

# **MASTER AGREEMENT**

**BETWEEN THE**

## **CITY OF DETROIT**

**AND THE**

## **SCATA**

## **U.A.W - LOCAL 2334**

## **2005 - 2008**

**2005-2008 MASTER AGREEMENT BETWEEN THE CITY OF DETROIT AND  
SCATA- UAW 2334**

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# **AGREEMENT**

This Agreement is entered into between the City of Detroit, a Michigan Municipal Corporation, (hereinafter referred to as the EMPLOYER or the CITY), and the United Automobile, Aerospace & Agricultural Implement Workers of America - UAW, Local 2334 - SCATA, (hereinafter referred to as the Union).

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

## **PURPOSE AND INTENT**

- A. The general purpose of this Agreement is to set forth wages, hours, terms, and conditions of employment for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City of Detroit in its capacity as an Employer, the Employees, the Union and the citizens of the City of Detroit.
- B. The parties recognize that the interest of the community and the job security of the employees are dependent upon the parties working together toward achieving the goal of customer service excellence for citizens, businesses and visitors of Detroit; and accomplishing the Employer's initiatives of effective community policing, safe and stimulating programs for young people, and improving the environment in neighborhoods to instill civic pride and encourage new development. To these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.
- C. 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**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for all employees certified to the classifications listed in Exhibit I, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and all other conditions of employment for the term of this Agreement.

## **2. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority, which the City has not specifically abridged or modified by this Agreement are retained by the City. The Union recognizes the exclusive right of the City to establish and enforce reasonable work rules, and to determine the penalties for violation of such rules, provided they do not conflict with the express terms of this Agreement and the applicable labor laws.
- B. Except as specifically set forth in this Agreement, the City retains the sole and exclusive right to manage all its operations and facilities including but not limited to directing its working force of employees, deciding the number and classification of employees needed to staff each facility (including overtime), to make assignments and reassignments, to determine promotional criteria, to decide the number and types of analyses or tests to be performed, to introduce new or improved working methods, equipment or facilities. The City reserves the right to discipline and discharge for just cause. The City reserves the right to layoff for economic necessity; or the occurrence of conditions beyond the control of the City; or where such continuation of work would be wasteful and unproductive. The City shall have the right to establish and change hours and schedules of work including the scheduling of overtime work and to establish and change the methods and processes by which such work is performed.
- C. Except as specifically abridged, delegated, granted or modified by this Agreement, or any supplementary agreements that may hereafter be made, all of the rights, powers, and authority the City has prior to the signing of this Agreement are retained by the City and remain exclusively and without limitations within the rights of the City.
- D. The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its members nor shall any seniority employee be laid off or demoted as a direct and immediate result of work performed by an outside contractor.

## **3. UNION REPRESENTATIVES**

- A. The Union shall appoint stewards for employees in the bargaining unit. The names of the stewards shall promptly be made known to the Employer in writing. There shall be one (1) steward, and one (1) alternate steward at each of the following work locations:

**Water Works Park Treatment Plant**  
**Springwells Water Treatment Plant**  
**Wastewater Treatment Plant (Operations Laboratory)**  
**Wastewater Treatment Plant (Analytical Laboratory)**  
**Health Department Laboratory**

In the event there is a significant organizational change in the structure of the department(s), a special conference may be requested to discuss steward structure.

- B. The steward, during working hours and without loss of time or pay, may investigate and present grievances to the Employer. Arrangements shall be made with the immediate supervisor for their release without undue delay. This privilege shall not be abused.
- C. The Union President shall be permitted to take time off with pay to handle special conferences, grievances and participate in arbitration cases. Other duties associated with being a local 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 business 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.

With proper notice and when operating needs permit, the Union President shall also be allowed time off with pay to attend the triennial International Union convention, State or regional conventions, or union sponsored training sessions. In these instances, the Union shall reimburse the City for the wages paid while attending these functions. This privilege shall not be abused.

In rare instances, which may not exceed two days per fiscal year, the local Union president may request the release of other Union officials, including members of the Election Committee without loss of time and pay to attend to Union business. When operating needs permit, these requests shall be granted, as long as sufficient notice is given. This privilege shall not be abused. The release of employees under this Section of the contract shall not result in the payment of overtime nor adversely impact department operations. In these instances, the Union shall reimburse the City for the wages paid while attending these functions.

**NOTE:** Wherever the word "President" appears in this Agreement, it is understood to mean "President or his/her designated alternate". Prior to designating an alternate, however, the President must submit the employee's name, in writing, to the department director and a copy to the Labor Relations Division for informational purposes.

- D. Health Department Laboratory Safety Committee: The Health Department steward, provided for in Section A above, may attend the Laboratory Safety Meeting normally held on a monthly basis without loss of time or pay.

#### **4. UNION SECURITY**

- A. Employees are free to join or not to join the Union. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.
- B. The City agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that 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, and covered by this Agreement, who is not a member of the Union and does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date of employment, whichever is later, shall, as a condition of employment, pay to the Union each month a service fee as a contribution towards the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) calendar days after receipt of written notice by the 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 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 procedures.
- D. The City agrees to deduct from the wages of all employees subject to Section C above, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that 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 by-laws of the Union. Each employee and the Union hereby authorizes the City to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent to the Treasurer of the Union. The Treasurer of the Union 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. Provisional employees will not be used to replace, or in lieu of Civil Service status employees, in classifications in the recognized bargaining units, unless it is impossible to hire Civil Service status employees either from within or from outside the City service.

## **5. GRIEVANCE PROCEDURE**

- A. Should differences arise between the City and the Union during the term of this Agreement, an earnest effort shall be made to resolve such differences promptly.
- B. An employee grievance is a difference between the Employer and the Employee relating to the interpretation or application of any provision of this Agreement.
- C. A Union grievance is a difference between the Employer and the Union relating to the interpretation or application of any provision of this Agreement and affecting a large number of employees. Union grievances must be in writing and signed by the President of the Union, and may be submitted directly to the Third Step of the grievance procedure.

Grievances protesting a suspension, discharge or separation of bargaining unit members must be in writing and filed directly at Step 3 (Department Head Level)

- D. The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit.
- E. **Grievance Steps:**

**Step 1:** An employee who believes that any provision of this Contractual Agreement has not been properly applied or interpreted may discuss the matter promptly with his/her supervisor. The employee has the right to have his/her Union steward present. All parties will discuss the matter in a friendly and business-like manner, and will make every effort to reach a satisfactory settlement.

**Step 2:** If the grievance is not satisfactorily resolved in Step 1, the Union steward may submit a grievance in writing to the division head or his/her designated representative within ten (10) working days of the complaint which gave rise to the Step 1 discussion. Both the employee and the Union steward shall sign the grievance form. The grievance form must indicate (1) a statement of the grievance and the facts upon which it is based, (2) the Sections of this Agreement alleged to have been violated (3) the remedy or correction requested, (4) the date of the matter complained of, and (5) a grievance number.

A meeting with the Union will be promptly arranged to take place within five (5) working days from the date of the appeal. The division head or his/her representative shall render a written decision within five (5) working days from the date of the meeting. If the subject grievance is not appealed to Step 3 within five (5) working days from the date of the division head's written decision, Management's last disposition shall be considered the settlement of the grievance.



**Step 3:** If the grievance is not satisfactorily resolved in Step 2, the local Union President may appeal in writing to the department head or his/her designated representative. A meeting shall be held between no more than two (2) representatives of the Union and two (2) representatives of the department. Arrangements for such a meeting shall be made within five (5) working days of receipt of the grievance appeal. The grievant may be present if the case involves his/her discharge, and, if present, counts as one of the Union representatives. A written decision shall be rendered by the department head or a designated representative within ten (10) 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. If the subject grievance is not appealed to Step 4 within ten (10) working days from the date of the department head's decision, Management's last disposition shall be considered the settlement of the grievance.

**Step 4:** If the grievance is not satisfactorily settled in Step 3, the local Union President may appeal the decision, in writing, to the Labor Relations Division. The Union's written appeal to the Fourth Step shall state the grievant, the grievance number, the issue, and the reasons for dissatisfaction with management's Third Step answer. A meeting will be arranged within ten (10) working days between no more than three (3) representatives of the City, and no more than three (3) representatives of the Union to attempt to settle the grievance. A written decision shall be rendered by the Labor Relations Division within fifteen (15) working days of the date of the meeting. The decision of the Labor Relations Division shall be considered as settlement of the grievance unless the decision is appealed to arbitration, according to Step 5, within sixty (60) working days of the date of the decision of the Labor Relations Division or date that such answer was due.

**Step 5 - Arbitration:** Any unresolved grievance which relates to the interpretation, application or enforcement of a provision of this Agreement, and which has been fully processed through the last step of the grievance procedure may be submitted to arbitration by either party in strict accordance with the following:

- F. Arbitration shall be invoked by written notice to the other party of the intent to arbitrate. If the parties are unable to agree upon an ad hoc arbitrator within seven (7) working days of such notice, the moving party will secure a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will then meet to mutually agree upon an Arbitrator from this list.
- G. The Arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and he/she shall be without power and authority to make any decision:
  - 1. Contrary to, or inconsistent with or modifying or varying in any way the terms of this Agreement.
  - 2. Concerning the discipline or discharge of an employee for engaging in a strike, slowdown or stoppage of work, if the employee exercises his/her right under Section 6 of Act 336 of the Public Acts of 1965.
  - 3. Concerning appeals to the Mayor pursuant to applicable State Veterans Law.
  - 4. Granting any wage increases.

5. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
  6. Relative to position classification whether permanent or temporary.
  7. Concerning oral reprimands.
- H. The Arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretion which by state law, or City Charter, the City cannot delegate, alienate or relinquish.
- I. No settlement at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
- J. 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.
- K. The decision of the Arbitrator in a case shall not require retroactive wage adjustment in another case except by express agreement of the parties.
- L. 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.
- M. In the event a case is appealed to an Arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
- N. The expenses of the Arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. The aggrieved and the Union President shall not lose time nor pay for time off the job while attending the arbitration proceedings.

## **6. STIPULATIONS TO THE GRIEVANCE PROCEDURE**

- A. All grievance settlements shall be in accordance with the terms and spirit of this Agreement.
- B. Any grievance under this Agreement which is not filed in writing within ten (10) working days after the grievance arises shall not be considered a grievance. If a grievance is not scheduled or answered by management within the prescribed time limits, the Union shall move the grievance to the next step of the grievance procedure as if denied. The appeal

will be considered timely if filed at the next step in accordance with contractual time limits. Grievances not scheduled or answered within the prescribed time limits shall not be referred back to a prior step in the grievance procedure, unless mutually agreed to by the parties.

- C. 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.
- D. "Working Days" as used in the Grievance Procedure, shall include Monday through Friday and exclude Saturdays, Sundays, and holidays.
- E. The period of "optional holiday closing" (established under the Holiday Article of this Agreement) will be excluded from the grievance procedure time limits.
- F. The Union may withdraw a grievance without prejudice at any step of the Grievance Procedure. 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.
- G. The City shall not be required to pay back wages more than ten (10) working days prior to the date a written grievance is filed.
- H. 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 employees equity therein.
- I. In the case of a pay shortage in which the employee would not have been aware before receiving his/her pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such pay, if a grievance is filed within the ten (10) working days within receipt of such pay check.

## **7. DISCHARGE AND SUSPENSION**

- A. All City discharge and suspension actions shall be invoked by serving a copy of the notice of suspension or discharge on the employee or by mail to the employee's last known address which shall contain the reasons for suspension or discharge. All time periods shall be determined as of the date of service of such notice.
- B. The Employer agrees to notify, in writing, the Union President of the discharge or suspension of an employee in the bargaining unit.

- C. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Union steward.
- D. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the Union steward.
- E. **Appeal of Discharge or Suspension:** Should the employee or the Union consider the discharge or suspension to be improper, the matter shall be referred to the department head step of the grievance procedure (Step 3), within ten (10) working days after the date of the receipt of the notice.
- F. In imposing any discipline on a current charge, management will not take into account any prior infractions which occurred more than fourteen (14) months previously. However, this period shall be extended to twenty-four (24) months where the current charge is a repetition of prior infractions involving workplace violence, sexual harassment, theft or willful destruction of City property, or being under the influence of alcohol or controlled substances at work.

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

## **8. SPECIAL CONFERENCES**

- A. Special Conferences shall be arranged between the Union and the department head or his/her designated representatives upon the request of either party to discuss substantial issues which are of concern to either party. Such meetings shall be between no more than three (3) representatives of the department and no more than three (3) representatives of the Union. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. A copy of the request and agenda shall be sent to the Labor Relations Division for informational purposes.
- B. Matters taken up in Special Conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time nor pay for time spent in Special Conferences.
- C. Special Conferences shall be held within ten (10) calendar days after a request is made, unless extended by mutual agreement of the parties.
- D. Within ten (10) calendar days of the date of the Special Conference, the City shall submit to the President of the Union a written position statement on matters agreed to in Special Conferences. Special conferences are not subject to arbitration.

## 9. SENIORITY

Seniority shall be defined and determined in accordance with Human Resources Department Rules in effect at the time of signing of this Agreement.

Within ninety (90) calendar days of the signing of this Agreement, the City will furnish to the Union a seniority list showing each bargaining unit member's name, address, department, classification, pension number, and total City seniority date. This information will be organized in a format mutually agreeable to the Union and the City.

In addition, the City agrees to provide an up-to-date seniority list to the Union every six (6) months upon request. When feasible, the seniority date of the employee's current classification will be included on the seniority list.

Unless otherwise indicated, the term "seniority" shall mean total City seniority as defined by Human Resources Department Rules.

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

## 10. LEAVES OF ABSENCE

- A. **FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA):** The FMLA became applicable to employees in the bargaining unit on August 5, 1994. The Human Resources Department issued a Personnel Directive 93-1 dated September 9, 1993, which detailed how the provisions of the FMLA would be implemented in City service. This Policy was reissued on April 21, 1998. The Policy is incorporated herein by reference.

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

- B. **CITY LEAVES OF ABSENCES:** Leaves for purposes covered under the FMLA may be extended, and leaves for other purposes may be granted, under the City's leave of absence policies and procedures as set forth in the Human Resources Department's Rule XIV.

## 11. PROBATION PERIODS

- A. Probation periods are recognized as "working test" periods used to supplement other evaluations to determine whether the employee fully meets the qualifications of the class.

Probation periods are required in all cases of initially certified new hires, employees promoted to a higher title, employees re-certified to a new title, reinstated employees and other cases as provided in Human Resources Department Rules. The length of this probation period shall be six (6) months.

- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except separation from City service or reversion to the formerly held title for reasons other than Union activities. For probationary employees with prior City service, the Union shall represent such employees when a department issues a suspension or discharge for just cause instead of taking action to revert the employee to his/her prior status.
- C. During an employee's initial hire probation period, the employing department may, in accordance with Human Resources Department rules, extend the probation period or take action to discharge the employee as a probationary employee. In the case of an unsatisfactory employee who has classified status, the employing department may extend the probation period or take action reverting the employee to his/her former classification, unless a discharge for cause is appropriate.

## **12. PROMOTIONS**

- A. Promotions to available positions in the bargaining unit shall be made upon recommendation of the department subject to approval of the Human Resources Department. The normal sequence of promotion shall be as follows provided the employee meets the requirements of the class:

### **Technician Series**

- Water Systems Laboratory Technician Trainee
- Water Systems Laboratory Technician
- Senior Water Systems Laboratory Technician

### **Chemists assigned to Plant Control Operations**

- Junior Chemist
- Assistant Water Systems Chemist
- Water Systems Chemist

### **Chemists assigned to Analytical Laboratory**

- Junior Chemist
- Analytical Chemist

### **Microbiologist Series**

- Junior Microbiologist
- Microbiologist

## **Wastewater Process Control Classes**

Assistant Wastewater Process Controller  
Wastewater Process Controller

- B. Technicians who obtain the required degree and have served a minimum of one (1) year in their present classification may be recommended for promotion to available chemist positions as follows provided the employee meets all requirements of the class:

Water Systems Laboratory Technician Trainee to Junior Chemist

Water Systems Laboratory Technician to Assistant Water Systems Chemist or Analytical Chemist

Senior Water Systems Lab Technician to Water Systems Chemist or Analytical Chemist

- C. Bargaining unit members who have served a minimum of one (1) year in their present classification may be recommended for promotion to available Wastewater Process Control positions provided the employee meets all requirements of the class.
- D. Technicians who are being trained to qualify for Chemist positions may be recommended for promotion on a conditional basis to available Chemist positions as shown in Paragraph B in advance of obtaining their degree in accordance with Human Resources Department policy guidelines, provided the employee meets all other requirements of the class.
- E. Employees represented by the Union shall be considered for all promotional opportunities (within the appropriate series) to positions within the bargaining unit.
- F. Criteria and measures to evaluate employees for promotion shall be determined by the Department. All promotions shall be based upon merit, seniority, ability and the qualifications as set forth in the class specifications.
- G. Upon request, the Union President shall be given copies of approved status changes. Inquiries as to decisions on recommendations for promotion and progress of status changes may be made only by the Union President or Vice President.
- H. An employee who has been denied a step increase shall be informed of the reasons for such denial. Denial of a step increase is a proper subject for the grievance procedure.
- I. Promotions to senior level chemist positions which are outside the bargaining unit will be made at the discretion of the department director. The department shall determine the criteria and measures to be used to evaluate employees for such promotions which shall be based on merit, ability and the qualifications set forth in the class specifications. Employees in the bargaining unit will be given consideration for these promotional opportunities, but this provision does not preclude the department from recruiting personnel for these positions from other sources.

### **13. WORK LOCATION PREFERENCE**

- A. An employee desiring a transfer within the same classification to another plant location may submit his/her request to the department in writing. When the department intends to fill a vacancy, it will do so from the list of those employees who have indicated a preference for that location in accordance with total City seniority.
- B. An employee who does not have the required F 3 Water Plant Operation license may be transferred from the Sewage Plant Division to the Water Treatment Plant Division to positions not involving supervision of a shift without loss of grade or benefits to enable the employee to meet the work experience requisite for the license and allow the employee to take the next scheduled license examination and receive the results.

### **14. EMPLOYEE SAFETY**

- A. The Union and the City mutually agree that employee safety is of primary concern and that every effort shall be made to promote safe equipment, safe work habits, and safe working conditions.
- B. In the interest of continuing laboratory safety, a committee shall be formed consisting of two members of the Union and two members of management. This committee shall meet to discuss and resolve matters pertaining to laboratory safety. Meetings may be scheduled monthly, or more often, if requested by either party.
- C. All new technicians and chemists serving a probationary period, and persons participating in a training program, shall perform work in the laboratory only under the supervision or leadership of a person qualified in laboratory practices.
- D. The City shall provide prescription safety glasses where Federal or State regulations require wearing of safety glasses by bargaining unit members in carrying out work assignments. Such prescription safety glasses shall be provided through the City's Optical Plan.

### **15. CLASSIFICATION MATTERS**

The Union or the department may request Special Conferences on classification matters in accordance with the Special Conference Article of this Agreement. However, all classification matters shall be processed strictly in accordance with Human Resources Department Rules, and pertinent provisions of this Agreement.

### **16. TEMPORARY ASSIGNMENTS**

Employees in supervisory and professional classes are normally expected to relieve in higher positions in the absence of other employees on casual days off, vacations and short-term illness.



However, if an employee is assigned or is permitted to assume the duties and responsibilities regularly performed by an employee in a higher class for more than fifteen (15) consecutive working days or more than fifteen (15) days in a thirty (30) calendar day period, he/she shall be compensated in the appropriate class thereafter.

In the event, it is known that an employee in the higher class will be absent for a period in excess of fifteen (15) consecutive working days and another employee is designated by the department to perform the duties and responsibilities of the absent employee, such designated employee shall be compensated in the appropriate class upon assumption of such duties and responsibilities.

### **Shift Operation Assignments**

At the Water Treatment Plants and the Operations Laboratory of the Wastewater Treatment Plant the chemist position in charge of operating a shift is recognized as being at the Senior Water Systems Chemist level. In the event another employee is given responsibility for operating a shift, he/she shall be compensated on an out-of-class basis at the Senior Water Systems Chemist rate for the duration of such assignment.

## **17. REDUCTION IN FORCE**

If as a result of a reduction in force in the Water and Sewerage Department or Detroit Health 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 which are in effect on the date this Agreement is signed.

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

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

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

Bargaining unit members who were laid off or demoted shall have such reemployment and restoration rights as set out in Rule X. Such reemployment provisions do not apply to persons laid off and separated from City Employment for a period of four (4) years.

## **18. ABSENCE WITHOUT LEAVE**

Any employee who is absent from duty for three (3) consecutive work days without specific leave from his/her department and who fails to notify the employer within those three (3) days (except in cases of proven unabling emergency), shall be deemed to have quit his/her employment from City service and to have vacated his/her position. Any such absence shall be without pay unless otherwise approved by a subsequent action by the employer. This provision shall not be construed to alter any rights of appeal or representation nor any other benefits to which the employee would have been entitled if suspended or discharged.

## **19. WAGES**

### **A. GENERAL WAGE INCREASES:**

- |  |    |   |
|--|----|---|
| 1. Effective July 1, 2005              | 0% |   |
| 2. Effective July 1, 2006              | 0% |   |
| 3. Effective July 1, 2007              | 0% | ( See MOU Re: Wage Concessions  |
| 4. Effective June 30, 2008, 11:59 p.m. | 4% | No retroactive amounts shall be attributable to any period between July 1, 2005 and June 30, 2008 |

- B. **ROUNDING.** 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.

## **20. OVERTIME**

- A. The City has the right to schedule overtime work as required by the City in a reasonable manner. Such overtime shall not be scheduled so as to reduce the work force.
- B. **Time and One-Half Overtime.** Salary rated employees: Time and one-half shall be credited or paid to salary employees as follows:
1. All hours worked over forty (40) in one (1) service week except if such time is worked on a seventh day or a holiday.
  2. Cash payment or credit for all hours worked on the sixth day, provided the employee has worked his/her assigned hours in the work week.
  3. Cash payment or credit for all hours over eight (8) in one (1) service day except if such time is worked on a seventh day or a holiday.

- C. **Double Time Overtime.** Double Time (two-hundred percent [200%] of the basic or hourly rate) will be paid to hourly-rated and salary-rated employees for work on the seventh day of the work week schedules as defined by Chapter 13, Article 2, Section 12 of the Municipal Code of the City of Detroit.

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

- D. Premium payments shall not be duplicated for the same hours worked.
- E. When an employee works overtime, meal periods and coffee breaks are unpaid time. For employees working in twenty-four (24) hour operations compensation will be in accordance with past practice.
- F. Except as herein provided, the provisions regarding overtime all of the above shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit and the State Minimum Wage Law.
- G. All time paid under this contract and existing rules and ordinances for sick leave, holidays, vacation, jury duty time and time lost due to a job connected injury shall be counted as time worked for the purpose of computing overtime.

## **21. SHIFT PREMIUM**

**Afternoon and Night Shifts:** Employees who work regularly scheduled afternoon and night shifts shall receive, in addition to their regular pay, a premium of one dollar (\$1.00) per hour for the afternoon shift and a premium of one dollar and ten cents (\$1.10) per hour for the night shift.

**Shift Premium Times:** The afternoon shift shall be any full-time shift commencing at the hour of 11:00 a.m. or between the hours of 11:00 a.m., and 6:59 p.m. The night shift shall be any full time shift commencing at the hour of 7:00 p.m., or between the hours of 7:00 p.m., and 3:59 a.m., in accordance with Chapter 13, Article 2, Section 12, of the Municipal Code of the City of Detroit.

When an employee is called to work he/she shall be guaranteed no less than four (4) hours of pay for "show up" time at the straight time rate.

Unless provided for otherwise within this labor agreement, all of the provisions of this Section shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit.

## **22. 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 (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 the paragraph 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.

## 23. SICK LEAVE

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

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

- B. Reserve sick leave of five (5) service days shall be granted on July 1 to each employee who was on the payroll the preceding July 1 and who has earned at least sixteen hundred (1600) hours of straight time pay during the fiscal year. Reserve sick leave shall be kept in the Reserve Sick Leave Bank.
- C. Sick leave may not be granted in anticipation of future service.
- D. Sick leave balances shall be expressed in terms of hours and shall be posted on the employee's check stub.

E. **BONUS VACATION**

1. **Fifty day qualifier:** Employees who have accumulated a total of fifty (50) or more unused sick leave days on July 1 shall receive up to six (6) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited according to the following table:

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

2. **Twenty-five Day Qualifier:** Employees who have accumulated a total of at least twenty-five (25) but less than fifty (50) or more unused sick days on July 1 shall

receive up to three (3) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited according to the following table:

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

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

- F. Employees will have access to Departmental Leave Days in accordance with the Municipal Code and the Manual of Standard Personnel Practices for absences for the purpose of taking city examinations, except non-competitive promotion examinations, attending a wedding of an immediate member of the family, consulting the draft board, participating in documented activities in public and private schools and other justifiable reasons, in the judgment of the department head, shall be considered proper charges against the employee's current sick leave bank; provided that where possible, permission for such absence must be secured from the department. This generally includes only absences due to personal business which can only be conducted during working hours. Departmental Leave Days can only be granted from the current sick leave bank. Permission will not be unreasonably withheld.
- G. Employees assigned to seven day operations shall be required to call in one (1) hour prior to the start of their shift when requesting a sick day.
- H. The above shall be in accordance with Chapter 13, Article 5, Section 2, of the Municipal Code of the City of Detroit except as modified by this article.

## **24. UNUSED SICK LEAVE ON RETIREMENT**

- A. Employees shall be entitled to payment for unused sick leave on retirement as follows:  
  
Upon retirement, or death with twenty (20) years of service, an employee shall be entitled to payment of one-half (½) of their unused sick leave. 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.
- C. 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.

## **25. 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 contract.
- E. Employees shall have the option when called to jury duty to use vacation or compensatory time for such service. In that event, the employee will not be required to turn in his/her jury pay. However, the employee must notify the department of his/her desire to exercise this option prior to the first date of jury service.
- F. Jury duty shall be considered as time worked.
- G. An employee on jury duty will be continued on the payroll and be paid at his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the City will deduct the amount received or due from such jury duty, less any mileage allowance paid for the jury service from the employee's pay.

## **26. 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, and 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. Entitlement to funeral leave days for death of members of the household, as set forth in Section (A) above, shall be construed to include any relatives of the employee also living in the household the employee lives in, no matter what the degree of relationship.
- F. 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.
- G. Employees may be required to submit suitable proof of the employee's relationship to the deceased and suitable proof of the employee's attendance at the funeral.

## **27. HOSPITALIZATION, MEDICAL INSURANCE, DENTAL INSURANCE AND OPTICAL CARE**

*Additional changes to this Article are reflected in the Memorandum of Understanding RE: Alternative Health Care Plan. Representatives of this bargaining unit shall have the opportunity to participate in the labor management meetings on health care issues. In preparation for such meetings, the City will provide reasonable information to the Union upon request.*

- 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 five dollars (\$5) for generic and fifteen (\$15) for brand name.



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

<b>Single person</b>	<b>\$100.06</b>
<b>Two persons</b>	<b>\$238.29</b>
<b>Family</b>	<b>\$253.54</b>

Fifty percent (50%) of any premium charges that exceed the above amounts shall be paid by the employees and fifty percent (50%) shall be paid by the employer. When the City's payroll system has the capability of allowing employees to pay these amounts through the pre-tax IRS Code 125K mechanism, all bargaining unit members shall be entitled to participate. The parties will continue to pursue potential means of reducing health care costs or stunting their escalation in the future through discussion between the parties.

- 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 for vested retirees) on or after July 1, 2006, the co-pay for the Prescription Drug Benefit was increased to five dollars (\$5) for generic and fifteen \$15 for brand name. For persons who retire on or after July 1, 1986, the City will pay up to the following amounts per month for hospitalization and medical insurance:

<b>Single person</b>	<b>\$100.06</b>
<b>Two persons</b>	<b>\$238.29</b>

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

- 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 (2) 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 fifty (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. Class I, II, and III benefits shall not exceed \$1,000 per person per year. In addition, Orthodontic coverage shall be on a 50% co-pay basis with a \$1,000 life time maximum. Other terms and conditions regarding these plans shall be in accordance with the standard Blue Cross/Blue Shield policies regarding administration of such programs.

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

Coverage for new hires shall begin on the first of the month following the employee completing six months of service. Coverage ends on the last day of the month that employment ends.

- H. The City will provide Optical Care Insurance through the Employee Benefit Board and such benefit will include case hardened lenses. Effective July 1, 2005 through June 30, 2006, the City will contribute \$6.42 per month for employees covered by CO/OP Optical and \$6.27 per month for employees covered by Heritage Optical. Optical Care enrollments will occur at two (2) year intervals.

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

- I. If, during the term of this Agreement, a Federal Health Security Act is enacted, the parties agree to reopen discussions with respect to health care benefits if there is a need to do so due to the impact of such a federal program.
- 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 that amount to an escrow account which shall be used to offset health care cost or to increase health care benefits.
- L. Employees on the active payroll who are covered by a health care plan offered by an employer other than the City, and can furnish proof of such coverage, may elect to take an annual \$950 cash payment, payable monthly, in lieu of the hospitalization-medical

coverage offered by the City. This election shall take place annually during the open enrollment period.

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

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

## **28. DEATH BENEFITS AND LIFE INSURANCE**

### **A. Death Benefits:**

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

#### **1. Membership**

Mandatory for regular employees.

#### **2. Contributions**

By the City - \$13.30 per year per employee.

By the employee 20¢ per week or \$10.40 per year.

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

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

1. A lump-sum duty death benefit of \$10,000 will be paid to the beneficiaries or estate of employees who are killed or who die as a direct result of injuries sustained in the actual performance of their duties.

2. A lump-sum payment of \$10,000 will be made to any employee who is totally and permanently disabled from illness or injury arising solely out of the actual performance of their duties. "Totally and permanently disabled" shall be defined exclusively as follows:

a. Total and permanent loss of sight of both eyes.

- b. Loss of both legs or both feet at/or above the ankle.
- c. Loss of both arms or both hands at/or above the wrist.
- d. Loss of any two of the members or facilities enumerated in (a), (b), (c).
- e. Permanent and complete paralysis of both legs or both arms or one leg and one arm.
- f. Incurable insanity or imbecility.

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

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

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

The Medical Board of Inquiry shall consist of three (3) 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 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/her 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 of 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 (2) 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.

## **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 9 months after they go off the payroll. Thereafter, employees will be entitled to benefits which accrue to them through the Pension Plan and the Income Protection Plan.

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

- E. Consistent with the Workers' Compensation Act and current City practices:
  - (1) The City shall continue its program of returning workers who suffered job injuries back to active employment to perform work tasks which are compatible with their current physical capabilities. To the maximum extent possible, employees will be returned to their former job classification in their former department, or if no such position is available, in another City department if they are presently able to perform the essential duties with or without reasonable accommodations.
  - (2) If the employee is presently able to perform some but not all of the essential duties, but there is competent medical documentation that he/she will be able to perform all such duties within ninety (90) days, he/she may be placed conditionally in an available position in the classification subject to review at the end of this period. Work tasks assigned will be those compatible with present work restrictions.
  - (3) If the employee cannot presently be returned to his/her former job classification, he/she will be placed in an appropriate available position in another classification on a temporary basis until such time as the employee is able to return to his/her former

job classification or acquires permanent status in the alternate classification by action of the Human Resources Department. The duration of the temporary status shall be in accordance with the Workers' Compensation Act. During the temporary period, efforts will be made to place the employee in available positions consistent with his/her training and experience and current physical capabilities.

- (4) While employed in the alternate job classification, whether temporary or permanent, the employee shall be represented by the local union having jurisdiction over employees in that classification and at that location. However, residual seniority rights to the employee's former classification shall remain with his/her former local or other union. An employee in an alternate classification on a permanent basis continues to have a right to return to his former job classification in his former department when physically able to do so.
- (5) Employees returned to work under these provisions shall not be charged with absences for disciplinary purposes where there is medical documentation that such absences were caused and necessitated by the former job injury.
- (6) Employees will be eligible for wage increases granted to their alternate job classification.
- (7) Should a medical dispute arise between the employee's physician and the Employer's physician, a third physician will be mutually selected by the doctors and the third doctor's opinion shall be final and binding on the City and Union.

### **30. VACATIONS**

#### **A. ELIGIBILITY:**

Employees inducted during the course of the fiscal year shall not be eligible for vacation leave without deduction of pay until they shall have earned at least 1,000 hours of paid time, exclusive of overtime or premium time, and until they have attained status as City employees for at least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. Once employees have earned at least sixteen (1600) hours of paid time, exclusive of overtime, and have attained status as employees for at least twelve (12) months, they are entitled to five (5) additional vacation days.

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

B. The vacation schedule shall be as follows:

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

C. **VACATION PERIOD:**

1. Vacations will, insofar as possible, be granted at a time most desired by employees in accordance with the following procedure:
  - a. Prior to April 15th each year, employees in each plant shall submit written vacation preferences indicating their first choice, second choice, and third choice. Vacation schedules shall be posted by May 15th. Employees who fail to submit their vacation preferences will be granted vacation on a first come basis, operations permitting.
  - b. Vacation shall be granted on a total City seniority basis. Employees in each classification may request and shall be entitled to take their vacation days consecutively but not to exceed 15 days, provided that it does not adversely affect the operations of the department. Additional consecutive days may be granted at the discretion of the department. On vacations of less than one week, requests must be made 24 hours in advance.
  - c. All vacation requests must be approved in writing by the department.
2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day.
3. If an employee becomes ill while on his/her vacation, or prior to, his/her vacation shall be re-scheduled after proof of such illness.
4. Employees who are on extended sick leave of one (1) month or more on any October 1 date, shall, upon prior written application to the department head and the Finance Director be entitled to a lump sum payment in lieu of time off for all vacation leave earned during the preceding fiscal year.
5. An employee's vacation bank may not exceed more than forty (40) days, or 320 hours, on any October 1.



**D. VACATION PRORATION:**

Employees who fail to accumulate the required sixteen hundred (1600) straight time regular payroll hours, those who die and those who are separated from the service, either temporarily or permanently, so that it is apparent at the time of separation that they will not accumulate sixteen hundred (1600) hours of straight time pay, shall be entitled to vacation leave before such separation computed as follows: 8.3 percent of the vacation credit of the previous July 1 multiplied by the number of calendar months in which employees have been paid for not less than one hundred and sixty (160) straight time regular payroll hours, and rounded to the nearest whole number. After sixteen hundred (1600) straight time hours are worked in a fiscal year, employees will be entitled to one hundred percent (100%) of their next July 1 vacation.

Employees who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one (1) year anniversary date to the date of separation by 8.3 percent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

**E. CREDITING VACATION:**

One hundred percent (100%) of anticipated annual vacation leave (rounded down to the nearest ½ day) will be posted to an employee's bank after he/she has accumulated sixteen hundred (1600) straight time hours in a fiscal year. In the event an employee has been credited with more time than he/she has earned, on the succeeding July 1, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two (2) banks, he/she will be docked for the time.

**F. VACATION PRORATION - LAYOFFS:**

An employee who is laid off for an extended period of time beyond thirty (30) calendar days, will receive a lump-sum bonus payment in lieu of any unused vacation credit including that accrued in the current fiscal year on a pro-rata basis according to Section D. A recalled employee who received a lump-sum bonus credit at the time of layoff for the current fiscal year will have such credit deducted from the total vacation earned in the fiscal year in which he/she is laid off.

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

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

### **31. HOLIDAYS AND EXCUSED TIME OFF**

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

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

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

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

- D. If an employee is absent without just cause on a holiday or excused time day on which he/she is scheduled to work, he/she shall receive no pay for the holiday.
- E. Double time will be paid for all hours worked on a holiday in addition to the straight time holiday pay due for a holiday as such.
- F. Premium payments shall not be duplicated for the same hours worked.
- G. Employees shall be granted eight (8) hours of excused time on Good Friday effective in the year 2004 and thereafter or the last eight (8) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of excused time on the last scheduled paid day before Christmas Day and before New Year's Day and for Veteran's Day, and the day after Thanksgiving, and Election Day as designated by the City Council, or an additional swing holiday in the event there is no designated Election Day, provided they are on the payroll through the excused time day in question. Employees required to work any portion of the excused time on these days will receive either equal time off for hours worked or additional pay at straight time for such hours at the option of the department head. No holiday premium will be paid for work on these days. When an employee is absent without good cause for the non-excused portion of the day, he/she shall forfeit this excused time for the day.

- H. For the purpose of this Article, an employee shall be considered off the payroll if he/she engages in a work stoppage which extends through a holiday or excused time day. All benefits under this Article will be forfeited for the holiday or excused time day in question.
- I. If a holiday or excused time day falls on Saturday it shall be observed on the preceding Friday, and if a holiday or excused time day falls on Sunday it shall be observed on the following Monday for all employees except those assigned to six and seven day operations. Should two (2) consecutive holidays or excused time days occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official holidays.
- J. If an employee engaged in six or seven day operations works either the actual calendar holiday or the substitute holiday, he/she shall receive the holiday premium, but he/she will not be allowed to pyramid holiday premium for working both days.
1. An employee assigned to a six or seven day operations may be scheduled off for the holiday on either the calendar holiday or the substitute holiday.
  2. When an employee works both the calendar holiday and the substitute holiday, the day selected as a holiday for pay purposes shall be the day which allows the employee the maximum pay credit for working both days.
  3. If an employee works either the calendar holiday or the substitute holiday, but not both, he/she shall be paid holiday premium for the day worked.
  4. If an employee is off sick on the calendar holiday, or the substitute holiday, or both, he/she shall receive holiday pay in lieu of sick pay on one of the two days. If he/she works either of the two days he/she shall receive holiday premium.
  5. If an employee is AWOL on the actual calendar holiday, but works the substitute holiday, he/she shall not be entitled to holiday pay or holiday premium.
- K. The City shall have the option to close all or part of its facilities for the Christmas and New Year's holiday season consistent with operating needs and the public service. Employees shall have the option of using vacation, swing holidays, compensatory time or no-pay for any days off during this period. If an employee has none of the above listed accrued time, departmental leave may be used if available. If an employee has no paid time accrued, and wishes to work, the City will make every attempt to place an employee in his/her department on a job assignment consistent with their job classification and ability to perform the work.

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

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

**December 27, 28, 29, 2005**

**December 26, 27, 28, 2006**

**December 26, 27, 28, 2007**

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

## **32. RETIREMENT**

A. Eligibility for Service Retirement Allowance - Any employee who is covered by the provisions of this Agreement and who is a member of the General Retirement System of the City of Detroit who has thirty (30) or more years of credited service may retire upon his/her written application filed with the Board of Trustees setting forth the date, which shall not be less than thirty nor more than ninety days, subsequent to the execution and filing of said written application, he/she desires to be retired. On the date so specified for his/her retirement he/she shall be retired, notwithstanding that pending such period of notification he/she may have separated from City service. Upon his/her retirement he/she shall receive a Retirement Allowance as provided by the City Charter and Municipal Code. Employees may retire on or after July 1, 1992, with 25 years of credited service but less than 30 and receive an actuarially reduced pension which shall be known as the Actuarially Reduced 25 Year Option of the Retirement Plan. Employees who are receiving a duty or a non-duty disability pension or Income Protection benefits may elect to convert to this new option if they otherwise meet the qualifications.

The above paragraph notwithstanding, employees hired after March 1, 1997, shall not be eligible for a Service Retirement until they shall have attained fifty-five (55) years of age. The age requirement shall apply to both the Regular Service Retirement with thirty (30) years of service and the Early Service Retirement (actuarially reduced) with twenty-five (25) or more years of service.

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

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

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

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

- B. Retirement benefits shall be modified to include an optional coordination of benefits between regular retirement benefits and Social Security benefits for those employees who retire from the City with a regular retirement or the Actuarially Reduced 25 Year Option prior to becoming eligible for Social Security payments. Such coordination of benefits shall cause an approximate leveling of total monthly benefits derived from both the City's retirement system and Social Security without creating any additional actuarial costs.
- C. For employees hired on or after July 1, 1980, the vesting provisions of the City Retirement Plan shall require ten (10) years of service regardless of age in lieu of the "40 and 8" age and service requirement.
- D. For employees who separate from City service with a vested pension prior to reaching eligibility for a regular service retirement, time earned after July 1, 1986, shall not be factored into the formula for determining their pension benefit until they shall have attained age 62. This provision will not affect the current practice governing disabled employees.

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

- E. Employees who become eligible for a pension under the vesting provisions of the plan, shall be ineligible for any of the hospital, medical, optical or dental benefits provided for other retirees, spouses, dependents or beneficiaries.
- F. Employee contributions to the general retirement annuity fund shall be optional. Balances in the fund standing to the individual credit of employees discontinuing contribution shall be maintained with accumulated interest to be paid out to the employee upon separation from the City. Employees qualified under the pension vesting provision of the general retirement system may withdraw their annuity with accumulated interest upon separation.

Upon attainment of twenty-five (25) years of service, or at age sixty (60) with ten (10) years of service, or at age sixty five (65) with eight (8) yeas of service, an employee shall be eligible to withdraw, one time only prior to retirement, all or part of his/her annuity savings.

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

- G. At the time of retirement, members of the general City pension system may elect an option which shall entitle them to change their pension option from either option 2 or option 3 to a straight life pension after they have commenced collection of the pension if the member's beneficiary predeceases the member. This shall be known as the Pop-Up Option. The actuarial cost of the change in benefit shall be borne by the member who selects this change in his/her option election.
- H. Employees who retire on or after July 1, 1998, shall have their pensions computed according to the following formula. Using the highest paid 36 consecutive months out of

the last 120, including longevity payments, as Average Final Compensation; 1.6% of Average Final Compensation for each year of service for the first 10 years; 1.8% of Average Final Compensation for each year of service greater than 10 years up to 20 years, 2.0% of Average Final Compensation for each year of service greater than 20 years up to 25 years; and 2.2% of Average Final Compensation for each year of service greater than 25 years; plus \$12 for each year of City service not to exceed \$120. In no case shall benefits paid by the Retirement System exceed ninety percent (90%) of Average Final Compensation except in the case where a higher pension amount has been earned in accordance with the provisions in effect prior to July 1, 1992.

- I. Effective for bargaining unit members who retire on or after July 1, 1999, they shall have the option to 1) select the Unused Sick Leave On Retirement (USLOR) payment benefit provided for elsewhere in Article 24 of this labor agreement or 2) choose to receive payment of twenty-five percent (25%) of their unused sick time and have that sum included in the average final compensation used to compute the membership service pension portion of their retirement allowance. For any member choosing to exercise this option, the lump sum payment of USLOR will be the remaining value of the eligible unused accrued sick leave banks as provided in Article 24.
- J. Effective January 1, 1999, the maximum annual amount payable to an individual on a Duty Disability pension shall be increased to \$9,000 and for Non-Duty Disability pension to \$6,000.

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

- K. Effective January 1, 1999, minor dependents under age 19 or permanently mentally or physically impaired dependent children who become impaired prior to age 19 of employees who die with 20 years of service without a surviving spouse shall receive a payment of \$9,000 per year which shall be divided equally amongst all eligible dependents. The payment will cease when the last minor attains age 19 or for mentally or physically impaired children at death. There shall be no retirement escalator for this payment.
- L. In addition to in-service death pension benefits which already exist for employees with 20 or more years of service, effective July 1, 1998, if a bargaining unit member dies after having attained 15 or more but less than 20 years of creditable service at any age below 60, the surviving spouse will be paid a 50% joint and survivor election. Dependent children, if there is no eligible surviving spouse, are to be paid a total of \$6,000 which shall be divided equally amongst all eligible dependents until the youngest child reaches age 19, or for life if a child is permanently physically or mentally impaired.
- M. The post retirement escalator factor shall increase from 2.0% to 2.25% of original base pension effective July 1, 1992.
- N. Employees shall have the option of selecting from two additional surviving beneficiary options of 25% and 75%.

- O. **Annuity Contribution Amounts:** The City will offer to employees who choose to contribute to the annuity plan the option of 3% up to the Social Security maximum salary which would then be increased to 5%, a straight 5%, or a straight 7%.
- P. Members of the bargaining unit shall have the option of belonging to the City's current defined benefit/defined contribution retirement plan or a new defined contribution retirement plan in accordance with the rules the City will issue for a defined contribution plan. The parties agree that the defined contribution plan the Executive Branch will propose for acceptance by the City Council, although not specifically detailed at this time, is intended to be primarily in accordance with the provisions which were last advocated by the Executive Branch in November-December, 1997.
- Q. Effective August 1, 1999, or the earliest date thereafter when all required agreements are reached between the City and other parties, the membership of the General Retirement System, Board of Trustees [Article II, Section 2, Subsection (1)] shall be modified to provide that one of the trustees is: "The Mayor of the City or his/her designated representative, ex-officio. Such designated person shall be a full time appointive or classified City employee."
- R. All Retirement and Pension Plan Provisions provided for by the City Charter and Municipal Code are incorporated herein by referral unless otherwise specifically modified by this Agreement and Ordinance 2-93, J.C.C. Page 133.

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

### **33. UNEMPLOYMENT COMPENSATION -SUPPLEMENTAL UNEMPLOYMENT BENEFITS**

**A. Unemployment Compensation:**

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

**B. Supplemental Unemployment Plan:**

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

**Section 1.** Application for Supplemental Unemployment Benefits. No employee shall be eligible for S.U.B. unless and until he/she shall have made due application therefore in accordance with the procedure established by the City and shall have met the eligibility requirements of Section 2 of this Article. Such an employee shall be considered as an applicant.

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

- a) such layoff
  1. was from the Bargaining Unit;
  2. occurred in a reduction in force;
  3. was not for disciplinary reasons and was not a consequence of (i) any strike, slowdown, work stoppage, picketing (whether by his/her bargaining unit or any other), or concerted action, or any dispute of any kind involving City employees, or (ii) any fault attributable to the applicant, or (iii) any war or hostile act of a foreign power (but not government controls or regulation connected therewith), or (iv) sabotage or insurrection, or (v) any act of God and
  4. was not self-elected.
  
- b) with respect to such week, the applicant:
  1. had sufficient seniority to be eligible for one (1) week's benefit,
  2. has registered at and has reported to an employment office of the Michigan Employment Security Commission as required by the MUIA;
  3. has received unemployment compensation from MUIA not currently under protest;
  4. has not refused to accept work when recalled pursuant to the Collective Bargaining Agreement and has not refused an offer by the City of other available work which the applicant has no option to refuse under the Collective Bargaining Agreement;
  5. has not failed to report for interview within five (5) working days after notice of recall from the City;
  6. has not failed through any fault of his/her own to report for hire at the employing department within five (5) working days after certification;
  7. was not eligible for and was not claiming any accident or sickness or other disability benefit (other than a disability benefit which would be payable to the applicant whether he/she was working full time or not or a survivor's allowance under Workers' Compensation laws), whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the City;
  8. was not in military service;
  9. did not receive any unemployment benefit from, or under any contract, plan or arrangement of, any other employer, and he/she was not eligible for such a benefit from, or under any contract, plan or arrangement of, any employer with whom he/she has greater seniority than with the City;
  10. must have been on continuous layoff from the City for thirty (30) consecutive calendar days; whereupon he/she will be eligible retroactively for benefits commencing after the second week of layoff;
  11. must not be on layoff from a classification designated as special service, limited term, part-time, provisional, contractual, limited status, or for which the duration of employment is listed as seasonal;
  12. must have at least eighteen (18) months total City seniority.



- c) an employee shall forfeit permanently all eligibility for S.U.B. if he/she shall misrepresent any material fact in connection with an application by him/her for any S.U.B. or other unemployment compensation. Furthermore, he/she shall be subject to disciplinary action upon his/her return to active status.

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

- a. to obtain from employees, persons filing applications for benefits, eligible persons and elsewhere such information as the City shall deem necessary in order to carry out its duties under this Article;
- b. to investigate the correctness and validity of information furnished by any person who applies for a benefit;
- c. to make appropriate determinations pursuant to this article;
- d. to require an applicant to exhibit his/her MUIA Unemployment Benefit check for the week with respect to which application for S.U.B. is made, or to submit evidence satisfactory to the City of receipt or entitlement to receive a MUIA unemployment benefit.

**Section 4.** Amount of Weekly Supplemental Benefit. An applicant who meets all the eligibility requirements of this Article shall be entitled to a weekly Supplemental Unemployment Benefit in the amount of forty-five (\$45) dollars.

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

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

## **34. TUITION REFUND PROGRAM**

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

3. An eligible employee will be entitled to receive a maximum of \$1, 200 per fiscal year to be applied toward payment for participation in employee development programs.

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

### **35. FLEX-TIME**

- A. Water Department employees covered by this Agreement shall generally be permitted to arrive at their assigned work stations at any time between up to ½ hour before and ½ hour after the department's designated starting time. Using one-half day vacation, one-half sick day, or C-Time, at the start of the shift, will not disallow this flex time provision. Normal quitting time for these employees would be that time following completion of the required number of work hours for that work day. If an employee's (or employees') presence is required on a specific day at a specific time, the division head may deny said employee or employees the right to fully utilize the above described flex-time system on that day.

**NOTE:** The above provision does not apply to employees assigned to a 24-hour operation. Afternoon shift and Sample Dispersal assignments at the Water Department's Analytical Laboratory are limited to flexing ½ hour before the department's designated starting times.

- B. The Health Department shall designate its normal business hours. Employees at the Health Department covered by this Agreement may, with prior notice to supervision on the preceding day, adjust his/her starting time up to ½ hour before and ½ hour after the department's designated starting time.
- C. In the event problems arise in the flex-time programs indicated above, the Union, the department or operating division shall request a meeting thereon, and the Union President and the Director of Labor Relations and/or his designated representative will meet in Special Conference within fifteen (15) days of notification of the request in order to resolve the problem. Any resulting modifications of the program will be effectuated within thirty (30) days thereafter. Upon approval of the Director of Labor Relations, the City reserves the right to suspend the flex-time system where appropriate based on department needs.

### **36. SHIFT EXCHANGE**

Employees who are enrolled and attending classes, which are appropriate for departmental upgrading to a professional position, may request to exchange shifts with another employee in the same classification. Such requests shall be submitted in writing to the Chief Plant Engineer or his/her designated representative. Approval or denial of such requests shall be given to the employee, in writing, within fourteen (14) calendar days of submitting the request. In the event of a conflict between two employees, the employee with the highest City-wide seniority shall have his/her choice of shift. If no mutually agreeable arrangement can be worked out at the plant, the matter may be referred to a Special Conference.

### **37. TIME OFF FOR STATE LICENSING EXAMINATIONS**

Provided an employee notifies the Department two 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.

### **38. TIMEKEEPING**

If an employee is required to work overtime because his/her relief is unable to report on time, the employee who works the overtime shall be compensated at the overtime rate. Employees who know in advance they will be late are expected to notify their immediate supervisor that they will be late and the estimated time of arrival.

The department shall have the prerogative to excuse tardiness based upon the circumstances.

### **39. DAMAGED PERSONAL ARTICLES**

The City will reimburse employees for damaged articles including clothing up to \$50. The damage must have arisen directly out of the performance of the employee's duties and be in no way attributable to carelessness of the employee.

Should the Union contend that their members do not have adequate protective clothing, the matter shall be referred to a Special Conference.

### **40. PRIVATE CAR MILEAGE REIMBURSEMENT**

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

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

B. **Definition of Reimbursable Mileage:**

1. Trips from home to headquarters and back home shall not constitute reimbursable mileage.
2. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.

3. Trips from headquarters (or from the designated starting point if he/she has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.
  4. For those employees who do not report to a specific headquarters, or starting point on any given day, mileage in excess of 15 miles from home directly to a job at other than headquarters or starting point at the start of the work day and mileage in excess of 15 miles from a job located at other point than headquarters or starting point to home at the end of work day shall constitute reimbursable mileage.
- C. For City employees residing in Detroit and who report for work outside of Detroit on regularly assigned basis the travel allowance shall be as follows:
1. For employees reporting for work at North Service Center \$5 per day travel allowance.
  2. For employees reporting for work at Southwest Station - \$3 per day travel allowance.
  3. For employees reporting for work at Ford Road Booster Station - \$1.50 per day travel allowance.
  4. For employees assigned to Lake Huron Station - \$18 per day travel allowance. Employees permanently assigned to Lake Huron Station shall be ineligible for this payment 18 months after their assignment to this location.
- D. **Accident Payments:** When an employee is involved in an accident while on City business resulting in damage to his/her automobile in excess of \$50, the City will pay for unrecoverable collision damage in excess of \$50 not to exceed \$250. Employees must furnish proof to their department of the time of an accident and the extent of the damages. Automobile accidents will be excluded from the City's regular small claims program.
- E. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his automobile is to be determined by department practices.
- F. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his normal working hours, he shall be required to furnish said car.
- G. In order to receive mileage reimbursement an employee must actually use an automobile on City business.

## 41. MISCELLANEOUS

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

- B. **Deferred Compensation Plan:** Employees shall be eligible for a Deferred Compensation Plan made available by the City. Participation in the Plan shall be optional with each employee.
- C. The basic step increment schedule for salary classifications shall be five percent (5%) of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification. Beginning January 1, 2005, and thereafter, any progression within the range ("step increments") shall be based on the most recent evaluation of the Service Improvement Process (SIP) program administered by the Human Resources Department, not to exceed the maximum rate for the classification.
- D. Effective July 1, 1980, employees benefits for those employees sixty-five (65) years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee, (e.g. coordination of Medicare/Medicaid coverage with City hospitalization coverage).
- E. 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 an underpayment shall be made within 60 days after notification to the department Human Resources Officer. For overpayment recoveries the City is authorized to deduct up to fifty dollars (\$50) weekly or one-hundred dollars (\$100) bi-weekly.

If the employee separates from City service, the entire unpaid balance shall be recoverable immediately. If the amount owed by the employee is over \$2,600, the City reserves the right to seek immediate recovery through the appropriate legal proceedings.

## **42. OTHER CONDITIONS OF EMPLOYMENT**

Both parties agree that unless modified by this Agreement, fringe benefits and other conditions of employment shall be in accordance with the City Charter, Ordinances, Resolutions and Human Resources Department Rules as adopted by the Civil Service Commission and in effect on the date this Agreement is executed.

## **43. MAINTENANCE OF MINOR BENEFITS**

Employee benefits and conditions of employment, of minor benefit only, which are properly in effect at the execution of this Agreement shall remain in effect during the term of this Agreement.

## **44. VETERANS - RESERVES - EDUCATION**

Nothing in this Agreement shall abridge the rights and preference of veterans and members of the Armed Forces Reserves, as provided by federal, state, and local laws, rules and resolutions.

## **45. BULLETIN BOARD**

- A. The City agrees to provide suitable space at each plant for a three foot by four foot Union bulletin board. The boards shall be used only for the following notices:
1. Recreational and social affairs of the Union.
  2. Union meetings.
  3. Union elections.
  4. Reports of the Union.
  5. Rulings or policies of the Union.

Notices and announcements shall not contain anything, political or of a libelous nature, or that would interfere with the operations of the department. All notices shall be signed by the Union President or the designated representative.

- B. The Union President will promptly remove a notice or announcement from the bulletin board at the request of a member of the administrative or managerial staff of the City. The Union President may request a meeting to discuss the removal. The meeting will be arranged within five (5) calendar days.

## **46. COPIES OF THE CONTRACT**

The City agrees to provide twenty (20) copies of the Agreement between the City of Detroit and the U.A.W., Local 2334 - SCATA to the Union for distribution to its members.

## **47. INTERFERENCE WITH WORK**

- A. The Union agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the term of this Agreement. The City will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, slowdown or other interference by other employees, such inability to work shall not be deemed a lockout under the provisions of this Section.
- B. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, except that the City shall not be required to pay the wages of employees who shall refuse to report for and

be willing to work on City property. Provided, however, that such refusal shall in no way be detrimental to the public health or safety. The employee, however, cannot be ordered to cross a picket line if such action could result in adverse affect of the personal safety of the employee, nor shall employees be required to do work normally done by striking members of other Unions.

## **48. AFFIRMATIVE ACTION**

The City and the Union recognize that there is a provision of the City Charter which mandates the City's Human Resources Department to take affirmative action, as required by the constitutions of Michigan and the United States, to assure that all levels of the classified service are reasonably representative of the ethnic and sex composition of the City. In accordance with this provision, the City agrees:

1. To periodically provide the Union with statistical information concerning the composition of the City's work force and reports concerning policies and programs for achieving equal opportunity in employment.
2. To make available representatives of the Human Resources Department to meet with representatives of the Union to exchange information and discuss affirmative action activities.

## **49. COOPERATION IN VALIDATION STUDIES**

- A. The City and the Union recognize the need for and the responsibility of the Human Resources Department in taking steps to ensure that written tests and other selection devices and procedures used in selecting persons for positions in City service be validated, i.e. that such devices and procedures be shown to be predictive of, or significantly related to, important elements of work behavior of the position or positions for which applicants are being evaluated.
- B. The Human Resources Department agrees to inform the Union of all validation studies and projects directed toward development of validated tests in which the Union or Union members are asked to participate and, upon request, to meet with Union representatives to discuss any aspects of such studies or projects.
- C. The Union agrees to cooperate and provide assistance in validation studies and test development projects conducted by the Human Resources Department and to use its good offices to secure the cooperation and participation of Union members in such studies or projects, provided that the Union is assured that such studies or projects will not cause any detriment to the members of the bargaining unit.
- D. All information provided by participating employees shall be kept confidential and used only for the purposes stated in this Article. If sample tests are administered, the anonymity of participants will be maintained by use of code designations.

## **50. RATES FOR NEW POSITIONS**

When the Human Resources Department establishes a new classification or materially changes the specifications of an existing classification, the rate of pay shall be determined by the Labor Relations Division, subject to the approval of the department involved. Recommendations for the establishment of such rates shall be directed by the Labor Relations Division to the City Council. When the new classification clearly falls within the bargaining unit covered by this Agreement, the Union will be advised as to the classification, the departments, the rate and anticipated number of employees affected before any action will be taken by the City Council.

In the absence of any appeal by the Union within ten (10) working days of the date of the notice to the Union, action on the positions will be submitted to the City Council. In the event of an appeal the interested bargaining agent may negotiate for a suitable rate with the proper department or departments and the Labor Relations Division and the matter shall be handled in accordance with the procedure for Special Conference. If the parties fail to reach an agreement on a new rate within forty-five (45) days after notice is given to the Union, the City may implement its last offer to the Union. Any subsequent settlement shall have retroactivity to the date the offer is implemented.

## **51. SAVINGS CLAUSE**

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

Insofar as there are conflicts between the contract language and either Rules, City Ordinance or Resolutions, the contract language shall prevail. It is understood that any reference to Human Resources Department Rules in this Agreement shall mean such Rules in effect at the time of signing of this Agreement.

## **52. CONTENT**

The parties acknowledge that for the life of this 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 matters may not have been within the knowledge or contemplation of either or both the parties at the time that they negotiated or signed this Agreement.



### 53. 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.

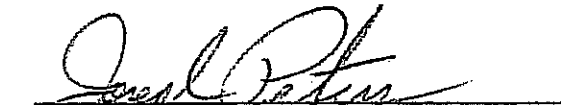
If either party desires to modify this Agreement, it may give written notice to the other party during the month of February, 2008.

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 20, 2008.

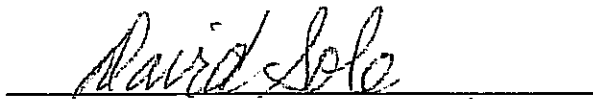
IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

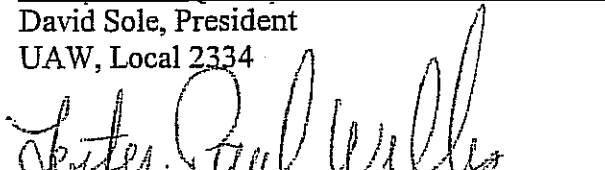
Dated This 13<sup>th</sup> Day of April 2007.

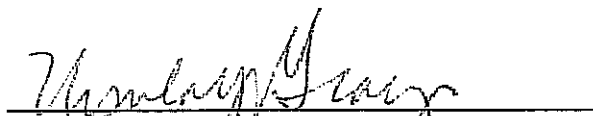
UAW, LOCAL 2334 - SCATA


  
Joseph Peters, Director  
UAW, Region I

  
Aaron Taylor, International Representative  
UAW, Region I

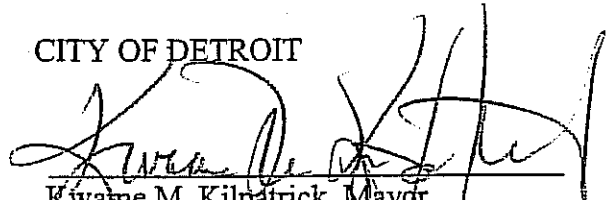
  
David Sole, President  
UAW, Local 2334


  
Lester Paul Willis, Vice-President  
UAW, Local 2334

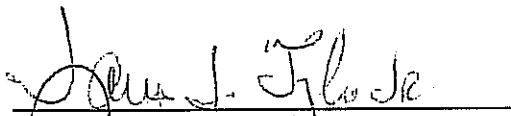
  
Mary Ryan, Recording Secretary  
UAW, Local 2334


  
Kuriakose Cheeramvelil, Financial Secretary  
UAW, Local 2334

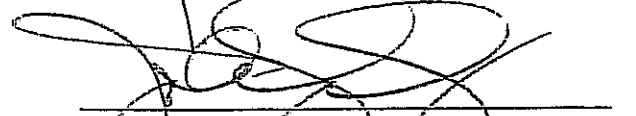
CITY OF DETROIT

  
Kwame M. Kilpatrick, Mayor  
City of Detroit

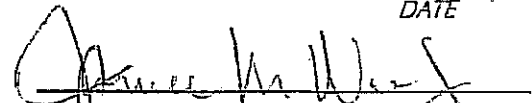
  
Barbara Wise-Johnson, Director  
Labor Relations

  
James J. Tyler, Jr., Director  
Human Resources Department

  
Roger Short, Chief Financial Officer  
Finance Department

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

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

  
JANICE M. WINFREY  
CITY CLERK

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY OF DETROIT**  
**And The**  
**UAW, LOCAL 2334 (SCATA)**

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**RE: Precedence of ADA and MHCRA Obligations to Disabled Persons**

WHEREAS the City of Detroit and the U.A.W. Local 2334 - SCATA, each became subject to the provisions of the Americans with Disabilities Act of 1990 (ADA), Title 1, on July 26, 1992; and

WHEREAS provisions of the Michigan Handicappers' Civil Rights Act (MHCRA) Michigan "persons with disabilities civil rights right" although already applicable, were not enacted prior to the negotiation of any present or prior labor agreements between the parties, and

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

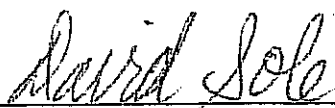
WHEREAS the full impact of the legislations' application to City of Detroit employment policies, present and future, and the changes that will necessarily have to be made to past practices, including those that grew out of the operation of the provisions of prior labor agreements between the parties,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

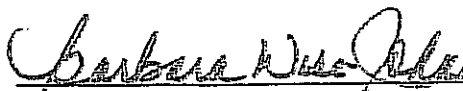
WHEREAS the Congressional history of the EEOC-written Federal Regulations also encourage employers and labor unions to agree to the type of provisions set forth in this Memorandum and elsewhere in the Master Collective Bargaining Agreements;

NOW THEREFORE in recognition of the forestated obligations and anticipated uncertainties attendant the MHCRA Michigan "persons with disabilities civil rights act", 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 13<sup>th</sup> Day of April, 2007.

  
\_\_\_\_\_  
David Sole, President  
UAW Local 2334

  
\_\_\_\_\_  
Barbara Wise-Johnson, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY OF DETROIT**  
**And The**  
**UAW, LOCAL 2334 (SCATA)**

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**RE: Labor/Management Committee**

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

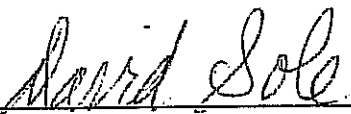
Composition of the Committee shall consist of three members of the Union, one of whom shall be the Union President and three (3) management representatives, one of whom shall be the Labor Relations Director or his/her designated representative. Appointment of the Union and management representatives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

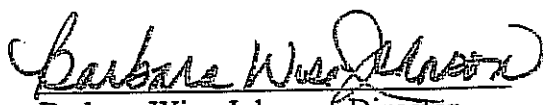
The proper subjects to be discussed by the Labor/Management Committee shall include employment issues that are unique or of special concern to the department, or how provisions of the Master Agreement shall be applied in the department. Proper issues for discussion may include methods of increasing productivity,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

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

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

Dated This 13<sup>th</sup> Day of April, 2007.

  
\_\_\_\_\_  
David Sole, President  
UAW Local 2334

  
\_\_\_\_\_  
Barbara Wise-Johnson, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY OF DETROIT**  
**And The**  
**UAW, LOCAL 2334 (SCATA)**

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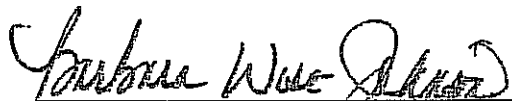
**RE: Driving of Department Vehicles in the Performance of Duties**

1. The parties agree that the sample-taking and related procedures are job tasks within the general scope of job duties for which UAW Local 2334 (SCATA) members were hired and continue to be employed;
2. The parties agree that the occasional driving of department motor vehicles in the performance of their jobs is consistent with the general scope of duties for which UAW Local 2334 (SCATA) members are employed;
3. The parties agree that the requirement to have and maintain a valid and not-suspended Michigan driver's license is a condition of employment for present bargaining unit members and that the failure of any employee to meet said condition shall subject such employee to discipline, up to and including discharge, in accordance with the terms of the City's "Eligibility Standards for Driving Assignments", Personnel Directive 82-2;
4. Pursuant to this Memorandum of Understanding , UAW Local 2334 (SCATA) recognizes that this condition of employment shall be applicable to all future members of the Bargaining Unit.

Dated This 13<sup>th</sup> Day of April, 2007.



David Sole, President  
UAW Local 2334



Barbara Wise-Johnson, Director  
Labor Relations



KWAME M. KILPATRICK, MAYOR  
CITY OF DETROIT  
EXECUTIVE OFFICE

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

June 20, 2006

Mr. David Sole, President  
U.A.W., Local 2334  
2727 Second Avenue, Room 314-A  
Detroit, Michigan 48201

Dear Mr. Sole:

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

The "Eligibility Standards of Driving Assignments" issued by the City on January 29, 1982, was made applicable to all City employees. These eligibility standards indicate those circumstances under which an employee will no longer be permitted to drive a city-owned motor vehicle or his own vehicle on City business because of suspension or revocation of driving privileges by the State of Michigan, accumulated driving violation points, and/or chargeable accidents while operating a City vehicle.

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

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

Sincerely,

Barbara Wise-Johnson  
Labor Relations Director

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY OF DETROIT**  
**And The**  
**UAW, LOCAL 2334 (SCATA)**

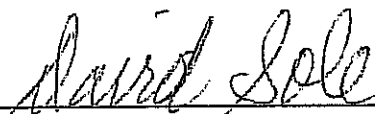
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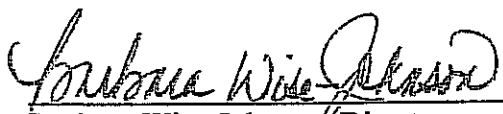
**RE: SHIFT SCHEDULE - Wastewater Treatment Plant Operations**

During the course of negotiations there was considerable discussion regarding the possibility/feasibility of changing shift operations at the Wastewater Treatment Plant. Both the Union and the department agree to the concept of going to permanent straight shifts rather than the current shifts, which rotate each trimester. There are, however, a number of complexities which must be resolved to the mutual satisfaction of the parties before such a program can be agreed to and implemented.

For the purpose of completing negotiations on this issue, the parties agree to meet and discuss the matter of establishing a new shift operation work schedule at the Wastewater Treatment Plant. The parties will meet in the Offices of the Labor Relations Division on the second Tuesday of each month, unless the parties agree to other arrangements. (In addition to the local Union president and department representative, the participants will include at least one representative from the Labor Relations Division and one representative from UAW Region I.)

Dated This 13<sup>th</sup> Day of April, 2007

  
\_\_\_\_\_  
David Sole, President  
UAW Local 2334

  
\_\_\_\_\_  
Barbara Wise-Johnson, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY OF DETROIT**  
**And The**  
**UAW, LOCAL 2334 (SCATA)**

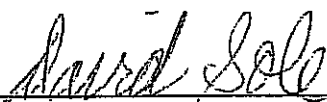
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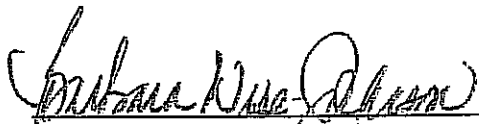
**RE: Special Retirement Provisions for Certain Health Department Employees**

Chemist classifications in the Detroit Health Department were accreted to the bargaining unit on October 29, 1997. The following modifications in the Retirement Article in this Agreement shall apply for the two current bargaining unit members in the Health Department who were among the employees accreted (Walter Knall and Bhavna Raizada):

- A. Section C shall be modified only for the above bargaining unit members in the Health Department who shall retain the option to vest in the City's Retirement Plan under the "40 and 8" age and service requirement.
- B. Section D , Paragraph 1: "For employees who separate from City service with a vested pension prior to reaching eligibility for a regular service retirement, time earned after *January 1, 1998*, shall not be factored into the formula for determining their pension benefit until they shall have attained age 62. The provision will not affect the current practice governing disabled employees."

Dated This 13<sup>th</sup> Day of April, 2007.

  
\_\_\_\_\_  
David Sole, President  
UAW Local 2334

  
\_\_\_\_\_  
Barbara Wise-Johnson, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY OF DETROIT**  
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**UAW, LOCAL 2334 (SCATA)**

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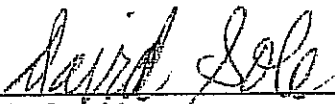
**Re: Temporary Placement of Employees into Other Duties/Departments**


The parties agreed to several initiatives in the 1995-1998 contract to reduce costs and improve services to the public. One of those initiatives was that a procedure would be instituted to allow employees to be temporarily placed into other duties and departments other than their permanent shift and assignment locations. The parties have agreed to continue this initiative during the contract period of this Master Agreement.

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

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

Dated This 13<sup>th</sup> Day of April 2007.

  
\_\_\_\_\_  
David Sole, President  
UAW Local 2334

  
\_\_\_\_\_  
Barbara Wise-Johnson, Director  
Labor Relations




**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY OF DETROIT**  
**And The**  
**UAW, LOCAL 2334 - SCATA**

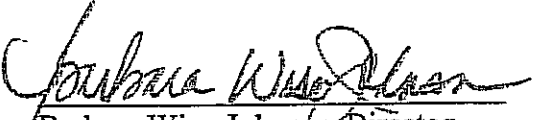
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**RE: University Students - Consulting Services Contracts**

1. The parties agree as follows concerning the operation of the Wastewater Treatment Plant:
2. The parties agree that the City determines the projects undertaken at the Detroit Water and Sewerage Department (DWSD) their scope and duration.
3. The parties agree that the City may enter into consulting services contracts with universities in order to obtain the services of students to undertake research and development projects, subject to this Memorandum of Understanding. When the work performed by such students involves work related to the bargaining unit, the City will hold advance discussion with the Union prior to letting the contract. Copies of such contracts shall be provided to and discussed with Local 2334, UAW (SCATA) before their execution.
4. The parties agree that UAW Local 2334 - SCATA bargaining unit members shall cooperate with and assist such students, subject to this Memorandum of Understanding.
5. The parties agree that students are not intended nor shall they be utilized to replace or displace UAW Local 2334 - SCATA bargaining unit members, nor to perform regular testing or analyses typically performed by Local 2334 members as set forth in the current job specifications for the classifications represented by Local 2334. This provision shall not be applicable to testing or analyses work performed by students on research projects associated with their university program.

Dated This 13<sup>th</sup> Day of April, 2007

  
\_\_\_\_\_  
David Sole, President  
UAW Local 2334

  
\_\_\_\_\_  
Barbara Wise-Johnson, Director  
Labor Relations

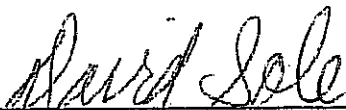
**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY OF DETROIT**  
**And The**  
**UAW, LOCAL 2334 - SCATA**

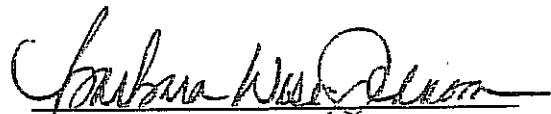
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**RE: Christmas Closedown**

It is not the City's intent to close all or part of its facilities at the Water and Sewerage Department in the Wastewater Treatment Operation, the Analytical Laboratory or the Water Supply Operation between Christmas and New Year's Day and require bargaining unit members to use their off-time banks during this period.

Dated This 13<sup>th</sup> Day of April, 2007.

  
\_\_\_\_\_  
David Sole, President  
UAW Local 2334

  
\_\_\_\_\_  
Barbara Wise-Johnson, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY OF DETROIT**  
**And The**  
**UAW, LOCAL 2334 – SCATA**

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**RE: WORK SCHEDULE – PILOT PROGRAM**

The City and the Sanitary Chemists and Technicians Chemist's Association agree to institute a pilot program limited to those employees engaged in shift operations at the Water Department's Fresh Water Plants. A new work schedule for the service week is established as follows and shall remain in effect for a period of six weeks. Each crew will rotate from Schedule 1 to Schedule 2 to Schedule 3 and so forth at six-week intervals.

**M   T   W   T   F   S   S**

**SCHEDULE**

(1)	A	A	A	A	A	X	X
(2)	X	X	X	B	B	D	D
(3)	R	R	B	R	R	X	X
(4)	C	C	C	C	C	X	X
(5)	B	B	X	X	X	N	N

**LEGEND:**

A – 8 hour midnight shift	11:30 p.m. to 7:30 a.m.
B – 8 hour day shift	7:30 a.m. to 3:30 p.m.
C – 8 hour afternoon shift	3:30 p.m. to 11:30 p.m.
D – 12 hour day shift	11:30 a.m. to 11:30 p.m.
N – 12 hour night shift	11:30 p.m. to 11:30 a.m.
R – 8 hour day shift for Relief Crew Person	7:30 a.m. to 3:30 p.m.
X – represents regularly scheduled off days	

Although starting times are suggested, the Department shall designate the starting times of the five work schedules and reserves the right to make changes. With the exception of the relief person, the Department shall provide employees with a one week advance notice prior to changing starting times, whenever possible. It is recognized that where "Training" is involved, the notice requirement is not applicable.

The work schedule of the relief person (Schedule 3) is subject to change without advance notice. The relief person is expected to provide coverage for planned vacations as well as unexpected absences. Where possible, notice will be given. To maximize scheduling efficiency and minimize disruption for the relief person, whenever possible, all employees are expected to provide at least seventy-two (72) hours advance notice when requesting vacation time.

In the event an emergency arises or an unexpected absence occurs, where the Chemist on duty declines the overtime assignment or has worked a maximum of sixteen (16) consecutive hours, Management reserves the right to utilize any qualified employee to perform the work.

#### **SPECIAL OVERTIME PROVISIONS:**

- A. The relief person's eligibility for overtime on a service day shall be based upon whatever shift he/she is scheduled to work on the service day.
- B. All hours worked on a regularly scheduled off day shall be paid at time and one-half (150%), except for work performed on a seventh day. An employee may qualify for double time pay (200%) on a seventh day, only if the employee has actually worked all seven days in the work week, otherwise all hours worked in excess of forty hours in the work week shall be paid at time and one-half (150%).
- C. Eligibility for overtime pay shall not be based upon the number of hours between shifts.

#### **SPECIAL CIRCUMSTANCES FOR 12-HOUR SHIFTS**

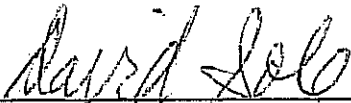
- A. When employees use their off-time banks, they shall receive twelve (12) hours pay and shall have their banks charged for twelve (12) hours [six (6) hours for one-half day, or four (4) hours for one-third of a day].
- B. Non-Banked off-time such as holidays and excused time days shall entitle the employee to eight (8) hours of pay.
  - 1. If an employee is regularly scheduled to work on the holiday and does work on the holiday, he/she shall receive eight (8) hours of straight time holiday pay plus two hundred percent (200%) of his/her hourly rate for all hours actually worked on the holiday.
  - 2. If an employee is regularly scheduled to work on the holiday or excused time day and does work on that day, he/she shall receive eight (8) hours of straight time excused time day pay plus his/her straight time hourly rate for all hours actually worked on that day.
  - 3. If an employee is regularly scheduled to work or excused time day and does not work for any just cause or excused absences, he/she shall receive his/her normal twelve hours pay for the day, provided that his/her sick leave bank or his/her accumulated time off banks (i.e., vacation, compensatory time, etc.), whichever is appropriate, is charged with four (4) hours. The other eight (8) hours of his/her unworked scheduled shift are his/her holiday or excused time day benefit.
  - 4. If an employee is regularly scheduled to work on the holiday and is absent without just cause, he/she shall not receive pay or benefits for the holiday.
  - 5. If an employee is not regularly scheduled to work on the holiday or excused time day and does not work, he/she shall receive eight (8) hours of time off for the holiday or


excused time day. The department head shall have the option of crediting these eight (8) hours to the employee's accumulated off-time bank or paying for them in cash at the employee's straight time hourly rate.

6. If an employee is not regularly scheduled to work on the holiday but does work on the holiday, he/she shall receive eight (8) hours of straight-time holiday pay plus two hundred percent (200%) of his/her hourly rate for all hours actually worked on the holiday.
- C. **FUNERAL LEAVE:** A funeral leave day shall entitle an employee to twelve (12) hours of pay but in no event shall an employee be entitled to more than twenty-four (24) hours of pay for any one funeral occurrence.
- D. **JURY DUTY:** In the event an employee is summoned for jury duty service, he/she shall present the summons to supervision no later than one week prior to jury duty service so that arrangements can be made for shift reassignment.
- E. **Other Charges Against Sick Leave:** Absences, which in the judgment of the Department Head, are considered proper charges against the current sick leave bank (Departmental Leave) shall not exceed forty (40) hours in any one fiscal year.
- F. **Evidence of illness:** Evidence of illness must be provided by medical certification or other suitable proof for all sick leaves granted beyond twenty-four consecutive hours of pay.

It is understood that this is a pilot program anticipated to benefit both parties. Should this schedule fail to meet the City's expectations, for any reason, the City reserves the right to void this Agreement and revert to the scheduling practices in effect on March 19, 2007. In the event problems arise, the Department or operating division shall request a meeting thereon, and the Association President, the Department Head or his/her designated representatives, and the Director of Labor Relations or his/her designated representative will meet in special conference within fifteen (15) days of notification of the request in order to resolve the problem. Any resulting modification(s) of the program will be effectuated within thirty (30) days thereafter. Upon approval of the Director of Labor Relations, the City reserves the right to suspend this program in whole or in part where appropriate, based upon the Department's needs.

Dated this 3<sup>rd</sup> day of April 2007

  
\_\_\_\_\_  
David Sole, President  
SCATA, UAW - Local 2334

  
\_\_\_\_\_  
Barbara Wise-Johnson, Director  
Labor Relations Division

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY OF DETROIT**  
**And The**  
**UAW, LOCAL 2334 – SCATA**

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**RE: Service Improvement Process (SIP) for Bargaining Unit Members**

The Work Performance Program for awarding annual pay increases within the pay range to employees in the classifications of Senior Water Systems Laboratory Technician, Junior Chemist, Assistant Water Systems Chemist, Water Systems Chemist, Junior Microbiologist, Microbiologist, Analytical Chemist, Assistant Wastewater Process Controller and Wastewater Process Controller as set out in the 1998-2001 Collective Bargaining Agreement was continued through the 2003 calendar year.

During the 2004 calendar year, *baseline* performance standards shall be established for employees in all classifications in the bargaining unit. The performance cycle shall begin on their 2004 classification anniversary date and end on the employee's classification date in 2005.

Beginning with the employee's performance evaluation classification anniversary date in 2005, any movement within the pay range ("step increments") for every classifications in the bargaining unit shall be based on the evaluation of work performance that occurred during the preceding twelve (12) month performance cycle.

All performance standards and evaluation shall be in accordance with the Service Improvement Process (SIP) coordinated by the Human Resources Department.

**General Description of the SIP:** The general elements of the SIP are as follows:

- A. Standardized employee baseline work performance criteria and activity weighting are to be established by the Department with the assistance of the Human Resources Department for all employees in the same classification engaged in similar job assignments. This may include one or more performance criteria which are pre-defined in the SIP and apply to all employees in the classification. Each of the work performance criteria will be assigned an activity weighting (percentage) and the total for all criteria will equal one-hundred percent (100%).
- B. At the end of the evaluation period (12 months), the employees will meet with the supervisor and be rated by their supervisor on each of the performance criteria in accordance with the following:
  - Exceeds Expectations 3 points
  - Meets Expectations 2 points
  - Needs Improvement 1 point
  - Unsatisfactory Performance 0

If the supervisor rates an employee on a performance criterion as Exceeds Expectations, Needs Improvement or Unsatisfactory Performance, he/she must explain such rating in the Comments section of the evaluation form.

- C. For each performance criteria, the rating will be multiplied by the activity weighting to produce Performance Points for each performance criterion. The Performance Points for all performance criteria would be added to produce the Summary Evaluation Rating. Employees will receive pay increases based on their Summary Evaluation Ratings in accordance with the following matrix:

	<b><u>Summary Evaluation Rating</u></b>	<b><u>Pay Increase*</u></b>
Exceeds Expectations	260 - 300	6%
Meets Expectations	180 - 259	5%
Needs Improvement	100 - 179	2%
Unsatisfactory	0 - 99	0%

\*Not to exceed maximum for the class

- D. Employees will be evaluated within the forty-five (45) calendar day period prior to their "anniversary" date which is the date they were first hired or promoted to the class. All pay increases resulting from the evaluation will be effective at the beginning of the next quarter.
- E. Supervisors will be held accountable for conducting timely evaluation meetings with employees and completing timely performance evaluation documents. Failure of management to conduct timely meetings or complete required documents shall result in affected employees receiving a standard five-percent (5%) pay increase retroactive to the beginning of the quarter.
- F. All employees who disagree with some or all of the ratings they received on the performance criteria may present their reasons in writing which shall be attached to the performance evaluation form in the employee's department personnel file.

Those employees who received a Summary Evaluation Rating of "Needs Improvement" or "Unsatisfactory" may submit a written appeal to the Department Director stating why the employee believes the summary evaluation rating is erroneous or improper. The department director shall investigate the matter and submit a written answer to the employee. If the matter is not resolved, the employee may forward his appeal to the department's Human Resources Office and a Review Panel will be scheduled to hear the employee's appeal.

#### **Operation of the Review Panel**

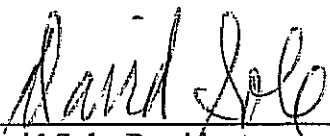
Department management and the Union will each submit the names of ten (10) persons who can be called upon to serve on the Review Panel. They are to be persons familiar with work performed by bargaining unit members. For such appeal, two (2) persons will be selected from each of the lists on a random basis. However, no person who is currently an immediate supervisor of the appellant or a co-worker on the same crew or same

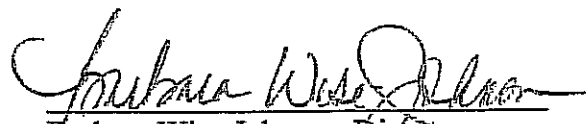
(8) hours to the employee's accumulated off-time bank or paying for them in cash at the employee's straight time hourly rate.

7. If an employee is not regularly scheduled to work on the holiday but does work on the holiday, he/she shall receive eight (8) hours of straight-time holiday pay plus two hundred percent (200%) of his/her hourly rate for all hours actually worked on the holiday.
- C. **FUNERAL LEAVE:** A funeral leave day shall entitle an employee to twelve (12) hours of pay but in no event shall an employee be entitled to more than twenty-four (24) hours of pay for any one funeral occurrence.
  - D. **JURY DUTY:** In the event an employee is summoned for jury duty service, he/she shall present the summons to supervision no later than one week prior to jury duty service so that arrangements can be made for shift reassignment.
  - E. **Other Charges Against Sick Leave:** Absences, which in the judgment of the Department Head, are considered proper charges against the current sick leave bank (Departmental Leave) shall not exceed forty (40) hours in any one fiscal year.
  - F. **Evidence of Illness:** Evidence of illness must be provided by medical certification or other suitable proof for all sick leaves granted beyond twenty-four consecutive hours of pay.

It is understood that this is a pilot program anticipated to benefit both parties. Should this schedule fail to meet the City's expectations, for any reason, the City reserves the right to void this Agreement and revert to the scheduling practices in effect on March 19, 2007. In the event problems arise, the Department or operating division shall request a meeting thereon, and the Association President, the Department Head or his/her designated representatives, and the Director of Labor Relations or his/her designated representative will meet in special conference within fifteen (15) days of notification of the request in order to resolve the problem. Any resulting modification(s) of the program will be effectuated within thirty (30) days thereafter. Upon approval of the Director of Labor Relations, the City reserves the right to suspend this program in whole or in part where appropriate, based upon the Department's needs.

Dated this 13<sup>th</sup> day of April 2007

  
\_\_\_\_\_  
David Sole, President  
SCATA, UAW - Local 2334

  
\_\_\_\_\_  
Barbara Wise-Johnson, Director  
Labor Relations Division



**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY OF DETROIT**  
**And The**  
**UAW, LOCAL 2334 (SCATA)**

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**RE: WAGE CONCESSIONS**

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

**WORK WEEK, WORK DAY, SHIFT PREMIUM**

Effective July 17, 2006, through July 15, 2007, the standard payroll work period of the Union membership shall be reduced from 40 hours to 36 hours or from 80 hours to 72 hours. Work schedules reflecting this reduction shall be established at the discretion of the department based on operational needs. The Department will provide the Union with advance notice regarding work schedules impacting bargaining unit members. Further, the Union may request to meet with departmental representatives in Special Conferences regarding such matters.

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

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

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

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

**OVERTIME**

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

**RETIREMENT**

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

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

**VACATIONS**

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

**SICK LEAVE**

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

**LONGEVITY PAY**

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

**WORKERS' COMPENSATION**

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

**HOLIDAYS AND EXCUSED TIME DAYS**

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

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

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

Four 9 hour days per work week

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

Nine 8 hour days per two week pay period

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

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

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

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

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

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

**COMMITMENT TO A FAIR AND EQUITABLE SETTLEMENT**

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

Employee who have previously taken the 10% reduction in scheduled hours and transferred or promoted into the UAW, Local 2334 – SCATA bargaining unit and have completed a full year of reduced hours will not be subject to the 10% reduction as described herein.

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

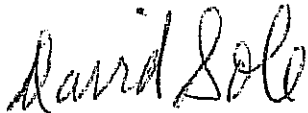
**LAY-OFFS DURING THE CONCESSION PERIOD**

The City agrees that during the period that the wage concession agreement is in effect (July 17, 2006 through July 15, 2007), no bargaining unit employee who is on the payroll as of the date the City receives written notification that the "Tentative Agreement" has been ratified by the Union membership will be laid off from City employment. However, the City reserves the

right to reduce the work force for lack of work or lack of funds, or where such continuation of work would be wasteful or unproductive. In such instances employees will be reassigned or transferred to other positions within their department or other City departments in accordance with the Master Agreement and Human Resources Rules. Excluded from this "no layoff guarantee" are normal and customary seasonal layoffs, and positions lost due to the termination of resources for grant-funded positions or for the occurrence of conditions beyond the control of the City.

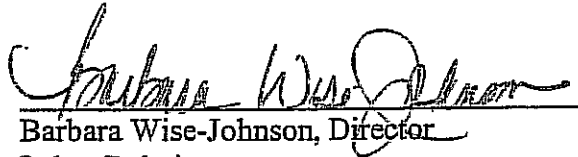
Dated This 13<sup>th</sup> Day of April, 2007.

FOR THE UNION:



David Sole, President  
UAW Local 2334

FOR THE CITY:



Barbara Wise-Johnson, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY OF DETROIT**  
**And The**  
**UAW, LOCAL 2334 (SCATA)**

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**RE: City Alternative Health Care Plan**

1. This "City Alternative Health Care Plan" is conditioned upon the City achieving the specific cost saving objectives professionally-estimated and calculated to result from the implementation of all of the features contained in this proposal and based on beginning at the of the FY 2006 – 2007 benefit year. The health care benefit plan changes specified in the attached document will be effective, July 1, 2006. It is understood that the open enrollment may not be held prior to but, will be held as soon possible to allow employees the opportunity to switch to other plans and/or add dependents. The attached "Alternative City Health Care Proposal" must be TA'd through the negotiation process and ratified by the union membership in sufficient time to meet a July 1, 2006 implementation schedule.
2. Contribution Structure: Effective with 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.

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

**City of Detroit Alternative Health Care Plan Design  
BCBSM PPO Plan**

Plan Design	In-Network Benefits		Out-of-Network Benefits	
	Current Plan	Alternative Plan	Current Plan	Alternative Plan
<b>General Plan Information</b>				
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%	80%/50%	70%/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	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
<b>Prescription Drug Benefits Retail</b>				
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
<b>Mail Order</b>				
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.

**City of Detroit Alternative Health Care Plan Design  
BCN, HAP and THC HMO Plans**

<b>Plan Design</b>	<b>Current Plan</b>	<b>Alternative Plan</b>
<b>General Plan Information</b>		
Office Visit Copay	None	\$ 10 Copay
Inpatient Admission Copay	None	None
Emergency Room Copay (Waived if admitted)	None	\$ 75 Copay, then 100%
Urgent Care Copay	None	\$10 Copay
Outpatient MH/SA Copay	None	\$10 Copay
<b>Prescription Drug Benefits Retail</b>		
Generic	\$3	\$5
Brand (Single Source/Formulary)	\$3	\$15
Brand (Multi-Source/Non-Formulary)	\$3	\$15
Number of Days Supply	30 days	30 days
<b>Mail Order</b>		
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



**City of Detroit Alternative Health Care Plan Design  
BCBSM Traditional Plan**

<b>Plan Design</b>	<b>Current Plan</b>	<b>Alternative Plan</b>
<b>General Plan Information</b>		
Annual Deductible/Individual	\$50	\$175
Annual Deductible/Family	2x individual deductible	2x individual deductible
Office Visit/Exam	80%	80%
Outpatient Mental Health Substance Abuse	100% first 6 visits, then 50%	100% 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
<b>Inpatient Hospital Services</b>		
Inpatient Hospitalization	100%	100%
Semi-Private Room & Board; Including Services and Supplies	100%	100%
Emergency Room (co-pay waived if admitted)	100%	\$75 copay then 100%
Urgent Care	100%	80%
Hospital Admission Deductible	None	None
<b>Prescription Drug Benefits</b>		
<b>Retail</b>		
Generic	\$3	\$5
Brand (Singlesource/Formulary)	\$3	\$15
Brand (Multisource/Non-Formulary)	\$3	\$15
Number of Days Supply	30 days	30 days
<b>Mail Order</b>		
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

**EXHIBIT I  
WAGE SCHEDULE**

Class Code	CLASSIFICATION	0% General Wage Increase 7/1/05 thru 6/30/08		4% General Wage Increase Effective 6/30/08 @ 11:59 PM	
		Minimum	Maximum	Minimum	Maximum
25-20-23	Water Systems Laboratory Technician Trainee	\$25,700	\$28,600	\$26,800	\$29,800
25-20-33	Water Systems Laboratory Technician	\$29,200	\$33,700	\$30,400	\$35,100
25-20-43	Senior Water Systems Laboratory Technician	\$42,600	\$44,100	\$44,400	\$45,900
25-30-13	Junior Chemist	\$34,700	\$39,800	\$36,100	\$41,400
25-40-25	Assistant Water Systems Chemist	\$41,500	\$43,800	\$43,200	\$45,600
25-40-35	Water Systems Chemist *	\$47,000	\$49,600	\$48,900	\$51,600
25-42-11	Junior Microbiologist	\$34,700	\$39,800	\$36,100	\$41,400
25-42-31	Microbiologist*	\$42,600	\$48,600	\$44,400	\$50,600
25-60-31	Analytical Chemist*	\$42,600	\$48,600	\$44,400	\$50,600
74-65-21	Assistant Wastewater Process Controller**	\$40,300	\$44,300	\$42,000	\$46,100
74-65-31	Wastewater Process Controller**	\$46,600	\$49,600	\$48,500	\$51,600

Represents all classified employees in the Detroit Water and Sewerage Department in the classifications listed above, Represents Analytical Chemist ONLY in the Health Department

This document represents pay rate resulting from wage increase negotiated in this labor agreement. See Official Compensation Schedule for official pay rates.

**EXHIBIT II**  
**CITY OF DETROIT**  
**UAW, Local 2334 - SCATA**  
**2005 - 2008 HOLIDAY SCHEDULE**

<b>HOLIDAY</b>	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>
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)