an updated list of any subsequent changes of the Union representatives to the Department.
- F. Bargaining Unit members shall be represented by a grievance committee, as prescribed in Articles 9 and 10. In the event of the absence of a member of the grievance committee, the Local Union 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.

9. GRIEVANCE PROCEDURE

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

Step 1: Any employee(s) who believes he/she has been unjustly dealt with or that any provision of this 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 supervisors shall release the employee and the steward or chief steward to be off the job without loss of time or pay without undue delay to discuss the complaint.
- D. The parties shall discuss the complaint in a friendly and business-like manner and will make every effort to reach a satisfactory settlement at this point.
- E. In any case where the steward or chief steward is involved, the steward or chief steward, or in their absence the alternate, shall be allowed time off the job without loss of time or pay to investigate and process grievances that may arise under this Agreement.

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

Step 2:

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

Step 3:

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

- B. The grievance committee will consist of the local union president and two (2) representatives of the bargaining unit in accordance with Article 8.
- 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. 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.

NOTE: The Department Director and Local President may agree, in particular cases, to allow a grievant with a suspension less than a major suspension to attend the Third Step meeting.

- 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:

- 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 the 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 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 this Contract 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 5, and the matter is subsequently referred to the arbitration step of the grievance procedure, the arbitrator, upon a finding that the employee is included, shall refer the matter back to City for collection of all amounts due, and the employee shall not be suspended, discharged or dismissed until the arbitration award has been rendered and the parties have had a reasonable time (not to exceed sixty (60) days) to comply therewith.

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

- G. The Union and management agrees that it would be beneficial to the resolution of a grievance to hold the imposition of disciplinary action in abeyance for fifteen (15) days or after the scheduled date for a Third Step meeting to discuss the matter, whichever comes first. However, any additional action(s) by the employee warranting additional discipline in the interim shall be cause for immediate imposition of appropriate disciplinary action. This provision shall not apply in cases of absence without leave, threats or acts of violence, or other disruptive behavior, criminal acts, or instances of suspension pending discharge or discharge.
- 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 bargaining unit; 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 writing 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.

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

11. 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/her pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such pay, if a grievance is filed within the twenty (20) working days within receipt of such paycheck.

12. 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.
- 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. All suspensions shall become effective fifteen (15) days after issuance or after the Third Step grievance hearing has been held and the answer rendered, whichever comes first. These provisions shall not apply in cases of absence without leave, threats or acts of violence or other disruptive behavior, criminal acts or 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 9, and may be processed through arbitration.

Should the Union consider the suspension or discharge of an employee to be improper, the Local Union President or Union Chief Steward 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 9.

NOTE: It shall be the responsibility of the grievant to keep the Union and the 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 will be requested to initial any written complaints or adverse material that is inserted into their personnel file. This in no way will indicate approval/disapproval of department action. Should the employee refuse to initial the material, the Department will note such action.

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:** Upon the effective date of this Agreement, when imposing any discipline on a current charge management will not take into account any prior infractions or disciplinary action taken which occurred more than fourteen (14) months previously.

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.

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.

3. 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 situations.
4. 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 Department.

13. SPECIAL CONFERENCES

- A. A Special Conference for important matters including problems of health and safety and periodic discussions of issues which are of concern to Union members will be arranged between the Local Union President and the Department Head or his/her designated representatives upon the request of either party. Such a meeting shall be between no more than three (3) and at least two (2) representatives of the department, and no more than three (3) and at least two (2) representatives of the Union, two of whom shall be the Local Union President, and Chief Steward. In addition to the above, a staff representative of Council #25, and/or a representative of Labor Relations Division may attend.
- 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 a Special Conference 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 nor pay for time spent in such a Special Conference.

- D. The Union representatives may meet at a place designated by the Department on the Department's property for not more than one (1) hour immediately preceding a meeting with the representatives of the City for which a written request has been made.
- E. 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 at the conclusion of the Special Conference.
- F. In areas where the parties failed to agree, the Employer will submit a written position statement to the Union within ten (10) calendar days.
- G. 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.
- H. 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.

14. HEALTH AND SAFETY

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

A. Complaint Procedure:

1. It shall be the responsibility of the employee to report any unsafe operation to his/her immediate supervisor.
2. If the employee's complaint is not satisfied he/she shall notify his/her 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 Local Safety Committee.
4. If the matter cannot be resolved, it shall become a proper subject for the grievance procedure starting at Step 3 of Article 9.

5. Following report of the alleged unsafe operation to the supervisor and during investigation by the Local Safety Committee, the employee may be reassigned to other available work pending evaluation.
- B. The Local Safety Committee will consist of a Management Safety Representative and the Local Union President. The Local Committee shall:
1. Meet bimonthly 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, test, 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.

15. 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 re-employment rights of employees.

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

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

16. SENIORITY OF UNION REPRESENTATIVES

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

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

The provisions of this Article shall apply to the local president, chief steward, 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 Human Resources Department that such loss of office has occurred, the City shall have thirty (30) days to investigate and make any required displacements.

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

- A. The City reserves the right to reduce the work force for lack of work or lack of funds, or the occurrence of conditions beyond the control of the City, or where such continuation of work would be wasteful or unproductive; provided such actions do not conflict with the terms of this Agreement.
- B. **Notice to Union:** The Union shall receive notice of any reduction in force affecting members of the bargaining unit. Where possible, the City shall give the Union thirty (30) days advance notice prior to issuance of any lay-offs to allow the Union an opportunity to meet with the City to discuss the circumstances of the reduction. Such advance notice to the Union shall be given to Council #25 and the President of the Local.
- 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 lay-off notice from their department. Such laid off employees shall then have those City-wide displacement rights described below.

Employees who have an opportunity to displace a lesser seniority employee in the next lower class in their occupational series, but elect not to exercise such displacement rights and request to be laid off instead, shall not be eligible for these City-wide displacement rights. However, such employees will have those recall, re-employment 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 employees 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 lay-off of the employees having such displacement rights, if possible, but, in any event shall be implemented within sixty (60) calendar days of the lay-off 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, Re-employment 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 the classification covered by this Agreement shall be made available to Council #25 and the Local President.

2. In addition to the recall rights described above, the City shall implement policies and practices for re-employment 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, re-employment 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 re-employment 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 re-employment to available positions in the other bargaining unit.

H. **Multiple Titles:** In determining an employee's rights under this Article, an employee can have permanent seniority in only one class at a time. An employee who carries a multiple title shall be treated as having permanent seniority in the lowest part of his/her multiple title.

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

I. **Notice Requirements:** 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 lay-off 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 lay-off 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 re-employment 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 re-employment 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 re-employment procedures shall be a proper subject for Special Conference between the parties.
- K. **Discontinuance of Entire Operations:** When operations or Departments are discontinued, employees affected will be given available work in the City in accordance with the Reduction in Force Article of this Agreement.

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

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

18. 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 Unemployment Insurance Agency under the Michigan Employment Security Act.

B. Supplemental Unemployment Plan:

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

Section 1. Application for Supplemental Unemployment Benefits.

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

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

- a) such layoff
 - 1) was from the Bargaining Unit;
 - 2) occurred in a reduction in force;
 - 3) was not for disciplinary reasons and was not a consequence of (i) any strike, slowdown, work stoppage, picketing (whether by his/her bargaining unit or any other), or concerted action, or any dispute of any kind involving City employees, or (ii) any fault attributable to the applicant, or (iii) any war or hostile act of a foreign power (but not government controls or regulation connected therewith), or (iv) sabotage or insurrection, or (v) any act of God and
 - 4) was not self elected.

- b) with respect to such week, the applicant:
 - 1) had sufficient seniority to be eligible for one week's benefit,
 - 2) has registered at and has reported to an employment office of the Michigan Unemployment Insurance Agency as required by the MUIA;
 - 3) has received unemployment compensation from MUIA 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 Workers' 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 misrepresents 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 MUIA Unemployment Benefit check for the week with respect to which application for S.U.B. is made, or to submit evidence satisfactory to the City of receipt or entitlement to receive a MUIA 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 (\$45.00) dollars.

Section 5. Duration of Supplemental Benefit

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

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

19. TEMPORARY ASSIGNMENTS

- A. 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. 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.
- C. 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.
- D. 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.
- E. Health and Safety issues arising from out-of-class assignments shall be handled in accordance with procedures set forth in Article 14 - Health and Safety.

20. PROBATION PERIODS

- A. Probation periods are recognized as “working test” periods used to supplement other evaluations to determine whether the employee fully meets the qualifications of the class. Probation periods are required in all cases of initially certified new hires, employees transferred or promoted, employees recertified to a new title, reinstated employees and other cases as provided in Human Resources Department Rules.
- B. The length of the probation period for all employees hired, promoted, transferred or placed into the classification represented by this Union shall be six (6) months.
- C. In the case of initially certified new hires, the Union shall represent the employee during the probation period for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged and suspended employees for other than Union activities.
- D. During an employee’s initial hire probation period, the employing department may, in accordance with Human Resources Department Rules, extend the probation period or take action to discharge the employee as a probationary employee. In the case of an unsatisfactory employee who has classified status, the employing department may extend the probation period or take action reverting the employee to his/her former classification, unless a discharge for cause is appropriate. The department shall notify the Union President of the reasons for any extension of probation.
- E. When an employee satisfactorily completes the probationary period, he/she shall be entered on the seniority list for the bargaining unit.

21. VOLUNTARY DEMOTION

When an opening has been declared to exist within the department and an employee has made proper application for demotion, every effort will be made to effect the demotion of the employee from his/her present position within thirty (30) days of approval.

22. CONTRACTUAL WORK

- A. The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for 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 as a direct and immediate result of work performed by an outside contractor.
- B. In cases of contracting or sub-contracting, including renewal contracts, affecting employees covered by this Agreement, the City will hold advance discussion with the Union prior to letting the contract. The Union 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.

23. VETERANS--RESERVES--EDUCATION

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

24. LEAVES OF ABSENCE

- I. **FAMILY 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 (12) 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.

II. **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:

- A. Leaves of absence without pay may be granted for reasonable periods for the following purposes:
 - 1. Temporary physical or mental incapacity.
 - 2. Training related to an employee's regular duties in an approved educational institution.
 - 3. Peace Corps term.
 - 4. Military service.
- B. Leaves of absence may be granted for other reasons than those listed above where in the judgment of the City such leaves are deemed beneficial to the City. Such leaves granted, may be extended for periods up to four (4) years. Seniority of persons on leave of absence shall be governed by the seniority provisions of this Agreement.
- C. Approved absences from work without pay for up to thirty (30) continuous calendar days, but not to exceed a total of thirty (30) scheduled work days in any twelve (12) month period, may be granted by the department director. Leaves of absence for more than thirty (30) continuous calendar days must be approved by the 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, 2005.
- D. To be eligible for a leave of absence in excess of thirty (30) continuous calendar days, the employee must have completed one (1) year of continuous classified service immediately prior to the leave. This requirement shall not apply to leaves for military service 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 re-employment when able to return to work.
- E. **Parenting Leaves:** A parent of a new-born or newly-adopted infant who is eligible for a leave of absence may request a personal leave without pay for purposes of providing parental care or making child care arrangements. Such absence from work shall not exceed a maximum period of six (6) months including any optional use of accrued vacation or other earned time.

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

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

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

- G. **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 of continuous classified service. If the employee has less than one (1) year of continuous classified service, the employee may be granted a voluntary layoff (see paragraph D). 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.

- H. **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.

- I. 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.

FOLLOWING ARE PROCEDURES AND REGULATIONS GOVERNING LEAVES OF ABSENCE:

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

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

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

2. **Length of Leaves of Absence**

- a. Generally, City leaves of absence shall be initially granted for the period requested by the employee and/or as recommended for approval by the employee's employing department, but not to exceed one (1) year. Exceptions to this general proposition are as follows:
 - 1. Approved leaves of absence for health reasons shall be granted for an initial period not to exceed four (4) months. (Four (4) months is the period of time during which an employee on leave for any reason may continue to be covered by the Employee Benefit Plan. Beyond four 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 he/she been employed at the time of the reduction in force.
- b. An employee reporting for re-employment following a leave of absence must be physically and mentally capable of performing the essential duties of the classification for which he/she seeks re-employment. 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 re-employment, 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 U.S. 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.

25. 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 and 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.

26. 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.
- B. Reserve sick leave of five (5) service days shall be granted on July 1 to each employee who was on the payroll the preceding July 1 and who has earned at least sixteen hundred (1600) hours of straight time pay during the fiscal year.
- 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. 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:

**Total Sick Leave Days Used
In Previous Fiscal Year**

**Bonus Vacation Days
To Be Credited on July 1st**

0	6
½ or 1	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. 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:

**Total Sick Leave Days Used
In Previous Fiscal Year**

**Bonus Vacation Days
To Be Credited on July 1st**

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

- 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.

27. UNUSED SICK LEAVE ON RETIREMENT

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

Upon retirement, or death with twenty (20) years of service, an employee shall be entitled to payment of one-half (1/2) of their unused sick leave. Effective July 1, 2003, the payment shall be increased to sixty percent (60%) of the employee's 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.

28. 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 1st.

No employee will be denied a full longevity payment on December 1st because of a temporary unpaid absence of twenty (20) continuous days or less extending through the December 1st date in question, or because he/she failed to meet the qualifying hours specified in the paragraph above due to being on Worker's Compensation.

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

29. WORK WEEK, WORK DAY, SHIFT PREMIUM

A. Standard Service Week:

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

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

- 3. The City and the Union will review departmental work schedules which currently do not provide for consecutive off days. If the parties can agree that scheduling changes which allow for consecutive off days are feasible, such changes will be implemented, provided that such changes do not result in increased costs or loss of productivity.
- 4. Employees will be allowed to submit shift preferences within the location for any new work schedules established pursuant to reviews made in accordance with Section A-3.

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. Coffee breaks of not less than fifteen (15) minutes per shift shall be permitted according to Departmental practice.

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 31 of this Agreement. The provisions of this paragraph shall not apply to any additional operations during the term of this Agreement.

C. Afternoon and Night Shifts:

1. Employees who work regularly scheduled afternoon and night shifts shall receive, in addition to their regular pay, a premium of 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. or between the hours of 11:00 a.m. and 6:59 p.m.

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

- D. All of the provisions of this Article shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit.

30. WORK SCHEDULES

- A. Monthly work schedules will be completed and posted by the Department by the fifteenth (15th) of the preceding month. Employees shall be afforded an opportunity to request their leave days.
- B. Employees will be granted, whenever possible, two (2) consecutive leave days, consisting of a Saturday and Sunday each month.
- C. When the Department anticipates schedule changes, except in an emergency, advance notice will be given to the Union in writing and a special conference will be held prior to the implementation of the schedule change.
- D. The Department will ensure that the leave days are distributed in a fair and equitable manner. Disputes relative to paragraphs B and D may be subject to the provisions of a Special Conference.
- E. Any changes in current starting times will be discussed between the Union and the Department.

31. OVERTIME AND HOLIDAY WORK

- 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.

Prescheduled overtime: work shall be rotated on all shifts starting each July 1st, with the most senior employee. Employees who decline the offer to work the pre-scheduled overtime will be considered to have worked the overtime.

Employees who leave work sick will be deemed ineligible for pre-scheduled overtime work until he/she reports back to roll call. Employees who work four (4) hours or more and leave work on FMLA to go to a medical appointment, regardless of which time bank used, will remain in the overtime rotation.

Emergency overtime: shall be rotated by seniority commencing each July 1st. When there is an opportunity to work emergency overtime it shall first be offered to the employee who is next in the overtime rotation and working the preceding shift on the day in which the overtime is required. Employees who decline the offer to work the emergency overtime will be considered to have worked the overtime.

In the event no one chooses to work the emergency overtime, the lowest seniority employee in the classification, on the preceding shift on which the overtime is required, will be assigned. Emergency overtime based on inverse seniority shall take precedence over any pre-scheduled overtime. If the lowest seniority employee is pre-scheduled to work another shift, then the Senior ESO in Charge may cancel the pre-scheduled overtime and order the employee to "Work No Choice." Employees working pre-scheduled overtime on a shift will not be

required to work emergency overtime; however, that employee may volunteer. The only exception is in the event of a department or city-wide emergency. Employees who decline the offer to work the emergency overtime will be considered to have worked the overtime.

In addition, if emergency overtime is needed on the midnight shift, employees with approved time for that day will not be included in the polling process. If the Senior ESO in Charge cancels the employee's pre-scheduled overtime, so the ESO will "work no choice", then only one (1) overtime box shall be filled, but two (2) boxes will be filled if employee chooses to cancel his/her pre-scheduled overtime.

- B. Holiday work shall be rotated by seniority commencing each July 1st with the highest seniority employee.

Pre-scheduled holiday overtime: When there is a need to work pre-scheduled holiday overtime, it shall first be offered to the employee who is next in the overtime rotation, and working the holiday. In the event there are not enough volunteers for holiday overtime work, then the schedule shall be made according to inverse seniority. Employees who decline the offer to work the pre-scheduled holiday overtime will be considered to have worked the overtime.

Emergency holiday overtime: When there is an opportunity to work emergency holiday overtime, it shall first be offered to the employee who is next in the overtime rotation, and working the holiday the preceding shift on the day for which the overtime is required. In the event there are not enough volunteers for holiday overtime work, then the schedule shall be made according to inverse seniority. Employees who decline the offer to work the emergency holiday overtime will be considered to have worked the overtime.

If management fails to offer the emergency or prescheduled overtime to the employee next in the overtime rotation, upon notification by the union or the employee he/she will be called at the first opportunity to work an assignment which is at the same rate which he/she missed, but if omissions occur three (3) times in a fiscal year, the employee shall be compensated as if worked.

C. **Time and One-Half Overtime:**

1. Hourly Rated Employees - Time and one-half (one-hundred and fifty per cent [150%] of the basic or hourly rate) will be paid to hourly-rated employees as follows:
 - a. All hours worked over eight (8) in one (1) service day except if such time is worked on a seventh day or a holiday.
 - b. All hours worked over forty (40) in one (1) service week except if such time is worked on a seventh day or a holiday. Overtime hours worked (not to be credited at premium time) in excess of four (4) hours and not exceeding sixteen (16) hours in one (1) service week may be substituted in lieu of an equal amount of an employee's regularly assigned forty (40) hours.

- c. All hours worked on shifts starting within eight (8) hours of the quitting time of an employee's previous shift, except for those hours worked on a seventh day or holiday.
 - 2. Salary Rated Employees - Time and one-half shall be credited or paid to salary employees as follows:
 - a. All hours worked over eight (8) in one service day except if such time is worked on a seventh day or holiday.
 - b. All hours worked over forty (40) in one service week except as indicated in Article 31, 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.
- D. **Double Time Overtime:**

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

32. 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, is on a formal leave of absence granted by the Human Resources Department (generally over 30 days) or is laid off. An employee's payroll status not covered by the above shall be subject to a Special Conference. Criteria to be used to determine payroll status will be if the absence of the employee shall be for more than thirty (30) days.

- D. If an employee is absent without just cause on a holiday 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 effective in the year 2003 or eight (8) hours on the 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 this 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 a six or seven day operation. Should two (2) consecutive Holidays or Excused Time Days occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official Holidays.

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

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

K. The City shall have the option to close all or part of its facilities for the Christmas and New Year's holiday season consistent with operating needs and the public service. Employees shall have the option of using vacation, swing holidays, compensatory time or no-pay for any days off during this period. If an employee has 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

December 26, 29, 30, 2008 and January 2, 2009

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

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 V.

33. VACATIONS

A. ELIGIBILITY:

Employees inducted during the course of the fiscal year shall not be eligible for vacation leave without deduction of pay until they shall have earned at least one-thousand hours of paid time, exclusive of overtime or premium time, and until they have attained status as City employees for at least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. Once employees have earned at least 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 per cent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his vacation shall be computed on a fiscal year basis.

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

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

C. VACATION PERIOD:

1. Vacations will, insofar as possible, be granted at a time most desired by employees according to their seniority and in accordance with Article 43 Vacation Selection.
2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day.

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

Employees who are on extended sick leave of one (1) month or more on any 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.

4. 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 per cent of the vacation credit of the previous July 1 multiplied by the number of calendar months in which employees have been paid for not less than one hundred and sixty (160) straight time Regular Payroll hours, and rounded to the nearest whole number. After sixteen hundred (1600) straight time hours are worked in a fiscal year, employees will be entitled to one-hundred per cent (100%) of their next July 1 vacation. Employees who have attained status for at least twelve (12) month but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one year anniversary date to the date of separation by 8.3 per cent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

E. CREDITING VACATION:

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 1,600 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 Article 33-D.

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

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

- G. **RATE DURING VACATION:** Employees will be paid their current base rate while on vacation. Employees with multiple classifications shall be paid an average current rate of pay computed from the ratio of time worked in each classification over the fiscal year immediately preceding such vacation.
- H. If a regular pay day falls during an employee's vacation of one (1) week or more, he/she may request his/her check in advance before going on vacation and such request shall be granted.
- I. Employees will have one day 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.

34. 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 and the employee has actually been performing the duties of the new classification.

35. 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 Agreement (except Article 8-D).
- 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 City will deduct the amount received or due from such jury duty, less any mileage allowance paid for the jury service, from the employee's pay.

36. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL CARE INSURANCE

Additional changes to this Article are reflected in the Memorandum of Understanding Re: Alternative Health Care Plan.

- A. The City shall continue to provide hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service rate under the Michigan Variable Fee Coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2) co-pay (Certificate #87), known as the two dollar (\$2) deductible Drug Rider for employees and their legal dependents, duty disability retirees and their legal dependents, and duty death beneficiaries and their legal dependents, as provided by Chapter 13, Article 8 of the Municipal Code of the City of Detroit. Effective upon issuance of the award, the co-pay for the Prescription Drug benefit was increased to five dollars (\$5) for generic and fifteen dollars (\$15) for brand name.

B. The City will pay up to the following amounts per month for hospitalization:

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

Fifty percent (50%) of any premium charges that exceed the above amounts shall be paid by the employees and fifty percent (50%) shall be paid by the employer. When the City's payroll system has the capability of allowing employees to pay these amounts 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 based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2) co-pay (Certificate #87) known as the two dollar (\$2) deductible Drug Rider as provided by City Council in the 1977-78 Closing Resolution. The City will pay this premium for regular retirees and their spouses for only as long as they receive a pension from the City. For employees who retire (except vested retirees) on or after issuance of the award, the co-pay for the Prescription Drug benefit was increased to five dollars (\$5) for generic and fifteen dollars (\$15) for brand name. For persons who retire (except for vested retirees) on or after July 1, 1986, the City will pay the following amounts per month for hospitalization and medical insurance:

Single person	\$100.06
Two person	\$238.29

Fifty percent (50%) of any increase over these amounts will be paid by the retiree and fifty percent (50%) shall be paid by the City. The City will pay this premium for regular retirees and their spouses only for as long as they receive a pension from the City.

E. The City Blue Cross hospitalization plan for active employees and their dependents shall include Blue Cross Master Medical insurance with a twenty percent (20%) co-pay benefit and a fifty dollar (\$50) per person annual deductible (\$100 for two or more in a family).

F. Employees and retirees shall have the option of choosing alternative hospitalization medical coverage from any plan or program made available by the City. The City's contribution to the alternative plans or programs shall be limited to the premium cost for the level of benefits provided in Paragraphs B and D, as applicable. If at the end of any fiscal year an alternative 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 alternate carriers must account for their premium charges without distinguishing between active and retired employees using the following format:

Single Person
Two Persons

Family

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

The City will make available cost-effective alternative dental plans.

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.

- H. The City will provide Optical Care Insurance through the Employee Benefit Board. Such benefit will include case hardened lenses.

Effective upon issuance of the award, 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.

Coverage for new hires shall begin on the first of the month following 60 days of service. Coverage ends on the last day of the month that employment ends.

- I. 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 arrangement for funding and provided health care benefits.
- J. 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.
- K. The City reserves the right to implement health care cost containment programs 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. If premium levels remain below the amounts listed in the 1982-83 base premium levels for insurance listed in paragraph "B", the City will pay fifty percent (50%) of that amount to an escrow account which shall be used to offset health care costs or increase health care benefits.
- L. Employees on the active payroll who are covered by a health care plan offered by an employer other than the City, and can furnish proof of such coverage, may elect to take an annual \$950 cash payment, payable monthly, in lieu of the hospitalization-medical coverage offered by the City. This election shall take place annually during the open enrollment period.

Once an employee elects the cash payment, the employee will not receive hospitalization-medical coverage until the next year's enrollment period. If the employee loses his 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 and dental plans appear in Exhibit I.

37. 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 shall not be eligible for holiday pay nor earn additional vacation or reserve sick leave when they are being paid Workers' Compensation benefits.
- C. The City agrees to continue hospitalization and life insurance benefits for employees with one or more years of seniority who have been approved for Workers' Compensation benefits for a period of 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.
- D. Employees who are unable to supplement their Workers' Compensation benefit because the amount of overtime worked causes the benefit to meet or exceed 95% 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.

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. (1) Consistent with the Workers' Compensation Act and current City practices, 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 their 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 employees 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.

38. 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¢	\$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</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 \$2,500 Increments	And so forth in \$2,500 Increments	And so forth in \$5,000 Increments

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 PROGRAM:** 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.

39. WAGES

A. **WAGE INCREASE:**

1. **General Wage Increases:**

a.	Effective July 1, 2005	0%
b.	Effective July 1, 2006	0%
c.	Effective Jan. 1, 2007	3%
d.	Effective July 1, 2007	2%
e.	Effective Jan. 1, 2008	3%
f.	Effective July 1, 2008	3%

B. **MISCELLANEOUS:**

1. All salaried employees will have their hourly rate computed by dividing their annual salary by 2080 hours.

2. **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.
3. **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.
4. Step increments shall be automatic.
5. 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.
6. Employee benefits for those employees sixty-five (65) years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee.
7. All Emergency Services Operators 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.

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 overpayment 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.

40. 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.

The above paragraph 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 the Early Service Retirement (actuarially reduced) with twenty-five (25) of more years of service.

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.

- 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 it 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 Agreement, 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 O, 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 greater than 10 years up to 20 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 for each year of service greater than 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 elsewhere in Article 28 of this labor agreement or 2) chose to receive payment of one-quarter (1/4) of their unused sick time and have that sum included in the average final compensation used to compute the membership service pension portion of their retirement allowance.

- J. Effective January 1, 1999, the maximum annual amount payable to an individual on a Duty Disability pension shall be increased \$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 \$9,000 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. Employees shall have the option of selecting from two additional surviving beneficiary options of 25% and 75%.
- O. 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%, or a straight 5%, or a straight 7%.
- P. 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.
- Q. 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.

NOTE: All of the above provision changes will be presented to the Internal Revenue Service and are subject to being final only upon a determination that they are acceptable and approved and will not harm the current favorable tax-exempt status of the General Retirement System.

R. 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 benefit 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 - Emergency Services Operators 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.

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."

41. 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).

42. TUITION REFUND

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.

The maximum amount of the tuition refund shall be increased as indicated below:

- A. 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.
- B. 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.
- C. An eligible employee will be entitled to receive a maximum of \$1200 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.

43. VACATION SELECTION

- A. The Department shall determine the allotment of vacations prior to March 1st each year. The Chief Steward shall have the opportunity to discuss the allotment with management before it is posted. In determining the allotment, the percentage (.5 and over) will be rounded to the next highest full number.
- B. Employees on each shift shall be granted their vacation preference in accordance with the above-mentioned allotment and their seniority provided such requests are submitted between April 1st and May 30th. Approved vacations shall be posted by the following June 15th. Employees must complete and return their vacation requests within three (3) days. Management will designate one supervisor to receive the vacation requests that are submitted on May 31st during platoon one. The supervisor will time stamp, record number order, and forward the request to the vacation coordinator.
- C. Normally, vacations will be scheduled in a single increment. More than one increment may be requested but any request over five (5) consecutive work weeks will be considered a special case and will be granted insofar as it does not adversely affect operations. Vacation selection forms are to be returned to shift supervisors within three (3) working days of issuance (excluding leave days). If an employee fails to submit selection within time limit, the opportunity to make a selection of the round will be considered null and void. The vacation selection process will continue until the end of the seniority list. Employees who do not wish to take their entire vacation in one increment must submit a separate request for each increment desired. Each request should indicate the order of preference in which the

employee would like it considered. First preference vacation requests will be granted prior to the consideration of any second preference requests.

- D. Vacation requests submitted after May 30th shall be handled on a first-come, first-serve basis, insofar as work schedules permit.
- E. Employees who transfer from one shift to another, whether voluntary or involuntary, will be allowed to take their pre-arranged vacation if schedules permit and so far as other pre-arranged vacations are not affected.
- F. Employees may be allowed to liquidate their vacation time, one-half day at a time, where scheduling permits. Should an employee liquidate all his/her vacation time prior to a pre-selected vacation period, the employee shall not be allowed to have time off.

NOTE: For purposes of this Article, Seniority shall be in accordance with the Memorandum of Understanding Re: Other Uses of Seniority.

44. SHIFT PREFERENCE

During the term of this Agreement, employees, by seniority, shall annually be allowed to submit their shift preference in writing. Employees shall make known to management in writing their shift preference for the following fiscal year during the month of March.

The shifts as granted (by management) shall be posted on or before April 15th and shall become effective each July 1st.

NOTE: For purposes of this Article, Seniority shall be in accordance with the Memorandum of Understanding Re: Other Uses of Seniority.

45. NOTIFICATION OF LEGAL ACTION

- A. When an employee is named in a suit or any legal procedure involving actions taken during the performance of their duty, the Department (upon notification) will promptly notify the employee and the Chief Steward of the matter.
- B. The Commanding Officer or designee will meet with the employee involved, and the Chief Steward, as soon as possible to apprise the employee of the status of the legal matter.
- C. The Department will follow the Memo of Understanding regarding indemnification as set forth in this Agreement.

46. UNION BULLETIN BOARD

- A. The City will furnish for use by the Union, one (1) adequate bulletin board to be located at a location mutually agreed to by the Department. The board 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.

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, 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 (in accordance with the Memorandum of Understanding Re: Bargaining Representation on AFSCME, Michigan Council 25 Master Agreement Committees) in order to provide information and assist in their affirmative action activities.

48. 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.

49. MAINTENANCE OF CONDITIONS

Those wages, hours, conditions of employment and current proper practices which are beneficial to the employees and involve mandatory subjects of bargaining 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 49 is not intended to maintain improper practices which are contrary to unambiguous rules which the parties agreed upon at the time this Agreement was signed, but which improper practices may nonetheless have existed in the department at that time; nor is it intended to prevent the City from taking appropriate corrective action to terminate such an improper practice and require that the agreed-upon unambiguous rule be followed for the balance of the term of this Agreement.

50. 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.

51. MODIFICATION AND TERMINATION

It is agreed between the parties that this contract shall continue in full force and effect until 11:59 P.M., June 30, 2009. If either party desires to modify this contract they shall give written notice during the month of February, 2009. 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, 2009, 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, 2009.

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.

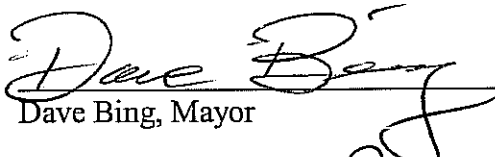
IN WITNESS WHEREOF, the parties hereto have executed this Agreement

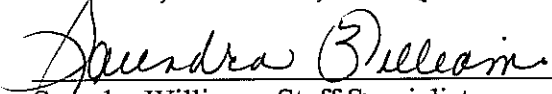
Dated This 19th Day of June, 2009.

AFSCME LOCAL 1023, EMERGENCY
SERVICES OPERATORS CHAPTER

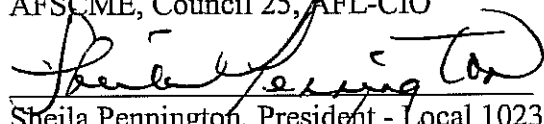
CITY OF DETROIT


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


Dave Bing, Mayor

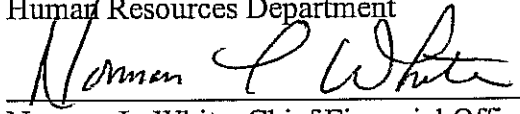

Saundra Williams, Staff Specialist
AFSCME, Council 25, AFL-CIO


Barbara Wise-Johnson, Director
Labor Relations Division

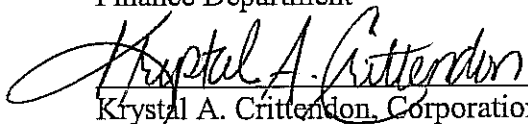

Sheila Pennington, President - Local 1023
AFSCME, Council 25, AFL-CIO


Shannon A. Holmes, Director
Human Resources Department

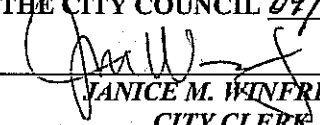

Phillip Hale
Bargaining Committee Member


Norman L. White, Chief Financial Officer
Finance Department


Harvey Pierce
Bargaining Committee Member


Krystal A. Crittendon, Corporation Counsel
Law Department

APPROVED AND CONFIRMED BY
THE CITY COUNCIL 09/22/09


JANICE M. WINFREY
CITY CLERK

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF DETROIT

and

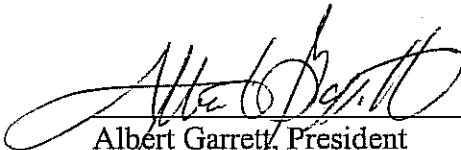
EMERGENCY SERVICES OPERATORS CHAPTER - LOCAL-1023

RE: Miscellaneous

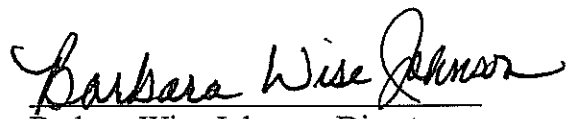
The City of Detroit and the Union agree to the following miscellaneous items discussed by the parties.

1. Within six (6) months of the effective date of the Contract, the City shall make available 100 copies of the Contract to the Union. Should the Union need additional copies of the Contract during the term of this agreement, it may request 25 additional copies. The City agrees to provide the additional copies upon receiving the Union's request in writing.

Dated This 19th Day of June, 2009.



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



Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF DETROIT

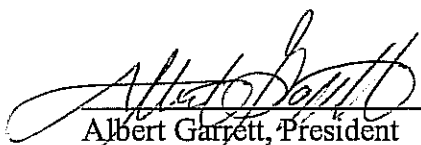
and

EMERGENCY SERVICES OPERATORS CHAPTER - LOCAL-1023

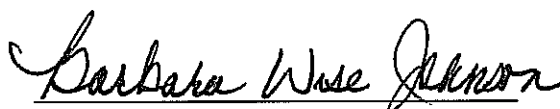
RE: Technological Changes

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

Dated This 19th Day of June, 2009.



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



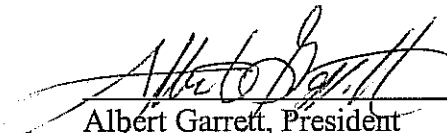
Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF DETROIT
and
EMERGENCY SERVICES OPERATORS CHAPTER- LOCAL 1023

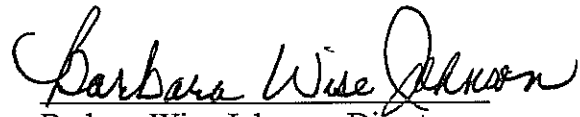
RE: Defense and Indemnification of Employees Against Damage Suits, Claims, etc.

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 19th Day of June, 2009.



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



Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF DETROIT


and


EMERGENCY SERVICES OPERATORS CHAPTER - LOCAL-1023

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 2005-2009 Master Agreement to consider the Union's presentation.

Dated This 19th Day of June, 2009.


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


Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF DETROIT

and

EMERGENCY SERVICES OPERATORS CHAPTER - LOCAL-1023

RE: Other Uses of Seniority

A. Employees who are members of the bargaining unit on or before October 7, 1991, shall be allowed to exercise their Total City Seniority for the following purposes:

Article 43

Vacation Selection

Article 44

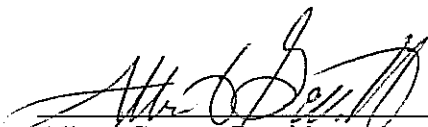
Shift Preference

Employees who become members of the bargaining unit after October 7, 1991, shall be allowed to utilize only Classification Seniority. However, employees who were returned to the ESO bargaining unit between October 7, 1991 and July 1, 1995, shall, upon conclusion of their probationary period be allowed to exercise only their previous ESO Seniority for the above purposes.

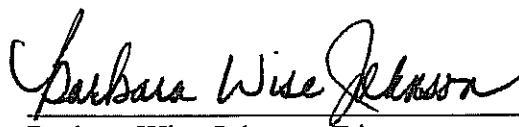
B. Members who accept a position in a classification outside of this bargaining unit after July 1, 1995, and are reverted in accordance with Article 20 Probation Periods, to their formerly held classification in the Bargaining Unit, shall not lose their ESO Seniority for the above purposes.

However, members who accept a position in a classification outside of this bargaining unit after July 1, 1995, and later return to their formerly held classification in the Bargaining unit for any reason other than a reversion in accordance with Article 20 Probation Periods shall not be allowed to utilize any previous ESO Seniority for the above purposes. Their ESO Seniority shall begin upon the date of their return to the ESO Bargaining unit.

Dated This 19th Day of June, 2009.



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



Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF DETROIT

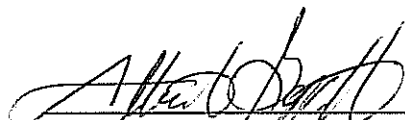
and

EMERGENCY SERVICES OPERATORS CHAPTER - LOCAL-1023

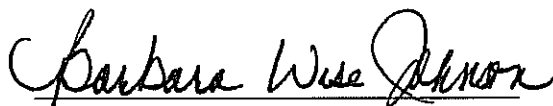
RE: Bargaining Unit Members Serving as Local Union President or Staff Representative

Members of the Bargaining Unit who serve in the capacity of Local Union President or as Staff Representative will serve in accordance with the 2001-2005 AFSCME, Michigan Council 25 Master Agreement.

Dated This 19th Day of June, 2009.



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



Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF DETROIT

and

EMERGENCY SERVICES OPERATORS CHAPTER - LOCAL-1023

RE: Precedence of ADA and MHCRA 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).

WHEREAS provisions of the Michigan Handicappers' Civil Rights Act (MHCRA) although already applicable, were not enacted prior to the negotiation of any present or prior labor agreements between the parties, 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 accommodations in some cases, to perform applicable City jobs; and

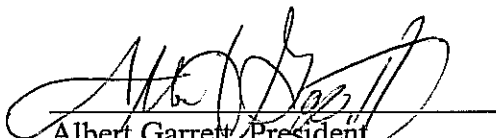
WHEREAS the full impact of the legislation's application to City of Detroit employment polices, present and future, and the changes that will necessarily have to be made to past practices, including those that grew out of the operation of the provisions of prior labor agreements between the parties,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

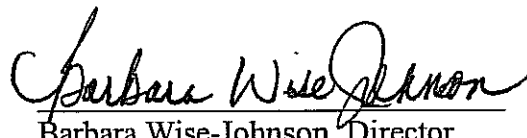
WHEREAS the Congressional history the EEOC-written Federal Regulations also encourage employers and labor unions to agree to the type of provisions set forth in this Memorandum and elsewhere in the Master Collective Bargaining Agreements;

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

1. Non-Discrimination - Include "persons with disabilities" in the classes in the contract's discrimination clause.
2. General Compliance -- "This Contract shall comply with the Americans with Disabilities Act."
3. 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 19th Day of June, 2009.


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


Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF DETROIT

and

EMERGENCY SERVICES OPERATORS CHAPTER - LOCAL-1023

RE: Temporary Placement of Employees into Other Duties/Departments

The parties agree that a procedure will be instituted to allow employees to be temporarily placed into other duties and departments other than their permanent shift and assignment locations.

Such temporary placements shall be subject to the following conditions:

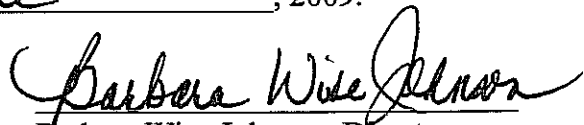
1. Limited to moving an employee once per year; thereafter, the employee must have volunteered for additional temporary assignments. The employer will first seek volunteers and if additional employees are required, the employee(s) will be assigned by inverse seniority.
2. The period of a temporary assignment under this language is forty-five (45) days.
3. The employees shall not be required to perform work out of their class.
4. Out-of-class (OOC) opportunities at the "transferred-in" location (TIL) must be preserved.
5. Promotional opportunities at the "transferred-out" location (TOL) must not be lost.
6. If the work at the TIL is an upgrade, the employee gets the OOC rate.
7. The Union must be notified of proposed move, reasons, etc. at least thirty (30) days before the planned move. The City will consider the Union's response to the proposed movement of employees.
8. Any vacation period the moved employee had approved at the TOL will continue to be honored at the TIL.

The parties agree that the details related to the implementation of this governmental operations improvement initiative shall be a proper subject for a Special Conference between the parties.

Lastly, the Parties acknowledge that as a consequence of this labor/management cooperation, the City of Detroit's governmental operations will be improved in many ways. Among the positive effects of such improvement is that services to the public will be increased, the financial resources of the City will be more efficiently used and effectively conserved while economic waste is avoided.

Dated This 19th Day of June, 2009.


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


Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF DETROIT

and

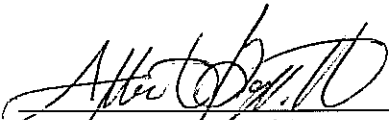
EMERGENCY SERVICES OPERATORS CHAPTER - LOCAL-1023

RE: Performance Evaluations

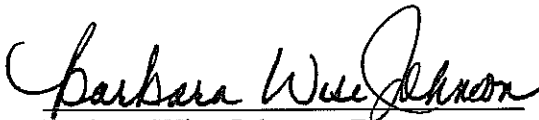
After considerable discussion of the subject of all management, supervisors, and workers being required to give a high quality work performance for the City of Detroit, the parties acknowledge that the City government management, serving as "the employer," is obligated to provide adequate leadership in the operation of the City services, and has the responsibility to require adequate performance for the public's benefit by all levels of employees whose wages are paid for with the public's resources. Furthermore, that management in that role and with such responsibilities possesses the inherent authority to express and record evaluations of the performance of all employees at all levels in the government and to utilize such in the running of the government, so long as such usage does not violate any employee's rights or the provisions of the labor agreement.

Among the methods and procedures which may be used to evaluate employees' work performance is the City's Service Improvement Process developed by the Human Resources Department.

Dated This 19th Day of June, 2009.



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



Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF DETROIT

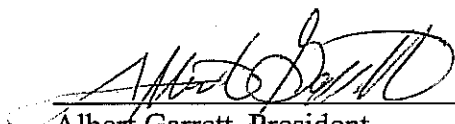
and

EMERGENCY SERVICES OPERATORS CHAPTER - LOCAL-1023

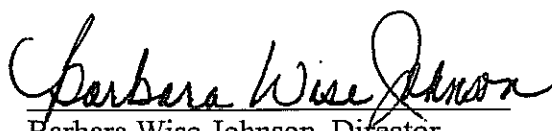
RE: National Health Care

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 19th Day of June, 2009.



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



Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF DETROIT

and

EMERGENCY SERVICES OPERATORS CHAPTER - LOCAL-1023


**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 employee 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 19th Day of June, 2009.



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



Barbara Wise-Johnson, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF DETROIT

and

EMERGENCY SERVICES OPERATORS CHAPTER - LOCAL-1023

RE: Labor/Management Committee

The parties acknowledge a need to establish a means for a continuing dialogue between management and union representatives to discuss and resolve matters that are of mutual concern, and to work cooperatively towards improving services, and the effective delivery of such services, to the citizens of Detroit. Accordingly, the parties have agreed to establish a Labor/Management Committee with the Police Department.

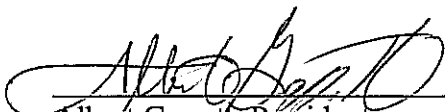
Composition of the Committee shall consist of the Local 1023 President, and up to three (3) members of the bargaining unit, and the Labor Relations Director and his/her designated representative and up to three (3) other management persons. Appointment of the union and management representative shall be on an ad hoc basis: that is, committee members can be chosen based on the items on the meeting agenda.

The proper subjects to be discussed by the Labor/Management Committee shall include health care, and other employee benefits, general employment issues that are unique or of special concern to the Department, or how provisions of the Master Agreement shall be applied to the Department. Such subjects may include health care cost containment, income protection insurance, cafeteria benefit plans, workers' compensation cost containment, employee assistance programs, career development, productivity programs, jurisdictional disputes, classification issues, implementation of technological changes and employee training.

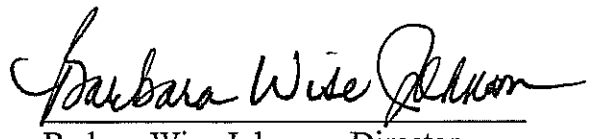
When appropriate, and mutually agreed between the parties, the Emergency Services Operators will participate in Labor/Management Committee meetings which includes representatives of other City Labor organizations. The composition of this multi-union Labor/Management Committee will be determined at the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

The parties agree that to increase the 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.

Dated This 19th Day of June, 2009



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



Barbara Wise-Johnson, Director
Labor Relations

CITY OF DETROIT
HUMAN RESOURCES DEPARTMENT
LABOR RELATIONS DIVISION

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

September 7, 2007

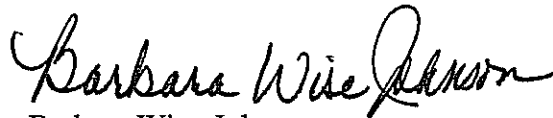
Mr. Albert Garrett, President
AFSCME, Michigan Council 25
600 West Lafayette
Detroit, Michigan 48226

RE: 60 Day Limit on Long Term Disability Benefits

Dear Mr. Garrett:

During the discussions on Long Term Disability Benefits, the City acknowledges that the failure to comply with Paragraph I, Subsection c, did not disqualify an employee from obtaining benefits under the plan. The purpose of the 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's applications will be processed and a benefit determination made regardless of when an application in made under the Plan.

Sincerely,



Barbara Wise-Johnson
Labor Relations

September 7, 2007

Ms. Albert Garrett, President
AFSCME, Michigan Council 25
600 West Lafayette
Detroit, MI 48226

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.

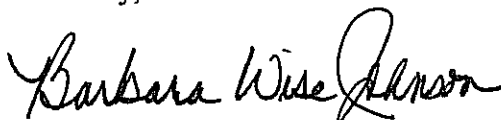
B. Participating in City of Detroit examinations:

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 time or 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

BWJ

EXHIBIT I

EMERGENCY SERVICES OPERATORS

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 77**).

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 "Consolidated 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 a 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 lay-offs, coverages 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 expense).

Renewal: Full benefits are restored after a consecutive period of 60 days has elapsed since the date of last discharge from a hospital.

- The cost of ward room and board for treatment of mental and nervous disorders is limited to forty-five (45) days. The full cost of ward room and board at a general hospital for treatment of substance abuse (alcohol and drug related) disorders is limited to five (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 duplication of tests.

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

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

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

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.

ITEMS NOT COVERED BY MAJOR MEDICAL CONTINUED:

- 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
Total Health Care
Health Alliance Plan
Community Blue PPO
Blue Traditional

Benefits provided by these carriers are as follows:

<u>BENEFIT</u>	<u>EXTENT OF COVERAGE</u>
Service in hospital	Full coverage
Human Organ transplants	Covered, except for experimental
Emergency Care - Medical	Full coverage
Emergency Care - Accidents	Full coverage
Routine Medical Services	Full coverage
Maternity Services Provided by Doctor	Full coverage Full coverage
Prescription Drugs	(employee responsible for \$3 co-pay)
Diagnostic and Therapeutic Procedures	Full coverage 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	Nursing home care - 730 days (not in hospital)
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 on 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 CAPITATION PLANS):

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

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

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

All services.

- D. Currently the City is offering Den Cap, Golden Dental Centers and Dental Care Network 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 or safety lenses or goggles, tinting or photochromic lenses;
- Orthoptics, vision training or aniseikonia;
- Trifocal
- Repair of any kind;
- 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 beginning at the of the FY 2006 – 2007 benefit year. The health care benefit plan changes specified in the attached document will be effective, December 1, 2007.
- B. Contribution Structure: Effective December 1, 2007, 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 December 1, 2007, 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, 2008, 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

<u>PROCEDURE CODE</u>	<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	Antrotomy, intranasal, 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)	Extraocular 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	Colonoscopy (by fiberoptic instrument), transverse colon
3696	Peritoneocentesis: abdominal paracentesis, initial
5155	Spinal puncture, lumbar diagnostic

EXHIBIT II

LONG TERM DISABILITY INSURANCE (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 I-C & II-B)

I. PROVISIONS RELATING TO ELIGIBILITY

A. Employees Eligible

All full time classified and appointed civilian employees will be eligible for insurance upon completion of three (3) years of continuous employment.

B. Effective Date

The effective date of the insurance is the date he becomes eligible.

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

C. 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.

II. DETERMINING THE AMOUNT OF THE DISABILITY BENEFIT

A. Monthly Accident-Sickness Benefit

The benefit shall be \$200 per month unless:

1. 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
2. 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:

- (a) 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.
- (b) 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).
- (c) 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.
- (d) 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.

B. 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.

C. 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.

D. 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 the policy or of an Employee's coverage for any reasons shall be without prejudice to any claim originating prior to the date of termination.

E. 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).

F. 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.

G. 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 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 is (1) unable to perform each and all the material duties pertaining to his occupation with the City, and (2) not engaged in any occupation or employment for wage or profit for which he is reasonably qualified by education, training or experience.

"His 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 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 policy 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 plan is in force as to the employee whose sickness is the basis of claim.

H. Pre-Existing Conditions

Any other provisions to the contrary, any disability commencing within 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.

I. 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.

J. 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.

III. MINIMUM BENEFIT PERIOD FOR SPECIFIC ACCIDENTS

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 death shall be paid to his beneficiary or his estate.

Dismemberment and Loss of Sight

When injury results in any of the following losses within one hundred 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

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.

IV. LIMITATIONS AND EXCLUSIONS

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

- (a) Prior to the satisfaction of the waiting period.
- (b) Resulting from suicide or any attempt thereat while sane, or self-destruction or any attempt thereat while insane,
- (c) 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.
- (d) Resulting from service in the Armed Forces of any country,
- (e) Resulting from injury sustained in consequence of riding as a passenger or otherwise in any vehicle or device used for aerial navigation.

V. 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.

VI. TERMINATION OF INDIVIDUAL BENEFITS

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

- (a) Immediately upon attainment of the age of 60 years, or 30 or more years of service with the City.
- (b) 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.
- (c) 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.

- (d) 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 retirant pursuant to the provisions of Title IX, Chapter VI Of the City of Detroit Charter.
- (e) 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.

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

Separate from the Long-Term Disability Insurance Policy, the City will be continuing medical insurance coverage for disabled employees who qualify for Long-Term Disability Insurance, 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 Insurance. The medical insurance and death benefit are payable without the elimination period required of the Long-Term Disability Policy. Since these two benefits are available sooner than 9 months, it is doubly important that employees file for Long-Term Disability Insurance prior to 60 days after becoming disabled.

EXHIBIT III

CURRENTLY APPROVED MEDICAL FACILITIES

- A. The following represents the current list of Medical Facilities and may be subject to change. The Department will notify the Union, in writing, of all changes in the list as they occur.

Certain medical facilities have been designated as treatment centers for on-the-job injuries. The supervisor or employee should contact the Civilian Personnel unit of the Police Department, as soon as possible to verify that the particular facility is still on the list. The following list is subject to change. The Department will notify the Union, in writing, of all changes in the lists as they occur.

1. CONCENTRA CLINIC

2151 E. Jefferson
Detroit , Michigan 48207
259-7990

2. MIDWEST HEALTH CLINIC

- a. 600 Woodbridge
Detroit, Michigan 48226
567-2523
- b. 5050 Schaefer
Dearborn, Michigan 48126
581-2600

3. MERCY OCCUPATIONAL CLINIC

5555 Conner
Detroit, MI 48213
AFTER HOURS:

COTTAGE HOSPITAL

159 Kercheval Ave.
Grosse Pointe Farms, MI 48236

- B. In case of any on the job injury or exposure to a highly contagious disease, the employee shall promptly notify supervision of the injury or exposure. Transportation to and from the treatment center will be provided by the Department.

**EXHIBIT IV
HOLIDAY SCHEDULE**

HOLIDAY	2005-2006	2006 - 2007	2007 - 2008	2008 - 2009
Independence Day	Monday, July 4, 2005	Tuesday July 4, 2006	Wednesday, July 4, 2007	Friday, July 4, 2008
Labor Day	Monday, September 5, 2005	Monday, September 4, 2006	Monday, September 3, 2007	Monday, September 1, 2008
Election Day*	Tuesday, November 8, 2005	Tuesday, November 7, 2006	(Extra Swing Holiday)	Tuesday, November 4, 2008
Veterans Day*	Friday, November 11, 2005	Friday, November 10, 2006	Monday, November 12, 2007	Tuesday, November 11, 2008
Thanksgiving Day	Thursday, November 24, 2005	Thursday, November 23, 2006	Thursday, November 22, 2007	Thursday, November 27, 2008
Day After Thanksgiving*	Friday, November 25, 2005	Friday, November 24, 2006	Friday, November 23, 2007	Friday, November 28, 2008
Christmas Eve (eight hours)*	Friday, December 23, 2005	Friday, December 22, 2006	Monday, December 24, 2007	Wednesday, December 24, 2008
Christmas Day	Monday, December 26, 2005	Monday, December 25, 2006	Tuesday, December 25, 2007	Thursday, December 25, 2008
New Year's Eve (eight hours)*	Friday, December 30, 2005	Friday, December 29, 2006	Monday, December 31, 2007	Wednesday, December 31, 2008
New Year's Day	Monday, January 2, 2006	Monday, January 1, 2007	Tuesday, January 1, 2008	Thursday, January 1, 2009
Martin Luther King's Birthday	Monday, January 16, 2006	Monday, January 15, 2007	Monday, January 21, 2008	Monday, January 19, 2009
Good Friday (eight hours)*	Friday, April 14, 2006	Friday, April 6, 2007	Friday, March 21, 2008	Friday, April 10, 2009
Memorial Day	Monday, May 29, 2006	Monday, May 28, 2007	Monday, May 26, 2008	Monday, May 25, 2009

* 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
COMPENSATION SCHEDULE**

Class Code	Title	2/1/05-12/31/06		1/1/07-6/30/07		7/1/07-12/31/07		1/1/08-6/30/08		7/1/08-6/30/09	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
01-31-33	Emergency Services Operator	\$33,400	\$44,100	\$34,500	\$45,500	\$35,200	\$46,500	\$36,300	\$47,900	\$37,400	\$49,400
01-31-35	Emergency Services Operator (hired after 4/10/97)	\$27,200	\$44,100	\$28,100	\$45,500	\$28,700	\$46,500	\$29,600	\$47,900	\$30,500	\$49,400

EXHIBIT VI
STEP INCREMENT SCHEDULE

A. Emergency Services Operator hired prior to April 10, 1997:

	2/1/05	1/1/07	7/1/07	1/1/08	7/1/08
Start	\$33,400	\$34,500	\$35,200	\$36,300	\$37,400
After 1 year	\$35,540	\$36,700	\$37,460	\$38,620	\$39,800
After 2 years	\$37,680	\$38,900	\$39,720	\$40,940	\$42,200
After 3 years	\$39,820	\$41,100	\$41,980	\$43,260	\$44,600
After 4 years	\$41,960	\$43,300	\$44,240	\$45,580	\$47,000
After 5 years	\$44,100	\$45,500	\$46,500	\$47,900	\$49,400

B. Emergency Services Operator hired after April 10, 1997:

	2/1/05	1/1/07	7/1/07	1/1/08	7/1/08
Start	\$27,200	\$28,100	\$28,700	\$29,600	\$30,500
After 1 year	\$30,580	\$31,580	\$32,260	\$33,260	\$34,280
After 2 years	\$33,960	\$35,060	\$35,820	\$36,920	\$38,060
After 3 years	\$37,340	\$38,540	\$39,380	\$40,580	\$41,840
After 4 years	\$40,720	\$42,020	\$42,940	\$44,240	\$45,620
After 5 years	\$44,100	\$45,500	\$46,500	\$47,900	\$49,400