

MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND THE

SERVICE EMPLOYEES INTERNATIONAL UNION,

LOCAL 517M

(NON-SUPERVISORY BARGAINING UNIT)

2005 - 2008

**2005-2008 MASTER AGREEMENT BETWEEN THE CITY OF DETROIT AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) 517M**

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AGREEMENT

This Agreement is entered into by and between the City of Detroit, a Michigan Municipal Corporation, (hereinafter referred to as the Employer or the City), and the Service Employees International Union, Local 517M, Non-Supervisory Unit, AFL-CIO, (hereinafter referred to as the Union).

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

PURPOSE AND INTENT

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

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

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

1. RECOGNITION OF UNION

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment for the term of this Agreement for all employees listed in Exhibit I.
- 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. The City may not re-classify or re-title positions currently filled by bargaining unit members for the purpose of undermining the unit.

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Consistent with the express terms of this Agreement:

- A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority as set forth in the Charter and the Home Rule Act.
- B. The City reserves the right to discipline and discharge for just cause. The City shall have the right to establish reasonable hours and 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, 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 within the rights of the City.

3. CONTRACTUAL WORK

- A. The City is genuinely interested in maintaining maximum employment for all seniority employees covered by this Agreement, consistent with the needs of the City. Therefore, in making these determinations the City intends always to keep the interest of the City's employees in mind.
- B. The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members nor shall any seniority employee be laid off or demoted as an immediate result of work performed by an outside contractor.
- C. In cases of contracting or sub-contracting which may affect employees covered by this Agreement, the City will hold advance discussion where possible with the Union prior to letting the contract.

4. NON - DISCRIMINATION

The Employer and the Union both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices as well as the moral principles involved in the area of civil rights.

Accordingly, both parties re-affirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, age, sex or sexual orientation, political orientation, union affiliation, marital status or disability in accordance with state and federal law.

5. UNION SECURITY - AGENCY SHOP

- A. Employees are free to join or not to join the Union. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.
- B. The City agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Union.
- C. Any person certified and employed with the City, who is not a member of the Union and who does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date they first become a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) calendar days after receipt of written notice by the employing department from the Union, unless otherwise notified by the Union in writing within said thirty (30) calendar days, and provided that the Union shall release the department from fulfilling the obligation to discharge if during such thirty (30) calendar day period 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.
- D. Such dues and fees shall be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Treasurer of the Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent to the Treasurer of the Union.
- E. The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit). In the event the City incorrectly or improperly deducts any fees and pays them to the Union, the City may offset such amount from any subsequent remittance to the Union.
- F. Committee on Political Education (C.O.P.E.). The Employer agrees to deduct from the wages of any employee who is a member of this Union a C.O.P.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.

- G. All deductions under this Article shall be subject to revocation by the employee who executed such assignments, upon giving a written notice to assignees and the Finance Director within the thirty (30) calendar day period immediately prior to the expiration date of this Agreement. The City Finance Director and the City Treasurer shall thereafter cease withholding any money whatever under such assignments.
- H. The Union shall refund to employees, dues and fees erroneously deducted by the City and paid to the Union.
- I. The Union agrees to save and hold harmless the City from any damages arising from the enforcement of the above provisions.

6. UNION OFFICIALS

- A. It is mutually recognized that the principal of proportional representation is a sound and sensible basis for determining the number of stewards.
- B. In each representative district of five or more bargaining unit members, employees in the district shall be represented by one (1) steward or in his/her absence, an alternate representative on each shift who shall be a regular employee working in that district on that shift. In the absence of the steward and alternate, a designated representative may be appointed by the Union President. The representative districts shall be as follows:
 - 1. HWPD - (GSD)
 - 2. Northwest Yard - (DEA)
 - 3. Russell Ferry - (DPW)
 - 4. Southfield - (DPW)

In the event there is a change in representative districts, it shall be a proper subject for the Special Conference procedure.

- C. The Local Union President shall provide the Employer an up-to-date list of all stewards, alternate stewards and designated representatives and shall promptly confirm same in writing.
- D. If the Union has not named a steward or chief steward, alternate or designated representative in a given representative district or shift, or such persons are absent, the notice and representation requirements in paragraphs A and B of Article 10 are waived.
- E. The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with their supervisor. This privilege shall not be abused.
- F. The Union President shall be allowed to attend grievance hearings in any department under his/her union jurisdiction at the second or any higher step of the grievance

procedure. The other union representatives as specified in the grievance steps shall be from the department in which the grievance originates.

The above shall also apply to Special Conferences and other important union matters.

7. UNION RIGHTS

- A. The party to this Agreement heretofore referred to as the Union shall have only those rights and privileges mentioned in this Agreement and those guaranteed by Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965. Rights and privileges shall include those granted by the existing City Charter and Ordinances, which are hereby understood to be incorporated as part of this Agreement.
- B. It shall not be a violation of this Agreement nor cause for discharge or disciplinary action if any employee refuses to cross any primary picket line where crossing the picket line could reasonably appear to endanger the personal safety of the employee, provided such refusal shall not be detrimental to the public health or safety. Employees refusing to cross a picket line will not be paid for the hours where such refusal prevents the employee from performing work for the City.
- C. Any alleged violation of union rights shall be the subject of an immediate hearing at Step Three of the grievance procedure.

8. GRIEVANCE PROCEDURE

The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit. Grievances protesting a suspension, discharge or separation of bargaining unit members must be in writing and filed directly at Step 3 (Department Head Level).

Step 1: (a) An employee who believes he/she has been unjustly dealt with may discuss his/her complaint with his/her immediate supervisor, with or without his/her steward or designated representative. In the event the employee desires that his/her steward be present, he/she shall make his/her request through the supervisor and the supervisor shall make the necessary arrangements.

Should the Union believe that it or any member of its bargaining unit has been unjustly dealt with, a representative of the Union may discuss the complaint with the supervisor of the operation involved.

Step 1: (b) In the event the complaint is not settled orally by the supervisor, and there is an alleged violation of the provisions of this Agreement, the steward shall reduce the grievance to writing and submit it to the supervisor within fifteen (15) working days of the alleged violation. The written grievance shall set forth the nature of the grievance, the date of the violation, the identity of the employee(s) involved, by name when known, and the provisions of this

Agreement the Union claims have been violated, and the remedy requested. The employee and the steward shall sign the grievance form.

The supervisor shall give a written decision to the Union within five (5) working days. If the subject grievance is not appealed in writing to Step 2 of the grievance procedure within five (5) working days from the date of the supervisor's decision, his/her disposition shall be considered as settlement of the grievance.

Step 2: If the grievance is not satisfactorily resolved in "Step 1(b)" the decision may be appealed before the expiration of the five (5) working day period mentioned above, to the Division Head. The Division Head or his/her designated representative will arrange a meeting within ten (10) working days with the grievant and his/her union representative to review the grievance and render a decision, in writing, within five (5) working days of the meeting. The decision rendered at "Step 2" shall be final and the grievance shall be considered settled on the basis of this decision unless an appeal is made, in writing, within five (5) working days of the Division Head's decision.

Step 3: If the grievance is not satisfactorily resolved at "Step 2", the decision may be appealed to the Department Head or his/her designated representative. A meeting between not more than two (2) representatives of each the Union and the City shall be arranged within ten (10) working days of the receipt of the grievance appeal to hear the grievance. He/she shall have ten (10) working days from the mutually agreed meeting date to render his/her written decision. 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: Pre - Arbitration Panel: In the event of the failure of the above steps in the grievance procedure to resolve a grievance, the matter shall be referred to the Pre-Arbitration Panel within ten (10) working days of the decision 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. This panel will meet when necessary.

The Pre-Arbitration Panel shall consist of not more than two (2) representatives of the Union, and not more than two (2) representatives of the City, one of which shall be a Labor Relations representative. The City shall submit a written answer to the President within twenty (20) working days of the Pre-arbitration Panel hearing on grievances.

If the grievance is not settled at Step 4, it may be referred to arbitration (step five) 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.

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 Labor Relations Representative will contact the Federal Mediation and Conciliation Service (F.M.C.S.) for a list of arbitrators. The parties will then meet to mutually agree upon an Arbitrator from the list.

Step 5: - Arbitration: Any unresolved grievance which has been fully processed through the last step of the grievance procedure, may be submitted to arbitration in accordance with Step 4 and the following:

2. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and he/she shall be without power and authority to make any decision:
 - a. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.
 - b. Concerning the discipline or discharge of an employee for engaging in a strike, slowdown or stoppage of work if the employee exercises his/her right under Section 6 of Act 379 of the Public Acts of 1965.
 - c. 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 (Veterans Preference).
 - d. Granting any wage increases or decreases.
 - e. Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement.
 - f. Relative to position classification whether permanent or temporary.
 - g. Concerning complaints filed with state or federal civil rights enforcement agencies alleging violation of equal employment opportunity.
2. The arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by state law or City Charter, the City cannot delegate, alienate, or relinquish, nor to rule on the purchase of buildings or equipment.
3. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of sixty (60) calendar days from the final action taken on such grievance under the last step in the grievance procedure. Any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the party against which the grievance is brought. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration and shall not be admissible in evidence in any arbitration proceeding.
4. The City in no event shall be required to pay back wages for more than fourteen (14) calendar days prior to the date a written grievance is filed. In the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay if the employee files his/her grievance within fifteen (15) working days after receipt of such pay.

5. 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.
6. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case.
7. The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the City. But the City or the Union may challenge the award if it was not made in accordance with the arbitrator's jurisdiction and authority under this Agreement.
8. 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.
9. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any City employee, other than the aggrieved and his/her Union representative, shall not apply to their participation in arbitration cases. In group, policy or class action grievances, the Union may select the steward or any one of the affected group of employees who will act as the grievant and be paid as such.

9. STIPULATIONS TO THE GRIEVANCE PROCEDURE

- A. Any grievance under this Agreement which is not filed in writing by the Employee involved, in individual grievances, or by the Steward or designated representatives in cases involving more than one employee or a matter of policy, within fifteen (15) working days after the grievance arises, shall not be considered a grievance. The City shall not be required to pay back wages prior to the Steward's formal notice of the grievance. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and 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.
- B. The time elements in the first three (3) steps may be shortened or extended by mutual agreement. In instances wherein the subject matter of the grievance lies within the exclusive jurisdiction of specific City agencies, the grievance steps may be shortened or

eliminated by mutual agreement to bring the grievance to the agency's immediate attention.

- C. The Union may withdraw any grievance without prejudice at any step, up to and including the "Step 4" - Pre-Arbitration Panel step. However, the grievance withdrawn may not be reinstated. 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. All settlement agreements and last chance agreements negotiated at any step of the grievance procedure must be signed by representatives of the Labor Relations Division.
- D. In the case of a pay shortage in which the employee would not have been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of the pay period covered by such pay provided the employee files his/her grievance within fourteen (14) calendar days after receipt of such pay.
- E. Where an employee is overpaid hours or is paid other than the current negotiated rate for the classification in which he has worked, the City is expressly authorized to recover such overpayment through a deduction from the employee's wages.
- F. "Working Days" as used in the grievance procedure, shall include Monday through Friday and exclude Saturdays, Sundays, and holidays.

10. DISCHARGE AND SUSPENSION

- A. The Employer agrees to promptly notify, in writing, the appropriate Steward or designated representative of the discharge or suspension of any employee covered by this Agreement.
- B. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Steward and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and his/her Steward. An exception to this procedure would be where an employee is suspended or discharged while absent without leave.
- C. Should the employee or the Union consider the action to be improper, the matter shall be referred, in writing, to the Grievance Procedure beginning with Step 3 within five (5) working days of the Union's receipt of the formal notice of the action taken.
- D. **Use of Past Record:** In imposing any discipline on a current charge, the Employer will not take into account any infractions which occurred more than fourteen (14) months previously.
- E. The issuance of disciplinary action shall take place in a timely manner. Any dispute regarding timeliness of the discipline shall be resolved by the Arbitrator.

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

11. SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Local Union representatives and the Department Head or his/her designated representatives upon the request of either party within ten (10) working days of such request. Such meetings shall be between not less than two (2) nor more than three (3) representatives of each the Union and the Employer.

Arrangements for such a Special Conference shall be made reasonably in advance and an Agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conference shall be confined to those included in the Agenda.

Conferences shall be held between the hours of 9:00 A.M. and 3:00 P.M. The members of the Union shall not lose time or pay for time spent in such Special Conferences. The Employer will submit its position in writing to the Union within ten (10) working days regarding any matter still in dispute after the Special Conference. A Special Conference shall not be used to institute or reinstate a grievance which would have been untimely when the Special Conference request is received.

12. 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, 1978, employees who are certified for employment but not hired within thirty (30) calendar days of such certification, shall have their date of hire recorded as their date of seniority and certification. Seniority, as defined above and in accordance with the Rules of the Human Resources Department incorporated herein by reference is established primarily to serve as a basis for determining the order of demotion or layoff in the event of a reduction in force and the re-employment rights of employees. This definition of seniority shall not be deemed as restricting or limiting the establishment of other definitions of seniority for administrative purposes and personnel processes other than reduction in force and re-employment.
- B. Classification Seniority is hereby defined as the employee's length of continuous service in their current classification.
- C. The City will furnish the Union once a year, a seniority list showing each bargaining unit member's name, address, department, classification, pension number, and social security number, and total City seniority date. This information shall be organized in a format mutually agreeable to the Union and the City.

- D. **Loss of Seniority:** An employee shall lose his/her seniority for the following reasons only:
1. The employee resigns or quits.
 2. The employee retires on regular service retirement.
 3. The employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure.
 4. The employee does not return at the expiration of a leave of absence.
 5. The employee does not return to work when recalled from layoff as set forth in the recall procedure.
- E. **Suspensions of Seniority Credit:** An employee shall not lose his/her accrued seniority but shall not accumulate additional seniority credit during the following periods:
1. Layoffs resulting from reduction in force which exceed four (4) years.
 2. Leaves of absence to serve in a qualifying employee labor organization which exceed two (2) years.
 3. Other approved leaves of absence which exceed one (1) year.
 4. Non-duty disability retirements which exceed one (1) year.
 5. Voluntary layoffs.
- F. Any employee who is absent from duty for five (5) consecutive work days without specific leave from his/her department and who fails to notify the Employer within those five (5) days (except in cases of proven unabling emergency), shall be deemed to have quit his/her employment from City service and to have vacated his/her position. Any such absence shall be without pay unless otherwise approved by a subsequent action by the Employer.

13. SENIORITY OF UNION REPRESENTATIVES

Notwithstanding their position on the seniority list, all named 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 department,
2. Work in any lower class in their series,
3. Work in a classification which they formerly held in their department,
4. Work in a lesser class in the bargaining unit in which they can do the job, and
5. If laid off, shall be recalled whenever there is work in any such class in the department from which they are laid off.

Layoff and demotion resulting from this procedure shall apply as long as no employee outside the S.E.I.U., Local 517M, jurisdiction is affected except as otherwise agreed upon between other labor organizations, S.E.I.U. - Local 517M and the City.

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.

14. REDUCTION IN FORCE

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

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 the announcement of any such reduction in force to allow the Union the opportunity to meet with the City to discuss the circumstances of the reduction. Such advance notice to the association shall be given to the President of the Union.

SECTION 1 - REDUCTION IN FORCE TERMS DEFINED

- A. A *reduction in force* is a reduction in the number of employees in a given class in a department of the City for lack of work, lack of funds, or reasons other than the acts or delinquencies of employees.
- B. The expiration of a limited-term certification or change of status shall not be considered a reduction in force.
- C. A *layoff* due to reduction in force is the removal of an employee from a position in a department and from the classified service of the City of Detroit, subject to the recall rights provided under this Rule.
- D. A *demotion* due to reduction in force is the removal of an employee from a position in a class in a department by change of status to a position in a lower class.
- E. A *transfer* due to reduction in force is the removal of an employee from a position in a class in a department by change of status to a position in another class which is at the same level.
- F. A *voluntary layoff* is a removal of an employee from the classified service of the City of Detroit which is made at the request of and for the convenience of the employee.
- G. Unless otherwise indicated, *seniority* shall mean total city seniority as determined in accordance with Human Resources Department Rules.
- H. An employee acquires *status* in the classified service by certification in accordance with Section 6-510 of the City Charter and the Human Resources Department Rules III and IV.
- I. An employee who is certified, promoted, transferred, or demoted to a position in a class on a regular permanent basis or permanent-subject to continuing availability of program

funding, acquires *permanent status* in the class, provided he/she has satisfied all qualification requirements of the class including completion of any required probation period. An employee can have permanent status in only one class at a time.

- J. An employee who is certified, promoted, transferred or demoted to a position in a class only for a specified term or conditional event, or where the certification or status change states that such employment is limited to assignment on a particular project, acquires *limited-term status* in the class.

SECTION 2 - ORDER AND MANNER OF REDUCTION

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

- A. Within the department, the following categories of employees shall be removed first:
1. Provisional employees shall be separated by terminating their services; provided, however, that employees provisionally employed in the class who hold permanent status in some other class shall revert to the class in the department from which they were provisionally promoted or transferred.
 2. Employees who have not completed their initial probationary period shall be laid off in accordance with their seniority, the least senior employee being laid off first.
 3. Employees hired on a limited-term basis shall be laid off in accordance with their seniority, the least senior employee being laid off first.
- B. In the event it is necessary to reduce the number of permanent status employees in the class, the order of removal shall be as follows:
1. Employees in the class on a limited-term basis and employees in the class on a permanent basis who have not completed the required probationary period, but who hold permanent status in some other class, shall revert to the class in the department from which they were promoted or transferred. Removal shall be in accordance with their total City seniority, the least senior employee to be removed first.
 2. Employees in the class on a permanent basis shall be removed in accordance with their total City seniority, the least senior employee to be removed first. Such employees shall be laid off subject to the following demotion or transfer rights within the department:
 - a. **Demotion in Series:** If the employee is in a class in an occupational series, the employee shall have the right to be demoted to a position in a lower class in the series, provided there are one or more employees in the lower class in the department having less total city seniority. (The least senior employee displaced as a result shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Rule.) An employee who waives his/her right to demotion to the next lower class in series and is laid off, shall lose all rights to city-wide displacement as provided for in Section 3 and restoration rights as provided for in Paragraph A of Section 4.

- b. **Demotion or Transfer to a Formerly-Held Class:** If the employee has previously held permanent status in another class not in series which is at the same or lower level, the employee may elect demotion or transfer to such class, provided there are one or more employees in the class in the department having less total City seniority. (The least senior employee displaced as a result shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Rule.) An election to accept a demotion or transfer to a formerly-held class is optional for employees who also have a right to a demotion in series.
- c. **Change of Status to Vacant Positions in Other Classes:** If the employee has exhausted his/her rights to demotion or transfer under (a) and (b) above, the department may, in so far as the interests of the service permits, propose transfer or demotion of the employee, to an available vacant position in any other class in the department for which the department believes the employee is qualified. Such proposed change of status shall be subject to the approval of the Human Resources Director.

SECTION 3 - CITY WIDE DISPLACEMENT

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

Employees with permanent status who have been demoted to a lower classification due to reduction in force shall displace employees in the class from which they were demoted in those categories listed in Paragraph A of Section 2 on a City-wide basis. In addition, such demoted permanent employees who have one or more years of classified service shall displace other permanent employees in the class from which they were demoted of lesser seniority on a City-wide basis.

Displacement of lesser seniority employees across departmental lines shall be accomplished by layoff and displacement certification and shall coincide with the effective date of the layoff, if possible, but in any event within sixty (60) days of the effective date of layoff of employees having displacement rights.

SECTION 4 - RE-EMPLOYMENT PROCEDURES

- A. Employees with permanent status in the class who were laid off, demoted, transferred, or laid off and certified to a lower class as a result of a reduction in force shall have their names maintained in order of their total City seniority on a special register ("blocking list") in the Human Resources Department. Such employees shall be entitled to re-

certification, promotion or transfer from the register to any vacancy in the class from which they were demoted, transferred or laid off, or any lower class in the same series in any City department, before any such vacancy can be filled by certification, promotion, or transfer. An employee's name shall remain on the special register until he/she is restored to the classification (or equivalent level) from which he/she was demoted, transferred or laid off, or waives an offer of such restoration.

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

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

- D. In the absence of a preferred eligible list for a class, laid off employees shall be certified to requisitions for positions in such class from higher, equivalent or allied lists which have been determined to be appropriate by the Human Resources Director.
- E. Re-employment provisions in this Article do not apply to persons laid off and separated from City employment for a period of four (4) years.

SECTION 5 - EFFECT OF JURISDICTIONAL LINES

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

SECTION 6 - EMPLOYEES HOLDING MULTIPLE TITLES

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

SECTION 7 - CONDITIONAL WAIVER OF EMPLOYEE RIGHTS

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

SECTION 8 - PREEMPTIVE LAYOFF REQUESTS

If a reduction in force in a department is imminent or taking place over an extended period of time, any employee who has been identified as being subject to layoff, may request in writing that he/she be laid off prior to the date when he/she would be reached for such layoff. Such request is subject to approval of the employing department and the Human Resources Director. Employees who are granted an effective date of layoff earlier than the scheduled layoff date shall retain the same rights which they would have had, had they been laid off as scheduled.

SECTION 9 - STATUS CHANGES IN ANTICIPATION OF LAYOFFS

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

15. UNION BULLETIN BOARD

- A. The City will furnish for the Union, one bulletin board at the agreed location. 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 International Union.
- B. Notices and announcements shall not contain anything political or of a libelous nature. All notices shall be signed by the President or his/her designated representative with a copy made available for Department files.

16. PROMOTIONS

Promotions within the bargaining unit will be made on the basis of merit and ability. When all things are equal Classification seniority may be used as a determining factor.

Members of the bargaining unit desiring promotion to supervisory positions in their occupational series outside the bargaining unit may submit resumes according to the posting instructions. Such resumes will be reviewed and given consideration foremost in filling such vacancies.

All members of the bargaining unit shall be given reasonable opportunity to become aware of all promotional opportunity postings in the department for which members are eligible to apply.

17. 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 initial certified hire, transfer, promotion, demotion to a position not previously held, reinstatements to the classified service and certification from preferred lists to classifications different than the preferred list.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except separation from City service or reversion to the formerly held title for reasons other than union activities. For probationary employees with prior City service, the Union shall represent such employees when a department issues a suspension or discharge for just cause instead of taking action to revert the employee to his/her prior status.
- C. The probation period or “working test” for a six (6) month period shall be served by all employees promoted or hired into classifications represented by this bargaining unit. (See Exhibit I)
- D. Except in instances where a discharge for just cause is appropriate, an unsatisfactory employee who has classified status may be by departmental action, subject to Human Resources Department Rules, have his/her probation period extended or be reverted to his/her former classification. During an employee’s initial hire probation period, a department may in accordance with Human Resources Department Rules extend the probation period or take action to discharge the employee.
- E. When an employee satisfactorily completes the probation period his/her name shall be entered on the Seniority List of the bargaining unit retroactively to the effective date of the classification change or in the case of new hires to date of certification.

18. TEMPORARY ASSIGNMENT

- A. Employees shall be regularly assigned to perform duties commensurate with their job classifications and shall not be assigned work outside of their current classification 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 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.
- C. If an employee is so assigned the duties of a higher classification to replace an absent employee for two 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. Safety issues arising from out-of-class assignments shall be handled in accordance with procedures set forth in Article 20 - Safety Procedure.
- F. When employees covered by this Agreement work out-of-class, they shall continue to be covered by all terms of this contract, except that they shall be paid according to the compensation schedule for the out-of-class assignment.
- G. Compensation for working out-of-class will be paid within ninety (90) days following the performance of such work.

19. TRANSFERS TO ANOTHER LOCATION

An Environmental Control Inspector desiring a transfer to another City department within their current classification may file a request for transfer with the Employment Certification Division of the Human Resources Department. The employee shall receive notification of any requested transfer opportunity in accordance with Human Resources Department referral practices in effect on the date this Agreement is signed. To receive such consideration, the request for transfer must be on file at least thirty (30) calendar days prior to receipt of a requisition indicating an opening.

Requests for transfer shall remain on file for the duration of the contract.

20. SAFETY PROCEDURE

- A. The Union and the City agree that employee safety is of primary concern and that every effort shall be made to promote safe equipment, safe work habits and safe working conditions.
- B. Any alleged unsafe condition or any alleged violation of safety practices which cover employees in these bargaining units shall be the subject of a Special Conference between the Union and the Departmental Safety Division to be held within ten (10) working days of the receipt of the complaint. Either party may request the presence of a Finance Department Safety Division representative.

21. VETERANS

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.

22. SUBSTANCE ABUSE PROGRAM

The City and the Union recognize and acknowledge that the problem of substance abuse by employees of the City of Detroit merits special attention. Substance abuse, including alcohol and drugs, by workers impairs their ability to function, contributes to increased absenteeism and tardiness, and violation of other rules, regulations and procedures. The combination of factors is recognized as having potentially damaging effects on efficiency and endangers the job security of the worker. To meet this growing problem the City has established a counseling center to which all employees with such problems can be referred for counseling and eventual referral to an outside agency for treatment.

1. Nothing in this statement is to be interpreted as constituting any waiver of management's responsibility to maintain discipline or the right to invoke progressive disciplinary measures when applicable in the case of misconduct which may result from or be associated with the abuse of any substance; the Union may exercise its right to process grievances concerning such matters in accordance with the Master Agreement.
2. During or following treatment, the employee should not expect any special privileges or exemptions from standard personnel practices; however, employees with substance abuse problems will be allowed to liquidate sick leave for the purpose of treatment or rehabilitation upon presentation of satisfactory medical evidence.
3. When a leave of absence is necessary so that an employee may undergo medical treatment for alcoholism or drug abuse in or from an appropriate facility in accordance with this program, and when the employee has voluntarily submitted himself for such treatment he/she may be granted a medical leave of absence.
4. The confidential nature of medical records of affected employees will be preserved in the same manner as all other medical records.

23. AFFIRMATIVE ACTION

- A. The Employer and the Union agree to cooperate in a policy of equal opportunity for all employees to continue to prohibit discrimination because of race, creed, color, religion, national origin, age, sex, sexual orientation, political orientation, marital status or disability in accordance with applicable state and federal laws, and to promote a full realization of equal employment opportunity through a positive and continuing effort.

- B. The Employer agrees to periodically provide the Union with copies of statistical minority employment information reports and such reports concerning policies and programs for equal opportunity in employment regarding employees of the City of Detroit.
- C. The Employer further agrees that a crucial part of an effective affirmative action program is a 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.
- C. A Representative of the Human Resources Department shall be available to meet with representatives of the Union to exchange information and discuss affirmative action activities.

24. LEAVES OF ABSENCE

- A. **FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA):** The FMLA became applicable to employees in the bargaining unit on August 5, 1994. The Human Resources Department issued a Policy Directive dated September 9, 1993, which detailed how the provisions of the FMLA would be implemented in City service. This Policy was reissued on April 21, 1998. The Policy is incorporated herein by reference.

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

- B. **CITY LEAVES OF ABSENCES:** Leaves for purposes covered under the FMLA may be extended, and leaves for other purposes may be granted, under the City's leave of absence policies and procedures as set forth below:
 1. Leaves of absence without pay may be granted for reasonable periods for the following purposes.
 - a. Temporary physical or mental incapacity.
 - b. Training related to the employee's regular duties in an approved educational institution.
 - c. Military service.

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.

2. To be eligible for a leave of absence, the employee must have completed one 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.

3. Leaves of absence (excluding military) may be extended for periods up to two (2) years. After two years, the person's name may be placed on the preferred eligible list for an additional two (2) years. Seniority of persons on leave of absence shall be governed by the Seniority Article of this Agreement.
4. Unless otherwise provided for, the procedure for the administration of this Article shall be in accordance with Human Resources Department Rules currently in effect.
5. One member of the Union elected or appointed to a position in the Union which takes him/her from their employment with the City, may request a leave for a period not to exceed one (1) year or termination of the Union position whichever occurs first; provided, however, the employee may request an extension of the leave for one (1) additional year. Upon their return, they shall be re-employed at work with accumulated seniority, if qualified.

25. INTERFERENCE WITH WORK

- A. The Union agrees to refrain from engaging, or participating in any strike, work stoppage or slowdown or participating in any activity for the purpose of interfering with the operations of the Employer during the term of this Agreement.
- B. The Employer will not lock out any employee during the term of this Agreement. However, if equipment or facilities are unavailable for a member of this bargaining unit to work due to a strike, work stoppage, slowdown or other interference by other employees, such unavailability shall not be deemed a lockout under the terms of this Section nor shall the employee affected be considered striking or refusing to work.

26. SAVINGS CLAUSE

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

27. WAGES

A. GENERAL WAGE INCREASES:

1. Effective July 1, 2005 0%
2. Effective July 1, 2006 0% (See MOU RE: Wage Concessions)
3. Effective July 1, 2007 0%
4. Effective June 30, 2008 4% 11:59 p.m. (No retroactive amounts shall be Attributable to any period between July 1, 2005 – June 30, 2008.)

28. HOLIDAYS AND EXCUSED TIME OFF

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

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

- B. Employees shall receive eight (8) hours straight time pay for the above mentioned holidays. Where a holiday is concurrent with the employee's sixth or seventh work day, the department head shall have the option of paying for the holiday or granting equivalent time off with pay. When the City elects to give the employee time off, said time shall be granted at the request of the employee with the approval of the department head.
- C. An employee shall be eligible for holiday pay or excused time day pay provided he/she shall have received at least eight (8) hours of pay exclusive of overtime in the calendar week prior to, during or after the holiday or excused time day; provided the employee continues on the payroll through the holiday or excused time day in question and would otherwise be qualified for the holiday or excused time day.

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

- D. If an employee is absent without just cause on a holiday or excused time day on which he/she is scheduled to work, he/she shall receive no pay for the holiday.
- E. Double time will be paid for all hours worked on a holiday in addition to the straight time holiday pay due for a holiday as such.
- F. Premium payments shall not be duplicated for the same hours worked.
- G. Employees shall be granted eight (8) hours of excused time on Good Friday or eight (8) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of excused time on the last scheduled paid day before Christmas Day and before New Year's Day and for Veteran's Day, and the day after Thanksgiving, and Election Day as designated by the City Council, or an additional swing holiday in the event there is no designated Election Day, provided they are on the payroll through the excused time day in question. Employees required to work any portion of the excused time on these days will receive either equal time off for hours worked or additional pay at straight time for such hours at the option of the department head. No holiday premium will be paid for work on these

days. When an employee is absent without good cause for the non-excused portion of the day he/she shall forfeit 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 six and seven day operations. Should two (2) consecutive holidays or excused time days occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official holidays.
- J. If an employee engaged in six or seven day operations works either the actual calendar holiday or the substitute holiday, he/she shall receive the holiday premium, but he/she will not be allowed to pyramid holiday premium for working both days.
 - 1. An employee assigned to a six or seven day operation may be scheduled off for the holiday on either the calendar holiday or the substitute holiday.
 - 2. When an employee works both the calendar holiday and the substitute holiday, the day selected as a holiday for pay purposes shall be the day which allows the employee the maximum pay credit for working both days.
 - 3. If an employee works either the calendar holiday or the substitute holiday, but not both, he/she shall be paid holiday premium for the day worked.
 - 4. If an employee is off sick on the calendar holiday, or the substitute holiday, or both, he/she shall receive holiday pay in lieu of sick pay on one of the two days. If he/she works either of the two days he/she shall receive holiday premium.
 - 5. If an employee is A.W.O.L. on the actual calendar holiday, but works the substitute holiday, he/she shall not be entitled to holiday pay or holiday premium.
- K. The City shall have the option to close all or part of its facilities for the Christmas and New Year's holiday season consistent with operating needs and the public service. Employees shall have the option of using vacation, swing holidays, compensatory time or no-pay for any days off during this period. If an employee has none of the above listed accrued time, departmental leave may be used if available. If an employee has no paid time accrued, and wishes to work, the City will make every attempt to place an employee in his/her department on a job assignment consistent with their job classification and ability to perform the work.

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

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

December 27, 28, 29 2005

December 26, 27, 28 2006

December 26, 27, 28 2007

The City shall notify the Union by November 1st of each year of whether it intends to implement a holiday close down. Any scheduled time off or uses of departmental leave days during these periods shall not be counted against the employees' attendance records nor (except for bonus vacation) adversely affect their benefits.

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

29. 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, upon his/her request, he/she shall be granted two (2) days to be charged against current sick leave and then reserve sick leave.
- B. **Definition of Immediate Family:** The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, and 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, upon his/her request, the employee may extend the leave by two (2) days to be charged against current sick leave and then reserve sick leave.
- 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.

30. 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 layoff;
 11. must not be on layoff from a classification designated as special service, limited term, part-time, provisional, contractual, limited status, or for which the duration of employment is listed as seasonal;
 12. must have at least eighteen (18) months total City seniority.
- c. An employee shall forfeit permanently all eligibility for S.U.B. if he/she shall misrepresent any material fact in connection with an application by him/her for any S.U.B. or other unemployment compensation. Furthermore, he/she shall be subject to disciplinary action upon his/her return to active status.

Section 3. Powers and Authority to the City The City shall have such powers and authority as are necessary and appropriate in order to carry out its duties under this Article, including without limitation the following:

- a. to obtain from employees, persons filing applications for benefits, eligible persons and elsewhere such information as the City shall deem necessary in order to carry out its duties under this Article;
- b. to investigate the correctness and validity of information furnished by any person who applies for a benefit;
- c. to make appropriate determinations pursuant to this Article;
- d. to require an applicant to exhibit his/her 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) dollars.

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

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

31. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL CARE INSURANCE

The parties have reached an agreement with regard to health care plan changes in accordance with the MOU RE: Alternative Health Care Plan. However, the hospitalization, medical, dental,

and optical care benefits existing as of June 30, 2005 will be maintained until the new health care design changes are implemented. That implementation date is to occur on or after July 1, 2006.

- 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, duty death beneficiaries and their legal dependents, as provided by Chapter 13, Article 11 of the Municipal Code of the City of Detroit; Effective July 1, 2006, the co-pay for the Prescription Drug benefit was increased to \$5 for generic and \$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 persons who retire on or after July 1, 1986, the City will pay up to 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 shall 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. For employees who retire (except vested retirees) on or after July 1, 2006, the co-pay for the Prescription Drug benefit was increased to \$5 for generic and \$15 for brand name.

- E. The City Blue Cross hospitalization plan for active employees and their dependents and retirees and their spouses 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 equivalent to 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 and such benefit will include case hardened lenses. Effective July 1, 2005 through June 30, 2006, the City will contribute \$6.42 per month for employees covered by CO/OP Optical and \$6.27 per month for employees covered by Heritage Optical. Optical care enrollments will occur at two (2) year intervals.

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. No insurance carrier shall be allowed to underwrite City Health Care Benefits unless it offers coordination of benefits. All carriers will be required to provide group specific utilization and cost data as a condition of doing business with the City. Copies of all information will be provided to Union and City representatives as directed.

- J. 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 providing health care benefits.
- K. The City reserves the right to implement Health Care Cost Containment Programs during the term of the Contract. Said Cost Containment Program shall not diminish the levels of benefits provided in the basic plans but may require the insured to follow procedures prescribed by the carrier in order to be eligible for benefits. If premium levels remain below the 1982-83 base year premiums for coverage 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 cost or to 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 a \$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.

32. DEATH BENEFITS AND LIFE INSURANCE

- A. **DEATH BENEFITS:** Death benefits for all regular City employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 13, Article 8, Section 8, currently provides a death benefit of \$10,000.
 - 1. **Membership:**
Mandatory for regular employees.
 - 2. **Contributions:**
By the City - \$13.30 per year per employee.
By the employee 20¢ per week or \$10.40 per year.

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

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

1. A lump-sum duty death benefit of \$10,000 will be paid to the beneficiaries or estate of employees who are killed or who die as a direct result of injuries sustained in the actual performance of their duties.
2. A lump-sum payment of \$10,000 will be made to any employee who is totally and permanently disabled from illness or injury arising solely out of the actual performance of their duties. "Totally and permanently disabled" shall be defined exclusively as follows:
 - a. Total and permanent loss of sight of both eyes.
 - b. Loss of both legs or both feet at/or above the ankle.
 - c. Loss of both arms or both hands at/or above the wrist.
 - d. Loss of any two of the members or facilities enumerated in (a), (b), (c).
 - e. Permanent and complete paralysis of both legs or both arms or one leg and one arm.
 - f. Incurable insanity or imbecility.

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

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

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

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

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

C. **GROUP LIFE INSURANCE:** A group life insurance program for the employee and his/her family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 13, Article 9.

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

<u>Yearly Pay</u>	<u>Amount of Insurance</u>
Under \$5,000	\$ 3,750
\$5,000 to \$7,500	\$ 6,250
\$7,500 to \$10,000	\$ 9,375
Over \$10,000	\$12,500

4. **Benefits - Dependents:**

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

C. **ADDITIONAL INSURANCE:**

1. Employees will be able to purchase insurance which is approximately equal to their annual salary or they may choose to purchase insurance which is approximately equal to two times their annual salaries in accordance with the following:

<u>Yearly Pay</u>	<u>Amount of Insurance</u> <u>Option 1</u>	<u>Amount of Insurance</u> <u>Option 2</u>
\$12,500 to \$15,000	\$15,000	\$ 30,000
\$15,000 to \$17,500	\$17,500	\$ 35,000
\$17,500 to \$20,000	\$20,000	\$ 40,000
\$20,000 to \$22,500	\$22,500	\$ 45,000
\$22,500 to \$25,000	\$25,000	\$ 50,000
\$25,000 to \$27,500	\$27,500	\$ 55,000
\$27,500 to \$30,000	\$30,000	\$ 60,000
\$30,000 to \$32,500	\$32,500	\$ 65,000
\$32,500 and above	\$35,000	\$ 70,000
And so forth in	And so forth in	And so forth in
\$2,500 Increments	\$2,500 Increments	\$5,000 Increments

2. Subject to the agreement of and conditions determined by the current life insurance carrier, retirees shall have the option of converting all or part of their group life

insurance to a life insurance policy at their own expense. Also, subject to the above conditions, employees who resign may continue their current coverage at their own expense. For retirees who elect to retain this coverage, the City shall deduct the premiums from their retirement checks on a monthly basis.

33. 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 as indicated below:

1. An eligible employee will be entitled to receive a maximum of \$2,000 per fiscal year to be applied toward tuition and applicable registration fees in seeking a graduate degree from an accredited university.
2. An eligible employee will be entitled to receive a maximum of \$1,500 per fiscal year to be applied toward tuition and applicable registration fees in seeking an undergraduate degree from an accredited university.
3. An eligible employee will be entitled to receive a maximum of \$1,200 per fiscal year to be applied toward payment for participation in employee development programs.

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

34. JURY DUTY

- A. An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay for all days he/she is required to serve on jury duty in accordance with the City Council Resolution of March 16, 1965, J.C.C. page 459, as amended.
- B. Jury duty shall be considered as time worked.

35. CLOTHING AND UNIFORM ALLOWANCES

- A. Clothing: The clothing allowance shall be increased to \$170 per year.
- B. Uniform: For employees who are required to wear a specific uniform, will be increased to \$350 per year.

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

36. COMMERCIAL DRIVER'S LICENSE

For employees who are required by the City (as outlined in their job specification) to have a Commercial Driver's License (CDL), the City will pay fifty percent (50%) of the renewal fee for their CDL and 100% of the cost of any required endorsements. Refund payments will not include any other fees or expenses associated with renewing a CDL. To be eligible for this reimbursement, employees must follow the procedures established by their department. This reimbursement is only for CDL renewals obtained after June 30, 2003.

37. 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.

B. **Service Day and Work Day:**

1. The regular service day shall begin at 12:01 a.m., and extend to 12:00 p.m. The work day shall consist of eight (8) hours exclusive of the lunch break in the service day.
2. 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 straight time rate.
3. When an employee works overtime, meal periods and coffee breaks are unpaid time.

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 sixty (60¢) cents per hour for the afternoon shift and a premium per hour for the night shift according to Chapter 13, Article 2, Section 13 of the Municipal Code of the City of Detroit. The afternoon shift premium shall be increased to 60¢, and the midnight shift premium shall be 70¢ per hour.

2. Shift Premium Times: The afternoon shift shall be any full-time shift starting between the hours of 11:00 a.m. and 6:59 p.m., inclusive. The night shift shall be any full-time shift starting between the hours of 7:00 p.m. and 3:59 a.m. inclusive, in accordance with Chapter 13, Article 2, Section 13, 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.

38. OVERTIME

The City has the exclusive right to schedule overtime work and to determine whether overtime is required; provided such overtime is not scheduled so as to reduce the work force.

Volunteer work shall be on a voluntary basis starting with the most senior employee. When there are not enough volunteers, overtime assignments shall be made according to inverse seniority. The voluntary overtime rule shall not apply where an unexpected emergency arises or it is impractical to seek volunteers. The voluntary overtime rule, the exceptions thereto and equalization of overtime shall be subject to existing departmental practices.

A. Time and One-Half Overtime:

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

1. All hours worked over eight (8) in one (1) service day except if such time is worked on a seventh day or a holiday.
2. All hours worked over forty (40) in one (1) service week except if such time is worked on a seventh day or a holiday.

B. 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.

Double time (200% of the basic rate) shall be paid for all time worked in excess of sixteen (16) hours from the employee's assigned starting time.

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

D. All of the above shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit and the State Minimum Wage Law.

- E. All time paid under this contract and existing rules and ordinances for sick leave, holidays, vacation, jury duty time and time lost due to a job connected injury shall be counted as time worked for the purpose of computing overtime.

39. WORKERS' COMPENSATION

- A. All employees shall be covered by the applicable Workers' Compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of and in the course of City employment shall be continued on the payroll and his/her time shall be charged to his/her sick leave reserve for all days not covered by Workers' Compensation payments; provided that in the absence of any sick leave reserve he/she shall be paid regular wages or salary to the extent of two-thirds of his/her daily wage or salary but for a period not to exceed seven (7) days; provided also that where the employee has off-time banks and receives income under the Workers' Compensation Act, such income shall be supplemented by the City from his/her off-time banks in an amount sufficient to bring it up to ninety-five percent (95%) of his/her weekly take-home pay. For the purposes of this Article, take-home pay is defined as gross pay from the City less Social Security deductions, and less Federal, State and City income tax withholding amounts based on the employee's actual number of dependents. Employees shall be eligible to earn current sick leave.
- B. Employees who are unable to supplement their Workers' Compensation benefit from their off-time banks because the amount of overtime worked causes the benefit to meet or exceed ninety-five (95%) percent of weekly take-home pay, shall be treated like employees who are able to supplement for the purposes of hospitalization, life insurance and current sick leave. This provision does not apply to those employees who are unable to supplement because they have no time available in their off-time banks.
- C. Employees shall not be eligible for holiday pay nor earn additional vacation or reserve sick leave when they are being paid Workers' Compensation benefits.
- D. The City agrees to continue hospitalization and life insurance benefits for employees with one or more years of seniority who have been approved for Workers' Compensation benefits for a period of nine 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.
- E. When an employee receives sick leave pay from the City for a time period for which he/she subsequently receives Workers' Compensation benefits, the resulting overpayment shall be immediately recoverable by the City notwithstanding any limitations set forth elsewhere in this agreement pertaining to the recovery of overpayments which are due to payroll error.

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.

F. Consistent with the Workers' Compensation Act and current City practices:

1. The City shall continue its program of returning workers who suffered job injuries back to active employment to perform work tasks which are compatible with their current physical capabilities. To the maximum extent possible, employees will be returned to their former job classification in their former department, or if no such position is available, in another City department if they are presently able to perform the essential duties with or without reasonable accommodations.
2. If the employee is presently able to perform some but not all of the essential duties, but there is competent medical documentation that he/she will be able to perform all such duties within ninety (90) days, he/she may be placed conditionally in an available position in the classification subject to review at the end of this period. Work tasks assigned will be those compatible with present work restrictions.
3. If the employee cannot presently be returned to his/her former job classification, he/she will be placed in an appropriate available position in another classification on a temporary basis until such time as the employee is able to return to his/her former job classification or acquires permanent status in the alternate classification by action of the Human Resources Department. The duration of the temporary status shall be in accordance with the Workers' Compensation Act. During the temporary period, efforts will be made to place the employee in available positions consistent with his/her training and experience and current physical capabilities.
4. While employed in the alternate job classification, whether temporary or permanent, the employee shall be represented by the local union having jurisdiction over employees in that classification and at that location. However, residual seniority rights to the employee's former classification shall remain with his/her former local or other union. An employee in an alternate classification on a permanent basis continues to have a right to return to his former job classification in his former department when physically able to do so.
5. Employees returned to work under these provisions shall not be charged with absences for disciplinary purposes where there is medical documentation that such absences were caused and necessitated by the former job injury.
6. Employees will be eligible for wage increases granted to their alternate job classification.
7. Should a medical dispute arise between the employee's physician and the Employer's physician, a third physician will be mutually selected by the doctors and the third doctor's opinion shall be final and binding on the City and Union.

40. PAY ADVANCE

- A. If a regular pay day falls during an employee's vacation of two (2) weeks or more, he/she may request his/her check before going on vacation and such request shall be granted and limited to one request per year.
- B. All requests must be submitted in writing at least five (5) working days prior to his/her first day's vacation.
- C. Advances for other purposes may be granted at the option of the department.

41. MISCELLANEOUS

- A. All salaried employees will have their hourly rates computed by dividing their annual salary by two thousand and eighty (2080) hours.
- B. Deferred Compensation Plan: Employees shall be eligible for a Deferred Compensation plan made available by the City. Participation in the Plan shall be optional with each employee.
- C. Effective October 1, 1980, the basic step increment schedule for salary classifications shall be changed so that the annual increments will be five percent (5%) of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification. Half steps shall be two and one-half percent (2-1/2%).
- D. Effective July 1, 1980, employee benefits for those employees sixty-five (65) years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee, (e.g. coordination of Medicare/Medicaid coverage with City's hospitalization coverage).
- E. Effective October 1, 1980, the basic step increment schedule for hourly classifications shall be changed so that the step increment will be ten cents (10¢) per hour as of the date the increment is normally paid, not to exceed the maximum rate for the classification.
- F. Where, by payroll error, an employee is underpaid or overpaid, the City is expressly authorized to correct the underpayment or overpayment by payroll adjustment. The City shall notify an employee in writing fourteen (14) days prior to making any overpayment recovery. The correction of the underpayment shall be made within 60 days after notification to the department Human Resources Officer.

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 the appropriate legal proceedings.

42. 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 1st date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1st 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 paragraph B above due to being on Workers' 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 1st 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.

43. 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 eighty percent (80%) of their scheduled hours, not to exceed twelve (12) sick leave days in any one fiscal year. Sick leave earned after July 1, 1971, may accumulate without limitation. These days shall be known as current sick leave and shall be kept in the current sick leave bank. All employees must be on the payroll for the entire month to be credited with sick leave.
- B. Reserve sick leave of five (5) service days shall be granted on July 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. Reserve sick leave shall be kept in the Reserve Sick Leave Bank.
- C. Sick leave may not be granted in anticipation of future service.
- D. Sick leave balances shall be expressed in terms of hours and shall be posted on the employee's check stub.
- E. Employees who have accumulated a total of fifty (50) or more unused sick days on July 1 shall receive up to six (6) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited according to the following table:

<u>Sick Leave Days Used In Previous Fiscal Year</u>	<u>Bonus Vacation Days To Be Credited on July 1</u>
0	6
½ to 1 day	5 ½
1 ½ or 2	5
2 ½ or 3	4 ½
3 ½ or 4	4
4 ½ or 5	3 ½
5 ½ or 6	3
6 ½ or 7	2 ½
7 ½ or 8	2
8 ½ or 9	1 ½
9 ½ or 10	1
10 ½ or 11	½
11 ½ or more	0

Employees who have accumulated a total of at least twenty-five (25) but less than fifty (50) or more unused sick days on July 1 shall receive up to three (3) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited according to the following table:

<u>Total Sick Leave Days Used In Previous Fiscal Year</u>	<u>Bonus Vacation Days To Be Credited on July 1</u>
0 to 2 days	3
2 ½ or 3	2 ½
3 ½ or 4	2
4 ½ or 5	1 ½
5 ½ or 6	1
More than 6	0

- 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. Employees who have worked on the shift preceding their regular shift shall not be eligible to use sick leave on that day to cover their regular shift, so that if they go home sick at the beginning of their regular shift they shall receive only straight time pay for their work on the preceding shift.

44. UNUSED SICK LEAVE ON RETIREMENT

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

Upon retirement, or death with twenty (20) years of service, an employee shall be entitled to payment of sixty percent (60%) of their unused sick leave.
- B. The payments will be made as part of the Employee's Pension Program, or the Employee's Benefit Plan, or through the Finance Department.

45. 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) or 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 determining their pension benefit until they shall have attained age 62. This provision will not affect the current practice governing disabled employees. In the event that any law, state or federal is passed during the term of this Agreement which permits employees to vest their pension prior to meeting the vesting requirements set forth in this contract, any employee who vests his/her pension in such a manner shall not be eligible for any pension benefits until his/her sixty-second (62nd) birthday.

- E. Employees who become eligible for a pension under the vesting provisions of the plan, shall be ineligible for any of the hospital, medical, optical or dental benefits provided for other retirees, spouses, dependents or beneficiaries.
- F. 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, and 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 (USLOR) payment benefit provided for elsewhere in Article 44 of this labor agreement or 2) chose to receive payment of twenty-five percent (25%) 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. For any member choosing to exercise this option, the lump sum payment of USLOR will be the remaining value of the eligible unused accrued sick leave banks as provided in Article 44.
- J. Effective January 1, 1999, the maximum annual amount payable to an individual on a Duty Disability pension shall be increased to \$9,000 and for Non-Duty Disability pension to 6,000.

- 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.

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 to \$9,000 per annum.

- 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 to employees who choose to contribute to the annuity plan the option of 3% up to the Social Security maximum salary which would then be increased to 5%, a straight 5%, or a straight 7%.
- 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 in the Executive Branch in November-December, 1997.
- Q. Effective August 1, 1999, or the earliest date thereafter when all required agreements are reached between the City and other parties, 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."
- R. 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.

46. 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 1st following his/her first year anniversary date of employment, the employee will be entitled to a prorated vacation leave computed by multiplying the number of months remaining from the anniversary date to the end of the fiscal year by 8.3 percent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his vacation shall be computed on a fiscal year basis.

B. 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 classification seniority.
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/her vacation, or prior to, his/his vacation shall be re-scheduled after proof of such illness.

4. Employees who are on extended sick leave of one (1) month or more on any July 1 date, shall, upon prior written application to the department head and the Finance Director be entitled to a lump-sum payment in lieu of time off for all vacation leave earned during the preceding fiscal year.
 5. An employee's vacation bank may not exceed more than forty (40) days, or 320 hours, on any October 1.
- D. **VACATION PRORATION:** Employees who fail to accumulate the required sixteen hundred (1600) straight time regular payroll hours, those who die and those who are separated from the service, either temporarily or permanently, so that it is apparent at the time of separation that they will not accumulate sixteen hundred (1600) hours of straight time pay, shall be entitled to vacation leave before such separation computed as follows: 8.3 percent of the vacation credit of the previous July 1 multiplied by the number of calendar months in which employees have been paid for not less than one hundred and sixty (160) straight time regular payroll hours, and rounded to the nearest whole number. After sixteen hundred (1600) straight time hours are worked in a fiscal year, employees will be entitled to one hundred percent (100%) of their next July 1 vacation. In the special situation, employees who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one year anniversary date to the date of separation by 8.3 percent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.
- E. **CREDITING VACATION:** One hundred percent (100%) of anticipated annual vacation leave (rounded down to the nearest ½ day) will be posted to an employee's bank after he/she has accumulated sixteen hundred (1600) straight time hours in a fiscal year. In the event an employee has been credited with more time than he/she has earned, on the succeeding July 1, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two banks, he/she will be docked for the time.
- F. **VACATION PRORATION - LAYOFFS:** An employee who is laid off for an extended period of time beyond thirty (30) calendar days, will receive a lump-sum bonus payment in lieu of any unused vacation credit including that accrued in the current fiscal year on a pro-rata basis according to Section 46-D.

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

An employee who is laid off for thirty (30) days or less shall have the option of receiving a lump-sum bonus payment in lieu of vacation or leaving his/her 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. Effective July 1, 1999, employees will have two (2) days of vacation converted to "Prior Compensatory Time" in July of each year. Liquidation will be in accordance with the rules for compensatory time. Employees must liquidate this time by the end of the fiscal year in which it is credited.

47. PRIVATE CAR MILEAGE REIMBURSEMENT

- A. **Rates of Payment:** When an employee covered by this Agreement is assigned to use his/her automobile to perform his/her job, he/she shall be paid at the current IRS per mile rate subject to change when that rate changes higher or lower. In addition, three dollars (\$3.00) per day is to be paid for each day an employee is required to use his/her car for City business. The City will continue to reimburse employees for the difference in premiums between business and pleasure insurance according to the formula approved by City Council for that purpose.

When an employee is ordered to report to a work location outside the Detroit Metropolitan Area (as defined in the Budget Memo of June 5, 1991) he/she shall be entitled to reimbursement for actual travel expenses only, in accordance with the Budget Directive on Travel Policy (79-3) and the Budget Memo of June 5, 1991.

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

- C. **Accident Payments:** When an employee is involved in an accident while on City business resulting in damage to his/her automobile in excess of \$50, the City will pay for unrecoverable collision damage in excess of \$50 not to exceed \$250. Employees must furnish proof to their department of the time of an accident and the extent of the damages. Automobile accidents will be excluded from the City's regular small claims program.
- D. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his/her automobile is to be left up to the department in which he/she works.
- E. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his/her normal working hours, he/she shall be required to furnish said car. Other employees may be requested to use their cars when their job assignment requires the use of an automobile.
- F. Employees receiving private car mileage may be required to transport other employees and equipment without additional compensation. This provision may occur in situations involving staff training.
- G. In order to receive mileage reimbursement, an employee must actually use an automobile on City business.

48. COOPERATION IN VALIDATION STUDIES

- A. The City and the Union recognize the need for and the responsibility of the Human Resources Department in taking steps to insure that written tests and other selection devices and procedures used in selecting persons for positions in City Service be validated; i.e., that such devices and procedures be shown to be predictive of, or significantly related to, important elements of work behavior of the position or positions for which applicants are being evaluated.
- B. The Human Resources Department agrees to inform the Union of all validation studies and projects directed toward development of validated tests in which the Union or Union members are asked to participate and, upon request, to meet the Union representatives to discuss any aspects of such studies or projects and where possible to furnish copies of such reports to the Union.
- C. The Union agrees to cooperate and provide assistance in validation studies and test development projects conducted by the Human Resources Department, and to use its good offices to secure the cooperation and participation of Union members in such studies or projects.

49. CAREER DEVELOPMENT AND TRAINING

- A. The City and the Union recognize the need to provide training and career development opportunities for employees which will develop their skills, knowledge, and abilities to perform official duties, present and future.
- B. The City and the Union agree to meet in Special Conference at mutually agreeable times and places in order to discuss opportunities for those employees in lower job classifications to train and enter new careers.

50. OTHER CONDITIONS OF EMPLOYMENT

Fringe benefits and working conditions, except as otherwise expressly provided herein, shall be in accordance with the City Charter, Ordinances, Resolutions, and Human Resources Department Rules as adopted by the Civil Service Commission and currently in effect.

51. MAINTENANCE OF CONDITIONS

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

NOTE: During the course of negotiations there was considerable discussion as to the interpretation and intent of Article 51.

The parties agree that Article 51 is intended to include those proper practices and minor benefits not covered by specific language in the contract. The parties agree that Article 51 is not intended to conflict with the City's ability and responsibility to manage its affairs.

The parties further agree that Article 51 is not intended to maintain improper practices which may exist in the various operating departments nor is intended to prevent the City from taking appropriate corrective action.

52. CONTENT

The parties acknowledge that for the life of this Agreement, they have each voluntarily and unqualifiedly waived the right, and agreed that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

53. RATES FOR NEW POSITIONS

When the Human Resources Department establishes a new classification or materially changes the specifications of an existing classification, the rates of pay shall be determined by the Labor Relations Division, subject to the approval of the department involved. Recommendation for the establishment of such rates shall be directed by the Labor Relations Division to the City Council. When the new classification clearly falls within the bargaining unit covered by the Agreement, the Union will be advised as to the classification, the departments, the rate and anticipated number of employees affected before any action will be taken by the City Council. In the absence of any appeal by the Union within ten (10) working days of the date of the notice to the Union, action on the position 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 proper department or departments and the Labor Relations Division 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. Any subsequent settlement shall also have retroactivity to the date the Human Resources Department established the new classification. (It is understood that an employee will be eligible for retroactive pay only for such periods of time as the Human Resources Department has determined the employee to have actually been performing the duties of the new classification.)

54. DURATION, MODIFICATION AND TERMINATION

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

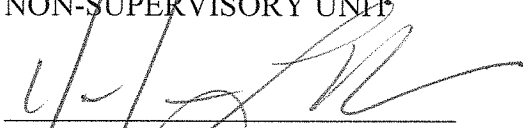
In the event the City and the Union fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 2008, this Agreement will remain in effect on a day-to-day basis. Either party may terminate the Agreement by giving the other party a ten (10) day written notice on or after June 20, 2008.

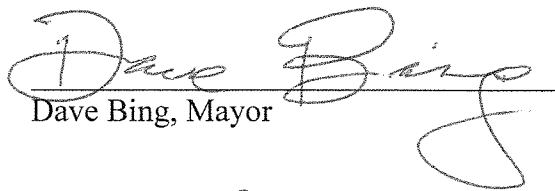
IN WITNESS WHEREOF, the parties hereto have executed this Agreement


This 12th Day of May 2011
~~2010~~

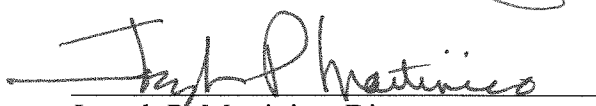
SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 517M
NON-SUPERVISORY UNIT

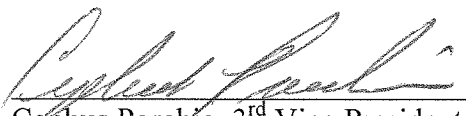
CITY OF DETROIT

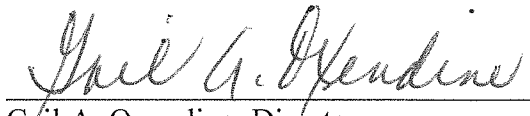

Yolanda Langston, President



Dave Bing, Mayor

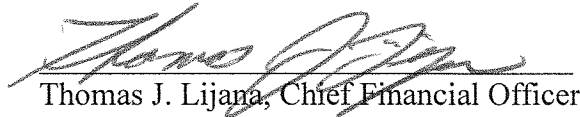

Amanda Holmes, Ex Vice President

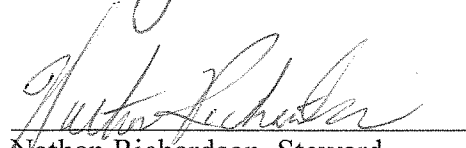

Joseph P. Martinico, Director
Labor Relations

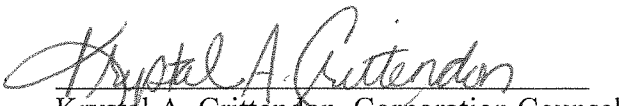

Cephus Porchia, 3rd Vice President


Gail A. Oxendine, Director
Human Resources Department


Rita Jordan, Steward


Thomas J. Lijana, Chief Financial Officer
Finance Department


Nathan Richardson, Steward


Krystal A. Crittendon, Corporation Counsel
Law Department

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF DETROIT
and the
**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 517M, NON-SUPERVISORY UNIT**

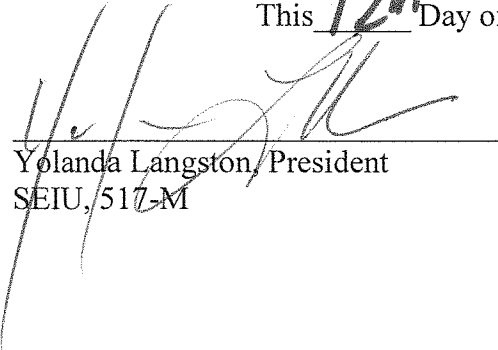
RE: Equalization Of Overtime In Department Of Public Works

- A. Overtime hours will be rotated as equally as possible among employees in the bargaining unit. When an employee is unable due to the lack of training to perform the job the equalization provision may not apply. An up-to-date list showing overtime hours will be posted in a prominent place in each location once a month. The list will be maintained for a fiscal year beginning each July 1st.

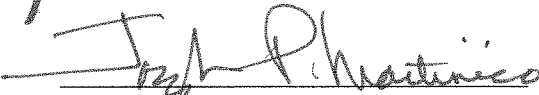
Seniority by classification will be followed until such time that all employees in a location have worked or been charged overtime hours. Equalization will then be used through the remainder of the year.

- B. Whenever overtime is required the person with the least number of overtime hours, in their classification within their location will be called by the supervisor and so on down the list in an attempt to equalize the overtime hours. A list of the person called by the supervisor will be available to the Steward. The Steward will check the list; if there are any questions that arise the Steward may make a spot check of the persons called. If the supervisor inadvertently misses the person with the least number of overtime hours and he/she is not called for this overtime period, he/she will be scheduled at the first available opportunity.
- C. For the purpose of this clause, an employee who did not work overtime because he/she was unavailable or did not choose to work will be charged the highest number of overtime hours of the employees working the overtime period.
- D. Employees that have changed classifications or who have been transferred will be charged with the highest number of overtime hours that exist in the new classification on the day he/she was re-classified or promoted.
- E. The above provisions shall not apply in instances of casual overtime.
- F. In the event three or more bargaining unit members in a yard are scheduled to work overtime, a Union official from that yard shall be scheduled to work as one of the persons needed to work overtime.

This 12th Day of May 2011, 2010.



Yolanda Langston, President
SEIU, 517-M



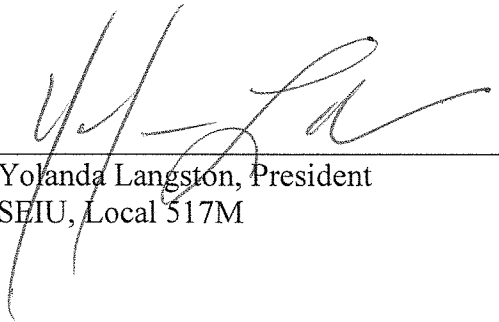
Joseph P. Martinico, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF DETROIT
and the
**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 517M, NON-SUPERVISORY UNIT**


RE: State and National Union Conventions

The parties agree that one Union member designated by the Union shall be allowed to attend one State Union Convention per fiscal year and one National Union Convention in the fiscal year in which it convenes. The maximum amount of time to be allotted to attend these conventions shall be limited to five working days. Further, this attendance shall be allowed without loss of time or pay to attend such conventions.

This 12th Day of May 2011
2010.



Yolanda Langston, President
SEIU, Local 517M



Joseph P. Martinico, Director
Labor Relations

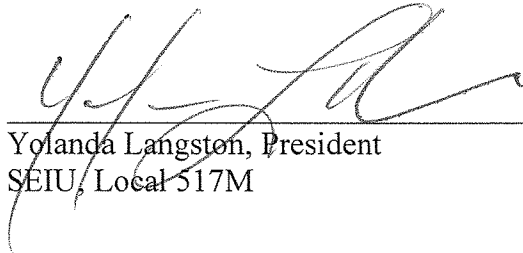
MEMORANDUM OF UNDERSTANDING
Between the
CITY OF DETROIT
and the
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 517M, NON-SUPERVISORY UNIT

RE: Part-time Local Union President

- A. The City and the Union hereby agree that for the duration of their Master Agreement to which this memorandum is attached, the President of the local Union may devote two (2) regular scheduled work days in each service week solely to union duties and responsibilities, subject to the following conditions:
1. The name of the local Union President covered by this memorandum shall be certified in writing by the local Union and any subsequent changes shall be certified in a like manner and shall include the effective date of each change.
 2. The days designated for union activity shall be mutually agreed upon by the department from which the local Union President is assigned and the local Union.
 3. The local Union President shall devote the designated days exclusively to matters pertaining to this respective City local union. Other members of the local Union will not be excused to attend meetings or grievance hearings as a substitute for the local Union President.
 4. The City reserves the right to withdraw approval of time off for this employee if personnel shortages are so critical that the absence of the employee would seriously affect the operation of the department.
 5. The local Union President must notify the department, from which he/she is assigned, that he/she is on duty on each regular City business day that is being devoted exclusively to union activity. He/she must furnish said department representative with a phone number where he/she can be contacted. In the event he/she is not available for duty he/she must notify said department representative of the manner he/she wishes his/her time to be charged. The President shall not be considered available for duty if he/she is not in the City or area covered by his/her jurisdiction.
- B. The compensation for the local Union President qualifying above shall be the obligation of the City and shall be administered subject to and in accordance with the following:
1. The local Union President shall be paid a salary equivalent to eight (8) hours of his/her straight time rate for each day spent on full time union duty status. His/her salary shall be adjusted in accordance with the Wages Article of the Master Agreement. Said salary shall be full compensation for all time spent in his/her duties as local Union President.

2. The City will provide fringe benefits in the same manner and to the same extent as other employees covered by this Agreement. Holidays, sick leave, vacation or other off-time banks shall be charged for days which the local Union President is scheduled for union duties but is not available.
 3. Any expenses (including the use of automobiles) incurred by the employee in the performance of his/her duties as local Union President shall not be the responsibility of the City.
- C. One of the primary purposes of this memorandum is to promote labor harmony between the City and its employees. When necessary either party may request a Special Conference to achieve this end. If circumstances warranted immediate attention, the parties will meet as soon as possible after the request is made.
- D. Except as specifically stated above, the Union agrees to reimburse the City for all legal liabilities, if any, assessed against the City in the event that this City of Detroit local Union President incurs such liability when functioning in duties or areas unrelated to his/her local Union Presidency.

This 12th Day of May 2011
~~2010~~



Yolanda Langston, President
SEIU, Local 517M



Joseph P. Martinico, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF DETROIT
and the
**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 517M, NON-SUPERVISORY UNIT**

RE: Precedence Of ADA And MHCRA Obligations To Disabled Persons

WHEREAS the City of Detroit and S.E.I.U., Local 517M, will each become subject to the provisions of the Americans with Disabilities Act of 1990 (ADA), Title I, on July 26, 1992; and

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 to perform applicable City jobs; and

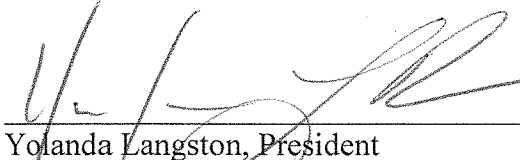
WHEREAS the full impact of the legislation's application to City of Detroit employment policies, present and future, and the changes that will necessarily have to be made to past practices, including those that grew out of the operation of the provisions of prior labor agreements between the parties,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

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

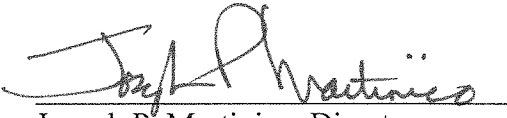
NOW THEREFORE in recognition of the forestated obligations and anticipated uncertainties attendant, the MHCRA, and the ADA in particular, the parties hereby agree that:

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."

This 12th Day of May 2011
~~2010~~



Yolanda Langston, President
SEIU, Local 517M



Joseph P. Martinico, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF DETROIT
and the
**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 517M, NON-SUPERVISORY UNIT**

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 toward 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.


Composition of the Committee shall consist of three members of the Union, one of whom shall be the Union President and three (3) management representatives, one of whom shall be the Labor Relations Director or his/her designated representative. Appointment of the Union and management representatives shall be on an ad hoc basis; that is, committee members can be chosen based on the item(s) on the meeting agenda.

The proper subjects to be discussed by the Labor/Management Committee shall include employment issues that are unique or of special concern to the department, or how provisions of the Master Agreement shall be applied in the department. Proper issues for discussion may include methods of increasing productivity, implementing technological changes, and training employees in the department.


When appropriate, and mutually agreed between the parties, the SEIU Local 808-M, Non-Supervisory Unit will participate in Labor/Management Committee meetings involving representatives of other City Labor organizations. The composition of this multi-union Labor/Management Committee will be determined at the time of formation of said committee.

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

This 10th Day of May 2011
~~2010~~



Yolanda Langston, President
SEIU, Local 517M



Joseph P. Martinico, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF DETROIT
and the
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 517M, NON-SUPERVISORY UNIT

RE: Temporary Placement of Employees into Other Duties and/or Departments

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; and finally that the employees covered by this labor Agreement may individually share in any possible financial gains through wage increases which acknowledge this mutually achieved economic improvement.

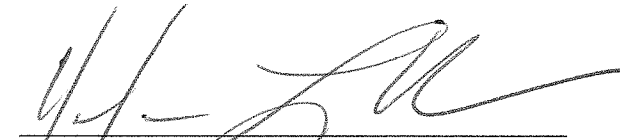
Such temporary placements shall be subject to the following conditions:

1. The employer may temporarily place an employee into other duties/department in another department once per year. The employer shall first seek volunteers and if additional employees are required, the employee(s) may be placed by inverse seniority.
2. Such a temporary placement, if made by inverse seniority, shall be limited to forty-five (45) days. An employee that volunteered for such a temporary placement may continue in the placement beyond the forty-five(45) day limit until such time that the employee or the City requests the placement to be ended.
3. Employees temporarily placed under these provisions shall not be required to perform work out of their class, except that the provisions for out-of-class assignments shall be available for operation in these cases of temporary placement, provided that out-of-class opportunities at the transferred-in location must be preserved and first made as available to any qualified employee regularly assigned at the transferred-in location. Regardless, if the work performed at the transferred-in location is an upgrade, the subject temporarily placed employee shall be paid the out-of-class rate.
4. Employees temporarily placed under these provisions shall not lose his or promotional opportunity at the transferred-out location and shall be treated as if he or she had was not or had not been temporary placed in other duties/department.
5. The Union at the transferred-out and transferred-in locations shall be notified of the proposed move and the reasons therefore, at least thirty (30) days before the planned placement. The City will consider any union responses to its originally planned placement(s) for the possibility of choosing to modify said plans.

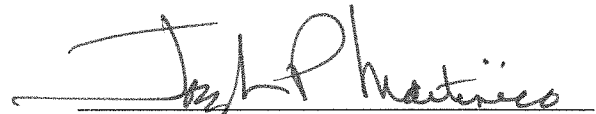
6. Any vacation period the moved employee had approved at the transferred-in location will continue to be honored at the transferred-out location.

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.

This 12th Day of May 2011
2010.



Yolanda Langston, President
SEIU, Local 517M



Joseph P. Martinico, Director
Labor Relations

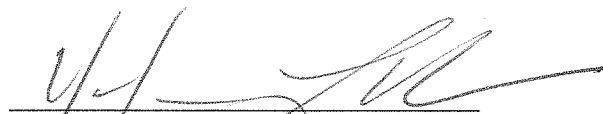
MEMORANDUM OF UNDERSTANDING
Between the
CITY OF DETROIT
and the
**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 517M, NON-SUPERVISORY UNIT**

RE: Use of Personal Vehicle for Work Related Purposes

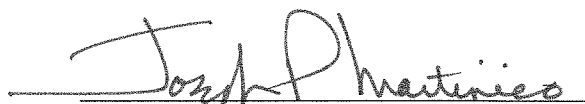
The parties recognize that employees covered by this Agreement who are regularly assigned to a job which requires the use of an automobile may be required to furnish said car in accordance with Article 47, Section E, Private Car Mileage Reimbursement (the method of implementing this contractual provision shall be as follows:)

1. The City shall continue to provide available vehicles for employees in the classifications of Environmental Control Inspector and Senior Environmental Control Inspector to use to perform their work assignments.
2. A list of volunteers to use their personal vehicles for work related purposes shall be established on a yearly basis. A copy of such list will be furnished to the President of SEIU, Local 517-M.
3. If there is an insufficient number of available vehicles assigned to on any given day, volunteers from the list, as referenced in Item 2 above, shall be required in order of the highest classification seniority in their respective Department to use their own vehicle to perform their work assignments.
4. If there is an insufficient number of volunteers, employees in the classifications of Environmental Control Inspector and Senior Environmental Control Inspector shall be ordered by inverse classification seniority to use their own vehicles to perform their work assignments.

This 12th Day of May 2011,
2010.



Yolanda Langston, President
SEIU, Local 517M



Joseph P. Martinico, Director
Labor Relations

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF DETROIT
and the
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 517M, NON-SUPERVISORY UNIT

RE: WAGE CONCESSIONS

The parties enter into this agreement for the purpose of reducing the standard payroll work period of the membership by 10% during the temporary period July 1, 2006, through June 30, 2007. The standard payroll work period will be reduced from forty (40) hours to thirty-six (36) hours or from eighty (80) hours to seventy-two (72) hours during this period. Other appropriate contract changes consistent with this reduction are also being agreed to and implemented. All of these changes are entirely temporary and shall immediately revert to their original state at the conclusion of the temporary period.

WORK WEEK, WORK DAY, SHIFT PREMIUM

Effective July 1, 2006, through June 30, 2007, the standard payroll work period of the Union membership shall be reduced from 40 hours to 36 hours or from 80 hours to 72 hours. Work schedules reflecting this reduction shall be established at the discretion of the department based on operational needs.

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

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

- One 8 hour day and four 7 hour days for a total of thirty-six (36) hours per payroll week.
- Four 9-hour days for a total of thirty-six (36) hours per payroll week. The first scheduled off day shall be designated as the "fifth day", the second as the "sixth day", and the third as the "seventh day."
- Four 8-hour days and one 4-hour day for a total of thirty-six (36) hours per payroll week.
- Nine 8-hour days in a two-week pay period, for a total of seventy-two (72) hours per pay period. In the week where the employee is scheduled for thirty-two (32) hours, the first scheduled off day shall be designated as the "fifth day", the second as the "sixth day", and the third as the "seventh day."

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

OVERTIME

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

RETIREMENT

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

Employees who retire during this period shall continue to have their vacation, swing holiday and compensatory time banks run-out in forty (40) hour per week increments.

VACATIONS

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

SICK LEAVE

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

LONGEVITY PAY

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

WORKERS' COMPENSATION

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

HOLIDAYS AND EXCUSED TIME DAYS

The work schedules established by the departments to reflect the reduced work week shall be structured as follows:

One 8 hour day, four 7 hour days per work week

In those weeks in which a holiday or excused time day occurs, the work day designated as the 8 hour day shall be the holiday or excused time day. When two holidays or excused time days occur in the same work week, the holiday shall be designated as the 8 hour day and the excused time day as the 7 hour day.

Four 9 hour days per work week

When a holiday falls on an employee's "fifth day", it shall be observed on the scheduled work day which immediately precedes that day. If the preceding work day is also a holiday or excused time day, then the employee shall be scheduled off on the last scheduled preceding work day that is not a holiday or excused time day.

Four 8 hour days and one 4 hour day per work week

The employee's 4 hour work day shall not be scheduled on a holiday or excused time day.

Nine 8 hour days per two week pay period

When a holiday falls on an employee's "fifth day", it shall be observed on the scheduled work day which immediately precedes that day. If the preceding work day is also a holiday or excused time day, then the employee shall be scheduled off on the last scheduled preceding work day that is not a holiday or excused time day. However, the department shall have the right to schedule the employee's "fifth day" so as to not fall on a holiday or excused time day.

In the above-described work schedules, if an employee is required to work either a holiday or an excused time day, payment for such days shall be in accordance with the Master Agreement.

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

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

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

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

COMMITMENT TO A FAIR AND EQUITABLE SETTLEMENT

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

Employee who have previously taken the 10% reduction in scheduled hours and transferred or promoted into the Service Employee International Union bargaining unit and have completed a full year of reduced hours will not be subject to the 10% reduction as described herein.

The City further agrees that should the City reach an agreement with another non-Act 312 labor organization on a health care benefit plan that is more advantageous to the employee, such plan will be implemented for members of this Union. Lastly, the City agrees that with respect to the complete terms of this Wage Concession Memorandum, this labor organization will not be disadvantaged as a result of a subsequent Wage Concession Memorandum agreement reached with any other non-Act 312 bargaining Unit.


LAY-OFFS DURING THE CONCESSION PERIOD

The City agrees that during the period that the wage concession agreement is in effect (July 1, 2006 through June 30, 2007), no bargaining unit employee who is on the payroll as of the date the City receives written notification that the "Tentative Agreement" has been ratified by the Union membership will be laid off from City employment. However, the City reserves the right to reduce the work force for lack of work or lack of funds, or where such continuation of work would be wasteful or unproductive. In such instances employees will be reassigned or transferred to other positions within their department or other City departments in accordance with the Master Agreement and Human Resources Rules. Excluded from this "no layoff guarantee" are normal and customary seasonal layoffs, and positions lost due to the termination of resources for grant-funded positions or for the occurrence of conditions beyond the control of the City.


This 12th Day of May 2011
2010.

FOR THE SEIU

FOR THE CITY



Yolanda Langston, President
SEIU, Local 517M



Joseph P. Martinico, Director
Labor Relations

City Alternative Health Care Proposal

1. 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, July 1, 2006. It is understood that the open enrollment may not be held prior to but, will be held as soon possible to allow employees the opportunity to switch to other plans and/or add dependents. The attached "Alternative City Health Care Proposal" must be TA'd through the negotiation process and ratified by the union membership in sufficient time to meet a July 1, 2006 implementation schedule.
2. Contribution Structure: Effective with the coverage plan year beginning July 1, 2006, the employee's contribution towards the component premiums (i.e., one person, two persons, family), for the BC PPO plan shall be capped at 10% of the monthly premium, and for all HMO plans capped at 20% of the monthly premium. If the Blue Cross/Blue Shield Traditional plan as modified by the new plan design, continues to be offered as an option, it will be offered under the current premium sharing arrangement.
3. Effective with the Family Continuation Verification Period for the coverage plan year beginning July 1, 2006, in addition to the existing family continuation requirements, employees insuring family continuation dependents must also provide proof that the dependent is enrolled in an accredited school as a full-time student in order for that dependent to be eligible for continued coverage.
4. Employees insuring sponsored dependents under any plan shall continue to pay the entire premium for this coverage.
5. Effective with the coverage plan year that begins on or after July 1, 2006, in order to be eligible for coverage under all City of Detroit health care plans, all active employees and their dependents who are eligible for Medicare due to certain medical conditions as defined by Medicare must enroll in Medicare Parts A and B.

Such enrollment in Medicare shall not result in any reduction in benefits or additional cost to the employee, in that the employee shall be reimbursed that amount paid for Medicare after submission of required proof of payment. (This benefit does not apply to retirees or dependents covered under the City retiree's health care contract. Currently, all retirees and their dependents who are eligible for Medicare regardless of age must enroll in Medicare Parts A and B at their own expense to be eligible for continued coverage, and this provision shall remain unchanged and applicable to all persons who retire in the future.)

6. Effective with the implementation of the new HR/Payroll and Benefit System:
 - A. 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.

- B. **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.
- C. **Opt-Out Program:** Employees will receive a monthly stipend.
- D. **Pre-Tax Medical Premiums:** The employee's share of medical premiums will be shown and paid on a pre-tax basis.
- E. **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

EXHIBIT I

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 517M, NON-SUPERVISORY UNIT

RE: Bargaining Unit Jurisdiction

This Agreement covers regularly certified employees in the bargaining units listed below:

Department of Environmental Affairs

Environmental Control Inspector	26-42-21
Senior Environmental Control Inspector	26-42-31

Department of Public Works

Instructor - Public Works Equipment	07-60-53
Sanitation Control Center Operator	61-90-21

Recreation Department

Assistant Market Master	09-70-11
Market Master	09-70-21

Health Department, Only

Senior Building Attendant	63-10-29
Storekeeper	05-50-21

EXHIBIT II

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 517M , NON-SUPERVISORY UNIT

RE: Long Term Disability Benefits (Income Protection Plan)

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

I. PROVISIONS RELATING TO ELIGIBILITY

A. Employees Eligible

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

B. Effective Date

The effective date of the benefits is the date he/she becomes eligible.

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

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 benefits 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/she is reasonably qualified by education, training or experience. However, during the applicable waiting period and the first 24 months thereafter the employee shall be deemed totally disabled while he/she is (1) unable to perform each and all the material duties pertaining to his/her occupation with the City, and (2) not engaged in any occupation or employment for wage or profit for which he/she is reasonably qualified by education, training or experience.

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

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

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

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

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

H. Pre-Existing Conditions

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

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 policy, whose opinion shall be binding on the case.

K. Proof of Disability

The City of Detroit may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining their initial and continuing disability.

L. Duty-Related Disability

A claimant's eligibility for benefits under the Plan for duty-related disability shall be contingent on the claimant's eligibility for benefits under the State of Michigan Workers' Disability Act.

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 the loss. In any event, the waiting period must be satisfied. If death occurs before the waiting period is satisfied, no payment will be made.

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

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

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

**Exhibit III
HOLIDAY SCHEDULE**

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

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

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

**EXHIBIT IV
WAGE SCHEDULE
SEIU NON-SUPERVISORY**

B.U CODE	CLASS CODE	CLASSIFICATION	EFFECTIVE 7/1/2005 thru 6/29/2008		EFFECTIVE 6/30/2008, 4%
7450	05-50-21	Storekeeper*	\$26,900	\$31,100	\$28,000
7450	61-90-21	Sanitation Control Center Operator	\$35,600	\$39,200	\$37,100
7450	63-10-29	Senior Building Attendant *	\$26,200	\$29,200	\$27,300
7500	26-42-31	Senior Environmental Control Inspector	\$32,400	\$37,200	\$33,700
7600	26-42-21	Environmental Control Inspector	\$31,200	\$35,600	\$32,500
7700	09-70-11	Assistant Market Master	\$28,900	\$34,400	\$30,100
7700	09-70-21	Market Master	\$31,100	\$37,300	\$32,400
7650	07-60-53	Instructor - Public Works Equipment	\$32,900	\$34,600	\$34,300
					\$32,400
					\$35,800
					\$38,800
					\$36,000

This document represents pay rates resulting from wage increases negotiated in this labor agreement. See official compensation schedule for official pay rates.