

MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND THE

U. A. W. LOCAL 2211

**United Automobile, Aerospace and Agricultural Implement Workers of America,
PUBLIC ATTORNEYS ASSOCIATION**

2005 - 2008

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CITY OF DETROIT and the PUBLIC ATTORNEY ASSOCIATION - U.A.W. LOCAL 2211**

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AGREEMENT

This Agreement is entered into between the City of Detroit, a Michigan Municipal Corporation (hereinafter referred to as the CITY) and the Public Attorneys Association, Local 2211, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW (hereinafter referred to as the Union).

PURPOSE AND INTENT

- A. The general purpose of this Agreement is to set forth wages, hours, terms and conditions of employment for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City of Detroit in its capacity as an employer, the Employees, the Union, and the people of the City of Detroit.
- B. The parties recognize that the interest of the community and the job security of 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. This paragraph shall not be construed and is not intended to enlarge, extend, alter or amend the duties of the job classifications of Assistant Corporation Counsel and Senior Assistant Corporation Counsel in effect as of July 1, 2005.
- C. To these ends the City and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.
- D. It is agreed by the City and the Union that the City is legally and morally obligated to provide equality of opportunity, consideration, and treatment of all employees of the City and, accordingly, to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all persons employed in the bargaining unit in all phases of the employment process, without regard to race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status, or disability in accordance with applicable state and federal laws.

1. RECOGNITION

The City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment for all employees included in the bargaining unit as follows:

The permanently certified employees employed by the City of Detroit, Law Department in the following classifications:

Assistant Corporation Counsel
Senior Assistant Corporation Counsel

EXCLUDING: Non-classified employees, Legislative Assistant Corporation Counsel, Chief Assistant Corporation Counsel, Supervising Assistant Corporation Counsel, Confidential Employees, i.e., Attorneys handling labor relations matters, supervisors, executives, part-time and all other employees.

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

2. MANAGEMENT RIGHTS

- A. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with the law.
- B. Except as specifically set forth in this Agreement, the City retains the sole and exclusive right to manage its business, including the right to decide the organization of the Department, to establish overall operating policies and procedures, to direct its workforce, including the right to determine work schedules, and to discontinue any division or operation if in the sole judgment of the City, it is deemed necessary or believed advisable to do so.
- C. The City reserves the right to discipline and discharge for just cause. The City reserves the right to lay off for lack of work or funds; or the occurrence of conditions beyond the control of the City; or where such continuation of work would be wasteful and unproductive provided the same does not conflict with the express terms of this Agreement.
- D. Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively without limitation within the rights of the City.
- E. The right of contracting and sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purposes or intention of undermining the Union, or to discriminate against any of its members nor shall any member of the Union be laid off or demoted as a direct and immediate result of work performed by an outside contractor.

3. WORK STOPPAGES AND LOCKOUTS

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 City during the term of this Agreement.

Employees in the Unit are not subject to disciplinary action for refusing to cross a picket line of another Union, if crossing a picket line endangers the personal safety of the employees, provided that such refusal in no way is detrimental to the public health or safety.

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

The City 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.

4. UNION SECURITY

- A. Employees who are members of the recognized bargaining unit but who are not members of the union may join the Union by initiating their Union application form and dues deduction authorization form.
- 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) 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; provided further, that the City shall not comply with this discharge request if the subject employee objects and supports his or her objection with adequate proof that he or she has officially challenged the Union's assessment and the matter is still unresolved and progressing through the Union's official internal appeal procedure.
- D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Union.

- E. All Union membership dues and service fees will be authorized, levied, and certified in accordance with the constitution of the International Union, UAW. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Financial Secretary - Treasurer of Local 2211, UAW 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 reasonably promptly to the Financial Secretary - Treasurer of Local 2211, UAW. The Financial Secretary-Treasurer of Local 2211, UAW shall not request the City to change the amounts so deducted more often than four times each City fiscal year.
- F. The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)
- G. The Union shall refund to employees, dues and service fees erroneously deducted by the City and paid to the Union. The City may offset any amount erroneously or improperly deducted and paid to the Union from any subsequent remittance to the Union.
- H. The Union agrees to save and hold harmless the City from any damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provisions.
- I. The Union shall receive prompt notification in writing of all persons entering into and all persons leaving the bargaining unit.
- J. The City agrees to deduct from the wages of any employee who is a member of this Union a UAW-V-CAP written authorization in accordance with the standard form used by the City, provided, that the said form shall be executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to both the Finance Department and to the Union. Article 4-F, G and H shall apply to this Section.

NOTE: The ninety (90) calendar day period specified in paragraph C, as regards payment of Union dues or alternate service fees, begins on the date of initial appointment to a position in the bargaining unit.

5. REPRESENTATION

- A. The Union shall have the right to select or designate a president or vice president and a steward or assistant steward to represent employees in the bargaining unit. In addition, the Union may designate alternates to function as the President, Vice President, Steward or Assistant Steward in their absence. The names of such persons and any changes shall be promptly reported in writing to Law Department management.

- B. The Steward or Assistant Steward and President or Vice President will be permitted during working hours to present grievances to management in accordance with Article 6, Grievance Procedure, without loss of time or pay. In addition, the President or Vice President and Steward or Assistant Steward (or other bargaining unit member(s) as designated in the Agreement) shall be permitted time off work without loss of pay to participate in special conferences and other meetings with management as provided in this Agreement. Other duties associated with being Union President and directly related to wages, hours and working conditions of bargaining unit members may arise which must be addressed in the capacity of Union President during working hours. In this regard, upon request, a meeting will be convened between the Union and the appropriate department representative to discuss this matter and resolve any difficulties being experienced.
- C. Notwithstanding his/her position on the seniority list, the President/Chairperson shall, in the event of a reduction in force, be continued in his/her employment in the Law Department provided either of the following conditions exist and in the following order:
1. There continues to be a position in his/her classification.
 2. There continues to be a position in a lower classification in the bargaining unit.
- If laid off, the President/Chairperson shall have priority in recall to available vacant positions in his/her classification or lower classification in series. The provisions of this Section shall apply only so long as the President/Chairperson holds his/her office. Should he/she lose office, he/she 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.
- D. The bargaining unit shall have up to 160 paid working hours during each contract year to designate, either by election or appointment as the case may be, bargaining members to attend organized Union meetings including the triennial international Union convention, any special conventions called by the International Union, state or regional conventions, regional meetings and union-sponsored training sessions. No one member of the bargaining unit shall use more than 80 hours of such time during a calendar year; no more than two members of the bargaining unit shall use the time granted under this paragraph at the same time; and no use of such time shall be charged against the vacation leave or sick time of the union member using time under this Section.

6. GRIEVANCE PROCEDURE

- A. A grievance is defined as a complaint based upon an event or condition which is considered to be in violation of this Agreement. Any grievance under this Agreement which is not filed in writing within twenty (20) working days after the grievance arises or twenty (20) working days of the date it is reasonable to assume that the employee became aware of the conditions giving rise to the grievance, shall not be considered a grievance. This grievance procedure shall not apply to any situation where the Department is without authority to take the action sought or to remedy a complaint where the matter complained of is not covered by this Agreement.

The time elements in the first four (4) steps of the grievance procedure may be shortened or extended or steps may be eliminated by mutual agreement. If a grievance is not scheduled or answered by management within the prescribed time limits, the Union may move the grievance to the next step of the grievance procedure. The period of "optional holiday closing" (established under the Holiday Article of this Agreement) will be excluded from the grievance procedure time limits.

B. Grievances shall be presented in the following manner:

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

STEP 2: If the grievance is not satisfactorily settled in Step 1, it may be submitted in written form by the Steward to the Chief Assistant Corporation Counsel or to his/her designated representative. The Chief Assistant Corporation Counsel or designated representative will arrange to review the grievance in a meeting with the Union Steward within seven (7) working days. A written answer will be sent to the Union within five (5) working days of the meeting.

STEP 3: If the grievance is not satisfactorily resolved by Step 2, it may be appealed, in writing, by the President/Unit Chairperson to the Corporation Counsel within seven (7) working days of the Chief Assistant Corporation Counsel's decision. The Corporation Counsel or a designated representative will promptly arrange for a meeting within seven (7) working days which shall consist of two (2) representatives of the Union (the Steward and President/Unit Chairperson), and two (2) representatives of the City. The City will submit a written answer to the President/Unit Chairperson within seven (7) working days of the meeting. 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): If the grievance is not satisfactorily settled at Step 3, the Regional Director of the Union or his/her designated representative may submit, within fifteen (15) working days of the Step 3 answer, a request to the Labor Relations Director for a pre-arbitration panel to meet. 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. The pre-arbitration panel shall consist of two (2) representatives of the Union, and two (2) representatives of the City. The City shall submit a written answer to the President within twenty (20) working days of the meeting and mail a copy to the Regional Director of the Union.

If the grievance is not resolved by the pre-arbitration panel, the Union's Regional Director or his/her designated representative shall have sixty (60) working days from the pre-arbitration panel meeting to notify the City, in writing, of the Union's intent to proceed to arbitration.

All grievances not referred to arbitration shall be considered settled based on the City's last answer. If a grievance is withdrawn from the grievance procedure, the grievance may not be reinstated except by mutual agreement of the parties. If reinstated, the City's liability shall be limited to the period prior to the date of withdrawal.

STEP 5 - Arbitration: Any unresolved grievance which involves an alleged violation of any specific Article or Section of this Agreement and which has been fully processed to Step 4 of this grievance procedure may be submitted to arbitration in strict accordance with the following:

1. Arbitration shall be invoked by written notice to the other party of the intent to arbitrate. Upon receipt of intent, the moving party will secure a list of arbitrators from American Arbitration Association (AAA). The parties will then meet to mutually agree upon an Arbitrator from the list.
2. The Arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and shall be without power and authority to make any decision:
 - a. Contrary to, or inconsistent with or modifying in any way the terms of this Agreement.
 - b. Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercise their right under Section 6 of Act 379 of the Public Acts of 1965.
 - c. Concerning grievances appealed to Civil Service Commission for final resolution pursuant to provisions of the City Charter or appeals to the Mayor pursuant to applicable state law (Veterans Preference).
 - d. Granting any wage increases or decreases.
 - e. Granting any right to relief for any period of time whatsoever prior to the effective date of this Agreement.
 - f. Relative to position classification either temporary or permanent.
 - g. Contrary to the City's right to establish, adopt, amend, promulgate, and enforce uniform work rules for its departments.
 - h. Concerning oral reprimands.
 - i. Concerning performance improvement plans and performance evaluations except as provided in Article 6B, paragraphs 8 and 9 and Article 12.
3. The Arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations, or discretions which by state law or City Charter the City cannot delegate, alienate or relinquish, nor to rule on the purchase of buildings or equipment.
4. No settlement at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration. No settlement is admissible in evidence in any future arbitration proceeding.
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, except by mutual agreement of the parties.
7. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union.
8. The following Sections A-D, relate to the Article entitled Performance Improvement Plan:
 - a. Notwithstanding the language contained in the Article entitled Performance Improvement Plan, the International Union (Union) shall have the right to grieve the Performance Improvement Plan, starting at Step 4, with said grievance claim to be considered and answered expeditiously at that Step, and, if the Union appeals the Performance Improvement Plan further through arbitration with the American Arbitration Association (AAA) then such arbitration shall be expedited. Any such grievance by the Union shall be limited to the Union's claim that the imposition of a performance improvement plan, or the terms of the performance improvement plan, were motivated by discriminatory intent that is based on union activity or that is contrary to Section D of the Purpose and Intent Article. The expedited arbitration procedure shall include all of the procedures normally associated with a regular AAA arbitration procedure, i.e., briefs, transcripts, etc. Each party has to bear its own expense for the transcript, and neither party is required to order a transcript.
 - b. The decision to extend a performance improvement period beyond a total period of 12 months shall be subject to the grievance procedure. In the event a grievance is filed, it shall be filed at Step 4 of the grievance procedure. All grievances filed by the International Union pertaining to the performance improvement plan, and not resolved at Step 4 of the grievance procedure shall be arbitrated using the AAA expedited arbitration as specified in paragraph 8A of this Article, if the Union decides to proceed to arbitration. The expedited arbitration procedure shall include all of the procedures normally associated with a regular AAA arbitration procedure, i.e., briefs, transcripts, etc. Each party has to bear its own expense for the transcript, and neither party is required to order a transcript.
 - c. Notwithstanding the language contained in the Article entitled Performance Improvement Plan, the Union shall have the right to grieve and arbitrate the International Union's claim that the terms of a performance improvement plan are contrary to Article 34, Maintenance of Conditions, and substantially change conditions of employment for the affected employee.

While not intended to serve as an exhaustive listing of examples of what are not substantial changes under Article 34, Maintenance of Conditions, the following are provided to assist the parties: a) attending skills-enhancement seminars, structured training sessions, meetings and training sessions with supervisors, scheduled at reasonable times that do not impose a burden or penalty on the employee (mere changes in scheduling and reporting obligations by the employee would not be a violation of Article 34, Maintenance of Conditions); b) completing the assigned specialized skills-enhancement

content of the plan, such as performing specified legal research, submitting special reports or engaging in special discussions about the employee's work quality and assignments; and c) other reasonable matters incidental to the employee being able to successfully complete the plan.

For the City's conduct to be a violation of this subsection, it would have to result in a change in conditions of employment which would constitute an improper unilateral change in those conditions of employment that are mandatory subjects of bargaining as those terms are defined under the Public Employment Relations Act.

- d. An arbitrator deciding such a grievance shall be strictly limited to narrowly addressing the Union's claims, and if the arbitrator rules, pursuant to this subsection, that a violation has occurred, the arbitrator's authority shall be limited to issuing an award which may modify only those specific terms of the performance improvement plan deemed to provide an appropriate specific remedy for the violation found, with the balance of all other terms of the performance improvement plan being left unchanged. The operation of the performance improvement plan shall not be suspended because a grievance has been filed during the period of the expedited process.
9. Except as provided in Article 12 Performance Evaluations, a grievance over performance evaluation(s) shall be introduced at Step 4 of the grievance procedure on the International Union's claim that the performance evaluation was motivated by discriminatory intent that is based on union activity or that is contrary to Section D of the Purpose and Intent Article.
10. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power or authority to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
11. The expenses of the arbitrator shall be shared equally by the parties. The aggrieved, one (1) witness and the Union President (or designated representative) shall not lose pay for time off the job while attending the arbitration proceedings.
12. Except as specifically provided herein, or in supplements hereto which are part of this Agreement, the parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are not excluded from arbitration.
13. The grievance procedure described above shall be the exclusive grievance procedure for all members of the bargaining unit.

NOTE: It shall be the responsibility of the grievant to keep the Union and the City informed of his/her mailing address and telephone numbers(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.

7. DISCHARGE AND DISCIPLINE APPEAL PROCEDURE

- A. **Notice of Discharge or Suspension:** The City will promptly notify in writing the Union of the discharge or suspension of any employee covered by this Agreement.
- B. Upon request, the discharged or suspended employee must be allowed to discuss his/her discharge or suspension with his/her Steward. The City will make available an area where he/she may do so before he/she is required to leave the property of the City. Upon request, the City or its designated representative must discuss the discharge or suspension with the employee and his/her Steward. An exception to this procedure would be where an employee is suspended or discharged while absent without leave.
- C. **Appeal of Discharge or Suspension:** Should the Union consider the discharge or suspension to be improper, the Union shall submit a written grievance to the Corporation Counsel or his/her designated representative within ten (10) working days of the discharge or suspension. The grievance shall be processed in accordance with Step 3 of the grievance procedure.
- D. **Use of Past Record:** In imposing any discipline on a current charge, management will not take into account any prior infraction which occurred more than two (2) years previously.
- E. The City within its discretion may offer an employee suspended for at least five (5) working days the opportunity to substitute loss of vacation time for the period of suspension. The loss of vacation time shall be considered a suspension for the purposes of progressive discipline and City personnel records.

8. SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Union President and the Corporation Counsel upon request of either party; such arrangements will be made within five (5) working days of the request. Unless otherwise agreed, such meetings shall be between two (2) representatives of the Corporation Counsel and two (2) representatives of the Union. Unless otherwise agreed, arrangements for such Special Conferences shall be made at least twenty-four (24) hours in advance.

An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, shall be presented at the time the conference is requested. Matters taken up in the Special Conferences shall be confined to those included in the agenda. Such conferences shall, to the extent possible, be held during regular working hours. Members of the Union shall not lose time or pay for the time spent in such Special Conferences and no additional compensation shall be paid to such employees for time spent in such conferences beyond regular working hours.

9. SENIORITY

Seniority is hereby defined as the length of continuous service beginning on the date of certification or Corporation Counsel appointment to a position in the classified service, or date of induction into such classified service as provided by law. Continuous service and any adjustments to an employee's seniority date shall be determined in accordance with Human Resources Department Rules.

All persons newly appointed to professional positions in the Law Department shall serve a six (6) month probationary period which may be extended by the City for up to an additional six (6) month period. The reason(s) for any extension shall be given to the employee in writing. The Union shall be informed if an employee's probationary period has been extended.

The Union shall represent newly appointed probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment; provided, however, the Union shall not represent such employees for suspension or discharge during the probationary period where such suspension or discharge is for reasons other than union activities.

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

10. REDUCTION IN FORCE

If as a result of a reduction in force in the Law Department, it is necessary to reduce the number of employees in a classification represented by the Union, such reduction in force shall be in accordance with the reduction in force provisions provided in Human Resources Department Rules in effect on July 1, 2001.

Provisions for re-employment of laid off persons shall continue for four (4) years after layoff and separation from City employment.

11. PROFESSIONAL STANDARDS

The goal of the City's Law Department is to be a first-rate government law department and among the most respected law offices in the legal community of the City and State of Michigan in the provision of legal services to its public clients. In recognition of this objective the parties recognize that all attorneys employed in the Law Department have a duty to provide competent and diligent representation to their client, the City of Detroit. The parties accordingly acknowledge that this professional obligation requires that each attorney devote the time and effort necessary to competently and diligently represent his or her client on each matter assigned to that attorney.

12. PERFORMANCE EVALUATIONS

- A. The current practice of performance evaluations by department management shall be continued. The City shall give notice of any change to the evaluation criteria prior to the year the change takes effect. Performance evaluations shall occur on an annual basis for members of the bargaining unit having permanent status. The period of evaluation is January 1st to December 31st.
- B. The evaluations will take place from January 1st until March 31st of the year following the evaluation period. All employees who have permanent status as of December 31st of the evaluation year shall be notified of the due date for preliminary performance evaluations to be submitted by department attorney supervisors for review by the Law Department administration.
- C. Permanent status employees who are promoted and are on probation as of December 31st due to the promotion, shall receive an evaluation and a merit increase based on the employee's salary prior to the promotion.
- D. Upon completion of the final performance evaluations each evaluated employee shall be provided a copy of his/her evaluation at least three calendar days before meeting with the assigned supervisors to discuss the evaluation. The date of the meeting shall be mutually agreed upon by the employee and assigned supervisor. If the evaluated employee seeks a reconsideration of the evaluation, he or she shall have the opportunity to submit a written response to the performance evaluation within five (5) days, excluding Saturdays, Sundays, holidays and excused time days, after the meeting with the supervisor to discuss the evaluation. The Supervisor shall submit a response to the request for reconsideration within fourteen (14) days of receipt. The request for reconsideration and the supervisor's response shall be attached to the final evaluation, and placed in the employee's personnel file, unless the employee pursues a further appeal as set forth in this Contract.
- E. An employee receiving an overall evaluation on an annual or special evaluation of "Needs Improvement" or "Unsatisfactory" may immediately be placed on a Performance Improvement Plan.
- F. Employees exhibiting significant performance deficiencies that indicate an inability to perform the duties of the employee's current job specification may at any time be subjected to a special performance evaluation which may result in placement on a Performance Improvement Plan, as set forth above.
- G. Employees will receive merit pay increases based on their Performance Evaluation in accordance with the following matrix:

<u>Performance Evaluation Rating</u>	<u>Summary Evaluation Rating</u>	<u>Merit Pay Increase*</u>
Exceeds Expectations	260-300	7%**
Meets Expectations	180-259	5%
Needs Improvement	80-179	0%
Unsatisfactory	0-79	0%

For the classification of Assistant Corporation Counsel, in instances where the employee receives an overall rating of "Exceeds Expectations," but cannot receive the full 7% pay increase because it would put the employee's wage above the maximum, such employee will receive up to a 2% lump sum bonus payment, not to be included in the base wage, for any part of the 7% the employee could not receive because it would have been over the maximum. For example, under the above salary range scale, an Assistant Corporation Counsel rated "Exceeds Expectations" at \$89,600 per year pay level would be entitled to a \$1,792 bonus payment with salary remaining at \$89,000 per year. An Assistant Corporation Counsel at \$86,600 per year pay level would be entitled to a \$1,792 bonus payment with a new salary level at \$89,600 per year. An Assistant Corporation Counsel at \$84,000 per year pay level would be entitled to a \$280 bonus payment with new salary level at \$89,600 per year.

*Not to exceed maximum for the Class.

**Employees will be eligible to receive annual merit pay increases up to a maximum of seven percent (7%).

- H. A member of the bargaining unit who has not been provided a copy of his/her performance evaluation for the preceding year by March 31 may deliver a written statement directly to his/her immediate supervisor requesting his/her performance evaluation. If the written performance evaluation and the offer of an oral conference have not been delivered to the employee within ten (10) business days after such a request, the member shall automatically receive a five percent (5%) pay increase, retroactive back to January 1st of the year in which the evaluation should have been rendered. However, said member may receive an overall evaluation for the evaluation year of less than "Meets Expectations".
- I. A member of the bargaining unit who has been provided his/her performance evaluation and an offer of an oral conference timely under this Contract, and whose performance evaluation rating entitles him/her to merit pay, shall receive the appropriate level of merit pay increase effective as of January 1st of the year in which the evaluation is rendered (e.g., an evaluation rating of "Exceeds Expectations" or "Meets Expectations" will entitle a bargaining unit member to receive a merit pay increase which increases his/her salary).
- J. A bargaining unit member who receives an overall evaluation rating of "Exceeds Expectations" or "Meets Expectations" for an evaluation period shall not have the right to grieve such rating or the merit pay associated with such rating.
- K. An employee who has not been placed on a Performance Improvement Plan at any time during an evaluation year, or who has not been given written notice at any time during an evaluation year of management's intention to place the employee on a performance improvement plan specifying the areas for performance improvement, shall receive a 5% pay increase for that year although the employee may receive an overall evaluation for the evaluation year of less than "Meets Expectations". An employee who receives a 5% pay increase under these circumstances shall not be entitled to grieve the performance evaluation rendered.

- L. If an employee who has received an overall evaluation rating of “Needs Improvement” or “Unsatisfactory” is not satisfied with the immediate supervisor’s response, the employee must, within seven (7) calendar days, submit a written request to the Corporation Counsel or the designee of the Corporation Counsel for reconsideration of the evaluation rating. The Corporation Counsel or designee shall have fourteen (14) calendar days to decide the request for reconsideration.
- M. In the event that reconsideration by the Corporation Counsel or designee of an employee’s evaluation rating of “Needs Improvement” or “Unsatisfactory” does not result in adjustment of the employee’s rating to at least a “Meets Expectations”, a grievance filed by the employee shall be expedited to an arbitrator selected from the National Academy of Arbitrators and shall be submitted at Step 5 of the grievance procedure. An arbitrator selected to decide any such grievance must be a lawyer.
- N. In an arbitration pursuant to this Article, the arbitrator shall be required to consider relevant work rules, policies and performance standards promulgated by the City of Detroit Law Department. An arbitrator cannot substitute his/her judgment for management’s and shall not overrule management’s overall rating of an employee unless it has been demonstrated by a preponderance of the evidence that management’s overall performance evaluation was clearly unreasonable. In the event that an arbitrator finds that an overall rating of “Needs Improvement” or “Unsatisfactory” cannot be sustained under the aforementioned standard of review, the arbitrator is limited to a determination of whether the Employee’s rating for the evaluation period should have been overall “Meets Expectations” (correlated to 5% pay increase). An arbitrator does not have jurisdiction to award partial, prorated or compromise pay increases not provided for in the merit pay scale.

13. PERFORMANCE IMPROVEMENT PLAN

- A. Employees exhibiting significant performance deficiencies that indicate an inability to perform the duties of the employee’s current job specification may at any time be placed on a performance improvement plan upon a consensus recommendation of the attorney’s supervisor, division chief or the Deputy Corporation Counsel, and the labor counsel to Law Department management, with final approval by the Corporation Counsel. The decision to place an employee on a performance improvement plan and the subject matter of the plan shall not be considered as discipline or as part of the disciplinary process, and therefore, except as set forth below and in Article 6, disputes regarding same shall not be arbitrable.
- B. The performance improvement plan may consist of at a minimum the following requirements: Training in the areas requiring improvement, specific reasonable benchmark goals for achieving improvement, a specific method for supervisory review of the work in question, and a specific method of continued supervisory feedback during the improvement period or the provision of other resources if appropriate. The improvement plans shall have an expiration date established at which time a final evaluation shall be rendered. The performance improvement period may vary in length depending on the improvement plan, and extensions may be provided for where deemed appropriate, so long as an extension shall not cause the

total period of the plan to extend beyond 12 months. The reason(s) for any extension shall be explained in writing. If management extends a performance improvement plan beyond a total period of 12 months, that decision shall be subject to the grievance procedure. In the event a grievance is filed, it shall be filed by the International Union at Step 4 of the grievance procedure.

- C. The fact that an employee is on a performance improvement plan does not relieve the employee from his or her obligation to perform his or her ongoing assignments adequately, subject to disciplinary actions as may be necessary. Management's decisions with regard to directing the work of the employee, judging the quality of the work product, and deciding all actions with respect to departmental operations, including a decision to discipline the employee for inadequate performance, if necessary, is not lessened or affected in any way because the employee is on a performance improvement plan. The full range of disciplinary penalties shall continue to be available for use by management during this period, including the application of appropriate progressive disciplinary penalties which may eventually result in the employee being demoted, or terminated by the Law Department for lack of adequate work performance. The labor agreement's just cause standards apply to any such discipline meted out while the employee is on a performance improvement plan, and any such discipline is subject to the grievance procedure.
- D. The decision to place an employee on a performance improvement plan and the subject matter of such a plan shall be subject to management discretion and shall not be grievable in the normal grievance procedure. However, even though a plan is not grievable in the normal grievance procedure, the Union shall be advised, in writing, of the terms of every performance improvement plan and within three days, excluding Saturdays and Sundays, of such advisement, the employee may request the plan be reviewed by a three-member review panel consisting of the City's Human Resources Director, Labor Relations Director, and Corporation Counsel or the designee of the Corporation Counsel, unless the Corporation Counsel was directly involved in the original decision making process in which case a Law Department division chief not in the employee's chain of management will substitute for the Corporation Counsel. Within seven days, excluding Saturdays and Sundays, of such request, the panel will hear the employee's concerns and will be empowered to affirm the plan in its entirety, modify the plan, or direct that no plan be implemented. No performance improvement plan will be put into operation until after three days, excluding Saturdays and Sundays, following the notification to the employee and the Union, and the plan will continue to be held in abeyance for as many of the seven days that are needed for the three member review panel to issue its decision. Once a performance improvement plan is referred to the review panel, the panel shall render its decision within seven days, excluding Saturdays and Sundays, of the referral, and the panel's decision shall be immediately implemented. The decision of the three-member review panel shall be final and binding.
- E. Employees failing to demonstrate acceptable improvement by the conclusion of the performance improvement period may be placed on an extended performance improvement plan.

- F. Employees who demonstrate overall satisfactory performance will be taken off their performance improvement plan. This action can be taken prior to the scheduled expiration date. It is understood, however, that if in the future the employee again exhibits significant performance deficiencies, he or she may again be placed on a performance improvement plan consistent with the terms of this Agreement.

14. PROFESSIONAL MEETINGS

- A. The City will encourage attendance at professional meetings, where attendance is likely to increase the competency or otherwise benefit an attorney in his/her professional capacity.
- B. The Union shall periodically make recommendations to the City regarding meetings where attendance by attorneys is desirable and may submit the names of persons who might attend.
- C. With prior approval of the Department head, attorneys shall be given time off without loss of pay to attend such meetings. An attorney requesting time off to attend professional meetings shall notify the department head at the earliest time practicable of the date of the professional meeting. The department head shall give a written reply to the attorney's request for time at the earliest time practicable.
- D. The parties further agree that all members of the bargaining unit have an obligation to continuously update their legal skills and proficiency in new technology through continuing education. At a minimum of thirty (30) days in advance, structured professional training sessions to update member's legal skills and proficiency in new technology may from time to time be scheduled during a period which is outside what is normally regarded as regular business hours without additional compensation. It is recognized that on occasion, due to a previously planned important commitment, and reasonable prior notification to management, a bargaining unit member may be required to make up the missed training, or if a make-up session is impracticable by such methods as watching videotapes of such training sessions, if video taping is practicable and of educational use, by listening to audiotapes, or by completing practical written, spoken, typed, telephonic, computer based, etc., exercises, as appropriate. The make up of missed training shall be acknowledged by a memo written by the bargaining unit member to his/her immediate supervisor or designated representative.

15. STATE LICENSING EXAMINATIONS

Provided an employee notifies the department two (2) weeks in advance of his/her intention to take a state licensing examination related to his/her occupational series, he/she shall be excused from his/her regular work assignment on the day he/she takes the examination without loss of pay or charge to an off-time bank.

16. BAR DUES

The City of Detroit will pay the employee's annual dues for the Michigan Bar and Detroit Bar Association. Employees may at their option request that dues slated for the Detroit Bar Association be directed instead toward membership in another recognized Bar Association, provided that the substitute Bar Association will provide the employee with information and professional activities relevant to employment as a City of Detroit attorney.

This option to re-direct Detroit Bar dues must be exercised prior to the yearly payment of Detroit Bar dues, is limited to one Bar Association, and is limited in amount up to the amount of Detroit Bar Association dues. In the event that the substitute Bar Association dues exceed the yearly dues for the Detroit Bar Association, the employee will be responsible for the dues differential.

17. PROMOTIONS AND TRANSFERS

- A. Members of the Union shall be given notice and consideration for available promotional opportunities in the bargaining unit. Factors to be considered in promotional decisions shall include experience, work performance, demonstrated abilities and length of service. It is understood that the ultimate decision on promotions and appointments rests solely with the Corporation Counsel. Promotions and appointments to fill vacancies shall be completed within a reasonable time, provided there are no budgetary restrictions.
- B. All promotions shall be subject to a six (6) month probationary period which may be extended for up to an additional six (6) month period. During the probationary period, if the promoted employee is found to be unsatisfactory, the Department may take action reverting the employee to his/her previous classification unless discharge for cause is appropriate. The employee shall receive the reason(s) in writing for any extension of the probation period.
- C. **Transfer Requests:** An employee wishing to transfer in grade from his/her current Section to another Section in the Law Department shall submit such request in writing to the Corporation Counsel. Such transfer requests on file will be given consideration prior to filling any available vacancies in the Section.

18. LEAVES OF ABSENCE

- A. Leaves of absence without pay may be granted for reasonable periods as provided in Human Resources Department Rules. Unless otherwise provided for in this agreement, one year of classified service is required to be eligible for all leaves except military.
- B. A member of the Union elected or appointed to a position in the Union which would take him/her from employment with the City may request a leave for a period of not less than sixty (60) calendar days nor more than two (2) years 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. Such leave requests shall be granted unless in the discretion of the department director such leave would cause a serious adverse effect on department operations.

- C. Members of the Union may request time off without pay for periods not to exceed thirty (30) calendar days for the purpose of attending Union conventions or Union-sponsored seminars. Granting such departmental leave shall be at the discretion of the Corporation Counsel based on the operating needs of the department, but shall not be arbitrarily denied provided the request for time off has been timely submitted to allow for any necessary adjustments to work assignments.
- D. **Health Leaves for Maternity:** Upon presentation of adequate medical documentation that the pregnant employee is no longer able to perform her job duties, a health leave of absence will be granted if the employee has acquired permanent status and has at least six (6) months of continuous classified service. If the employee has less than six (6) months of continuous service, the employee may be granted a voluntary layoff as provided in Human Resources Department Rules.
- E. **Parenting Leaves:** A parent of a new-born or newly-adopted infant who is eligible for a leave of absence may request a personal leave without pay for purposes of providing parental care or making child care arrangements. Such absence from work shall not exceed a maximum period of six (6) months including any optional use of accrued vacation or other earned time. Granting of such leave shall be at the discretion of the Corporation Counsel based upon the operating needs of the Department.

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

- F. **Family and Medical Leave Act of 1993 (FMLA):** The FMLA became applicable to employees in collective bargaining units on August 5, 1994. The Human Resources Department issued a policy directive dated April 21, 1998, which detailed how the provisions of the FMLA would be implemented and incorporated into the existing City leave of absence policy. That 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.

19. COMPENSATION

A. **GENERAL WAGE INCREASES:**

- | | | |
|--|--|---|
| <ul style="list-style-type: none"> 1. Effective July 1, 2005 2. Effective July 1, 2006 3. Effective July 1, 2007 4. Effective June 30, 2008 @ 11:59 p.m. | <ul style="list-style-type: none"> 0 % 0 % 0 % 4 % | <p>See Memorandum of Understanding
Re: Concessionary Agreement</p> <p>No retroactive amounts shall be
attributable to any period between
July 1, 2005 and June 30, 2008</p> |
|--|--|---|

- B. The pay ranges (annual salaries) for employees in the bargaining unit shall be in accordance with Exhibit II.
- C. At the discretion of the Corporation Counsel with the approval of the Human Resources Director and Labor Relations Director, employees in classifications represented by this bargaining unit may be hired, adjusted or promoted to any rate within the established ranges.
- D. A member who is promoted from one classification to another shall be placed in the new classification at a level that provides an increase in the base rate of \$3500 or if necessary, a greater amount in order to bring the employee's salary level up to the minimum salary of the classification into which the employee is being promoted.
- E. Each employee covered by this Agreement whose minimum and maximum rates are over \$20,000 per year, shall, if these rates fall between even hundred dollar levels, have these rates adjusted to the next higher hundred dollar level.

F. **CORRECTION OF PAYROLL ERRORS:**

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

The correction of the underpayment shall be made within 60 days after notification to the Department Human Resources Office.

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

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

20. VACATION LEAVE

- A. Members of the bargaining unit shall be entitled to vacation leaves with pay on the basis of one (1) day for ten (10) days of service. Total vacation leave earned, excluding bonus vacation leave, may not exceed twenty (20) days per fiscal year, no matter how earned.
- B. Consistent with current practice existing as of June 30, 2001, an employee's vacation bank may not exceed more than forty (40) days, or 320 hours, on any October 1.
- C. Any vacation time scheduled and approved to be used between April 15 and June 30 and is subsequently canceled by management, shall be converted into prior compensatory time which must be used between October 1 and December 15 of the next fiscal year.

21. SICK LEAVE

- A. Members of the bargaining unit shall be entitled to current sick leave on the basis of one (1) day per month in terms of full days only. These days known as current sick leave shall be kept in the Current Sick Leave Bank. They shall also be entitled to reserve sick leave on the basis of five (5) days granted on July 1 for each full fiscal year of status consisting of at least two hundred (200) days of service, whether such City service occurred before or after appointment. Reserve sick leave shall be kept in the Reserve Sick Leave Bank.
- B. 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 1st</u>
0	6
½ or 1 day	5 ½
1 ½ or 2	5
2 ½ or 3	4 ½
3 ½ or 4	4
4 ½ or 5	3 ½
5 ½ or 6	3
6 ½ or 7	2 ½
7 ½ or 8	2
8 ½ or 9	1 ½
9 ½ or 10	1
10 ½ or 11	½
11 ½ or more	0

- C. 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

- D. 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.
- E. Except as modified by this Agreement, sick leave shall be administered in accordance with Chapter 13, Article 5, Section 2 of the Municipal Code of the City of Detroit.

22. 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 a payment of one-half (1/2) of their unused sick leave. Effective April 21, 2005, the payment shall be increased to sixty percent (60%) of the employee's unused sick leave.

- B. The payments will be made as part of the Employee's Pension Program, or the Employee's Benefit Plan, or through the Finance Department. At the employee's option, he/she can elect to have up to the amount permitted by law of his/her unused sick leave payment deposited in his/her deferred compensation account with the balance paid to the employee.

23. 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 and eighty (180) calendar days and the third swing holiday after two hundred and seventy (270) calendar days.

- B. Employees shall receive eight (8) hours straight time pay for the above mentioned holidays provided they are on the payroll through the holiday.

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

- C. 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.
- D. Employees shall be granted eight (8) hours of excused time on Good Friday effective in the year 2005 and thereafter 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 Veterans' Day, 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. 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.

- E. For the purpose of this Article, an employee shall be considered off the payroll if he/she engages in 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.
- F. 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. 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.
- G. 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 any 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 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 1 of each year of whether it intends to implement a holiday close down. Any scheduled time off during these periods shall not be counted against the employees' attendance records nor adversely affect their benefits.

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

24. 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 or memorial service, 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 or memorial service 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 or memorial service is within 300 miles of Detroit, he/she shall be granted two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.

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

25. LONGEVITY PAY

- A. Employees shall qualify for longevity pay as follows:
 - 1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of five (5) years.
 - 2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of eleven (11) years.
 - 3. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of sixteen (16) years.
 - 4. Employees may qualify for the fourth step of longevity pay, inclusive of the first, second and third steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.
 - 5. Employees may qualify for the fifth step of longevity pay, inclusive of the first, second, third and fourth steps, provided they have served as City employees for an accumulated period of twenty-six (26) years.
 - 6. The first step of longevity increment shall be one hundred and fifty dollars (\$150). The second step of longevity increment inclusive of the first step, shall be three-hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second steps, shall be four-hundred and fifty dollars (\$450). The fourth step of longevity increment, inclusive of the first, second and third steps, shall be six hundred dollars (\$600). The fifth step of longevity increment, inclusive of the first, second, third and fourth steps, shall be seven hundred and fifty dollars (\$750).

- B. Employees who have qualified for longevity pay and have accumulated at least sixteen hundred (1600) hours of straight time regular payroll hours of paid time during the year immediately preceding any December 1 date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any other date of qualification. Except for employees first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 1.

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

- C. Employees who first qualify for longevity pay increments in any month after any December 1 date shall be paid such increment on a pro-rata basis upon attaining such qualification in the amount of a full increment less one-twelfth (1/12) thereof for each calendar month or fraction thereof from the previous December 1 date to date of such qualification.
- D. Prorated longevity payments may be made between December 1 dates to qualified employees and officers who separate or take leave from City service, excluding those who are discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment shall be paid for time served on a full calendar month basis since the date of their last longevity payment; provided, that each month shall contain at least 160 straight time regular payroll hours of service.
- E. All of the above provisions except as modified herein shall be in accordance with Chapter 13, Article 7 of the Municipal Code of the City of Detroit.

26. JURY DUTY

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

The jury duty supplementation shall not apply to special service, contractual, temporary or other employees with less than one year of seniority.

- D. When properly notified by an employee under the terms of Section C, the department shall, if necessary, reschedule the work assignment of the employee so as to coincide as closely as possible with the jury duty schedule. This reassignment shall take precedence over other conflicting sections of this Agreement.
- E. Employees shall have the option when called to jury duty to use vacation or compensatory time for such service. In that event, the employee will not be required to turn in his/her jury pay. However, the employee must notify the department of his/her desire to exercise this option prior to the first date of jury service.
- F. Jury duty shall be considered as time worked.
- G. An employee on jury duty will be continued on the payroll and be paid at his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received from such jury duty and return that amount to the City, less any mileage allowance paid for the jury service.

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

27. 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, 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/her medical findings which report shall include a recommendation as to whether or not the claimant is entitled to the benefits.

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

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

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

C. GROUP LIFE INSURANCE:

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

1. **Membership** - Optional for members of the Employees Benefit Plan.

2. **Contributions** - The City shall pay approximately sixty percent (60%) of the premium for insurance up to and including \$12,500. The employee shall pay forty percent (40%) of the premium for insurance up to and including \$12,500. The employee shall pay the full cost of any insurance in excess of \$12,500.

3. **BENEFITS - EMPLOYEES:**

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

4. **BENEFITS - DEPENDENTS:**

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

D. **ADDITIONAL INSURANCE:**

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

<u>Yearly Pay</u>	<u>Amount of Insurance</u> <u>Option 1</u>	<u>Amount of Insurance</u> <u>Option 2</u>
\$12,500 to \$15,000	\$15,000	\$30,000
\$15,000 to \$17,500	\$17,500	\$35,000
\$17,500 to \$20,000	\$20,000	\$40,000
\$20,000 to \$22,500	\$22,500	\$45,000
\$22,500 to \$25,000	\$25,000	\$50,000
\$25,000 to \$27,500	\$27,500	\$55,000
\$27,500 to \$30,000	\$30,000	\$60,000
\$30,000 to \$32,500	\$32,500	\$65,000
\$32,500 to \$35,000	\$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.

28. 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: Concession Agreement. 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 8 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 of any premium charges that exceed the above amounts shall be paid by the employees and fifty percent shall be paid by the employer. When the City's payroll system has the capability of allowing employees to pay these amount through the pre-tax IRS code 125K mechanism, all bargaining unit members shall be entitled to participate.

- C. Employees who wish to insure sponsored dependents shall pay the premium cost of this coverage.
- D. The City will provide regular retirees and their spouses hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2) co-pay (Certificate #87) known as the two dollar (\$2) deductible Drug Rider as provided by City Council in the 1977-78 Closing Resolution. The City will pay this premium for regular retirees and their spouses for only as long as they receive a pension from the City. For employees who retire (except vested retirees) on or after July 1, 2006, the co-pay for the Prescription Drug benefit was increased to \$5 for generic and \$15 for brand name.

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

- E. The City Blue Cross hospitalization plan for active employees and their dependents 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.

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

- H. The City will provide Optical Care Insurance through the Employee Benefit Board, such benefit will include case hardened lenses. Effective July 1, 2005 through June 30, 2008 the City will contribute \$6.18 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.
- I. If, during the term of this Agreement, a Federal Health Security Act is enacted, the parties shall enter into immediate collective bargaining negotiations over the impact of such a law on the existing arrangements for funding and providing health care benefits.
- J. No insurance carrier shall be allowed to underwrite City Health Care Benefits unless it offers coordination of benefits. All carriers will be required to provide group specific utilization and cost data as a condition of doing business with the City. Copies of all information will be provided to Union and City representatives as directed.

- K. The City reserves the right to implement Health Care Cost Containment Programs during the term of the Contract. Said Cost Containment 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 the amount to an escrow account which shall be used to offset health care cost or to increase health care benefits.
- L. Effective July 1, 1999, 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 quarterly at the end of each three month period, in lieu of the hospitalization-medical coverage offered by the City. This election shall take place annually during the open enrollment period.

Once an employee elects the cash payment, the employee will not receive hospitalization-medical coverage until the next year's enrollment period. If the employee loses his 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.

29. 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, 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.

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.

If the employee cannot presently be returned to his/her former job classification, he/she will be placed in an appropriate available position in another classification on a temporary basis until such time as the employee is able to return to his/her former job classification or acquires permanent status in the alternate classification by action of the Human Resources Department. The duration of the temporary status shall be in accordance with the Workers' Compensation Act. During the temporary period, efforts will be made to place the employee in available positions consistent with their training and experience and current physical capabilities.

While employed in the alternate job classification, whether temporary or permanent, the employee shall be represented by the local Association or 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 Association or 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.

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.

Employees will be eligible for wage increases granted to their alternate job classification.

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 rendered.

30. LAYOFF BENEFIT PLAN

Employees covered by this Agreement shall receive unemployment benefits in accordance with the unemployment insurance plan administered by the State of Michigan under the Michigan Employment Security Act.

31. 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 paragraphs notwithstanding, employees hired after January 1, 1998, 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) 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, 1988, 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 in this bargaining unit or any other bargaining unit which has this provision and become members of this bargaining unit subsequent thereto, shall continue the vesting practice whereby employees who leave City employment after being vested but before reaching eligibility for a service retirement, shall receive their retirement benefits the same day they would have been entitled to receive same had they continued in City service.

Beginning July 1, 1988, employees in this bargaining unit, shall pay the equivalent of .64 of one percent (.0064) of their wages which count towards Average Final Compensation to the City as consideration for continuation of the vesting provisions set forth in the preceding paragraph. This provision will remain portable for all July 1, 1988, bargaining unit members

for as long as they are City employees and elect to pay for the benefit individually. Bargaining unit members who are eligible for a regular service retirement (30 years of service or age 60 with ten years of service or age 65 with 8 years of service) will not have the .64% deduction taken from their wages. Employees who came into the bargaining unit after July 1, 1988, are not eligible for the "old" vesting provision and will not have the .64% deduction taken from their wages.

- F. 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.
- G. 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.

- H. 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.
- I. 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.
- J. Effective for bargaining unit members who retire on or after July 1, 1999, they shall have the option to 1) select the Unused Sick Leave On Retirement payment benefit provided for in Article 22 of this labor agreement, or 2) choose to receive twenty-five percent (25%) of the unused accrued sick leave bank provided in Article 22 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 option (2), the lump sum payment that the member will receive will be the remaining value of the unused accrued sick

leave bank as provided in Article 22. For example 25% of your unused sick time will be used as part of the average final calculation and the remaining 35% will be paid as a lump sum (25%+35%=60% allotment).

- K. Effective January 1, 1999, the maximum annual amount payable to an individual on a Duty Disability pension shall be increased to \$9,000 and for Non-Duty Disability pension to \$6,000.

The maximum amount of the Accidental Death Benefit as found in Chapter VI, Article VI, Part C, Section 1, Paragraphs B and C of the City Charter shall be increased to \$9,000 per annum.

- L. 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.

- M. 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.

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

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

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

- Q. Members of the bargaining unit shall have the option of belonging to the City's current defined benefit/defined contribution retirement plan or a new defined contribution retirement plan in accordance with the rules the City will issue for a defined contribution plan. The parties agree that the defined contribution plan the Executive Branch will propose for acceptance by the City Council, although not specifically detailed at this time, is intended to be primarily in accordance with the provisions which were last advocated by the Executive Branch in November-December, 1997.

- R. Effective 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."

- S. All Retirement and Pension Plan Provisions provided for by the City Charter and Municipal Code are incorporated herein by referral unless otherwise specifically modified by this Agreement and Ordinance 2-93, J.C.C. Page 133.

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.

32. MILEAGE

- A. **Rates of Payment:** When an employee covered by this Agreement is assigned to use his automobile to perform his job, he shall be paid mileage at the current IRS per mile rate, subject to change when that rate changes higher or lower. In addition, \$2.19 per day is to be paid for each day an employee is required to use his 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 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 accident 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 determined in supplemental agreements.
- 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.
- F. In order to receive mileage reimbursement an employment must actually use an automobile on City business.
- G. **Out-of-Town Travel:** Employees incidentally assigned to out-of-town travel will be covered under the private car mileage reimbursement program or will be reimbursed for travel expenses at the option of the department.

33. OTHER CONDITIONS OF EMPLOYMENT

All fringe benefits or working conditions not expressly provided for herein, shall otherwise be in accordance with the City Charter, Ordinances, Resolutions, and Human Resources Department Rules as adopted by the Civil Service Commission.

Bulletin boards for postings of Union activities and announcements shall be available at bargaining unit work locations.

34. 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.

35. CONTENT

The parties acknowledge that for the life of the Agreement, they have 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.

36. 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 and Supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

37. MISCELLANEOUS

- A. All salaried employees will have their hourly rates computed by dividing their annual salary by two thousand eighty (2,080) 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. Any employee who has probationary status as of December 31st of the evaluation year will receive an evaluation consistent with the City's schedule (i.e., three or six months) for probationary evaluation. New hire probationary employees will not receive a performance evaluation or merit increase as provided for in Article 12.
- 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 hospitalization coverage).

38. TUITION REFUND

- A. Bargaining unit members may participate in the City's Tuition Refund Program in accordance with the policies as administered by the Human Resources Department. Employees requesting a tuition refund should submit the applications to the human resources officer in their department.
- B. Effective April 21, 2005, the maximum amount of the tuition refund shall be increased as indicated below:
 - 1. An eligible employee will be entitled to receive a maximum of \$2,000 per fiscal year to be applied toward tuition in seeking a graduate degree from an accredited university.
 - 2. An eligible employee will be entitled to receive a maximum of \$1,500 per fiscal year to be applied toward tuition in seeking an undergraduate degree from an accredited university.
 - 3. An eligible employee will be entitled to receive a maximum of \$1,200 per fiscal year to be applied 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.

39. DURATION, MODIFICATION AND TERMINATION

This Agreement shall become effective upon the effective date of Resolution of Approval of the City Council as provided by law and shall remain in full force and effect until 11:59 P.M., June 30, 2008. If either party desires to modify this Agreement, it may give notice to the other party as early as April 30, 2008.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

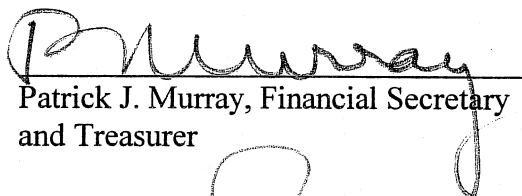
Dated This 22nd Day of September, 2006

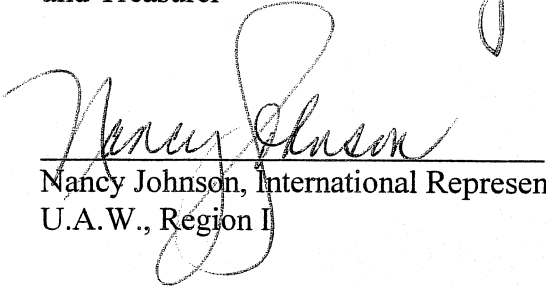
FOR UAW LOCAL 2211:


Phillip S. Brown, President


Calvert Bailey, Vice President



Anita Ellsworth, Recording Secretary

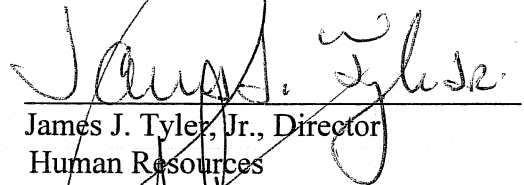

Patrick J. Murray, Financial Secretary
and Treasurer



Nancy Johnson, International Representative
U.A.W., Region I

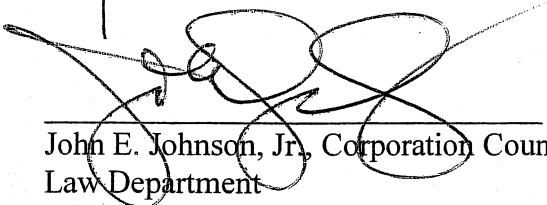
FOR THE CITY OF DETROIT:


Kwame M. Kilpatrick, Mayor

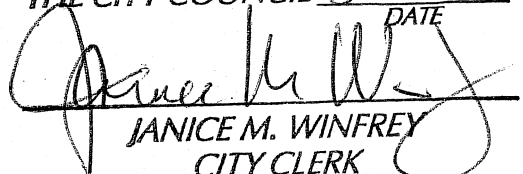

Barbara Wise-Johnson, Interim Director
Labor Relations


James J. Tyler, Jr., Director
Human Resources


Roger Short, Chief Financial Officer
Finance Department


John E. Johnson, Jr., Corporation Counsel
Law Department

APPROVED AND CONFIRMED BY
THE CITY COUNCIL 5-23-07


JANICE M. WINFREY
CITY CLERK

MEMORANDUM OF UNDERSTANDING

Between The

CITY OF DETROIT

And The

UAW, LOCAL 2211-PAA

RE: Court and Mediation Sanctions

A. COURT SANCTIONS:

The parties hereby acknowledge that it is the obligation of all attorneys representing the City of Detroit, its employees, or agents to exercise all reasonable measures to avoid the imposition of any court or agency imposed sanction against the City of Detroit, its employees, or agents. The parties further agree that any attorney who without just cause exposes the City, its employees, or agents to a court or agency-imposed sanction issued as a result of the attorney's actions or inaction is subject to discipline. Nothing in this Memorandum of Understanding or in the collective bargaining agreement shall constitute a contractual obligation on the part of the City to be financially responsible for any Court or agency imposed sanction. Where a sanction is imposed on the City because of misconduct or negligence on the part of the attorney, the City may recoup up to a maximum of \$1000 through the mechanism of payroll deduction unless the employee is otherwise disciplined with a suspension; however, no payroll deduction will be conducted if the Union grieves the matter until the dispute is resolved through the grievance procedure.

B. MEDIATION SANCTIONS:

1. Section 2.403 of the Michigan Court Rules currently requires all mediation summaries to be filed at least 14 days before hearing. Failure to file or to serve the required summary by the required date subjects the offending attorney or party to a \$150 penalty. This penalty is not to be charged to the client unless the client expressly agrees in writing to be responsible for the penalty.
2. The parties agree for purposes of mediation sanctions only that the proper disciplinary progression for any attorney who within the contract retention period and without good cause files a late mediation summary as defined by The Michigan Court Rules shall be as follows:

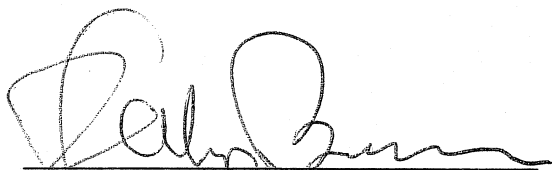
FIRST OFFENSE:	Oral Reprimand;
SECOND OFFENSE:	Written Reprimand;
THIRD-FOURTH OFFENSE:	Suspension equivalent in value to the mediation penalty imposed;
FIFTH OFFENSE:	10-day Suspension;
SIXTH OFFENSE:	Discharge.

In the event any bargaining unit member within the contract retention period and without good cause files a late mediation summary, in lieu of the discipline provided for above, the attorney may elect to forego discipline and pay the penalty for the late mediation summary.

When imposing any of the aforementioned sanctions, the City will not take into account any prior infraction by an employee which occurred more than two years previously.

3. The City of Detroit hereby agrees to be responsible for the payment of the mediation penalty imposed against any attorney who has served the disciplinary penalty referred to above.
4. Mediation sanctions falling on the same day shall be considered as one offense for purposes of the progressive discipline provisions of this memo of understanding, provided however, that individual attorneys who accrue mediation penalties for three or more late Meditations on the same day shall be responsible for reimbursing the City for the mediation penalties incurred.

Dated This 22nd Day of September, 2006



Phillip S. Brown, President
UAW, Local 2211



Barbara Wise-Johnson, Interim Director
Labor Relations

MEMORANDUM OF UNDERSTANDING

Between The

CITY OF DETROIT

And The

UAW, LOCAL 2211-PAA

RE: Joint 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 continue the Labor/Management Committee.

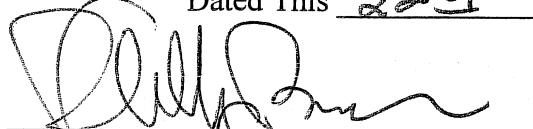
Composition of the Committee shall consist of three (3) members of the Union, one of whom shall be the Union President and three (3) management representatives, one of whom shall be the Labor Relations Director or his/her designated representative. Appointment of the Union and management representatives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

Matters which are appropriate for placement on the agenda of the committee include: proposed organizational changes in the Law Department, methods for evaluating performance of attorneys, provisions for adequate support staff for attorneys, promotional opportunities, methods for fostering professional development and additional means of improving staff retention. Other matters affecting working conditions may be placed on the committee's agenda at the request of either party, including employment issues that are unique or of special concern to the department. Proper issues for discussion may include methods of increasing productivity, implementing technological changes, and training employees in the department.

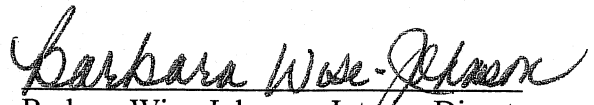
The parties agree that to increase effectiveness of Committee discussions, relevant training in specific subject areas should be made available to committee members. Provisions may be made to send selected committee members to seminars, workshops or in-service training.

The parties agree that this memorandum of understanding is not intended to establish any bargaining obligation over and above that required by the Public Employment Relations Act or other provisions of this Agreement; nor is this provision intended to prohibit management from exercising its rights under the Agreement prior to discussions in the joint labor/management committee. The purpose of this memorandum is to encourage and foster meaningful discussion between the parties; therefore, this memorandum shall not be subject to the grievance procedure.

Dated This 22nd Day of September, 2006



Phillip S. Brown, President
UAW, Local 2211



Barbara Wise-Johnson, Interim Director
Labor Relations

MEMORANDUM OF UNDERSTANDING

Between The

CITY OF DETROIT

And The

UAW, LOCAL 2211-PAA

RE: Precedence of ADA and MHCRA Obligations to Disabled Person

WHEREAS the City of Detroit and UAW Local 2211 Public Attorneys Association, each became 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 right 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

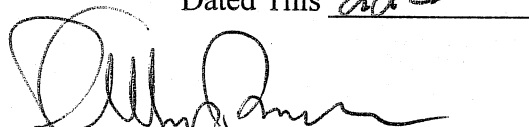
WHEREAS the full impact of the legislation's application to City of Detroit employment policies, present and future, and the changes that will necessarily have to be made to past practices, including those that grew out of the operation of the provisions of prior labor agreements between the parties, 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 foretated obligations and anticipated uncertainties attendant, the MHCRA, and the ADA in particular, the parties hereby agree that:

1. Non-Discrimination - Include "persons with disabilities" in the classes in the Contract's discrimination clause.
2. General Compliance – "This Contract shall comply with the Americans with Disabilities Act."
3. Union Representation – "During the process to identify a reasonable accommodation, the employee has the right to have Union representation, if he or she so chooses."

Dated This 22nd Day of September, 2006



Phillip S. Brown, President
UAW, Local 2211



Barbara Wise-Johnson, Interim Director
Labor Relations

MEMORANDUM OF UNDERSTANDING

Between The

CITY OF DETROIT

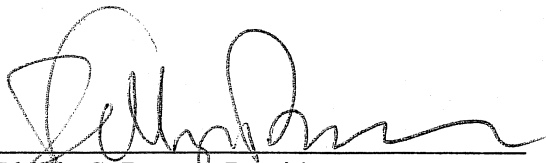
And The

UAW, LOCAL 2211-PAA

RE: Change in Language

Any change in language in this 2005 to 2008 Contract from the language contained in the 2001 to 2005 Contract is not intended and shall not be construed to abrogate the positions of either party for grievances that were filed under the 2001 to 2005 labor agreement.

Dated This 22nd Day of September, 2006



Phillip S. Brown, President
UAW, Local 2211



Barbara Wise-Johnson, Interim Director
Labor Relations

MEMORANDUM OF UNDERSTANDING

Between The

CITY OF DETROIT

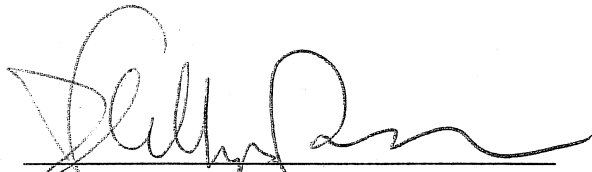
And The

UAW, LOCAL 2211-PAA

RE: Coalition Bargaining

The parties agree that if, during the term of this Collective Bargaining Agreement, the Coalition reaches agreement with the City on the issues of Hospitalization and Medical Insurance, and Pension benefits, such changes will be incorporated into this Collective Bargaining Agreement, upon ratification by the parties.

Dated This 22nd Day of September, 2006



Phillip S. Brown, President
UAW, Local 2211



Barbara Wise-Johnson, Interim Director
Labor Relations

MEMORANDUM OF UNDERSTANDING

Between The

CITY OF DETROIT

And The

UAW, LOCAL 2211-PAA

RE: Wage Concessions, DOWOPs, Changes to the Health Care Plan and Guarantee No Lay-offs

1. SERVICE SCHEDULE

For the period of time beginning on March 13, 2006, and ending June 30, 2006, bargaining unit members will be required to take eight (8) days off without pay (DOWOP). These days may be scheduled with the approval of management at any time during this period.

Effective July 1, 2006, bargaining unit members will be required to take the following number of DOWOPs per quarter:

1 st Quarter (July through September)	6 days
2 nd Quarter (October through December)	7 days
3 rd Quarter (January through March)	7 days
4 th Quarter (April through June)	6 days

During this period of DOWOPs, bargaining unit members shall receive no more than nine (9) days of pay in every two (2) week period.

DOWOPs will be utilized in the same manner as a vacation day (requested by the employee and approved or denied by the manager). Such request for DOWOPs shall not be unreasonably denied. Any DOWOPs not taken during this period will be forfeited and are not compensable in any manner whatsoever. In the event that an employee should leave the payroll prior to the expiration of this agreement, any DOWOPs taken and paid for by the City (e.g. an employee is approved for 2 DOWOPs in a pay period but is paid for 9 days) will be recovered from the employee's off-time banks at time of separation.

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.

On their scheduled DOWOP, an employee shall not have the option to cover the hours not worked on that day with sick leave, vacation time, swing holidays, or any other type of off-time bank. If a DOWOP occurs on a day for which the employee is entitled to use funeral leave, then the DOWOP shall be rescheduled. If a DOWOP occurs on a day on which the employee is serving jury duty, then the employee will be entitled to his or her jury pay for that day, but shall not be entitled to receive from the City the difference between jury pay and regular pay for that day.

In recognition of the additional time off bargaining unit members will have during the term of this agreement, employees will allocate their vacation time in a manner appropriate to their workload. Management will make every reasonable effort to approve vacation as requested. Any vacation days that were requested by the employee and denied by management will be allowed to

be carried over pass the October 1, 2006, and the October 1, 2007, forty (40) vacation day maximum carry over limit. In order for this waiver to be applied the request and denial must be in writing. If any employee separates from service prior to October 1, 2008, the employee's vacation bank balance will not exceed what would have been in his/her bank had the forty (40) day limit been in effect on October 1, 2007. In no event will employees be allowed to carry over more than forty (40) vacation days on October 1, 2008.

For the purposes of monitoring attendance, a DOWOP shall not be considered as an absence and in no event shall it be considered for the purposes of disciplinary action.

DOWOPs shall have no impact on the employee's annual performance evaluation. Bargaining unit members will continue to be evaluated and will be eligible to receive any resulting merit increase during the life of this Memorandum.

For the purposes of qualifying for fringe benefits based upon hours worked (e.g., sick leave, vacation, longevity, holidays, pension), employees shall have their qualifying limits reduced proportionate to their work hours lost because of DOWOP. Average final compensation for pension purposes shall be calculated in a manner to negate the impact of DOWOPs.

Effective July 1, 2007, all such modifications necessitated by DOWOPs will be nullified and all conditions affected by DOWOPs will be returned to the level in effect on March 12, 2006.

2. HEALTH CARE BENEFITS

The Union agrees to the health care benefit changes as described in Exhibit III. Such changes shall be effective on or after July 1, 2006. The exact implementation, that is to occur on or after July 1, 2006, shall be determined by the City. It is also understood, that should the City reach an agreement with other non-Act 312 eligible City labor organizations on a health care benefit plan that is more advantageous to the employee, such plan will be implemented for members of this Union.

It is further agreed that the employee's contribution towards the component premiums (i.e., One Person, Two Person, Family) of the new health care benefit plan design for the Blue Cross Blue Shield PPO plan and all HMO plans shall not exceed 20%. 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. Employees insuring sponsored dependents under any plan shall continue to pay the entire premium for this coverage. Effective with the Family Continuation Verification Period for the plan coverage year that begins on or after 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.

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 Part 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 the 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.)

The parties understand the need to continue to work collaboratively toward establishing cost saving measures for medical, dental, and optical plans, as well as to resolve any benefit issues that may arise with the implementation of the City's new HR/Payroll and Benefits System. Towards this end, either party is encouraged to utilize the Special Conference language, as contained in Article 8 of the PAA Master Agreement.

3. GUARANTEE OF NO LAYOFFS

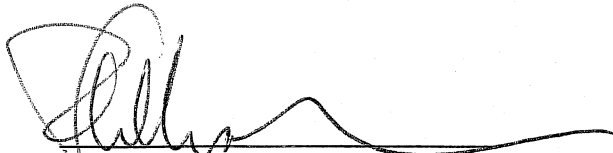
The City agrees that during the period that DOWOPs are in effect (March 13, 2006 through June 30, 2007), no members who are in the bargaining unit as of March 3, 2006, will be laid off.

4. COMMITMENT TO A FAIR AND EQUITABLE SETTLEMENT

The City agrees that with respect to the complete terms of this Memorandum of Understanding and Article 19, "Compensation" of the PAA 2211 2005-2008 Master Agreement, the Public Attorneys Association, UAW Local 2211, will not be disadvantaged as a result of any subsequent modifications to a master agreement, memorandum of understanding or other agreement reached with any other non-Act 312 bargaining unit.

Dated this 27th day of September 2006.

For the Union


Phillip S. Brown, President
UAW, Local 2211

For the City of Detroit



Barbara Wise-Johnson, Interim Director
Labor Relations

EXHIBIT I

SCHEDULE OF WAGE RATES

<u>Class Code</u>	<u>Classification</u>	<u>July 1, 2005 through June 30, 2008</u>
09-11-42	Assistant Corporation Counsel	\$44,700 - \$89,600
09-11-52	Senior Assistant Corporation Counsel	\$69,100 - \$104,100

**EXHIBIT II
HOLIDAY SCHEDULE
PUBLIC ATTORNEYS ASSOCIATION**

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.

City Alternative Health Care Proposal

1. 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 as possible to allow employees the opportunity to switch to other plans and/or add dependents.
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 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.

Exhibit III
PUBLIC ATTORNEYS ASSOCIATION

BCBSM PPO Plan

Plan Design	In-Network Benefits		Out-of-Network Benefits	
	Current Plan	Alternative Plan	Current Plan	Alternative Plan
General Plan Information				
Annual Deductible/Individual	\$0	\$175	\$250	\$425
Annual Deductible/Family	2x individual deductible	2x individual deductible	2x individual deductible	2x individual deductible
Coinsurance (Outpatient only)	100%	90%	80%	70%
Office Visit/Exam	\$5 copay	\$10 copay, then 100%	D&C	D&C
Outpatient Mental Health/Substance Abuse	90% - 50%	90% - 50%	50%	50%
Annual Out-of-Pocket Limit/Individual	None	\$1,000	\$1,000	\$2,000
Annual Out-of-Pocket Limit/Family	None	\$2,000	\$2,000	\$4,000
Inpatient Hospitalization				
Inpatient Hospitalization	100%	100%	80%	70%
Emergency Room (copay waived if admitted)	\$50 copay	\$75 copay, then 100%	\$50 copay	\$75 copay, then 100%
Urgent Care Facility	100%	\$10 copay, then 100%	D&C	D&C
Hospital Admission Deductible	None	None	None	None
Prescription Drug Benefits Retail				
Generic	\$5	\$5	75% less copay	Not covered
Brand (Singlesource/Formulary)	\$10	\$15	75% less copay	Not Covered
Brand (Multisource/Non-formulary)	\$10	\$15	75% less copay	Not Covered
Number of Days Supply	30 days	30 days	30 days	30 days
Mail Order				
Generic	\$5	\$10	Not covered	Not Covered
Brand (Singlesource/Formulary)	\$10	\$30	Not covered	Not Covered
Brand (Multisource/Non-formulary)	\$10	\$30	Not covered	Not covered
Number of Days Supply for Mail Order	90 days	90 days	90 days	n.a.

BCN, HAP and THC HMO Plans		
Plan Design	Current Plan	Alternative Plan
General Plan Information		
Office Visit Copay	None	\$ 10 Copay
Inpatient Admission Copay	None	None
Emergency Copay	None	\$ 75 Copay, then 100%
Urgent Care Copay	None	\$10 Copay
Outpatient MH/SA Copay	None	\$10 Copay
Prescription Drug Benefits		
Retail		
Generic	\$3	\$5
Brand (Single source/Formulary)	\$3	\$15
Brand (Multi-source/Non-Formulary)	\$3	\$15
Number of Days Supply	30 days	30 days
Mail Order		
Generic	\$3	\$10
Brand (Single source/Formulary)	\$3	\$30
Brand (Multi-source/Non-Formulary)	\$3	\$30
Number of Days Supply for Mail Order	90 days	90 days

BCBSM Traditional Plan		
Plan Design	Current Plan	Alternative Plan
General Plan Information		
Annual Deductible/Individual	\$50	\$175
Annual Deductible/Family	2x individual deductible	2x individual deductible
Office Visit/Exam	80%	80%
Outpatient Specialist Visit	100% first 6 visits, then 50%	80% first 6 visits, then 50%
Annual Out-of-Pocket Limit/Individual	\$1,000	\$1,000
Annual Out-of-Pocket Limit/Family	\$2,000	\$2,000
Lifetime Plan Maximum	\$1,000,000	\$1,000,000
Inpatient Hospital Services		
Inpatient Hospitalization	100%	100%
Semi-Private Room & Board; Including Services and Supplies	100%	100%
Emergency Services	100%	\$75 copay then 100%
Urgent Care	100%	80%
Hospital Admission Deductible	None	None
Prescription Drug Benefits		
Retail		
Generic	\$3	\$5
Brand (Singlesource/Formulary)	\$3	\$15
Brand (Multisource/Non-Formulary)	\$3	\$15
Number of Days Supply	30 days	30 days
Mail Order		
Generic	\$3	\$10
Brand (Singlesource/Formulary)	\$3	\$30
Brand (Multisource/Non-formulary)	\$3	\$30
Number of Days Supply for Mail Order	90 days	90 days