

# **MASTER AGREEMENT**

**BETWEEN THE**

## **CITY OF DETROIT**

**AND THE**

## **ASSISTANT SUPERVISORS OF STREET MAINTENANCE AND CONSTRUCTION ASSOCIATION**

### **2008 – 2012**

**2008 - 2012 Master Agreement between the CITY OF DETROIT and the ASSISTANT SUPERVISORS OF STREET MAINTENANCE AND CONSTRUCTION**

**TABLE OF CONTENTS**

**IN ORDER OF APPEARANCE IN THE CONTRACT**

<b>Article Number</b>	<b>Page Number</b>
Agreement.....	1
Purpose and Intent .....	1
1. Recognition of Association.....	1
2. Management Rights & Responsibilities .....	1
3. Non-Discrimination .....	2
4. Maintenance of Membership and Dues Check-Off .....	2
5. Association Representation .....	3
6. Grievance Procedure.....	3
7. Stipulations to the Grievance Procedure.....	4
8. Discharge or Suspension.....	5
9. Special Conferences.....	6
10. Seniority.....	6
11. Probation Periods.....	7
12. Reduction in Force.....	8
13. Safety Procedure .....	12
14. Out-of-Class Work Assignments.....	12
15. Equalization of Overtime.....	12
16. Wages .....	12
17. Work Week, Work Day, Shift Premium.....	14
18. Holidays and Excused Time Off.....	15
19. Funeral Leave.....	17
20. Death Benefits and Life Insurance.....	18
21. Unemployment Compensation-Supplemental Unemployment Benefits .....	20
22. Hospitalization, Medical Insurance, Dental Insurance and Optical Care .....	22
23. Jury Duty.....	29
24. Retirement.....	29
25. Unused Sick Leave on Retirement.....	33
26. Leaves of Absence .....	33
27. Personal Leave .....	33
28. Miscellaneous .....	34
29. Sick Leave.....	34
30. Workers' Compensation .....	36
31. Vacations .....	38
32. Longevity Pay .....	41
33. Interference with Work.....	42
34. Fringe Benefits and Other Working Conditions .....	43
35. Maintenance of Conditions.....	43

**2008 - 2012 Master Agreement between the CITY OF DETROIT and the ASSISTANT SUPERVISORS OF STREET MAINTENANCE AND CONSTRUCTION**

**TABLE OF CONTENTS**

**IN ORDER OF APPEARANCE IN THE CONTRACT**

---

<b>Article Number</b>		<b>Page Number</b>
36.	Savings Clause.....	43
37.	Duration, Modification & Termination .....	44
	Signature Page .....	44

**MEMORANDUMS OF UNDERSTANDING:**

Re:	Defined Contribution Retirement Plan .....	45
Re:	Tuition Refund.....	46
Re:	Miscellaneous .....	47
Re:	Precedence of ADA & MDPCRA Obligation to Disabled Persons .....	48
Re:	Affirmative Action.....	50
Re:	Cooperation in Validation Studies.....	51
Re:	Labor/Management Committee .....	52
Re:	Temporary Placement of Employees into Other Duties/Departments.....	53
Re:	HR / Payroll Systems .....	54
Re:	Employee Loan Program .....	56
Re:	City Alternative Health Care Proposal .....	59

**EXHIBITS:**

Exhibit I – Wage Schedule .....	62
Exhibit II – Holiday Schedule.....	63

# **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 Assistant Supervisors of Street Maintenance and Construction Association (hereinafter referred to as the Association).

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

## **PURPOSE AND INTENT**

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

The parties recognize that the interest of the community and the job security of the employees are dependent upon the parties working together toward achieving the goal of customer service excellence for citizens, businesses and visitors of Detroit; and accomplishing the Employer's initiatives of effective community policing, safe and stimulating programs for young people, and improving the environment in neighborhoods to instill civic pride and encourage new development. To these ends the Employer and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

## **1. RECOGNITION OF ASSOCIATION**

Pursuant to and in accordance with, all applicable provisions of Act 336 of the Public Act of 1947, as amended, the Employer does hereby recognize the Association as exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees described in Exhibit 1.

## **2. MANAGEMENT RIGHTS & RESPONSIBILITIES**

- A. The Association recognizes that it is the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers of authority which the City has not specifically abridged or modified by this Agreement are retained by the City. The Association recognizes the exclusive right of the City to establish and enforce reasonable work rules.
- B. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with requirements of municipal employment and the public interest.

- C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties be performed by such employees.
- D. The City reserves the right to discipline and discharge for just cause. The City shall have the right to establish hours and schedules of work and to establish the methods and processes by which such work is performed.
- E. 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 this Association nor to discriminate against any of its members.
- F. The City will not lock out 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.
- G. Nothing in this agreement shall abridge any rights or privileges that any employee has under the Constitution and Laws of the State of Michigan nor under the Charter or Ordinances of the City of Detroit or resolutions of the Detroit City Council unless otherwise provided in this Agreement.
- H. Except as specifically abridged, delegated, granted, or modified by this Agreement, all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively and without limitations within the rights of the City.

### **3. NON-DISCRIMINATION**

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

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

### **4. MAINTENANCE OF MEMBERSHIP AND DUES CHECK-OFF**

Employees covered by this Agreement at the time it becomes effective who are members of this Association at that time shall be members for the duration of this Agreement and the City will not honor revocations from any employee covered by this provision, except as provided below.

Employees not members of this Association and who desire membership in the recognized bargaining unit shall confirm their desire to join for the duration of this Agreement by initiating the application form and dues deduction authorization forms.

All deductions under this Article shall be subject to revocation by the employees who executed such assignments, upon giving thirty (30) calendar days written notice, immediately prior to the expiration date of this Agreement, to assignees and the Finance Department. The Finance Department shall thereafter cease withholding any monies whatsoever under such assignments.

The Employer agrees to deduct from the wages of any employee who is a member of the Association all Association membership dues and initiation fees uniformly required, if any, as provided in written authorization in accordance with the standard form used by the Employer, provided that the said form shall be executed by the employee. The written authorization for Association dues deduction shall remain in full force and effect during the period of this Agreement and may only be revoked upon thirty (30) calendar day's written notice, prior to termination of this Agreement. The termination notice must be given both to the Employer and to the Association.

Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of 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 assignees' last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments, all in accordance with Article 13, Section 4 of the Municipal Code of the City of Detroit.

Such fees will be authorized, levied and certified in accordance with the Constitution and by-laws of the Association. Each employee and the Association hereby authorize the City to rely upon and to honor certifications by the Treasurer of the Association, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts.

## **5. ASSOCIATION REPRESENTATION**

- A. The Association shall be entitled to two (2) representatives who shall be regular bargaining unit employees of the City. Both of these representatives shall have the responsibility of representing employees in the bargaining unit.
- B. The representatives, during their working hours, may attend Special Conferences or scheduled negotiation sessions without loss of time or pay, after arrangements have been made with the immediate supervisor. This privilege shall not be abused.

## **6. GRIEVANCE PROCEDURE**

The grievance procedure contained in this Agreement shall be the exclusive grievance procedure during the term of this Agreement for all members of the bargaining unit. A grievance is a difference between the Employer and the employee concerning the alleged violation of any provision of this Agreement. Should differences arise between the City and the Association, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to.

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

**STEP 1:** Any employee who believes he/she has been unjustly dealt with or that any provision of this contractual Agreement has not been properly applied or interpreted may discuss his/her complaint with his/her supervisor, with or without his/her Association Representative or in his/her absence designated alternate Association Representative. In the event the employee desires that his/her Association Representative be present, he/she shall make his/her request through the supervisor and the supervisor shall make the necessary arrangements for a meeting between all parties.

**STEP 2:** In the event the grievance is not settled orally by the supervisor, the representative shall reduce the grievance to writing within ten (10) working days from the date of the alleged violation, and appeal it to the Division Head or his/her designated representative. The employee and the representative shall sign the grievance forms. The grievance form must indicate a statement of the grievance and the facts upon which it is based and the remedy or correction requested. A meeting will be arranged within five (5) working days with the aggrieved employee and his/her representative to review the dispute and a decision rendered within five (5) working days of the meeting. The decision rendered in "Step 2" shall be final and the case shall be considered settled on the basis of the Employer's decision, unless an appeal is made, in writing, within five (5) working days of the Division Head's decision.

**STEP 3:** If the grievance is not satisfactorily resolved in "Step 2", the decision may be appealed to the Department Head or his/her designated representative. A meeting between no more than two (2) representatives of the Association and no more than two (2) representatives of the City, shall be arranged within five (5) working days to hear the grievance. The Department Head, or his/her designated representative, shall give a decision, in writing, within five (5) 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. The decision rendered in Step 3 shall be final and the case shall be considered settled on the basis of the Employer's decision unless an appeal is made, in writing, within five (5) working days of the Department Head's decision.

**STEP 4 - GRIEVANCE PANEL:** Failure of the above steps in the Grievance Procedure to resolve a dispute or in the event the City shall file a grievance against the Association, the matter shall be referred to the Labor Relations Division. The Association's written appeal to the Fourth Step shall state the facts in dispute and/or reasons for dissatisfaction with management's Third Step answer. A meeting will be arranged between no more than three (3) Association Representatives and no more than three (3) City officials. However, by mutual agreement in individual cases, an additional Association or City representative may attend where the parties mutually agree that such person's presence would be beneficial to resolution of the grievance. This grievance panel will meet as needed to settle unresolved grievances. The grievance shall be considered settled on the basis of the decision rendered in Step 4.

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

- A. Any grievance under this Agreement which is not filed in writing by the employee involved or by the designated representative within ten (10) working days after the grievance arises shall not be considered a grievance.

- B. The City shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed.
- C. In instances wherein the subject matter of the grievance lies within the jurisdiction of specific City Agencies, (e.g., payroll, etc.), the grievance steps may be shortened or eliminated, to bring the grievance to the Agency's immediate attention.
- D. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Family Independence Agency, and City funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.
- E. In the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of the pay period covered by such pay, if the employee files his/her grievance within ten (10) working days after receipt of such pay.
- F. The time elements in the Grievance Procedure may be shortened, extended, or eliminated by mutual agreement.
- G. The Labor Relations Director is authorized to make settlements on behalf of the City regarding any unresolved grievance properly appealed to Step 4 or Step 5 of the Grievance Procedure.

## **8. DISCHARGE OR SUSPENSION**

- A. **Notice of Discharge or Suspension:** The Employer agrees upon the discharge or suspension of any member of the bargaining unit to promptly notify the Association in writing that a discharge or suspension has taken place.
- B. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her designated Association Representative and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative, will discuss the discharge or suspension with the employee and his/her designated Association Representative.
- C. **Appeal of Discharge or Suspension:** Should the discharged or suspended employee or his/her designated Association Representative consider the discharge or suspension to be improper, a written grievance shall be filed directly with Step 3 of the Grievance Procedure within five (5) working days of the notice of the discharge or suspension.
- D. **Use of Past Record:** 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 Association 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.

## **9. SPECIAL CONFERENCES**

- A. Special Conferences for important matters will be arranged between the Association President and the Division Head or his/her designated representatives upon the request of either party. Such meeting shall be between no more than two (2) representatives of the department and no more than two (2) representatives of the Association.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. Such conferences shall be held within seven (7) calendar days after the request is made.

Conferences shall be held between the hours of 9:00 a.m. and 3:00 p.m. The members of the Association shall not lose time or pay for time spent in such Special Conferences.

- B. Within ten (10) working days of the date of the Special Conference, upon request of either party, the other shall submit a written position statement on the matters taken up in the Special Conference.

## **10. SENIORITY**

- A. **SENIORITY** is hereby defined as the length of continuous service beginning on the date of legal certification to a position in the classified service of the City of Detroit, or the date of induction into such classified service as provided by law. Effective July 1, 1978, employees, who are certified for employment but not hired within thirty (30) calendar days of such certification, shall have their date of hire recorded as their date of seniority and certification.

Seniority, as defined above and in accordance with the Rules of the Human Resources Department incorporated herein by reference is established primarily to serve as a basis for determining the order of demotion or layoff in the event of a reduction in force and the re-employment rights of employees.

- B. **CLASSIFICATION** seniority is hereby defined as the employee's length of continuous service in his/her current classification.

- C. The City will furnish the Association once a year, a seniority list showing each bargaining unit member's name, address, department, classification, pension number, and total City seniority date. This information shall be organized in a format mutually agreeable to the Association and the City.
- D. **LOSS OF SENIORITY:** An employee shall lose his/her seniority for the following reasons only:
  - 1. The employee resigns or quits.
  - 2. The employee retires on a regular service retirement.
  - 3. The employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure.
  - 4. The employee does not return at the expiration of a leave of absence.
  - 5. The employee does not return to work when recalled from layoff as set forth in the recall procedure.
- E. **SUSPENSION OF SENIORITY CREDIT:** An employee shall not lose his/her accrued seniority but shall not accumulate additional seniority credit during the following periods:
  - 1. Layoffs resulting from reduction in force which exceed four (4) years.
  - 2. Leaves of absence which exceed one (1) year.
  - 3. Non-duty disability retirements which exceed one (1) year.
  - 4. Voluntary layoffs.

## **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 initial certified hire, transfer and promotions in the classified service and other cases as provided in Human Resources Department Rules.
- B. The Association shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except for reverted, discharged and suspended employees for other than Association activities.
- C. The probation period or "working test" for a six (6) month period shall be served by all employees promoted or hired into classifications represented by this bargaining unit. (See Exhibit I.)
- D. Except in instances where a discharge for cause is appropriate, an unsatisfactory employee who has classified status may by departmental action, subject to Human Resources Department Rules, have his/her probation period extended or be reverted to his/her former classification. During an employee's initial hire probation period, a department may in accordance with Human Resources Department Rules, extend the probation period or take action to discharge the employee.

- E. When an employee satisfactorily completes the probation period he/she shall be entered on the Seniority List of the bargaining unit for the classification in which he/she is employed.

## **12. REDUCTION IN FORCE**

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

### **SECTION 1- REDUCTION IN FORCE TERMS DEFINED**

- A. A *reduction in force* is a reduction in the number of employees in a given-class in a department of the City for lack of work, lack of funds, or reasons other than the acts or delinquencies of employees.
- B. The expiration of a limited-term certification or change of status shall not be considered a reduction in force.
- C. A *layoff* due to reduction in force is the removal of an employee from a position in a department and from the classified service of the City of Detroit, subject to the recall rights provided under this Article.
- D. A *demotion* due to reduction in force is the removal of an employee from a position in a class in a department by change of status to a position in a lower class.
- E. A *transfer* due to reduction in force is the removal of an employee from a position in a class in a department by change of status to a position in another class which is at the same level.
- F. A *voluntary layoff* is a removal of an employee from the classified service of the City of Detroit which is made at the request of and for the convenience of the employee.
- G. Unless otherwise indicated, *seniority* shall mean total City seniority as determined in accordance with Human Resources Department Rules.
- H. An employee acquires *status* in the classified service by certification in accordance with Section 6-510 of the City Charter and the Human Resources Department Rules III and IV.
- I. An employee who is certified, promoted, transferred, or demoted to a position in a class on a regular permanent basis or permanent-subject to continuing availability of program funding, acquires *permanent status* in the class, provided he/she has satisfied all qualification requirements of the class including completion of any required probation period. An employee can have permanent status in only one class at a time.
- J. An employee, who is certified, promoted, transferred or demoted to a position in a class only for a specified term or conditional event, or where the certification or status change states that such employment is limited to assignment on a particular project, acquires *limited-term status* in the class.

## **SECTION 2 - ORDER AND MANNER OF REDUCTION**

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

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

such class, provided there are one or more employees in the class in the department having less total City seniority. (The least senior employee displaced as a result shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Article.)

2. An election to accept a demotion or transfer to a formerly-held class is optional for employees who also have a right to a demotion in series.

**E. Change or Status to Vacant Positions in Other Classes**

If the employee has exhausted his/her rights to demotion or transfer under (a) and (b) above, the department may, insofar as the interests of the service permits, propose transfer or demotion of the employee, to an available vacant position in any other class in the department for which the department believes the employee is qualified. Such proposed change of status shall be subject to the approval of the Human Resources Director.

**SECTION 3 - CITY-WIDE DISPLACEMENT**

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

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

**SECTION 4 - RE-EMPLOYMENT PROCEDURES**

- A. Employees with permanent status in the class who were laid off, demoted, transferred, or laid off and certified to a lower class as a result of a reduction in force shall have their names maintained in order of their total City seniority on a special register ("blocking list") in the Human Resources Department. Such employees shall be entitled to re-certification, promotion or transfer from the register to any *vacancy* in the class from which they were demoted, transferred or laid off, or any lower class in the same series in any City department, before any such *vacancy* can be filled by certification, promotion, or transfer.

An employee's name shall remain on the special register until he/she is restored to the classification (or equivalent level) from which he/she was demoted, transferred or laid off, or waives an offer of such restoration.

- B. Laid off employees who elect layoff in lieu of demotion in series shall be placed on the preferred eligible list for the class in which they were laid off and shall be recertified to available vacancies in this class in the order of their total City seniority from the list.

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

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

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

#### **SECTION 5 - EFFECT OF JURISDICTIONAL LINES**

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

#### **SECTION 6 - EMPLOYEES HOLDING MULTIPLE TITLES**

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

#### **SECTION 7 - CONDITIONAL WAIVER OF EMPLOYEE RIGHTS**

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

#### **SECTION 8 - PREEMPTIVE LAYOFF REQUESTS**

If a reduction in force in a department is imminent or taking place over an extended period of time, any employee who has been identified as being subject to layoff, may request in writing that he/she be laid off prior to the date when he/she would be reached for such layoff. Such request is subject to approval of the employing department and the Human Resources Director.

Employees who are granted an effective date of layoff earlier than the scheduled layoff date shall retain the same rights which they would have had had they been laid off as scheduled.

**SECTION 9 - STATUS CHANGES IN ANTICIPATION OF LAYOFFS**

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

**13. SAFETY PROCEDURE**

The Association and the City agree that employee safety is of primary concern and that every effort shall be made to promote safe equipment, safe work habits and safe working conditions.

**14. OUT-OF-CLASS WORK ASSIGNMENTS**

Employees are to be assigned job duties and responsibilities which are appropriate to their classification. An employee shall not be assigned to perform work which falls outside of his/her classification except in cases of emergency or other situations resulting from factors beyond the control of management which cannot be anticipated or planned for in the normal course of departmental operations and where such assignment is necessary to effectively carry out departmental operations.

When an employee is assigned to perform work clearly outside of his/her classification or be assigned and given responsibility to perform the preponderance of duties regularly performed by another employee in a higher class for more than fifteen (15) consecutive work days, the employee so assigned shall be compensated at the appropriate rate for the work performed.

If an employee believes that his/her regularly assigned set of duties and responsibilities are not properly allocated to his/her current title, the employee or his/her bargaining agent may request the Classification/Compensation Section of the Human Resources Department to conduct a classification survey of the employee's job as provided in Human Resources Department Rules.

**15. EQUALIZATION OF OVERTIME**

The Employer agrees to reasonably equalize the overtime hours among the Assistant Supervisors of Street Maintenance and Construction in this Association whenever practical and possible.

**16. WAGES**

**A. GENERAL WAGE INCREASES**

- 1. Effective July 1, 2008 0%
- 2. Effective July 1, 2009 0%
- 3. Effective July 1, 2010 0%
- 4. Effective July 1, 2011 0%

Members of the bargaining unit will be required to take twenty-six (26) mandatory budget required furlough (BRF) days without pay for three (3) consecutive 12-month periods. To achieve uniformity among its various bargaining units and equitable treatment of employees, the City has the right to determine the date that the BRF three (3) consecutive 12-month periods will commence. It is understood by the parties that the completion of the three (3) consecutive 12-month periods will exceed the contract period of the Master Agreement.

If an employee is required to work on any mandatory budget furlough day, a substitute furlough day without pay must be scheduled by the Department and taken by the employee to ensure that the twenty-six (26) mandatory budget furlough days without pay requirement will be met during each twelve month period.

The mandatory budget furlough days will impact the following economic provisions as specified below:

**OVERTIME**

If an employee is scheduled to work less than 40 hours in a work week due to mandatory budget furlough time off, overtime for that work week shall not be payable until the employee works 40 hours in that work week. Notwithstanding the above paragraph, vacations and holidays shall be counted as time worked for the purpose of computing overtime.

**RETIREMENT**

The period of reduced regular wages due to mandatory budget furlough time off 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 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 mandatory budget furlough 10% hour's reduction.

**SICK LEAVE**

Qualifications for earning time are proportionally reduced, and other appropriate modifications are agreed to as necessary to comport with the mandatory budget furlough 10% hour's reduction.

**LONGEVITY**

The minimum number of hours 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 mandatory budget furlough schedule.



## **17. WORK WEEK, WORK DAY, SHIFT PREMIUM**

### **A. STANDARD SERVICE WEEK:**

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

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

### **B. SERVICE DAY AND WORK DAY:**

1. The regular service day shall begin at 12:01 a.m. and extend to 12:00 p.m. The work day shall consist of eight (8) hours, exclusive of the lunch break in the service day.
2. When an employee is called to work, he/she shall be guaranteed not less than four (4) hours of pay for “show up” time at the straight time rate.
3. When an employee works overtime, meal periods and coffee breaks are unpaid time.

### **C. AFTERNOON AND NIGHT SHIFTS:**

1. Employees who work regularly scheduled afternoon and night shifts shall receive, in addition to their regular pay, a premium of seventy cents (70¢) per hour for the afternoon shift and a premium of seventy-five cents (75¢) per hour for the night shift according to Chapter 13, Article 2, Section 13 of the Municipal Code of the City of Detroit.
2. **Shift Premium Times:**  
The *afternoon* shift shall be any full-time shift commencing at the hour of 11:00 a.m. or between the hours of 11:00 a.m. and 6:59 p.m.  
  
The *night* shift shall be any full-time shift commencing at the hour of 7:00 p.m. or between the hours of 7:00 p.m. and 3:59 a.m. inclusive, in accordance with Chapter 13, Article 2, Section, 13, of the Municipal Code of the City of Detroit.
3. When the City’s payroll system has the capability, employees will be paid on a bi-weekly basis.

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

## **18. 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 hired prior to February 11, 2010 shall be entitled to three (3) swing holidays in each fiscal year. Employees hired on and after February 11, 2010 shall not be entitled to swing holidays.

- 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 and sick leave pay the day before and the day 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.
- D. 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.
- E. 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.
- F. 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.
- G. Premium payments shall not be duplicated for the same hours worked.
- H. Employees shall be granted eight (8) hours of "Excused Time" on 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. For employees hired prior to February 11, 2010, an additional Swing Holiday shall be granted in the event there is no designated Election Day, provided they are on the payroll through the excused time day in question. Employees required to work any portion of the "Excused Time" on these days will receive either equal time off for hours worked or additional pay at straight time for such hours at the option of the Department Head. No holiday premium will be paid for work on these days. When an employee is absent

without good cause for the non-excused portion of the day, he/she shall forfeit his excused time for the day.

- I. For the purpose of this Article, an employee shall be considered off the payroll if he/she engages in a work stoppage which extends through a holiday or excused time day. All benefits under this Article will be forfeited for the holiday or excused time in question.
- J. 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.
- K. 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 (6) or seven (7) day operation may be scheduled off for the holiday on either the calendar holiday or the substitute holiday.
  - 2. When an employee works both the calendar holiday and the substitute holiday, the day selected as a holiday for pay purposes shall be the day which allows the employee the maximum pay credit for working both days.
  - 3. If an employee works either the calendar holiday or the substitute holiday, but not both, he/she shall be paid holiday premium for the day worked.
  - 4. If an employee is off sick on the calendar holiday, or the substitute holiday, or both, he/she shall receive sick pay. 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.
- L. 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 22, 23, 26, 29, 30, 2008**  
**December 21, 22, 23, 28, 29, 30, 2009**  
**December 20, 21, 22, 23, 28, 29, 30, 2010**  
**December 19, 20 21, 22, 27, 28, 29, 2011**

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

The City reserves the right to use mandatory budget required furlough days for any of the dates during the optional holiday closing season.

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

**Note:** The two-tier system for new hires as well as other new changes referenced in this Article will be implemented when the City's Payroll System has the capability. (See Memorandum of Understanding – RE: HR/Payroll Systems.)

## **19. 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 and submits documentation of such upon return to work, will be granted three (3) days leave not to be charged to sick leave; provided that such leave will be extended to five (5) days if the funeral which the employee attends is more than 300 miles from the City of Detroit. When an employee is entitled to three (3) days leave under this provision, and the funeral is within 300 miles of Detroit, he/she shall be granted two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.
- B. **Definition of Immediate Family:** The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother, step-son, step-daughter, grandmother and grandfather.
- C. If a death occurs among the relatives of the employee, the employee will be granted one (1) day leave, not to be charged to sick leave provided he/she attends the funeral and submits documentation of such upon return to work. If the funeral which the employee attends is more than 300 miles from the City of Detroit, the employee may extend the leave by two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.
- D. **Definition of Relatives:** Relatives are defined as grandson, granddaughter, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.
- E. If the Association President is not available to attend the funeral of a City employee who is a member of his/her Association, a representative of the Association with proper notification to

the department head, shall be allowed one (1) funeral day, not to be charged to sick leave, to attend the funeral, provided he/she submits documentation of such upon return to work.

**Note:** Employees hired on or after February 11, 2010 are not eligible to receive reserve sick leave.

The two-tier system for new hires referenced in this Note will be implemented when the City's Payroll System has the capability. (See Memorandum of Understanding – RE: HR/Payroll Systems.)

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

### **A. DEATH BENEFITS**

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

1. **MEMBERSHIP:**  
Mandatory for regular employees.
2. **CONTRIBUTIONS:**  
By the City - \$13.30 per year per employee.  
By the employee .20¢ per week or \$10.40 per year.

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

### **B. PAYMENT FOR EMPLOYEES KILLED OR PERMANENTLY DISABLED IN LINE OF DUTY:**

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

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

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

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

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

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

#### C. **GROUP LIFE INSURANCE**

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

1. **Membership** - Optional for members of the Employee 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:

<b><u>Yearly Pay</u></b>	<b><u>Amount of Insurance</u></b>
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:**

**Cost to Employee**

70¢ per week

**Amount of Insurance**

\$5,000 each dependent

E. **ADDITIONAL INSURANCE**

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

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

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.

**21. 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 (MUIA) 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 during such week, and if

- a. such layoff
  1. was from the bargaining unit
  2. occurred in a reduction in force;
  3. was not for disciplinary reasons and was not a consequence of (i) any strike, slowdown, work stoppage, picketing (whether by his/her bargaining unit or any other), or concerted action, or any dispute of any kind involving City employees or (ii) any fault attributable to the applicant, or (iii) any war or hostile act of a foreign power (but not government controls or regulation connected therewith), or (iv) sabotage or insurrection, or (v) any act of God and
  4. was not self elected.
- b. with respect to such week, the applicant:
  1. had sufficient seniority to be eligible for one week's benefit;
  2. has registered at and has reported to an employment office of the Michigan Unemployment Insurance Agency as required by the (MUIA);
  3. has received unemployment compensation from (MUIA) (Michigan Unemployment Insurance Agency) 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 , 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 a period of 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 MUJA 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 MUJA unemployment benefit.

**Section 4. Amount of Weekly Supplemental Benefit:**

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

**Section 5. Duration of Supplemental Benefit:**

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

**Section 6. Offset of Back Wages:**

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

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

- A. The City shall continue to provide hospitalization and medical insurance for employees and their legal dependents, duty disability retirees and their legal dependents, duty death beneficiaries and their legal dependents. Non-duty disability retirees are not eligible for hospitalization-medical or prescription drug insurance coverage.

Hospital/Medical insurance coverage for employees hired/re-instated prior to February 11, 2010 shall begin on the first day of the first full pay period, and end on the last day of the month that employment ends.

Hospital/Medical insurance coverage for employees' hired/re-instated on or after February 11, 2010 shall begin on the first day of the month following three (3) months of service, and end

on the last day of the month that employment ends. For the first five (5) years of employment hospital/medical insurance enrollment opportunity shall be limited to Community Blue PPO and HMO plan options available under the City Medical Design Plan II (formerly known as the "Mercer Design Plan"). The Blue Cross Traditional Plan is not an available plan option. Eligibility to apply for enrollment in the Alternative Health Care option design plans will begin at the open enrollment period following the end of the five (5) years of service with an effective date of July 1<sup>st</sup> of that year.

- B. If the City continues to offer the Blue Cross/Blue Shield Traditional Plan as an option the employee contribution will be 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)<sup>1</sup>, known as the two dollar (\$2) deductible Drug Rider.

The City's contribution for the cost of Blue Cross/Blue Shield Traditional Plan hospitalization/medical coverage on a monthly basis shall be as follows:

<b>Single person</b>	<b>\$100.06</b>
<b>Two person</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.

- C. Effective upon approval of City Council, the City will no longer provide employees the option to insure sponsored dependents.
- D. The City will pay the premium for regular retirees and their spouses who are enrolled in the Blue Cross/Blue Shield Traditional Plan 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)<sup>1</sup> 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 and non-duty disability retirees) on or after July 1, 1986, the City will pay up to the following amounts per month for Blue Cross/Blue Shield Traditional Plan hospitalization and medical insurance:

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

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<sup>1</sup> The \$2 deductible Drug Rider (Certificate #87 as referenced above, reflects the benefit at the time the premium sharing arrangement was instituted. Currently, the co-pay for the Prescription Drug benefit is \$5 for generic and \$15 for brand name drugs (retail – 30 day supply). In July 2004 the City made available to retirees who are eligible for health care coverage the option of choosing the Blue Cross Community Blue PPO plan. From the inception the prescription drug co-pays for the Blue Cross Community Blue PPO plan was \$10 for generic and \$20 for brand name drugs (retail – 30 day supply).

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 at the time of retirement only for as long as they receive a pension from the City.

- E. The City Blue Cross/Blue Shield Traditional 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 one hundred seventy-five dollar (\$175.00) per person annual deductible three hundred fifty dollars (\$350.00) for two or more in a family).
- F. Employees and retirees shall have the option of choosing alternative hospitalization medical coverage from plans or programs made available by the City. The City's contribution to the alternative plans or programs shall be limited to the following:

Alternative Health Care Design Plans (AHCD) – Blue Cross Community Blue PPO 90% of the monthly premium; all HMO plans 80% of the monthly premium.

City Medical Design (CMD) Plan II options (formerly known as the “Mercer Plan”) – Blue Cross Community Blue PPO and all HMO plans 80% of the monthly premium.

The employee's contribution toward the component premiums (i.e., one person, two persons, family) for Blue Cross Community Blue PPO (AHCD) plan shall be capped at 10% of the monthly premium; and for Blue Cross Community Blue PPO (CMD Plan II) and all HMO plans shall be capped at 20% of the monthly premium.

If at the end of any fiscal year an alternative hospitalization plan or program has failed to enroll 50 employees city-wide, the City shall have the option of removing that plan from the list of eligible plans or programs. Effective with the 1987-88 fiscal year all alternate carriers must account for their premium charges without distinguishing between active and retired employees using the following format:

**Single Person**  
**Two Persons**  
**Family**

- G. The City shall provide for all active employees and their dependents, and duty disability retirees and their dependents, a dental plan which shall be equivalent to the Blue Cross/Blue Shield program which provides Class I benefits on a twenty-five percent (25%) co-pay basis and Class II and III benefits on a fifty percent (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 fifty percent (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.

Effective February 11, 2010, coverage for employees hired or reinstated shall begin on the first day of the month following the employee completing six months of service. Coverage ends on the last day of the month that employment ends.

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

Effective July 1, 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.

Optical coverage for employee's hired/re-instated prior to February 11, 2010 shall begin on the first day of the month following the employee completing 60 days of service. Coverage ends on the last day of the month that employment ends.

Optical coverage for employee's hired/re-instated on or after February 11, 2010 shall begin on the first day of the month following the employee completing six (6) months of service. Coverage ends on the last day of the month that employment ends.

- I. If, during the term of this Agreement, a Federal Health Care Law is enacted, the parties shall enter into immediate collective bargaining negotiations over the impact of such a law on the existing arrangement for funding and providing health care benefits.
- J. No insurance carrier shall be allowed to underwrite City health care benefits unless it offers coordination of benefits. All carriers will be required to provide group specific utilization and cost data as a condition of doing business with the City. Copies of all information will be provided to Union and City representatives as directed.
- K. The City reserves the right to implement health care cost containment programs during the term of the Contract. Said cost containment program shall not diminish the levels of benefits provided in the basic plans but may require the insured to follow procedures prescribed by the carrier in order to be eligible for benefits.
- L. Employees on the active payroll who are covered by a health care plan offered by an employer other than the City, and can furnish proof of such coverage, may elect to take a \$950 cash payment (opt-out stipend), payable quarterly at the end of each three month period, in lieu of the hospitalization-medical coverage offered by the City. Effective with the implementation of the new HR/payroll system this opt-out stipend will be paid equally during each applicable pay cycle. This opt-out 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.

- M. A spouse who is or becomes divorced from an employee or a retiree (divorced spouse) is not entitled to healthcare coverage under this Agreement under any circumstances.

If a retiree marries or remarries after retirement, the new spouse is not entitled to healthcare coverage under this Agreement under any circumstances.

The child, of a divorced spouse or a new spouse of a retiree who is neither the biological, legally adopted nor legally guardian child of the employee or retiree is ineligible for dependent healthcare coverage under this Agreement.

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

- O. Mandatory Generic Drugs: Prescription drug coverage under all City of Detroit health care plans shall require the use of generic drugs, unless determined that a brand name drug is medically required or a generic equivalent is not available. If the brand name drug is requested, but is not medically required or a generic drug is available, the employee, retiree or covered dependent must pay the applicable brand name co-pay amount plus the difference between the cost of the generic drug and the brand name drug. This requirement applies even if the prescribing physician has indicated "dispense as written" or "DAW" on the prescription. This mandatory generic drug requirement shall be administered by BCBSM for BCBSM-administered or insured plans, and for other City carriers by their medical insurer or administrator. Final resolution to any appeal will be handled by the medical insurance carrier or administrator.

- P. Enrollment for medical coverage for retirees who are Medicare-eligible shall be limited to the Medicare Advantage option plans offered by the City. In the event, such Medicare Advantage plans are no longer offered or cost effective, enrollment in alternate plans will be permitted as determined by the City.

- Q. 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 defined by Medicare that permits the employer to be a secondary payee for insurance, 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 the amount paid for Medicare after submission of required proof of enrollment and payment. This reimbursement for the cost of Medicare provision only applies to employees and their eligible dependents, while the employee is on the active payroll. This benefit does not apply to retirees or dependents covered under the City retiree's health care contract.

Currently, all retirees and their dependents that 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.

Accordingly, any person who is eligible for hospitalization-medical coverage under this Agreement and who is Medicare-eligible shall furnish the City's Benefits Administration Office a copy of his/her Medicare card which confirms that he/she has obtained Medicare Parts A and B or documentation from the Social Security Administration that verifies ineligibility in order to continue to receive any hospitalization/medical coverage under this Agreement. Failure to enroll in Medicare, provide required Medicare documentation or maintain Medicare Parts A and B coverage will result in coverage termination. If coverage is terminated, re-enrollment will not be permitted until the next scheduled open enrollment period. Required documentation, i.e., proof of Medicare coverage, must be presented with the enrollment application. If reenrollment is approved, the coverage shall be reinstated prospectively only. (Generally, open enrollment occurs in the spring of the year, with a July 1<sup>st</sup> coverage effective date).

- R. Consistent with current practice, if an employee retires with 25 years of credited service but less than 30 and receives an actuarially reduced pension, (referred to as the Actuarially Reduced 25 Year Option of the Retirement Plan) he/she may participate in the City's group retiree hospital-medical plans at full cost for the coverage. The City shall make no contribution to the monthly premiums for this hospital-medical coverage until such time as this retiree reaches what would have been his/her 30<sup>th</sup> year anniversary which would have qualified him/her for a regular service retirement. Upon reaching his/her 30<sup>th</sup> year, the City will contribute to the cost of the retiree and spouse's health care based on the contribution formula and rules in effect at time of qualification for regular retirement at the 30<sup>th</sup> year.
- S. Employees hired on or after February 11, 2010, hospital/medical and prescription benefits shall cease for retirees and their spouses after the retiree (or medical contract holder) becomes Medicare eligible by age; the current Medicare eligible age requirement is 65.
- T. Effective February 11, 2010, employees who retire after the effective date of this Agreement, and who are qualified to receive the City's hospitalization-medical insurance as a retiree shall at any time the retiree is receiving said coverage, be entitled to the same coverage opportunities then available to the active employees (plus, Medicare Advantage plans as specified in P above) and utilizing the same co-premium calculation formula to determine amounts payable by retirees for the retiree and his/her spouse.
- U. Health Habits and Reproductive Prescription Drugs: Effective February 11, 2010, all health habits, reproductive (fertility), and lifestyle prescription drugs EXCEPT FOR SMOKING CESSATION AND WEIGHT LOSS will no longer be covered under the City's prescription drug program.
- V. 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 (19 – 25 year old dependent children) must also provide proof that the dependent is enrolled in an accredited school as a full-time

student (carrying 12 credit hours each Fall and Winter term) in order for that dependent to be eligible for continued coverage. Effective with the coverage year that begins on July 1, 2010, the age requirement for family continuation dependents shall be changed from age 19 through 25 to age 19 through 22.

- W. There shall be no duplicate hospitalization-medical insurance coverage or payments in lieu thereof provided employees or future retirees of the City. If the City employs more than one member of a family, or the family unit includes a retiree of the City, all of whom could be eligible for coverage under one hospital-medical insurance policy or plan as a spouse or eligible dependent, the spouses or eligible dependents of that family shall be covered by only one spouse or the other. It is the responsibility of the family to select a single hospitalization carrier. Under no circumstances shall the City be obligated to provide more than one hospitalization-medical policy or plan.
- X. Consistent with current practice, all employees, retirees, and their dependents, who received healthcare coverage under this Agreement, must disclose to the City the existence of any other source of healthcare benefits. In all such cases, full coordination of benefits will apply at all times.
- Y. Effective July 1, 2010, if an employee/retiree's spouse has hospitalization-medical coverage available to him/her under a plan offered by his/her employer (other than the City of Detroit), said spouse must enroll in that employer's hospitalization/medical plan for employees or retirees in order for the spouse to be eligible for medical coverage through the City of Detroit. In such cases, if the spouse of the employee or retiree is also enrolled in the City's hospitalization-medical plan, the City will be the secondary insurer/payer. This provision does not apply in those instances where the employee/retiree and spouse are both employed by the City of Detroit. (See Paragraph W as referenced above)
- Z. In addition to the above noted provisions, the parties agree to continue to bargain and to work collaboratively toward establishing cost saving measures for Healthcare benefits as well as resolve issues that may arise with the implementation of the new HR/Payroll and Benefit System. If the parties agree to further changes during the course of this Agreement, such changes shall be implemented upon ratification of the bargaining unit and approval by City Council, and thereafter, incorporated into this Master Agreement. Examples of Continued Cost Saving Measures for medical, dental, optical and life insurance plans include, but are not limited to:
  - (1) Post-Retirement Employment (City is Not Responsible for Retiree Healthcare if Employee is Eligible for Healthcare Through His/Her Post Retirement Employer, that is Substantially the Same as the City's Plan, During the Period of Other Employment)
  - (2) Auto-Related Accidents Coverage (Primary Insurer—Automobile Insurance Plan; Secondary Insurer—City Medical Plan)

The two-tier system for new hires referenced in this Note will be implemented when the City's Payroll System has the capability. (See Memorandum of Understanding – RE: HR/Payroll Systems.)

## **23. JURY DUTY**

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

If selected to serve on a jury, which requires the employee to be off work for more than one day, the employee must notify his/her employing department each day in accordance with established departmental call-in procedures. Failure to do so will make the employee ineligible for jury duty supplementation.

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. However, the employee must notify the department of his/her desire to exercise this option prior to the first date of jury service.
- F. 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; however jury duty time shall not be counted as time worked for the purpose of computing overtime.
- G. 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.

## **24. 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 twenty-five (25) years of credited service but less than thirty (30) and receive an actuarially reduced pension which shall be known as the Actuarially reduced 25 Year Option of the Retirement Plan. Employees who are receiving a duty or a non-duty disability pension or Income Protection benefits may elect to convert to this new option if they otherwise meet the qualifications.

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

Employees who have resigned with twenty-five (25) or more years of serve 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 after they would have had twenty-five (25) years with the City and have been notified by the Pension Bureau of the availability of this option.

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

- B. Retirement benefits shall be modified to include an optional coordination of benefits between regular retirement benefits and Social Security benefits for those employees who retire from the City with a regular retirement or the Actuarially Reduced 25 Year Option prior to becoming eligible for Social Security payments. Such coordination of benefits shall cause an approximate leveling of total monthly benefits derived from both the City's retirement system and Social Security without creating any additional actuarial costs.
- C. For employees hired on or after July 1, 1980, the vesting provisions of the City Retirement Plan shall require ten (10) years of service regardless of age in lieu of the "40 and 8" age and service requirement.
- D. For employees who separate from City service with a vested pension prior to reaching eligibility for a regular service retirement, time earned after July 1, 1988, shall not be factored into the formula for determining their pension benefit until they shall have attained age 62. This position 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 or optical benefits provided for other retirees, spouses, dependents or beneficiaries.
- F. Employee contributions to the general retirement annuity fund shall be made optional. Balances in the fund standing to the individual credit of employees discontinuing contribution shall be maintained with accumulated interest to be paid out to the employee upon separation from the City. Employees qualified under the pension vesting provision of the general retirement system may withdraw their annuity with accumulated interest upon separation.

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

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

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

- L. 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.
- M. Effective February 11, 2010, any employee covered by this agreement, who is seeking a duty disability retirement, shall have an examination conducted by an independent medical examiner (IME). If the IME concludes that the employee's physical or medical condition does not relate to his/her employment with the City of Detroit, the employee shall not be eligible for the duty disability retirement.
- N. 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.
- O. 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.
- P. The post retirement escalator factor shall increase from 2.0% to 2.25% of original base pension effective July 1, 1992.
- Q. Employees shall have the option of selecting from two additional surviving beneficiary options of 25% and 75%.
- R. 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%.
- S. 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."
- T. 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.

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

- A. Employees shall be entitled to payment for unused sick leave on retirement as follows:
- B. 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. Effective March 25, 2004, the payment shall be increased to sixty percent (60%) of the employee's unused sick leave.
- C. The payments will be made as part of the Employee's Pension Program, or the Employee's Benefit Plan, or through the Finance Department.

## **26. LEAVES OF ABSENCE**

Leaves of absence without pay may be granted to Association members in accordance with the procedures established under Human Resources Department Rules.

**FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA):** The Act is intended to allow employees to balance their work and family life by taking reasonable leaves of absences for reasons set forth in the Act. The City is committed to the two (2) fundamental concerns of FMLA-the needs of the American workforce, and the development of high-performance organizations.

The Human Resources (HR) Department is responsible for developing and disseminating policy directives which detail how the City will implement the provisions of the Act and any amendments promulgated during the life of this agreement. The City and Union shall meet, confer and mutually agree upon any administrative change that may impact the benefits bargaining unit members currently receive under FMLA prior to the issuance and implementation of any new Policy Directive.

Currently, for employees of the City, the twelve month period for FMLA is the fiscal year. Effective July 1, 2010, for employees of the City, twelve (12) month period for FMLA will be a rolling 12-month period measured backward from the date an employee uses any FMLA.

## **27. PERSONAL LEAVE**

Absences for the purpose of conducting important personal business which cannot reasonably be handled outside working hours, in the judgment of the department head, shall be considered proper charges against current sick leave reserves; provided that permission for such absences must be secured from the department head forty-eight (48) hours in advance; provided that the department head may permit such absences with pay to the extent of five (5) working days in any one fiscal year.

Employees will have access to Departmental Leave Days in accordance with the Municipal Code and the Manual of Standard Personnel Practices. Permission will not be unreasonably withheld.

## **28. MISCELLANEOUS**

- A. All salaried employees will have their hourly rates computed by dividing their annual salary by two thousand and eighty (2080) hours.
- B. Deferred Compensation Plan: Employees shall be eligible for a Deferred Compensation Plan made available by the City. Participation in the plan shall be optional with each employee.
- C. The basic step increment schedule for salary classifications shall be annual increments of 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.
- D. Employee benefits for those employees sixty-five (65) years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee (e.g., coordination of Medicare/Medicaid coverage with City hospitalization coverage).
- 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 the underpayment shall be made within 60 days after notification to the department Human Resources officer.

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

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

## **29. SICK LEAVE**

- A. All employees hired prior to February 11, 2010 who shall have completed three (3) months of continuous service shall be granted one (1) day of sick leave for every service month in which they have worked 80% of their scheduled hours, not to exceed twelve (12) sick leave days in any one fiscal year. Those employees hired on or after February 11, 2010 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 ten (10) sick leave days in any one fiscal year. Sick leave earned after July 1, 1971, may accumulate without limitation. These days shall be known as current sick leave and shall be kept in the Current Sick Leave Bank.

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

- B. Reserve sick leave of five (5) service days shall be granted on July 1<sup>st</sup> to each employee hired prior to February 11, 2010 who was on the payroll the preceding July 1<sup>st</sup> 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. Those employees hired on or after February 11, 2010 shall not be eligible for reserve sick leave.

- C. Sick leave may not be granted in anticipation of future service.
- D. Sick leave balances shall be expressed in terms of hours and shall be posted on the employee's check stub.

E. **QUALIFIERS FOR BONUS VACATION DAYS:**

1. **Fifty Day Qualifier:** Employees hired prior to February 11, 2010 who have accumulated a total of fifty (50) or more unused sick days on July 1 shall receive up to six (6) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited according to the following table:

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

3. **Twenty-Five Day Qualifier:** Employees hired prior to February 11, 2010 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<sup>st</sup></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

Those employees hired on or after February 11, 2010, shall not be eligible for bonus vacation days.

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

- F. Reserve sick leave is not available for usage as Departmental Leave Days. Employees will have access to Departmental Leave Days in accordance with the Municipal Code and the Manual of Standard Personnel Practices. Permission will not be unreasonably withheld.
- G. The above shall be in accordance with Chapter 13, Article 5, Section 2 of the Municipal Code of the City of Detroit except as modified by this Article.
- H. The City shall provide upon request monthly reports on sick leave usage by department.

**Note:** The two-tier system for new hires referenced in this Article will be implemented with the City's Payroll System has the capability. (See Memorandum of Understanding – RE: HR/Payroll Systems.)

### **30. WORKERS' COMPENSATION**

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



## 31. VACATIONS

### A. **ELIGIBILITY:**

Employees inducted during the course of the fiscal year shall not be eligible for vacation leave without deduction of pay until they shall have earned at least one thousand (1000) hours of paid time, exclusive of overtime or premium time, and until they have attained status as City employees for a least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. Once employees have earned at least sixteen hundred (1600) hours of paid time, exclusive of overtime, and have attained status as employees for at least twelve (12) months, they are entitled to five (5) additional vacation days. In order that an employee's time may be computed on a fiscal year basis, on the July 1 following his first year anniversary date of employment the employee will be entitled to a prorated vacation leave, computed by multiplying the number of months remaining from the anniversary date, to the end of the fiscal year by 8.3 percent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his vacation shall be computed on a fiscal year basis.

Employees hired on or after February 11, 2010, shall not be eligible for vacation leave without deduction of pay until they shall have earned at least one thousand (1000) hours of paid time, exclusive of overtime or premium time, and until they have attained status as City employees for a least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. 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 five (5) days and rounding the product to the nearest whole number. Thereafter, his vacation shall be computed on a fiscal year basis.

The maximum vacation days earned in a fiscal year for an employee hired on or after February 11, 2010 with fifteen (15) or more years of service shall be fifteen (15).

### B. **VACATION SCHEDULE:** The vacation schedule for employees hired prior to February 11, 2010 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

**VACATION SCHEDULE:** The vacation schedule for employees hired on or after February 11, 2010 shall be as follows:

0-6 months	No vacation
6 months through 5 years	5 days
6 years	6 days
7 years	7 days
8 years	8 days
9 years	9 days
10 through 12 years	12 days
13 years	13 days
14 years	14 days
15 years or more	15 days

**C. VACATION PERIOD:**

1. Vacation will, insofar as possible, be granted at a time most desired by employees according to their seniority and in accordance with local supplemental agreements.
2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day.
3. If an employee becomes ill while on his vacation, or prior to, his vacation shall be re-scheduled after proof of such illness.
4. Employees who are on extended sick leave of one (1) month or more on any October 1<sup>st</sup> date, shall, upon prior written application to the department head and the Finance Director be entitled to a lump sum payment in lieu of time off for all vacation leave earned during the preceding fiscal year.
5. An employee's vacation bank may not exceed more than forty (40) days, or 320 hours, on any October 1.

**D. VACATION PRORATION:**

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

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

year anniversary date to the date of separation by 8.3 percent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

New employees hired on or after February 11, 2010 who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one year anniversary date to the date of separation by 8.3 percent of five (5) 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<sup>st</sup>, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two banks, he/she will be docked for the time.

**F. VACATION PRORATION – LAYOFFS:**

An employee who is laid off for an extended period of time beyond sixty (60) calendar days, will receive a lump sum bonus payment in lieu of any unused vacation credit including that accrued in the current fiscal year on a pro-rata basis according to Section 30-D.

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

An employee who is laid off for sixty (60) days or less shall have the option of receiving a lump sum bonus payment in lieu of vacation or leaving his vacation intact.

**G. RATE DURING VACATION:**

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

**H. ADVANCE CHECKS:**

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

**I. COMPENSATORY TIME CONVERSION:**

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

**Note:** The two-tier system for new hires as referenced in this Article will be implemented when the City's Payroll System has the capability. (See Memorandum of Understanding – RE: HR/Payroll Systems.)

## **32. LONGEVITY PAY**

- A. Employees hired prior to February 11, 2010 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 but have received a suspension of ten (10) work days or greater during the year immediately preceding any December 1 date or other day of payment shall not qualify for a longevity payment for that year.

In the event an employee has been disqualified for a longevity payment due to receipt of a ten (10) work day suspension or greater, and said disciplinary action is rescinded or reduced below the ten (10) work day threshold, the employee shall receive payment of the disallowed longevity payment.

- C. Employees who have qualified for longevity pay and have accumulated at least sixteen hundred (1600) hours of straight time regular payroll hours of paid time during the year

immediately preceding any December 1 date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any other date of qualification. Except for employees first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 1.

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

- D. Employees who first qualify for longevity pay increments in any month after any December 1 date shall be paid such increment on a pro-rata basis upon attaining such qualification in the amount of a full increment less one-twelfth (1/12) thereof for each calendar month or fraction thereof from the previous December 1 date to date of such qualification.
- E. Prorated longevity payments may be made between December 1 dates to qualified employees and officers who separate or take leave from City service, excluding those who are discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment shall be paid for time served on a full calendar month basis since the date of their last longevity payment; provided, that each month shall contain at least 160 straight time regular payroll hours of service.
- F. In no event shall those employees hired on and after February 11, 2010 be entitled to Longevity Pay.
- G. 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.

### **33. INTERFERENCE WITH WORK**

- A. The Association agrees that it will take all reasonable steps to cause the employees covered by this Agreement, individually and collectively, to perform all the duties of their employment positions and to render efficient service to the very best of their abilities.
- B. The Association, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful and proper performance of all the duties of their employment.
- C. The Association further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slowdowns; stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of the public service.
- D. It is agreed and understood by the parties that any employee participating in any strike, sit-down, stay-in, slowdown, stoppage of work, or any other act interfering with the continuity of the public service shall forfeit any and all rights, privileges, or benefits accruing to him under the terms of this Agreement.

### **34. FRINGE BENEFITS AND OTHER WORKING CONDITIONS**

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

### **35. MAINTENANCE OF CONDITIONS**

Conditions of employment and current proper practices which are legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement. It is understood that the conditions of employment maintained are those of minor benefit only.

If there is a disagreement as to whether a condition to be maintained is of minor benefit or not, a Special Conference shall be arranged and no change of conditions shall be implemented until such Special Conference is concluded.

### **36. SAVINGS CLAUSE**

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

### 37. DURATION, MODIFICATION & 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, 2012.

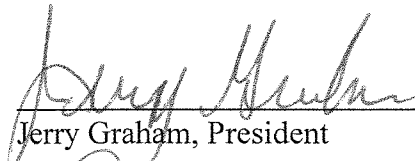
If either party desires to modify this Agreement, it may give notice to the other party as early as April 30, 2012.

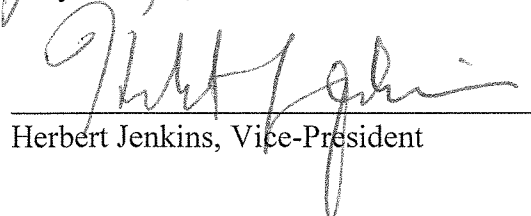
In the event the parties fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 2012, this Agreement will remain in effect on a day-to-day basis. Either party may terminate the Agreement by giving the other party a ten (10) calendar day written notice on or after June 20, 2012.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

Dated This 23<sup>rd</sup> Day of June, 2011.

#### ASSISTANT SUPERVISORS OF STREET MAINTENANCE AND CONSTRUCTION ASSOCIATION:

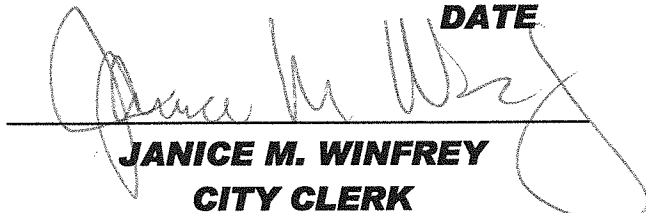
  
Jerry Graham, President

  
Herbert Jenkins, Vice-President

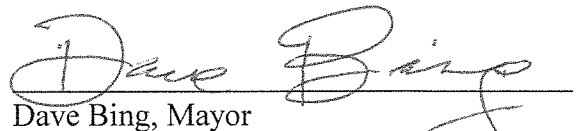
#### APPROVED AND CONFIRMED BY THE CITY COUNCIL

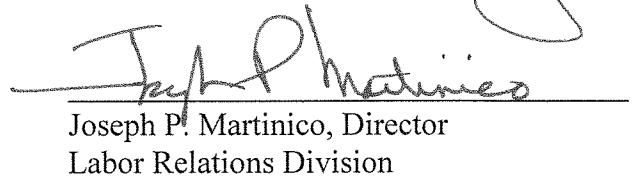
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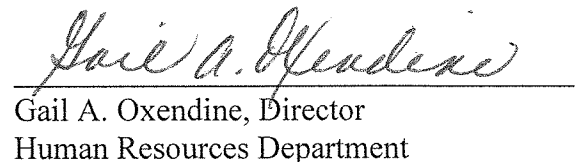
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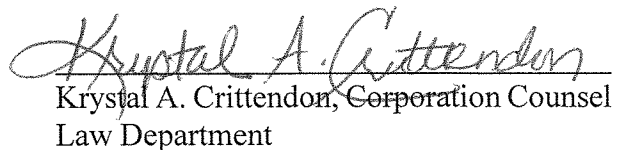
  
**JANICE M. WINFREY**  
**CITY CLERK**

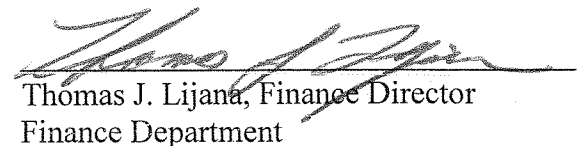
#### CITY OF DETROIT:

  
Dave Bing, Mayor

  
Joseph P. Martinico, Director  
Labor Relations Division

  
Gail A. Oxendine, Director  
Human Resources Department

  
Krystal A. Crittendon, Corporation Counsel  
Law Department

  
Thomas J. Lijana, Finance Director  
Finance Department

**MEMORANDUM OF UNDERSTANDING**  
Between the  
**CITY OF DETROIT**  
and the  
**ASSISTANT SUPERVISORS OF STREET MAINTENANCE  
AND CONSTRUCTION ASSOCIATION**

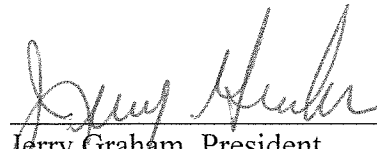
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**RE: Defined Contribution Retirement Plan**

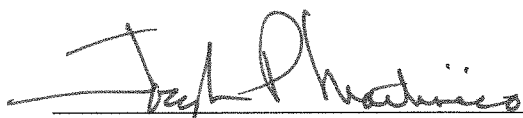
During the 2008 negotiations, there was discussion between the parties concerning a requirement for all newly hired employees to be placed in a Defined Contribution Plan (DCP) in lieu of the current Defined Benefit Plan (DBP). The parties agree to have an actuarial study performed on the retirement plan, which the City will initiate. During the term of this agreement, the parties agree to continue collective bargaining negotiations on this issue.

Dated This 23<sup>rd</sup> Day of June, 2011.

FOR THE UNION:

  
\_\_\_\_\_  
Jerry Graham, President  
Assistant Supervisors of Street Maintenance  
and Construction Association

FOR THE CITY:

  
\_\_\_\_\_  
Joseph P. Martinico, Director  
Labor Relations



**MEMORANDUM OF UNDERSTANDING**  
Between the  
**CITY OF DETROIT**  
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**ASSISTANT SUPERVISORS OF STREET MAINTENANCE  
AND CONSTRUCTION ASSOCIATION**

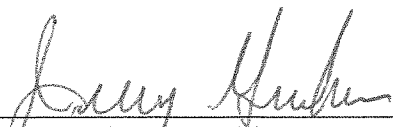
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**RE: Tuition Refund**

- A. Effective January 1, 2010, the City's Tuition Refund Program is suspended for the balance of the 2008-2012 contract period. No reimbursement/payment shall be made for course work or employment development program ending after December 31, 2009. Effective July 1, 2012, bargaining unit members with a minimum of three (3) years of service 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 Consultant/Manager servicing their department. Eligibility to participate in the tuition refund program will begin after attaining three (3) years of service, prior to the start of the course or employment development program.
- B. The maximum amount of the tuition refund shall be as indicated below:
1. An eligible employee will be entitled to receive a maximum of \$2,000 per fiscal year to be applied toward tuition and applicable registration fees in seeking a graduate degree from an accredited university.
  2. An eligible employee will be entitled to receive a maximum of \$1,500 per fiscal year to be applied toward tuition and applicable registration fees in seeking an undergraduate degree from an accredited university.
  3. An eligible employee will be entitled to receive a maximum of \$1,200 per fiscal year to be applied toward payment for participation in employee development programs.

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

Dated This 23<sup>rd</sup> Day of June, 2011.

  
\_\_\_\_\_  
Jerry Graham, President  
Assistant Supervisors of Street Maintenance  
and Construction Association

  
\_\_\_\_\_  
Joseph P. Martinico, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
Between the  
**CITY OF DETROIT**  
and the  
**ASSISTANT SUPERVISORS OF STREET MAINTENANCE  
AND CONSTRUCTION ASSOCIATION**

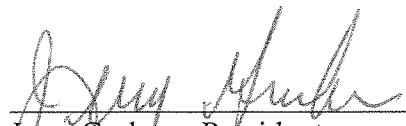
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**RE: Miscellaneous**

It is the City's goal to achieve a 10% reduction in scheduled work hours with all of our labor organizations. The parties understand, however, that certain bargaining units provide services to the public that on occasion must be delivered in an immediate or emergency manner or on a twenty-four (24) hour seven (7) day per week basis, and/or services that generate funds or revenue for the City, or are covered by Act 312. So, under these circumstances the 10% reduction in scheduled work hours may not occur.

Finally, the City and Assistant Supervisors of Street Maintenance and Construction mutually agree to resolve the 2008 – 2012 Master Agreement with the understanding that this Agreement had to be resolved expeditiously due to the current dire economic status of the City of Detroit. The City proposed and the Assistant Supervisors of Street Maintenance and Construction agreed to several economic concessions to reduce personnel and benefit costs in an effort to avoid massive layoffs of members of this bargaining unit. While it is understood that due to the tenuous economic condition of the City, the City cannot guarantee to this union that there will be no lay offs as a result of the concessions made in this agreement, the City does promise to give consideration to the economic concessions made by this bargaining unit should there be a need for a reduction in force as a result of lack of funds or lack of work, or other circumstance beyond the control of the City. The City further agrees that should the City reach a subsequent agreement on its 2008 – 2012 economic concession concepts with another non-Act 312 labor organization that is more economically advantageous to the employees such economic provision(s) for members of this bargaining unit will be implemented, except in cases where the City and one of its bargaining units tentatively agreed to (TA'd) and signed a provision of the collective bargaining agreement prior to May 05, 2009.

Dated This 23<sup>rd</sup> Day of June, 2011.

  
\_\_\_\_\_  
Jerry Graham, President  
Assistant Supervisors of Street Maintenance  
and Construction Association

  
\_\_\_\_\_  
Joseph P. Martinico, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**CITY OF DETROIT**  
**and the**  
**ASSISTANT SUPERVISORS OF STREET MAINTENANCE**  
**AND CONSTRUCTION ASSOCIATION**

---

**RE: PRECEDENCE OF ADA & MDPORA OBLIGATION TO DISABLED PERSONS**

WHEREAS THE CITY OF DETROIT and ASSISTANT SUPERVISORS OF STREET MAINTENANCE AND CONSTRUCTION ASSOCIATION are each subject to the provisions of the Americans with Disabilities Act of 1990 (ADA), Title I, on July 26, 1992; and

WHEREAS provisions of the Michigan Persons With Disabilities Civil Rights Act (MPDORA) 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 these acts impose new obligations upon the CITY OF DETROIT and the ASSISTANT SUPERVISORS OF STREET MAINTENANCE AND CONSTRUCTION ASSOCIATION with regard to employment-related interaction with such covered persons and the ADA specifically proscribes any precedence for labor contract provisions contrary to that Act; and

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

WHEREAS the congressional history surrounding the ADA's enactment and the subsequent EEOC-written Federal Regulations issued to assist in its implementation and enforcement, specifically recognize that many critical determinations to be made concerning compliance will be on a case-by-case basis; 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 MPDORA, and the ADA in particular, the parties hereby agreed that:

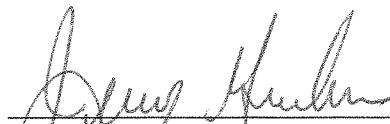
1. They were obliged to and have hereby abandoned or amended any provisions contained in prior agreements and past acceptable employment practices which would now be contrary to the provisions of the subject Acts.
2. The language in Contract Articles entitled: Purpose and Intent; Managements Rights and


Responsibilities, Leaves of Absence; Memorandum of Understanding Re: Affirmative Action; Safety Procedure; Seniority; Maintenance of Conditions; Non-Discrimination; Out-of-Class; Work Assignments; Workers' Compensation; and Grievance Procedure is subordinated to the contents of this Memorandum and references within those Articles, if any, which refer specifically to the ADA and the MPDCRA or to non-discrimination of qualified disabled persons generally, have been made to allow the City to fully effectuate the mandates of the said non-discrimination Acts.

In addition to those instances where specific references have been made to the precedence of the accommodation obligations of the Acts, it is also agreed that the general language contained in the balance of the Agreement shall not be construed to negate the otherwise clear intention to provide the accommodations called for as a consequence of the contents of this Memorandum and said specific references cited in the preceding subparagraph 2(a).

3. The various provisions of this Memorandum and those cited in paragraph 2(a) will be liberally construed in favor of empowering the City of Detroit to make employment decisions that carry out the goals of the Act.
4. In recognition of the case-by-case determinations that will have to be made in order to sometimes accurately know what the ADA requires be done in a given situation, the City, so long as it acted in good faith in its initial actions, shall be allowed to make, without liability or penalty, those after-the-fact adjustments to employment decisions which are later determined to have actually been required at the initial time of action so as to effectuate the requirements of the Act.

Dated This 23<sup>rd</sup> Day of June, 2011.

  
\_\_\_\_\_  
Jerry Graham, President  
Assistant Supervisors of Street Maintenance  
and Construction Association

  
\_\_\_\_\_  
Joseph P. Martinico, Director  
Labor Relations

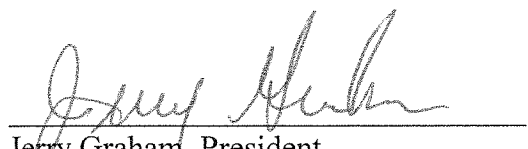
**MEMORANDUM OF UNDERSTANDING**  
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AND CONSTRUCTION ASSOCIATION**


---

**RE: AFFIRMATIVE ACTION**

- A. The City and the Association agree to cooperate in a policy of equal opportunity for all employees: to continue to prohibit discrimination because of race, color, religion, sex, sexual orientation, age, or national origin, and to promote a full realization of equal employment opportunity through a positive and continuing effort.
- B. The City agrees to periodically provide the Association with copies of statistical minority employment information reports and such reports concerning policies and programs for equal opportunity in employment regarding City employees.
- C. The City further agrees that a crucial part of an effective affirmative action program is development of an effective training and education program designed to provide existing minority employees maximum opportunity to advance so as to perform at their highest potential.
- D. Representatives of the Human Resources Department shall be available to meet with representatives of the Association to exchange information and discuss their affirmative action activities.

Dated This 23<sup>rd</sup> Day of June, 2011.

  
\_\_\_\_\_  
Jerry Graham, President  
Assistant Supervisors of Street Maintenance  
and Construction Association

  
\_\_\_\_\_  
Joseph P. Martinico, Director  
Labor Relations

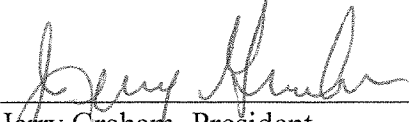
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AND CONSTRUCTION ASSOCIATION**


---

**RE: COOPERATION IN VALIDATION STUDIES**

- A. The City and the Association recognize the need for and the responsibility of the Human Resources Department in taking steps to insure that written tests and other selection devices and procedures used in selecting persons for positions in City service be validated, i.e., that such devices and procedures be shown to be predictive of, or significantly related to, important elements of work behavior of the position or positions for which applicants are being evaluated.
- B. The Human Resources Department agrees to inform the Association of all validation studies and projects directed toward development of validated tests in which the Association or Association members are asked to participate and, upon request, to meet the Association representatives to discuss any aspects of such studies or projects.
- C. The Association 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 Association members in such studies or projects.

Dated This 23rd Day of June, 2011.

  
\_\_\_\_\_  
Jerry Graham, President  
Assistant Supervisors of Street Maintenance  
and Construction Association

  
\_\_\_\_\_  
Joseph P. Martinico, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
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---

**RE: LABOR/MANAGEMENT COMMITTEE**

The parties acknowledge a need to establish a means for a continuing dialogue between management and Association 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.

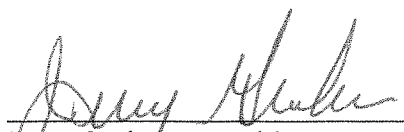
Composition of the Committee shall consist of three members of the Association, one of whom shall be the Association President and three (3) management representatives, one of whom shall be the Labor Relations Director or his/her designated representative. Appointment of the Association and management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


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

When appropriate, and mutually agreed between the parties, the Association 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 23rd Day of June, 2011.

  
\_\_\_\_\_  
Jerry Graham, President  
Assistant Supervisors of Street Maintenance  
and Construction Association

  
\_\_\_\_\_  
Joseph P. Martinico, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
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AND CONSTRUCTION ASSOCIATION**

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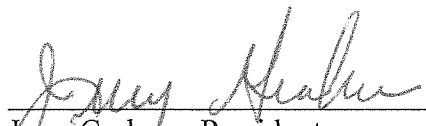
**RE: TEMPORARY PLACEMENT OF EMPLOYEES INTO OTHER DUTIES/DEPARTMENTS**

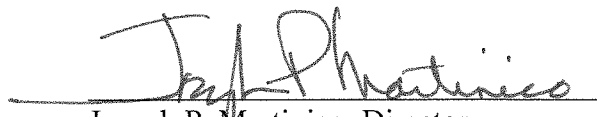
The parties agree that a procedure will be instituted to allow employees to be temporary placed into other duties and departments other than their permanent shift and assignment locations.

Such temporary placements shall be subject to the following conditions:

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

Dated This 23rd Day of June, 2011.

  
\_\_\_\_\_  
Jerry Graham, President  
Assistant Supervisors of Street Maintenance  
and Construction Association

  
\_\_\_\_\_  
Joseph P. Martinico, Director  
Labor Relations



**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**CITY OF DETROIT**  
**AND**  
**Assistant Supervisors of Street Maintenance and Construction**  
**Association**

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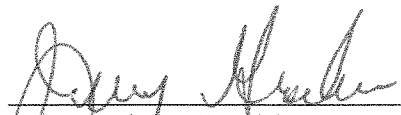
**RE: HR / Payroll Systems**

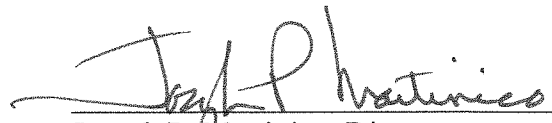
The parties agree that the effective date for the two-tier systems, referenced throughout the 2008-2012 agreement, shall be effective on the date of the City Council's approval; however, not implemented until the HR/Payroll/Benefit system can accommodate each specific change.

Furthermore, the parties will continue to work collaboratively toward resolving issues that may arise with the implementation of the 2008-2012 payroll/benefit negotiated changes.

The City agrees to meet with the Union in Special Conference to discuss such payroll issues which may result due to the negotiated changes as well as the two-tier systems prior to implementation.

Dated This 23<sup>rd</sup> Day of June, 2011.

  
\_\_\_\_\_  
Jerry Graham, President  
Assistant Supervisors of Street Maintenance  
and Construction Association

  
\_\_\_\_\_  
Joseph P. Martinico, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
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**Association**

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**RE: Employee Loan Program**

In fulfillment of their collective bargaining obligations under the Michigan Public Employees Relations Act ("PERA") MC423.215, the parties agree that a Participant Loan Program will be available to bargaining unit members. Its terms will be as follows:

- (a) **Established:** Any loans granted or renewed shall conform with the requirements of Section 72(p) of the Internal Revenue Code, 26 U.S.C.1 et seq. Such loan program shall be established in writing by the Board of Trustees, and must include, but need not be limited to the following:
  - 1. The identity of the administrator of the Participant Loan Program;
  - 2. A procedure to apply for loans, the amount of loan that will be approved or denied, and limitations, if any, on the types and amount of loans offered;
  - 3. The procedure under the program for determining a reasonable rate of interest; and
  - 4. The events constituting default and the steps that will be taken to preserve plan assets.
- (b) **The Loan Program:** The Loan Program shall be contained in a separate written document copies of which shall be made available in the offices of the City of Detroit General Retirement System for prospective participants in the program. The Board of Trustees is authorized to adopt rules and regulations, from time to time, to govern the administration and the operation of this program. Copies of the rules shall also be made available to prospective participating members of the system in the offices of the General Retirement System.
- (c) **Eligibility:** Subject to the rules and procedures established by the General Retirement System Board, loans will be made to bargaining unit members. Former participants, spouses of participants, and beneficiaries are not eligible to receive any loans from the Plan. Subject to rules and procedures established by the Board, a participant who has been in the plan for twelve (12) months or more is eligible to apply for a loan from this plan.
- (d) **Amount of Loan:** A participant who has satisfied applicable rules and procedures may borrow from his or her account an amount, which does not exceed fifty percent (50%) of the participant's vested accumulated balance, or ten thousand dollars (\$10,000.00) reduced by the excess, if any, of: 1) the highest outstanding balance of loans from the trust during the one (1) year period ending on the day before the date on which the loan is made, or 2) the outstanding balance of loans from the trust on the date on which the loan is made, whichever is less. The minimum loan amount shall be one thousand dollars (\$1,000.00).

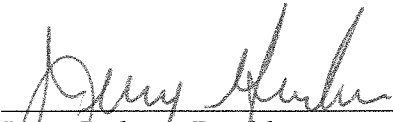
- (e) **Terms and Conditions:** In addition to such rules and procedures that are established by the Board, all loans shall comply with the following terms and conditions:
1. Loan applications shall be in writing;
  2. Loan shall be repaid by equal payroll deductions over a period not to exceed five (5) years, or, where the loan is for the purpose of buying a principal residence, a period not to exceed fifteen (15) years. In no case shall the amount of the payroll deduction be less than twenty dollars (\$20.00) for any two-week period;
  3. Each loan shall be made against the assignment of the participant's entire right, title, and interest in and to the trust supported by the participant's collateral promissory note for the amount of the loan, including interest payable to the order of the trustee;
  4. Each loan shall bear interest at a rate determined by the Board. The Board shall not discriminate among participants in its determination of interest rates on loans. Loans initiated at different times may bear different interest rates, where, in the opinion of the Board, the difference in rates is supported by a change in market interest rates or a change in the pension system's current assumed rate of return. The loan interest rate shall bear a reasonable relationship to market rates for secured loans of a similar duration and shall bear a reasonable relationship to the costs to the pension trust of administering the trust. The loan interest rate shall be calculated in a manner that will not negatively affect the City's costs to the trust or the return to trust members.
  5. Loan repayments shall be suspended under this plan as permitted by Section 414(u)(4) of the Internal Revenue Code, 26 U.S.C. 414(u)(4). A participant who has an outstanding loan balance from the plan who is absent from employment with the employer, and who has satisfied the requirements of 26 USC 414(u) of the Internal Revenue Code shall not be required to make loan repayments to the fund during said periods of absence.
- (f) **Renewal of Loan:** Any loans granted or renewed shall be made pursuant to the participant loan program and Section 72(p) of the Internal Revenue Code, 26 U.S.C.72(p) and the regulations thereunder.
- (g) **Loan Balance:** A participant's outstanding loan balance shall be considered a directed investment by the participant and interest payments, shall be credited to the participant's account balance, and shall not be part of net investment income or part of the participant's account balance for the purpose of allocation of net investment income under Section 47-2-18 of the City Code.
- (h) **Distribution:** No distributions shall be made to a participant, former participant, or beneficiary until all loan balances drawn on the applicable vested accumulated balance and applicable accrued interest have been liquidated.
- (i) **Annual Report:** The General Retirement System shall include, in their annual report to all members, an accounting of the loan program established by this section, which contains the number and amount of loans made, the costs of administering the program, the amount of


payments made including interest received by the trust, the amount of loans outstanding, including any defaults or delinquencies, and an evaluation as to whether the interest charged in the fiscal year covered the costs of administering the program.

Based on the request of the union, in recognition of what it views as the severest of economic hardships now being experienced by its bargaining unit members, the parties agree that eligibility for participation in said loan program will be in accordance with the provisions contained herein, and shall be effective immediately upon the signing of this Memorandum of Understanding and ratification by City Council. All necessary steps shall be taken to ensure that the implementation date of the Employee Loan Program for members of this bargaining unit shall occur as soon as administratively possible so that it coincides with the initial implementation date established by the General Retirement System.

The parties agree that this Memorandum of Understanding represents the sole and complete agreement regarding the Participant Loan Program for members of this bargaining unit, that this Agreement in full text shall be incorporated in the successor Labor Agreement and shall remain in full force for the duration of said successor agreement, and in recognition that the Participant Loan Program is a mandatory subject of bargaining, no modifications can be made unless collectively bargained and mutually agreed between the parties hereto.

Dated This 23<sup>rd</sup> Day of June, 2011.

  
\_\_\_\_\_  
Jerry Graham, President  
Assistant Supervisors of Street Maintenance  
and Construction Association

  
\_\_\_\_\_  
Joseph P. Martinico, Director  
Labor Relations

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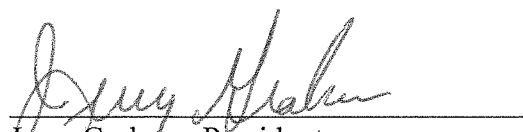
**RE: City Alternative Health Care Proposal**


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

1. **Life Insurance and Death Benefit:** Coverage begins on the first day of the first full pay period, and ends on the last day of the month that employment ends.
2. **Supplemental Life Insurance Coverage:** Employees may opt for additional coverage up to either their actual salary or double their actual salary, rounded up to the nearest thousand. This would replace the Option 1 and Option 2 schedules for additional life insurance found in the Death Benefit and Life Insurance article of the Master Agreement.
3. **Pre-Tax Medical Premiums:** The employee's share of medical premiums will be shown and paid on a pre-tax basis.
4. **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.

Dated This 23rd Day of June, 2011.

  
\_\_\_\_\_  
Jerry Graham, President  
Assistant Supervisors of Street Maintenance  
and Construction Association

  
\_\_\_\_\_  
Joseph P. Martinico, Director  
Labor Relations

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

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

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



**EXHIBIT I**  
**2008 - 2012 WAGE SCHEDULE**

<b>Class Code</b>	<b>CLASSIFICATION</b>	<b>EFFECTIVE</b> <b>7/1/2008 – 6/30/2012</b>	
		<b>Min</b>	<b>Max</b>
61-21-45	Assistant Supervisor of Street Maintenance and Construction	\$45,500	\$48,500

**EXHIBIT II**  
**2008 - 2012 HOLIDAY SCHEDULE**

<b>HOLIDAY</b>	<b>2008 - 2009</b>	<b>2009 - 2010</b>	<b>2010 - 2011</b>	<b>2011 - 2012</b>
Independence Day	Friday, July 4, 2008	Friday, July 3, 2009	Monday, July 5, 2010	Monday, July 4, 2011
Labor Day	Monday, September 1, 2008	Monday, September 7, 2009	Monday, September 6, 2010	Monday, September 5, 2011
Election Day*	Tuesday, November 4, 2008	Tuesday, November 3, 2009	Tuesday, November 2, 2010	Extra Swing Holiday
Veterans Day*	Tuesday, November 11, 2008	Wednesday, November 11, 2009	Thursday, November 11, 2010	Friday, November 11, 2011
Thanksgiving Day	Thursday, November 27, 2008	Thursday, November 26, 2009	Thursday, November 25, 2010	Thursday, November 24, 2011
Day After Thanksgiving*	Friday, November 28, 2008	Friday, November 27, 2009	Friday, November 26, 2010	Friday, November 25, 2011
Christmas Eve (eight hours)*	Wednesday, December 24, 2008	Thursday, December 24, 2009	Friday, December 24, 2010	Friday, December 23, 2011
Christmas Day	Thursday, December 25, 2008	Friday, December 25, 2009	Monday, December 27, 2010	Monday, December 26, 2011
New Year's Eve (eight hours)*	Wednesday, December 31, 2008	Thursday, December 31, 2009	Friday, December 31, 2010	Friday, December 30, 2011
New Year's Day	Thursday, January 1, 2009	Friday, January 1, 2010	Monday, January 3, 2010	Monday, January 2, 2012
Martin Luther King's Birthday	Monday, January 19, 2009	Monday, January 18, 2010	Monday, January 17, 2011	Monday, January 16, 2012
Good Friday (eight hours)*	Friday, April 10, 2009	Friday, April 2, 2010	Friday, April 22, 2011	Friday, April 6, 2012
Memorial Day	Monday, May 25, 2009	Monday, May 31, 2010	Monday, May 30, 2011	Monday, May 28, 2012

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

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