

5-21-2019

**INTERNAL  
OPERATIONS  
STANDING  
COMMITTEE**



CITY OF DETROIT  
HUMAN RESOURCES DEPARTMENT  
LABOR RELATIONS DIVISION

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May 17, 2019

**HONORABLE CITY COUNCIL:**

**Re: Implementation of the 2019 – 2023 Labor Agreement between the City of Detroit and the employees Represented by Service Employees International Union, Local 517M, (Non-Supervisory Unit)**

The Labor Relations Division is recommending your Honorable Body's official approval of the 2019 - 2023 Master Agreement between the City of Detroit and the Service Employees International Union, Local 517M, (Non-Supervisory Unit).

The Master Agreement covers wages, hours and other basic conditions of employment from January 1, 2019 through June 30, 2023. It has been signed by all parties concerned and meets with the approval of the Labor Relations Division.

We therefore respectfully request that your Honorable Body adopt the following resolution with a Waiver of Reconsideration.

Respectfully submitted,

Hakim W. Berry  
Chief Operating Officer



**By Council Member \_\_\_\_\_:**

**WHEREAS**, the City of Detroit and the Service Employees International Union, Local 517M, (Non-Supervisory Unit) have met the standards for recognition as exclusive agents for their members in the employ of the City of Detroit under Public Act 336 of 1947, as amended, and

**WHEREAS**, the Labor Relations Division, under the direction of the Mayor, is authorized and directed by the City Charter to act for the City of Detroit in negotiation and administration of collective bargaining agreements, and

**WHEREAS**, the Labor Relations Division and the Service Employees International Union, Local 517M, (Non-Supervisory Unit) have met and negotiated this labor agreement which cover wages, hours and other economic conditions of employment through June 30, 2023.

**NOW, THEREFORE, BE IT RESOLVED**, that the Master Agreement between the City of Detroit and the Service Employees International Union, Local 517M, (Non-Supervisory Unit), be and is hereby approved and confirmed in accordance with the foregoing communication.

# SEIU 517 M NON-SUPERVISORY UNIT

## SUMMARY OF CHANGES

### 2018-2023

#### Article 6. Dues and Fees Check Off

A.1. reference to dates when an employee may revoke dues **DELETED** to conform to the U.S. Supreme Court ruling in Janus v AFSCME

C. **DELETED** to conform to U. S. Supreme Court ruling Janus v AFSCME

#### Article 8. Grievance and Arbitration Procedure

B. **DELETED** language referencing Coalition of Unions which no longer exists

P. **NEW** Expedited Arbitration provides for a fast track system to discharge grievances.

#### Article 12. Seniority

B. **New** Classification Seniority allows seniority in classification and not overall City Seniority to be used for selection of shifts, work locate, vacation, transfer and promotion. City Seniority will still be used for Reduction in Force in conformity with the Civil Service Rules.

City to provide seniority list and union to certify.

C.4. Lay off period **changed** from four (4) years to three (3) years to conform with changes to the Civil Service Reduction in Force Rules.

I. **DELETED** language obsolete

#### Article 18. Employee Input

**DELETED** language referencing monthly meetings with the City's C.O.O, Purchasing Office and Labor Relations

**NEW** language commits to providing forum for employee input and allows union to request meeting to discuss efficiencies, cost savings and operation changes

#### Article 32. Work Week, Work Day, Shift Premium

B. 1. **NEW** Language clarifying that work week is forty (40) hours. **DELETED** reference to 35 hour work week

E. Language clarifying that employees are paid bi-weekly and the use of direct deposit and debit cards

F. **NEW** Flex Time language added

**Article 33. Overtime**

- C.1. **DELETED** language referencing daily overtime.
- 2. **NEW** language clarifying that vacation and holiday counted towards overtime.

**Article 34. Holidays and Excused Time Off**

- A. **DELETED** language referencing swing holidays.

**Article 36. Vacations**

**DELETED** Two-tiered Vacation Schedule; all employees earn vacation regardless of hire date.

**Article 37. Temporary Assignments**

**NEW** language added qualification for out of class assignments. **DELETED** prequalification language.

**Article 38. Jury duty**

Language deleted and added to clarify that Jury Duty counted towards overtime.

**Article 39. Hospitalization, Medical, Dental, Optical**

- A. Language deleted and added to clarify plan participation of F.T. employees.

Language added that City has sole discretion to change insurance carriers.

- B. 1. **DELETED**

2. **DELETED**

- C. Language clarifying where medical plans can be found.

Language deleting use of grievance procedure.

- D. Clarifying language as to what constitutes breach for City.

- E. **DELETED** reference to Coalition.

Language added City has sole discretion to add plans; city will meet with unions to discuss changes.

- F. **DELETED** reference to Coalition.

- G. **DELETED** reference to Coalition.

**Article 39A. Retiree Medical Benefits ----DELETED**

**Article 42. Wages and Increases**

A. Bargaining Unit to receive an eight (8) percent salary market adjustment.

Bargaining Unit members to transition to Step Code R.

Bargaining Unit members hired with no experience shall be hired at the minimum with increase each July 1 in accordance with Step code R.

B. **DELETED** Lump Sum payments.

C. **DELETED** Longevity.

D. **DELETED** Step Increases.

E. **DELETED** this language moved to Article 32.

**Article 43. Clothing and Uniform Allowance**

A. Language modified from every two (2) years to (1) yearly.

B. Language modified from every two (2) years to (1) yearly.

D. **NEW** employees to receive full complement of uniform at the end of probation period.

E. **NEW** newly hired to receive allowance after one (1) year.

**Article 47. Labor Management Restructuring Committee-- DELETED**

**Article 48. Modification and Duration**

Contract expires June 30, 2023.

Request to modify 90 days prior to the expiration of the contract.

**DELETED** reference to the Emergency Manager, Michigan State Treasurer and Bankruptcy court.

**Memorandum of Understanding**

- Re: Instructor -Public Works Equipment  
Outlines equipment and office space that must be provided
- Pesticide License.  
City of Detroit to pay 100 percent of the required license.

**Letter of Understanding**

- Retiree Health Benefits

# **MASTER AGREEMENT**

**BETWEEN THE**

**CITY OF DETROIT**

**AND THE**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 517-M  
(NON-SUPERVISORY UNIT)**

**2019 - 2023**

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## **Preamble**

This Agreement is entered into between the City of Detroit (the "City") and the Service Employees International Union Local 517-M (Non-Supervisory Unit) (the "Union"). Any provisions in the City Employment Terms between the City of Detroit and the Union, collective bargaining agreements, memoranda of understanding, practices, and/or supplemental agreements that are not expressly referenced in this Agreement or any addenda thereto and that are inconsistent with this Agreement or any addenda thereto are null and void as of the effective date of this Agreement.

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

### **1. Purpose and Intent**

- A. The purpose of this Agreement is to set forth wages, hours, terms and conditions of employment for the duration of this Agreement and to promote orderly and peaceful employment relations in the interest of serving the citizens of the City of Detroit.
- B. To effectuate this purpose, this Agreement serves to establish employment relations and workplace processes and functions that serve the interest of the community, achieve the goals of customer service, excellence for citizens, businesses and visitors of Detroit, achieve financial stability for the government of the City of Detroit, provide effective community policing, safe and stimulating programs for young people, improve the environment in neighborhoods to instill civic pride and encourage new development, and to promote job security of City employees. To these ends, the City and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.
- C. The City is legally and morally obligated to provide equality of opportunity, consideration and treatment to all employees in an objective manner. Accordingly, it will establish reasonable policies, practices and rules, and exercise its discretion within this Agreement in that vein. The City will act without regard to race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status, or disability or any other protected category in accordance with applicable State and Federal laws. The City will continue to comply with all laws, rules and regulations which apply to it and its agents.
- D. Nothing in this Agreement will be interpreted to limit an individual employee's right to file a claim with a Federal or State agency or court. However, in the event that an employee files such a claim, the employee will not be entitled to seek duplicative monetary remedies through the grievance arbitration procedure of this Agreement. The grievance and arbitration procedure will be exclusive, final and binding with respect to any type of claim alleging a violation of this Agreement.

## **2. Union Recognition**

- A. Consistent with applicable law, the City recognizes the Union as the exclusive bargaining representative for all employees within the classifications listed in Appendix A.
- B. The classifications covered by this Agreement are subject to changes in title, duties, responsibilities and qualifications, consistent with the law and terms of this Agreement. Such changes to a classification will not result in a change in current bargaining unit status or representation, except when two or more classifications are combined or consolidated, in which case the parties and any other applicable union will negotiate with respect to bargaining unit status or representation. If agreement is not reached, this dispute will be submitted to the Michigan Employment Relations Commission for resolution. The positions may also be added to or eliminated, consistent with the law and terms of this Agreement, with new positions performing similar work being placed within the same bargaining unit. The City may not re-classify or re-title positions for the purpose of discriminating against the Union, or for the purpose of removing bargaining unit work from being covered by this Agreement.
- C. Non-bargaining unit members (e.g., provisional employees, temporary employees and private individuals or entities) will not be used to perform bargaining unit work for the purpose of discriminating against the Union, or for the purpose of removing bargaining unit work from coverage under this Agreement. Provisional employees and temporary employees will not replace or supplement bargaining unit employees in classifications in the recognized bargaining unit, unless it is impossible to hire Civil Service status employees either from within or from outside the City service, or in an emergency.
- D. When an operational function performed by a bargaining unit member remains unchanged, but changes location, representation rights will not be affected by the location change. Employees will have the right to remain members in the applicable bargaining unit.
- E. No provision in this Article 2 is intended to, and should not be interpreted to, limit the rights of a party to this Agreement under Article 16 (Privatization).

## **3. Management Rights and Responsibilities**

- A. The City has the right and obligation to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority in accordance with applicable law.
- B. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

- C. The City will have the right and obligation to determine and establish the policies, goals and scope of its operations. Consistent with its operational needs, the City may reasonably determine and implement: work schedules/shifts, vacation schedules, flex time, the goals and methods and processes by which such work is performed, the qualifications of employees assigned to do the work, and the below-listed rights and obligations provided they do not conflict with the terms of this Agreement. Except as specifically limited by the terms of this Agreement or applicable law, these rights and obligations include, but are not limited to:
1. Implement changes in the structure of department operations, including establishment or consolidation of service areas and work locations within the department;
  2. Cease or outsource functions or operations, consistent with this Agreement;
  3. Initiate new functions or operations;
  4. Provide appropriate training, education, performance evaluation and job assignments for employees;
  5. Establish reasonable qualifications and methods for hire, transfer, assignment and promotion in employment;
  6. Revise, create, combine, and/or eliminate classifications, duties and/or positions, subject to the terms of this Agreement. The City will notify the Union President and participate in a meeting to discuss implementation of any revised, new or eliminated classification, duty or position, at least ten (10) working days prior to implementation. The Union President may provide input during the meeting with respect to any proposed changes;
  7. Initiate promotions and disciplinary actions;
  8. Determine personnel hiring and reductions;
  9. Discipline and discharge employees for just cause;
  10. Recruit, assign, transfer employees to positions within the employee's department;
  11. Establish reasonable rules and policies, consistent with the operational needs of the City; adopt and enforce work rules and policies applicable to this unit and/or all employees, including but not limited to the Universal Work Rules attached hereto as Appendix B;
  12. Determine the requirements related to an employee's job functions including, but not limited to, equipment, tools, clothing and uniforms;

13. Enforce state and local licensing and other requirements; the City will pay for a bargaining unit employees' attainment or renewal of required licenses, bonding, training, registration or certification to the extent such payments are incorporated in the applicable department's budget as of the effective date of this Agreement; nothing in this Agreement obligates the City to include such payments in a department's budget;
14. Lay off employees for lack of work or lack of funds;
15. Determine methods, means and employees necessary for departmental operations; and
16. Control the departmental budget.

#### **4. City and Union Rights and Obligations**

- A. Any member will have access to a Union Representative from his/her bargaining unit. When such a request is made to a supervisor, permission for services from or discussion with a designated bargaining unit representative will be granted without undue delay with regard to reasonable consideration of whether the request adversely impacts operations. Permission will not be unreasonably withheld. This right will not be abused. When a Union representative goes into a City operation for the purpose of conducting Union business, the City must be notified of his/her presence and the nature of their business, prior to arrival or as soon as reasonably possible. If the employee's requested representative is unavailable, the Union will promptly substitute another Union representative in the applicable unit, if on duty and available.

The City will provide to the Union stewards phone numbers for City agents who should be contacted when the need for a visit arises. If the Union representative is unable to reach the applicable City agents at such numbers, the representative may contact the immediate supervisor within the area of concern. Both the Union and City will act reasonably in arranging for Union representatives to have access to the work site for the purpose of conducting Union business with due regard to for departmental operations.

The Union and City will have the right and obligation to assist and cooperate with each other in effectuating the provisions of this Agreement.

- B. The Union and City will have the right to grieve the interpretation and application of the terms herein and to exercise such other rights as are set forth in this Agreement.
- C. Activities involving internal management of the Union may be conducted during non-working hours. These activities will not interfere with normal operations of any department or work area of the City.

- D. Requests for meetings by Union officials other than Special Conferences will be scheduled at a mutually agreeable time, and both sides will act reasonably in the scheduling of such.
- E. The City will timely provide to the Union, upon request, information, data, and/or records that are relevant to the Union's obligations as exclusive bargaining representative. The requests and responses will be reasonable and carried out in good faith. The duty to provide information pursuant to this Article 4 is limited to information, data and/or records that are in the City's possession, custody or control.

## **5. Union Orientation**

- A. Within thirty (30) days of a new employee being hired by the City into a bargaining unit position covered by this Agreement, the City will continue its practice of providing the applicable Union with the name, address, classification and hire date of the new employee. The City will also provide the applicable Union with the name, address, classification and rehire date of any employee returning from layoff or otherwise separated from payroll or from a leave of longer than six (6) months.
- B. The City conducts periodic orientation for new hires. The City will allow a designated Union official to meet with new bargaining unit employees for up to a half hour during new hire orientation at a time and location mutually agreed to between Labor Relations and the Union. Management officials will not be present during this meeting.
- C. The City and the Union will agree on a schedule for the Union to address all bargaining unit employees during the employees' work day for up to twenty (20) minutes once per calendar year, taking into account, including, but not limited to, departmental operations, available space and the like.

## **6. Dues and Fees Check-Off**

- A. Dues Deductions
  - 1. The City agrees to deduct Union dues and initiation fees from the wages of any employee who executed a written authorization for payroll deduction of such dues and initiation fees. An employee's written authorization for Union dues deduction and/or initiation fees will remain in full force and effect during the term of this Agreement unless revoked by written notice, executed by the employee, received by the City Finance Department and the Union. At the expiration of this Agreement, the dues and fees obligation continues yearly, unless revoked as outlined above. However, an employee may revoke in writing such authorization for Union dues payroll deduction at any time. The City will provide the Union with a legend accompanying dues payments -- or a similar document, either in hard copy or electronic

form -- that identifies the Union's dues paying members as well as the amount of dues and/or fees paid by each member for that payroll cycle.

2. Dues and/or initiation fees will be authorized, levied and certified in accordance with the Union's Constitution and By-Laws. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the applicable designated Union official, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues. The City agrees to comply with such dues deduction authorization form which were executed by City employees.
3. Where administratively feasible, (a) dues deduction authorizations of employees who are transferred or who work out-of-class, in a position represented by the Union, on a temporary basis will not be canceled as a result of such transfer or out-of-class work, and (b) if an employee returns from a leave of absence, layoff, or temporary promotion, or transfer out of the bargaining unit, the authorization will resume and will not require any further action on the part of the employee or the Union.

B. Other Deductions.

1. The City agrees to deduct from the wages of any employee who is a member of the Union a Political Action Committee ("PAC") deduction as provided for in a written authorization executed by the employee in accordance with the standard form used by the City or previously executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to both the Finance Department and to the Union.
2. Where administratively feasible, (a) PAC deduction authorizations of employees who are transferred or who work out-of-class on a temporary basis will not be canceled as a result of such transfer or out-of-class work, and (b) if an employee returns from a leave of absence, layoff, or temporary promotion, the authorization will continue in effect and will not require any further action on the part of the employee or the Union.

C. Administrative Costs

The City agrees to refrain from reinstating the recurring administrative fee previously charged to the Union. The parties acknowledge that the cost of establishing and administering payroll deductions has been considered by the parties in their negotiation of the overall terms of this Agreement.

## **7. Union Representation**

- A. It is mutually recognized that the principle of proportionate representation is a sound and sensible basis for determining the number of Union representatives.

- B. In each department, district, building, work location, unit, area, site, division or floor ("Work Unit"), bargaining unit employees on each shift will be represented by one Union representative who will be a regular employee working in that work unit on that shift. Work Units will be defined by the Employer. Where such work unit is permanently or temporarily discontinued in its current form, Union representation will be adjusted consistent with this Article 7 – Union Representation. In the absence of the Union representative, an alternate Union representative will represent the employees in that work unit. The Union will promptly notify Labor Relations of the names and locations of representatives selected. At the request of the Union, Labor Relations may agree to exceptions to this provision.

In the absence of a Union representative and his alternate, the Union will notify the department of a designated representative and will promptly confirm such designation in writing.

- C. The number of Union representatives and districts will be that number negotiated between the Union and the City's representatives for each department.
- D. The Union will reimburse the Employer for all full-time and part-time paid Union officials, including any additional compensation arrangements (including un-worked overtime) paid to employees holding Union positions. If the Union fails to reimburse the City within 45 days of the end of a calendar month the City will have no further obligation to pay such officials for Union time thereafter until all reimbursement obligations and arrears are satisfied. Union representatives may elect to use vacation or compensatory time for attendance at Union meetings, conferences, conventions and other time on Union activities not included in activities in paragraph E below, or take unpaid time off.
- E. Working Stewards, Chief Stewards and Union officials will request time off for Weingarten representation duties, grievance processing and investigation (up to and including arbitration), and negotiating collective bargaining agreements from their supervisor and the supervisor will reasonably grant or deny such requests in writing. This time will be part of the Union official's paid work day.

## **8. Grievance and Arbitration Procedures**

- A. Should any dispute arise between the City and the Union concerning the application or interpretation of this Agreement, an earnest effort will be made to settle such dispute promptly in accordance with the below Grievance Procedure.
- B. Any grievance under this Agreement which is not filed within fifteen (15) working days (excluding Saturdays, Sundays and holidays) after the grievant knew or should have known of the grievance arising will not be considered a timely grievance.



- C. The parties agree that exchanging pertinent information regarding a grievance is beneficial to both parties in attempting to resolve a grievance. The Union will be advised of the factors considered in the imposition of discipline and will have the right to request copies of all information or statements pertaining thereto, and all information which the City proposes to present in defense of the grievance. Management will be advised of the basis of the grievance and have the right to request copies of all information or statements pertaining thereto and which the Union proposes to present in support of the grievance. It is agreed that any information requested in accordance with the above provisions which is not made available to the other party will not be admissible as evidence in any arbitration hearing.
- D. Any agreement reached between the City and the Union under the Grievance Procedure will be binding upon the City, the Union and the employees concerned and cannot be changed by any individual.
- E. All claims for back wages will be limited to the amount of wages that the employee would have earned, less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, City-Funded Long-Term Disability Insurance, or Sickness and Accident Insurance. Where appropriate, the City will reimburse those agencies and insurance funds so as to not affect the employee's equity therein.
- F. The City will not be required to pay back wages covering a period more than fifteen (15) working days prior to the date a written grievance is filed.
- G. In the case of a pay shortage in which the employee would not have been aware before receiving his pay, any adjustment made will be retroactive to the beginning of the pay period covered by such pay, if a grievance is filed within the fifteen (15) working days within receipt of such paycheck.
- H. The grievance procedure contained in this Agreement will be the exclusive grievance procedure and remedy for all members of the bargaining unit claiming a violation of this Agreement. Resolutions under the grievance procedure are final and binding.
- I. The release of a Union representative for the grievance process below will be without loss of time or pay.

J. Grievance Steps

Step 1. Employee, Supervisor and Steward

Any employee having a complaint may report the same to his/her Supervisor. The employee may request a Steward or other Union representative, and the three will attempt to resolve the matter. Where the matter involves imposition of disciplinary suspension or above, any grievances will be filed at Step 2.

Step 2. Department Head Level

Grievances involving acts/omissions at the supervisory level, including without limitation employee suspensions and discharges, may be filed at this step

initially. For other grievances, if a satisfactory adjustment is not obtained under Step 1, the grievance will be reduced to writing on a standard grievance form setting forth all facts believed to be relevant to the dispute, and the grievance will be signed by the applicable Union President or Steward. When the grievance involves allegations concerning an individual employee, the Union will ask the employee to sign the grievance. An employee's failure to sign a grievance will not affect the progression of the grievance. The written grievance must then be submitted to the Department Head. A meeting will be held at a mutually convenient date and time to discuss the grievance. Up to two (2) Union Representatives, other than the Grievant, may attend the Step 2 meeting. Any resolution reached at this meeting will be reduced to writing. The Department Head will furnish the Union with his/her written decision within twenty (20) working days of the Step 2 meeting, excluding Saturdays, Sundays and holidays.

Step 3.            Labor Relations Division Level

Grievances involving acts/omissions at the department head level may be filed at this step initially. For grievances from Step 2, if a satisfactory adjustment is not obtained under Step 2, or timely decision is not made, the Union may request a Step 3 meeting with the Labor Relations Director. Such appeal and request for a Step 3 meeting must be submitted in writing to the Labor Relations Director within ten (10) working days from the receipt of the Department Head's Step 2 answer, if the Department Head's Step 2 decision was timely. Not more than two (2) Union Representatives may attend the Step 3 meeting, and the Labor Relations Director may designate members of his staff to represent the City. Any resolution reached at this meeting will be reduced to writing. The Labor Relations Director or his/her designee will furnish the Union with his/her decision within thirty (30) working days of the Step 3 meeting.

Step 4.            Arbitration

- a.     If a grievance is not settled after it has gone through Step 3 of the Grievance Procedure, the Union must file a written notice of appeal and intent to submit the dispute to arbitration with the Labor Relations Director. The Notice of Intent to Arbitrate must be filed within fourteen (14) calendar days (excluding Saturdays, Sundays and holidays) from receipt of the Labor Relation Director's Step 3 answer.
- b.     Arbitrations will generally be heard by a member of a permanent umpire panel consisting of individuals mutually agreed-to by the City and the Union. Arbitrators will hear cases on a rotating basis. In non-disciplinary contract interpretation cases, however, the parties may agree to have the dispute arbitrated pursuant to the Labor Arbitration Rules of the American Arbitration Association. The Arbitration's fees and expenses will be borne equally by the parties, and all other expenses will be borne by the party incurring them. The Grievant, one (1) witness, and one (1) Union Representative will not lose pay for time off the job while attending the arbitration proceeding. Other employees may use banked time to attend

- the hearing for the purpose of offering testimony, or to prepare for the hearing.
  - c. The decision of the Arbitrator will be final and binding on the Union and its members, the employees involved and the City and its agents and employees. The Arbitrator will have no power to add to, subtract from, or modify any of the terms of this Agreement. The authority of the Arbitrator is limited to the interpretation and application of the provisions of this Agreement. The Arbitrator will have no authority to apply the provisions of an expired collective bargaining agreement between the Union and the City, unless the grievance at issue was submitted or arose during the term of that agreement, or grant any right or relief for any alleged grievance under the terms of an expired collective bargaining agreement between the Union and the City, unless the grievance at issue was submitted or arose during the term of that agreement.
- K. The arbitrator will limit his/her decision strictly to the interpretation, application or enforcement of this Agreement and he/she will be without power and authority to make any decision:
  1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.
  2. Concerning grievances filed with the Civil Service Commission for final resolution pursuant to provisions of the City Charter or to the Mayor pursuant to applicable State Law.
  3. Granting any wage increases or decreases.
  4. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
- L. No settlement at any Step of the grievance procedure will be used as a precedent for the resolution of future grievances or in any arbitration and will not be admissible in evidence in any future arbitration proceeding, unless the parties otherwise stipulate in writing.
- M. A grievance will be deemed untimely, settled and withdrawn unless advanced timely (exclusive of Saturdays, Sundays and holidays) through the grievance procedure, unless the parties have agreed in writing that the time limits would be waived or extended. If the City fails to provide a timely answer at Step 2 or Step 3 of the grievance procedure, the grievance will advance to the next step after the Union notifies Labor Relations of the City's failure to provide a timely response, unless the Union withdraws the grievance in writing.
- N. Any extensions of time limits provided for in this Article 8 – Grievance and Arbitration Procedures must be agreed to by Labor Relations in writing.

- O. **Expedited Arbitration:** An **expedited arbitration** system shall be used for all appeals to arbitration that involve discharge/termination of a City of Detroit employee. The next arbitrator on the panel shall be contacted within five (5) calendar days of the appeal.

The selected Arbitrator shall be requested to hear the case within forty-five (45) calendar days of being assigned the case. The forty-five (45) day calendar limit may be waived by mutual written agreement of the parties. If the selected Arbitrator provides notice that the forty-five (45) calendar day time limit cannot be met, the next arbitrator in rotation on the panel will be selected to meet the expedited time frame.

Briefs, if any, shall be filed by the parties simultaneously with the Arbitrator within fourteen (14) calendar days from the last day of the arbitration hearing. There shall be no extension for the filing of briefs.

The Arbitrator shall render a written decision within fourteen (14) calendar days from the closing of the record. By mutual agreement, the Arbitrator shall issue a bench decision.

The cost of the arbitration shall be shared equally by the parties in accordance with the Grievance Procedure.

Court Reporting and transcript costs, if any, shall be paid by the party requesting the services unless the parties agree to share the cost. In any event, each party shall pay the cost for their copy of the transcript.

## **9. Discipline Procedure**

- A. The City retains the right to promulgate, amend and modify disciplinary rules, procedures and penalties, giving the Union at least fourteen (14) days advanced notice, or if not practicable, as much advance notice as possible taking into account the operational needs of the City.
- B. All disciplinary action taken against an employee will be for just cause and subscribe to the general philosophy that the primary purpose of disciplinary action is to correct employee behavior or conduct. The City will utilize a progressive discipline process; however, the City reserves the right to reasonably invoke more severe discipline, up to and including, termination. The issuance of disciplinary action will take place in a timely manner with due regard for the Employer's right to conduct workplace investigations of employee misconduct. Any dispute regarding the timeliness of the discipline will be resolved through the grievance procedure.
- C. **NOTIFICATION REQUIREMENTS:** Notification will be given to the appropriate Union representative of any disciplinary action taken against any member which may result in any official entries being added to the employee's

personnel file. Both employee and the Union representative will be given a copy of such official entry. In all cases when a supervisor contemplates issuance of disciplinary action, the supervisor will inform the employee and allow the employee the opportunity to have Union representation. If the employee's requested representative is unavailable, the Union will promptly substitute other Union representatives in the represented unit, if on duty and available. If the employee declines Union representation, he/she will indicate so in writing and a copy will be given to the Union.

When the department has decided to issue discipline, the employee will be allowed adequate time and an available area to discuss the discipline with his/her steward, or in the absence of a steward an appropriate Union representative. In the case of a suspension or discharge, where Union representation is available, this discussion will take place prior to the employee leaving City property. Upon request the management representative who is present and issuing the action will discuss the disciplinary action with the employee and his/her steward. Exceptions to this procedure would be in situations where the suspended or discharged employee is absent without leave, or the parties agree that such discussion would not be beneficial at this time.

In the case of an oral reprimand, a notation by date and subject only will be placed in the employee's personnel file.

- D. All disciplinary actions will be subject to the grievance procedure. It will be the responsibility of the grievant to keep the Union and City informed of his/her mailing address and telephone number(s) at which he/she may be reached for purposes of notification. Certified mail to the address of record will constitute proper notification to the grievant.
- E. During investigation, an employee will have the right to request to have his/her steward present if the employee reasonably believes that his/her statements may lead to disciplinary action. Before an employee is required to make any statements pertaining to his/her possible misconduct, the employee will have the opportunity to discuss the matter first with his/her steward.
- F. **PERSONNEL RECORDS:** All employees covered by this Agreement will have the right to review his/her personnel records pursuant to applicable law.
- G. **USE OF PAST RECORD:** In imposing any discipline on a current charge or in evaluating an employee for promotion or transfer, management will not take into account any prior infractions or disciplinary action taken which occurred more than sixteen (16) months previously.
- H. **GUIDELINES FOR ADMINISTRATION OF A CORRECTIVE DISCIPLINE PROGRAM:**
  - 1. Disciplinary action should be appropriate and take into account both the offense and the employee.

- Factors which should be considered in imposing discipline in each case are:
  - a. The seriousness and circumstances of the particular offense.
  - b. The employment history of the employee involved including length of service.
  - c. The recency and nature of prior disciplinary action taken with respect to the employee.
  - d. Prior departmental action in comparable situations.
- 2. Any published departmental standards or rules governing employee conduct or expected work performance should be fairly and consistently applied.

## **10. Special Conference**

Special Conferences for important matters including problems of health and safety and periodic discussions of substantial issues which are of concern to Union members may be arranged for a mutually agreeable date and time between the Union President and the Department Head or his/her designated representative upon the request of either party. Either party may request the presence of a representative from Labor Relations. Such meeting will be between representatives of the department, and no more than three (3) and at least two (2) representatives of the Union.

## **11. Health and Safety**

- A. The City recognizes its responsibility to provide safe and healthful working conditions, and the Union recognizes it's their obligation to cooperate in the maintenance and improvement of those conditions.
- B. All existing safety practices and provisions in expired agreements will remain in effect until such time as the City may amend them pursuant to the terms of this Agreement, consistent with the operational needs of the City and any applicable safety standards.
- C. All protective equipment and devices, first aid kits or similar provisions, physical examination or other tests required by the Employer will be provided at no cost to the employee.
- D. The City will act in compliance with Federal, State and Local legislation relating to use or storage of hazardous materials and incidence of contagious disease in the work place. Union representatives will be informed of any testing of employees or precautionary steps taken because of exposure to hazardous materials or a contagious disease which has occurred within the worksite where members of his/her Union are employed.

## 12. Seniority

- A. **SENIORITY** is hereby defined as the length of continuous service beginning on the date of legal certification to a position in the classified service of the City of Detroit. Seniority, as defined above, is established to serve as a basis for determining employee seniority rights provided for in this Agreement including the order of demotion or lay off in the event of a reduction in force and the reemployment rights of employees.

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

The seniority date of employees in the bargaining unit who were initially hired into Federal Economic Opportunity Act (FEOA) Service classes will be made retroactive to the date of placement to a position in such FEOA Service class.

- B. **CLASSIFICATION SENIORITY** is hereby defined as the length of time an employee is assigned and continuously employed in the same classification after the effective date of legal certification or promotion to the classification. Classification seniority shall be the measure used for determining rights to shift, work location, vacation selection, voluntary transfers and promotion in series. However, City Seniority shall be used for reduction in force purposes.

The City will provide the classification seniority dates for its members. Upon receiving this information, the Union agrees to review and certify the list by signature of its business representative and the Union President. The signed list shall be the official list to determine classification seniority. The list will remain in effect for the duration of this agreement.

Where two or more people have the same classification seniority date, the Union agrees that it will use the Resolving Ties in Seniority as set forth in this article.

- C. **CONTINUOUS SERVICE** will mean employment by the City of Detroit without interruption or breaks. The following will not be considered breaks in service.

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

1. Service in the Armed Forces of the United States up to four (4) years, or five (5) years if requested by the Government as provided under Federal law.
2. Absence from work due to injuries compensated for under the Workers' Compensation Act of the State of Michigan.
3. Appointment or election to an exempt non-classified position of the City of Detroit.

4. Lay off as a result of a reduction in force for a period not exceeding three (3) years.
5. Leave of absence to serve in a qualifying employee labor organization for the term of said employment.
6. Leaves of absence for Peace Corps service up to two (2) years.
7. Other approved leaves of absence for a period not exceeding one (1) year.

Employees may be granted a personal leave by the City for up to one (1) year. Seniority accrued prior to the leave will be retained but employees will not accumulate additional seniority for the period of the leave, except that this provision will not apply to leaves related to military or Peace Corps.

**D. LOSS OF SENIORITY:** An employee will lose his/her seniority for the following reasons only:

1. Discharge or permanent removal from the payroll and the separation is not reversed through the grievance procedure.
2. Retirement.
3. Resignation or voluntary quit, which will include:
  - (a) Failure to report within five (5) working days after receiving notice of recall from lay off.
  - (b) Failure to report back to work within five (5) working days after expiration of an approved leave of absence or extension thereof
  - (c) Absence from work for three (3) consecutive working days without notice to the Employer unless he/she can demonstrate that he/she was physically or mentally incapable of notifying the department of his/her inability to come to work.
4. For Seasonal Employees, failure to report for work in any given season within five (5) days of the date of notice to report for work for that season.

**E. ADJUSTMENT FOR SEASONAL, TEMPORARY OR PART-TIME EMPLOYMENT:**

If an employee in a special service classification employed on a seasonal, temporary or part-time basis is subsequently placed in a regular full-time classified position the following adjustments to seniority will be made:

1. In the case of the seasonal or temporary employee, for each twelve (12) month period of employment in which the employee worked six (6) months



- or less, six (6) months will be deducted from the length of continuous employment.
2. In the case of the part-time employee, for each period of employment in which the employee worked on a half-time or less basis, the employee will be awarded one-half seniority credit and the length of continuous employment adjusted accordingly.

Any adjustment of seniority under this section will be made from the employee's certification date as a seasonal, temporary or part-time employee.

**F. RESOLVING TIES IN SENIORITY:**

1. Where two or more persons have the same seniority date, the employee with the highest standing (examination rating) on the eligible register from which the employees were certified will be deemed as having the greater seniority. In the event of identical examination ratings, the employee with the earliest examination date will be deemed as having the greater seniority. In the further event of identical examination dates, the employee who first submitted his/her employment application (as measured by the examination number) will be deemed as having the greater seniority.
2. In the case of inducted employees with the same seniority date, employees will be ranked in accordance with their length of continuous service in the department, agency or activity in which they were employed when inducted into the classified service. Insofar as possible to determine, such continuous service will include any adjustments in accordance with procedures outlined in this Article.
3. Notwithstanding the above, in all cases of identical seniority dates, persons entitled to preference under the Michigan Veteran's Preference Act will be deemed as having greater seniority than those employees without such preference.

**G. PROBATIONARY EMPLOYEES:**

New employees hired by the City and others initially placed into the bargaining unit will be considered as probationary employees for the first six (6) months of their employment depending on the classification except as provided below. The City may extend in its sole discretion this probationary period for up to an additional six (6) months. This decision may not be grieved. The reasons for the extension will be given in writing to the employee, and a copy given to the Union upon request.

The Union will represent probationary employees for the purposes set forth in this Agreement except separation from City service or reversion to the formerly held title for reasons other than Union activities. For probationary employees with prior City service, the Union will represent such employees when a department issues a

suspension or discharge for cause instead of taking action to revert the employee to his/her prior status.

- H. **SENIORITY LISTS:** The City will furnish to the Union quarterly, a seniority list and a separation list showing each employee's name, address, department, classification, and total City seniority date. Upon request, the City will annually furnish the Union its relevant city wide seniority list by classification. These computer generated lists will be based on official Human Resources Department documents which have been approved and processed as of the date submitted. Any questions concerning this information or alleged errors should be submitted to the Administrative Services Division of the Human Resources Department. When the City has the capability, such lists will be provided to the Union on compact disks (CDs).

### **13. Seniority of Union Representatives**

- A. Except as follows and as provided in Article 33 - Overtime, there will be no exceptions or special seniority provisions for Union officers. Notwithstanding their position on the seniority list, all Union Representatives who provide "Weingarten" representation to employees in the bargaining unit, or who are responsible for the adjustment of grievances, will in the event of a layoff or reduction in force, be retained in employment so long as there are:
1. Full-time positions remaining in their current classification in their respective Department;
  2. Full-time positions remaining in their current classification in any other Departments within the bargaining unit; and
  3. Full-time positions remaining in any classification other than their current one in which the employee has had prior year service or occupational series and be able to perform the duties and functions of the new job as determined by the Employer.
- B. The provisions of this Article will apply only so long as Union Representatives engage in the representation and grievance adjustment functions set forth above.
- C. Should a Union Representative lose his/her Weingarten representation or grievance adjustment functions, they will be subject to displacement by employees with greater seniority who have been laid off or demoted as a result of reductions in force made prior to the former representative's loss of representation or grievance adjustment functions.

### **14. Reductions in Force, Lay Off, Demotion, and Recall**

- A. **NOTICE TO THE UNION:** Where practical, the City will provide notice to the Union at least fourteen (14) days prior to the issuance of any layoffs.

B. **ORDER OF REMOVAL:** Reduction in force will be by job classification in a City department. Within the department, the following categories of employees in the class will be removed first in the following order.

1. Provisionally-hired employees.
2. Newly-hired employees who have not completed the probationary period.
3. Employees hired on a seasonal, temporary or other limited term basis.
4. Seniority employees who have recently been promoted into the class and have not completed the required trial period, and employees promoted to the class on a limited-term basis. Such employees will revert to the classification in the department from which they were promoted.
5. Seniority employees who are in the class on a permanent basis and have completed the required trial period. Such employees will be removed from the class in accordance with their total City seniority and have those displacement rights described below.

C. **UNIT-WIDE DISPLACEMENT:** Permanent seniority employees who are being removed from a given class will have the following optional displacement rights in their bargaining unit:

1. To displace the least seniority employee in a lower class in the same occupational series; provided the employee can perform the duties of the new position as determined by the applicable department.
2. To displace the least seniority employee in some other classification which the senior employee previously held; provided the employee can perform the duties of the new position as determined by the applicable department.

In addition, employees who are unable to displace lesser seniority employees in their bargaining unit may be transferred or demoted to other available vacant positions in the bargaining unit for which they are adjudged to be qualified.

Those employees who are unable to displace lesser seniority employees or are not status-changed to other available vacancies in the bargaining unit will be laid off by issuance of a layoff notice from their department.

Employees who have an opportunity to displace a lesser seniority employee in the next lower class in their occupational series, will have those recall, reemployment and restoration rights set forth in Section D.

D. **EMPLOYEE RECALL, REEMPLOYMENT AND RESTORATION RIGHTS:** Employees will be recalled by seniority for available positions either: (a) in their current classification, or (b) in the classification in the same occupational

series; provided they have prior service in such classification within the last three (3) years and can perform the duties in the position they are recalled into. The City's right to fill vacancies through transfer, promotion, or new hire will be done in accordance with the Management Rights or the Transfer and Promotion provisions of this Agreement.

- E. **MULTIPLE TITLES:** In determining an employee's rights under this Article, an employee can have permanent seniority in only one (1) class at a time. An employee who carries a multiple title will be treated as having permanent seniority in the lowest part of his/her multiple title.

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

- F. **NOTICE REQUIREMENTS:** Following notice, a representative of the department will meet with the Union to discuss the circumstances of the department's reduction in force.

1. Employees to be laid off will receive notice of layoff no less than two (2) calendar weeks prior to the effective date of the separation. A Union representative will be permitted to attend the notification meeting. A copy of such notice will be sent to the Union.
2. Employees displaced as a result of a reduction in force, will receive notice of displacement and/or layoff no less than two (2) calendar weeks prior to the demotion or separation. A Union representative will be permitted to attend the notification meeting. A copy of such notice will be sent to the Union.
3. Notice of recall or offer of reemployment to laid off employees will be sent by certified mail to the person's last address of record. It will be the responsibility of the laid off employee to notify the Human Resources Department immediately of any change of address. Failure of the laid off employee to report to Human Resources within five (5) calendar days of the date of the notice will be considered a voluntary quit and result in loss of seniority unless good cause for the employee's failure to report is shown.
4. Exceptions to the above notice requirements will be allowed in individual cases where the failure to give timely notice resulted from error or unforeseen circumstances beyond the control of management.

- G. To exercise bumping rights, an employee must have prior service in such classification within the last three (3) years and can perform the duties of the new position. Employees will be permitted to work outside their classification.

## **15. Transfers and Promotions**

The City will have the right to transfer and/or promote employees within any department or to any new department in its reasonable discretion that will take into account an employee's seniority, training, education, expertise, performance, attendance, and discipline history, as well as any possible disruption that may result from an inter-departmental transfer. Such transfer and/or promotion will be on a six (6) month probationary period, during which time the City may reasonably determine that the transferred employee is unable to perform the duties and functions of the new position and may reasonably exercise its right to transfer that person back to their old position or to another position. Transfers and promotions will be effected without loss of seniority.

## **16. Contractual Work**

- A. It is the intent of this Article to preserve the jobs of City employees, while maintaining the rights of the City of Detroit to handle its affairs in an efficient, cost effective contract approval process for the good and welfare of its citizens.
- B. The City agrees to abide by Detroit City Ordinance, City Code Section 18-5-100 et seq. (for purposes of this Article 16, the "Code"). This Article 16 (Contractual Work) will not apply to City contracts that fall under Code Section 18-5-102. Application of the terms of the Code pursuant to this Agreement will be subject to the grievance and arbitration procedures of this Agreement, however in no event will an employee or the Union be permitted to pursue the same claim under both the Code and the grievance and arbitration procedure. The arbitrator will not have the authority to amend, terminate or modify this Agreement or to interpret or apply the Code in a manner that is inconsistent with its terms or as it may have been judicially interpreted.
- C. In the event the City, in its discretion, determines that it will recommend a contract for services as defined in the City Code to the Detroit City Council (other than those contracts covered by Code Section 18-5-102), the applicable union(s) will be notified reasonably in advance prior to a final decision of the City Council on the contract being awarded, or as soon as possible in emergency situations (as defined by Code Section 18-5-101). Such notice to the union(s) will be in writing and will include the information described in City Code Section 18-5-104(C), to the extent not already provided to that union.
- D. The Union may prepare alternate plans to the City recommendation upon review of the above information, working with management employees if it chooses to do so. The final decision to act is vested solely and exclusively in the City which will not act in an arbitrary and capricious manner.
- E. Nothing in this Article should be construed to waive, abridge or impair the rights reserved to an emergency manager appointed pursuant to Public Act 436, MCL §§ 141.1541 *et seq.* to reject, modify or terminate any provision of this Article subject to Section 12(k) of PA 436 (§141.1552(k)). This reservation of rights shall expire

on September 30, 2014 at which time this Article shall be binding in accordance with Article 48 of this Agreement.

F. Insourcing

1. The Union will be granted the opportunity to offer to have work which is currently performed by private individuals or companies, to be performed by City employees. This is referred to as “Insourcing.”
2. Any union may submit an Insourcing proposal to the City’s Purchasing Director and the Department Head of the relevant Department. Such proposal will contain sufficient detail demonstrating the economic and/or qualitative advantages of Insourcing contracted services. The City will review such proposal on a fair and reasonable basis and respond to the Union within sixty (60) days of receipt of the union’s Insourcing proposal.

## **17. Preferential Hiring**

Any non-governmental entity awarded work by the City pursuant to Article 16 of this Agreement – Contractual Work (for purposes of this Article 17 a “Contractor”) will give City employees who have been or will be separated from employment as a result of the award of the contract preferential hiring rights for open positions for which they are qualified based on their level of skill and ability as of the date the contract is awarded.

- A. “Preferential hiring rights” for purposes of this Article 17 means that City employees separated from employment as a result of the contract award will be offered employment by the Contractor into any open positions covered by the contract for which City employees are qualified based on their level of skill and ability prior to offering employment to any non-City employees. Neither the City nor any Contractor will be obligated to provide any training, education, or any other form of assistance, without limitation, to any employees seeking employment with a Contractor pursuant to this Article 17.
- B. Qualification requirements will be determined in the Contractor’s sole discretion. Nothing in this Article 17 is intended to restrict a Contractor’s right to set its own terms and conditions of employment and/or its own hiring qualifications and employment standards. However, any contract pursuant to Article 16 will include a provision that prohibits discrimination against former City employees based upon their union affiliation or for any other reason prohibited by law.
- C. The City will require that all contracts awarded pursuant to Article 16 will, as a condition of such contracts with the City, comply with the terms of this Article 17. Contractors will establish appeal procedures, culminating in neutral arbitration, for the processing of complaints from former City employees who claim to have been denied the preferential hiring rights established by this Agreement. An arbitrator will have the authority to order back pay, but not any other form of remedy or relief in the event of a violation by the Contractor of such preferential hiring rights. The

arbitrator will be selected by the Contractor from a list of five arbitrators provided by the Union and the City. The fees and expenses of the arbitrator will be borne by the Contractor.

- D. The City will not be responsible for the Contractor's hiring criteria or employment decisions but will take reasonable measures, including written requirements that obligate a Contractor to comply with this Article 17 in any request for proposal and any subsequent contract by the City awarded pursuant to Article 16 to ensure Contractor compliance with this Article.
- E. The parties acknowledge that a Contractor may not have any open positions at the time a contract is awarded if the Contractor's then-current workforce is sufficient to perform the work covered by the contract.

## **18. Employee Input**

The City and Union agree that employee input is essential for continuous improvement. Therefore, the City commits to provide a forum for employees to bring forth ideas to improve operational efficiency, potential cost savings, and any other union or employee concerns related to departmental operations.

The City or the Union may request a meeting to discuss efficiency, cost savings, or operational concerns. The meeting will occur within fifteen (15) working days of the request. The party requesting the meeting will provide an agenda no later than five (5) working days prior to the meeting.

## **19. Leaves of Absence**

- A. **FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA):** The City will promulgate reasonable FMLA policies in accordance with the law. A full explanation of the employee's FMLA rights will be included in the New Employee Orientation. Employees may seek information about their FMLA rights from Human Resources.
- B. **CITY LEAVES OF ABSENCES:** The City may grant leaves of absence for medical, educational, military, personal or other reasons in its sole discretion, consistent with the terms of this Agreement and applicable law. The City may also authorize the extension of a leave of absence in writing signed by an authorized City representative, at its sole discretion, consistent with the terms of this Agreement and applicable law. City leaves of absence and/or extensions of such leaves must be approved by Human Resources. Employees may seek information about leaves of absences from Human Resources.
- C. **UNION LEAVES OF ABSENCE:** Members of the Union elected or selected by the Union to do work which takes them from their employment long-term, for an incessant assignment of more than six months, will, at the written request of the

Union, receive leaves of absence for the period of employment with the Union, and upon return will be re-employed. During the leave of absence the Union member will not accrue additional seniority. Upon re-employment, the Union member will be reinstated with the seniority he or she had accrued prior to the leave of absence.

## **20. Union Bulletin Board**

The City will furnish, for the use of the Union, space for a bulletin board at locations to be agreed on by the Union and the City where bargaining unit members are assigned, as practicable. The bulletin boards will not contain anything of a political or libelous nature.

## **21. Strikes and Lockouts**

- A. Interference with Work: Employees will not engage in any strike, work stoppage, slowdown, refusal to cross picket lines, sympathy strike or otherwise neglect of, or interference of any kind with, the operations of the City.
- B. The City will not lockout any employee in furtherance of a labor dispute. 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 will not be deemed a lockout under the provisions of this section.
- C. If an employee is not engaging in conduct outlined in section A of this Article 21 but 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 will not be deemed to violate section A of this Article.

## **22. Severability**

If any Article, Section or provision of this Agreement or any Supplement thereto, should be held invalid by operation of Law or by any Tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such Tribunal, the remainder of this Agreement and supplements will not be affected thereby, and Employer may negotiate a satisfactory replacement for such Article or Section.

## **23. Employee Assistance Program**

- A. The City and the Union recognize and acknowledge that behavioral-medical problems have an adverse effect on the employee's job performance and merits special attention. Examples of these problems include but are not limited to substance abuse, including alcohol and drugs, physical illness, mental or emotional illness, marital or family maladjustments and other personal problems. These behavior-medical problems impair the employee's ability to function, and contribute to increased absenteeism and tardiness, and violations of other rules, regulations, and procedures. The combination of factors is recognized as having



potentially damaging effects on the employee, the work site and the well-being of co-workers. The City and the Union believe most behavioral-medical problems are treatable. The Employee Assistance Program is designed to provide assistance to employees who are experiencing behavior-medical problems that may result in deteriorating job performance.

- B. The City may continue to provide an Employee Assistance Program through a third party vendor.
- C. Nothing in this statement is to be interpreted as constituting any waiver of management's responsibility to maintain discipline or the right to invoke progressive disciplinary measures when applicable in the case of misconduct which may result from or be associated with the abuse of any substance or other personal problem; the Union may exercise its right to process grievances concerning such matters in accordance with this Agreement.
- D. During or following treatment, the employee should not expect any special privileges or exemptions from standard personnel practices; however, employees with substance abuse problems or personal problems will be allowed to liquidate sick leave for the purpose of treatment or rehabilitation upon presentation of satisfactory medical evidence.
- E. When a leave of absence is necessary so that an employee may undergo behavioral-medical treatment for alcoholism, drug abuse, or other personal problems in or from an appropriate facility in accordance with this program, and when the employee has voluntarily submitted himself for such treatment, he/she may be granted a leave of absence if the employee has completed one (1) year of continuous classified service immediately prior to the leave.
- F. The confidential nature of medical records of affected employees will be preserved in the strictest manner as all other medical records. To the extent feasible, employee assistance facilities will be located in areas separate from other City activities.

## **24. Career Development and Training**

- A. The City and the Union recognize the need to provide training and career development opportunities for employees which will develop their skills, knowledge, and abilities to effectively carry out duties and responsibilities of their current classification, and to qualify for more responsible positions in the future.
- B. The City subscribes to the principle of promotion from within, and, in keeping with that principle, the City agrees to focus some of its resources toward those employees in lower job classifications in order to provide opportunities to train and enter new careers.
- C. The City and the Union agree that a major goal of training and career development is improvement of the status of female and minority employees in order to fulfill

the City's and the Union's commitment to effective affirmative action programs, and to make the work force at all levels reasonably representative of the sex and ethnic composition of the City.

- D. The City and the Union recognize that technological or other changes may occur during the term of this Agreement. Whenever such changes occur, bargaining unit members may be offered opportunity for training, retraining or reassignment whenever possible. (Example: Detroit Resource Management System (DRMS)).
- E. To insure that employees are adequately trained, The Human Resources Department may conduct periodic training need assessments and employee performance reviews.

## **25. EEO and Affirmative Action Statement**

- A. The City will adhere to a policy of equal opportunity for all employees and continue to prohibit discrimination because of race, color, creed, national origin, age, political orientation, sex, sexual orientation, disability, or any other protected category, continue to comply with all federal state and local civil rights laws, ordinances and regulations and promote a full realization of equal employment opportunity through a positive and continuing effort.
- B. The City may, upon request, provide the Union with copies of statistical minority employment information reports and such reports concerning policies and programs for equal opportunity in employment regarding City employees.

## **26. Defense and Indemnification of Employees**

Current City policy regarding the defense of and indemnification of employees against damage suits, claims, etc. is set forth in the Detroit City Code Chapter 13, Article 11, and is incorporated herein.

## **27. Confidential Employees**

The parties agree that certain City employees are designated as confidential employees and are, therefore, to be exempt from membership in the bargaining units covered by this Agreement. These employees are those holding the positions as outlined in Appendix A. The City will not designate other employees as confidential without the agreement of the applicable bargaining unit President; but may, if the bargaining unit fails to so agree, petition the Michigan Employment Relations Commission to approve such designation.

## **28. Copies of the Agreement**

The City will provide the Union with an electronic copy of this Agreement and will post this Agreement on the City's website.

## 29. Unemployment Benefits

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

## 30. Funeral Leave

- A. If a death occurs among members of the employee's immediate family the employee, provided he/she attends the funeral and submits documentation of such upon return to work, will be granted two (2) days leave not to be charged to sick leave. An employee may take an additional three (3) days of funeral leave 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, grandchild, grandmother, grandfather, and a member of the employee's household that has had the same permanent address as the employee for at least one (1) year prior to the household member's death. "Household member" will not include temporary guests or visitors to the employee's home.
- 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 brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.

If the Union President is not available to attend the funeral of a City employee who is a member of his/her local, a representative of the Union, with proper notification to the department head, will 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.

## 31. Sick Leave

- A. All employees who have completed three (3) months of continuous service will 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. With respect to sick leave accrual, Employees have the following, as applicable based on an individual Employee's accrued time: 1) A Reserve Bank that consists of all reserve sick leave hours accrued on or before July

18, 2012, less any hours used from the Reserve Bank after July 18, 2012. The award of reserve sick days was eliminated as of July 18, 2012, 2) A Prior Bank that consists of any sick leave hours accrued on or before April 30, 2014. Additional accruals into the Prior Bank will be frozen as of April 30, 2014, and 3) A Current Bank that will consist of any sick leave hours accrued on or after May 1, 2014. Current Banks will be capped at 480 hours, with no additional accrual unless the balance falls below 480 hours, and any accrual thereafter will not exceed the 480 hour cap. For Employees on the personnel payroll system (PPS), Current sick leave hours up to 480 hours will be added to their Prior Bank instead of creating a third Current Bank. Sick leave usage will first be drawn from the Current Bank, followed by the Prior Bank and finally the Reserve Bank.

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

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

## **32. Work Week, Work Day, Shift Premium**

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

1. The standard payroll work week will begin at 12:01 a.m. Monday, and end at 12:00 p.m. Sunday. It will 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 will be known as "off days." In accordance with the Management Rights Clause, the City reserves the right to determine, and change start and quit times, as well as modify employee schedules, with at least fourteen (14) days notice, or as much advance notice as possible where fourteen (14) days is not practicable.
2. The first scheduled "off day" within the payroll work week will be designated as the "sixth day" and the second scheduled "off day" within the payroll work week will be designated as the "seventh day."
3. Off days in the work week will be scheduled consecutively unless such scheduling will adversely affect or add cost to operations of the department.
4. The City and the Union will review departmental work schedules which currently do not provide for consecutive off days. If the parties can agree that scheduling changes which allow for consecutive off days are feasible, such changes will be implemented, provided that such changes do not result in increased costs or loss of productivity.

5. The City and the Union will also review those departmental operations which currently require rotating shifts. If the parties can agree that a more productive schedule can be established without an increase in cost, the City will take the steps necessary to implement such schedules.
6. Employees will be allowed to submit shift preferences within locations for any new work schedules established pursuant to reviews made in accordance with Section A-3 and A-4.

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

1. Full time bargaining unit employees shall have a work week scheduled for forty (40) hours.
2. Two (2) coffee breaks of not less than fifteen (15) minutes per shift will be permitted.
3. When an employee is called to work, he/she will be guaranteed no less than four (4) hours of pay for "show up" time at the appropriate rate.
4. A flex-time work schedule may be established in certain departments where the appropriate working conditions exist.
5. Employees assigned to seven day operations will be required to call in two (2) hours prior to the start of their shift when requesting a sick day.

**C. AFTERNOON AND NIGHT SHIFTS:**

1. **Shift Premium Rates:** Employees who work regularly scheduled afternoon and night shifts will receive, in addition to their regular pay, a premium of twenty-five cents (25¢) per hour for the afternoon shift and a premium of fifty cents (50¢) per hour for the night, if the employee works their entire regularly scheduled shift.
2. **Shift Premium Times:** The afternoon shift will be any full-time shift commencing between the hours of 11:00 a.m. and 6:59 p.m.

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

- D. Unless provided for otherwise within this Agreement, all of the provisions of this Article will be in accordance with Chapter 13, Article 2, Section 12, of the Municipal Code of the City of Detroit.

- E. Currently all employees will receive their pay bi-weekly. When it is administratively feasible, the pay check for all employees shall be transmitted via direct deposit or payroll debit card.
- F. Employees shall be permitted to request a flex-time schedule. Employees shall generally be permitted to arrive at their designated work sites and/or areas at any time up to a half an hour after the department's designated start time. Quitting time for these employees would be that time following completion of the required number of hours for that work day.

If an employee's presence is required on a specific day at a specific time, the supervisor may deny said employee or employees the right to fully utilize the flextime system on that day only. Examples include but are not limited to Court Appearances or emergency circumstances such as snow emergency and/or large snow accumulations.

In the event problems arise in any flex time program, the Department or operating division involved shall request a meeting thereon, and the Association President and the Director of Labor Relations and or his/her designated representative will meet in special conference within fifteen (15) days of notification of the request. Upon approval of the Director of Labor Relations the City reserves the right to suspend or modify the flex time system where appropriate based on department needs.

### **33. Overtime**

- A. The City has the right to schedule overtime work and to require employees to work mandatory overtime.

In any represented unit where overtime is not equalized, overtime work will be offered starting with the senior employee. When there are not enough volunteers, overtime assignments will be made according to inverse seniority. Seniority-based overtime offers will not be required where an unexpected emergency arises or it is impractical to seek volunteers. Existing super seniority practices for Union stewards who engage in activities defined in Article 7 of this Agreement for purposes of overtime will be maintained.

As of the effective date of this Agreement, every City department that employs Union members equalizes overtime. These departments will determine the equalization scheme and the sole remedy for a violation of the equalization scheme will be working the next available overtime opportunity and not payment of any back pay. In no circumstance will employees be paid for time not worked. Departments may discontinue equalization of overtime with prior notice to the Union and approval of Labor Relations Director.

In certain cases, Departments may seek the written approval of the Labor Relations Director to schedule overtime based on factors other than seniority, including but

not limited to: experience, work performance, and/or demonstrated abilities. Written approval, with a copy to the Union, must state the reason relied upon in approving such requests.

**B. CASUAL OVERTIME:**

1. Casual Overtime is the continuation of employment beyond the normal service day to complete a particular task. Where a task necessitates overtime service to complete it, the employee assigned to that task may be continued in the assignment until its completion.
2. The City may require employees to work Casual Overtime without consideration of seniority and/or overtime equalization.

**C. TIME AND ONE-HALF OVERTIME:**

1. Employees – Time and one-half (one-hundred and fifty percent (150%)) will be paid to hourly-rated employees for all hours worked over forty (40) in one (1) service week inclusive of a seventh day or a holiday
2. Notwithstanding the above paragraph, vacations and holidays shall be counted as time worked for the purpose of computing overtime.
3. When a schedule indicates a lunch period but conditions make it impractical to enjoy same, the employee or employees involved will be paid the prevailing overtime rate in lieu of his/her lunch period. The provisions of this section will not apply to employees whose work day is designated on a measured task basis. In no instance will payments be made for lunch periods not worked.
4. Premium payments will not be duplicated for the same hours worked.
5. Except for any contrary provisions above, all of the above will be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit and the Michigan Minimum Wage Law.

**34. Holidays and Excused Time Off**

- A. Employees will 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, during which premium time will be paid for time worked as set forth below. Employees will be granted eight (8) hours of "Excused Time" on Good Friday or eight (8) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of "Excused Time" on the last scheduled paid day before Christmas Day and before New Year's Day and for Veteran's Day,

and the day after Thanksgiving. Employees will be paid holiday pay for excused time days, but if employees are required to work on such days, only straight time pay will be paid for hours worked.

- B. Employees will 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 will have the option of paying for the holiday or granting equivalent time off with pay with at least seven (7) days advanced notice to the employee and the Union where practicable. When the City elects to give the employee time off, said time will be granted at the request of the employee with the approval of the Department Head.
- C. An employee will be eligible for holiday pay or excused time pay provided he/she has received at least eight (8) hours of pay (exclusive of overtime and sick leave) the workday before and the day after the holiday or excused time day. Provided, however, the employee continues on the payroll through the holiday or excused time day and is otherwise qualified for the holiday or excused time day.  
  
For the purpose of this section, an employee will be considered off the payroll if he/she is fired, quits, or 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 will be subject to a Special Conference. Criteria to be used to determine payroll status will be if the absence of the employee will be for more than thirty (30) days.
- D. If an employee is absent without just cause on a holiday or excused time day on which he/she is scheduled to work, he/she will receive no pay for the holiday.
- E. Time and one half (1.5) will be paid for all hours worked on a holiday in addition to the straight time holiday pay due for a holiday as such. Straight time pay will be paid for all hours worked on an Excused Time day, in addition to the Excused Time pay above.
- F. Premium payments will not be duplicated for the same hours worked.
- G. Employees who are scheduled to work on any holiday, but who fail to report to work, will not be eligible for holiday pay.
- H. For the purpose of this Article, an employee will be considered off the payroll if he/she engages in a work stoppage which extends through a holiday or excused time day. All benefits under this Article will be forfeited for the holiday or excused time in question.
- I. If a holiday or excused time day falls on Saturday it will be observed on the preceding Friday, and if a holiday or excused time day falls on Sunday it will 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, will be designated as the official holidays.

- J. If an employee engaged in six or seven day operations works either the actual calendar holiday or the substitute holiday, he/she will receive the holiday premium, but he/she will not be allowed to pyramid holiday premium for working both days.
1. An employee assigned to a six or seven day operation may be scheduled off for the holiday on either the calendar holiday or the substitute holiday.
  2. When an employee works both the calendar holiday and the substitute holiday, the day selected as a holiday for pay purposes will 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 will 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 will receive sick pay. If he/she works either of the two days he/she will receive holiday premium.
  5. If an employee is AWOL on the actual calendar holiday, but works the substitute holiday, he/she will not be entitled to holiday pay or holiday premium.
- K. The City will 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 will have the option of using vacation, 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 Department 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.

The City will determine optional holiday season closing dates and will notify the Union by November 1<sup>st</sup> of each year of whether it intends to implement a holiday shutdown.

Any scheduled time off or uses of departmental leave days during these periods will not be counted against the employees' attendance records nor adversely affect their benefits.

### **35. Unused Sick Leave on Retirement**

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

Upon retirement, or death with twenty (20) years of service, Employees will be entitled to payment of sixty percent (60%) of their unused sick leave hours in their Reserve Bank (as defined in Article 31 of this Agreement) plus the sick leave hours accrued prior to July 18, 2012 in their Prior Bank (as defined in Article 31 of this Agreement), reduced by any sick leave that has been taken after July 18, 2012 from those Banks. All sick leave hours accrued after July 18, 2012 and remaining unused upon retirement or death will not be paid.

This payment will be made pursuant to City policy, which may be amended consistent with the terms of this Agreement with respect to the administration of such benefit but not with respect to the value of the benefit to the employee/retiree.

- B. The payments will be made as part of the Employee's Pension Program, or the Employee's Benefit Plan, or through the Finance Department.

### **36. Vacations**

Employees inducted during the course of the fiscal year will not be eligible for vacation leave without deduction of pay until they will 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 will 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 often (10) days and rounding the product to the nearest whole number. Thereafter, his vacation will be computed on a fiscal year basis. The City reserves the right to make changes to the vacation selection process.

Employees hired on or after the effective date of this Agreement, will not be eligible for vacation leave without deduction of pay until they will 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 will 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 will be computed on a fiscal year basis.

**VACATION SCHEDULE:** As of the Effective Date of this Agreement the vacation schedule for employees 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

The maximum vacation days earned in a fiscal year will be as follows: Twenty (20) days for employees with fifteen years of service hired before September 28, 2010; fifteen (15) days for employees with fifteen years of service hired on or after September 28, 2010. Maximum annual accrual amounts at less than fifteen years of service will be in accordance with the vacation policy promulgated by the Human Resources Department, as amended from time to time with respect to administration but not value, at the sole discretion of the City. The vacation policy will govern all aspects of vacations.

Vacation hours are capped at 240 hours and accrual over this amount must be used before each September 30th of each year. Effective October 1, 2014, vacation hours will be capped at 160 hours and accrual over this amount must be used before September 30<sup>th</sup> of each year. Requests for vacation will not be unreasonably denied.

### **37. Temporary Assignments**

- A. The Employer reserves the right to assign employees to positions outside their classification on a temporary basis.
- B. **OUT-OF-CLASS ASSIGNMENTS:**
  - 1. For purposes of this Article, an employee is deemed to be working "out-of-class" if he/she is reassigned by management from his/her regularly assigned duties to perform duties and responsibilities not normally performed and characteristic of and requiring the qualifications of a higher classification. Assignment of some duties normally performed by an absent employee will not constitute an out-of-class assignment if such duties are appropriate to the classification of the person assigned.
  - 2. If an employee is so assigned the duties of a higher classification to replace an absent employee for one or more consecutive work days, he/she will be compensated on an out-of-class basis at the rate for the appropriate classification for all such out-of-class hours worked.
  - 3. For out-of-class assignments, the most qualified employee will be offered the out-of-class work provided he/she is readily available and able to do the work. Qualifications will be determined by an employee's performance record,

attendance/timeliness, training as well as work/discipline history. Seniority may be considered but it will not be the determining factor for the out-of-class assignment.

4. The parties recognize that out-of-class work assignments will not be used to circumvent established procedures for filling vacant positions by transfer or promotion as provided in this Agreement, nor will supervisors avoid out-of-class payment by arbitrarily alternating out-of-class assignments.

**C. TEMPORARY PLACEMENT OF EMPLOYEES INTO OTHER DUTIES AND/OR DEPARTMENTS:**

1. Employees temporarily placed under these provisions will not lose his or her promotional opportunity at the transferred-out location and will be treated as if he or she had not been temporarily placed in other duties/department.
2. Any vacation period the moved employee had approved at the transferred-in location will continue to be honored at the transferred-out location so long as the vacation does not adversely impact operations.

**38. Jury Duty**

- A. Employees who serve on jury duty will be paid the difference between their pay for jury duty and their regular pay for all days they are 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 be scheduled to work, must give reasonably prompt prior notice to his/her supervisor that he/she has been summoned for jury duty, and must furnish proof of service for the days for which he/she claims such payment.
- D. Jury duty will be considered as time worked. 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, with a guaranteed eight (8) hours pay which shall be counted towards overtime computation.
- E. Upon return from jury duty, the City will deduct the amount received or due from such jury duty service from the employee's pay.

### **39. Hospitalization, Medical, Dental and Optical Care Insurance**

- A. During the term of this Agreement, regular full-time employees who have reached their eligibility date will be entitled to participate in one of the City's Group Health Care Plans including a Prescription Drug Program in accordance with the City of Detroit's Health Care Plan Options for Active employees Booklet.

The City shall have the right to change or add insurance carriers occasionally, at its sole discretion, to reduce costs, provided such changes do not cause a material change in benefits offered.

- B. Employees will be required to make monthly contributions for their benefits based upon the plan and coverage tier selected by the Employee. Monthly contributions will be deducted from Employee payroll disbursements on a pre-tax basis (if authorized by the employee), in accordance with applicable law.
- C. Except as provided in this Article, the extent of coverage under the City's Medical Plans will be governed by the terms and conditions set forth in the City of Detroit's Health Care Plan Options for Active Employees Booklet, during the term of this Agreement. Plan documents may be modified or amended by the City from time to time in accordance with the terms of the applicable plan documents, provided that such amendments do not violate the terms of this Article. Any questions or disputes concerning the denial of a claim or coverage will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents and will not be subject to the Grievance & Arbitration Procedures set forth in Article 8 of this Agreement.
- D. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to the City. The failure of the insurance carrier or plan administrator to provide a contracted benefit or obligation will not be considered a breach by the City. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to bargaining unit Employees or beneficiaries of bargaining unit Employees.
- E. Except as set forth in this Article, during the term of this Agreement, the Medical Plans provided by the City will provide benefits to eligible bargaining unit employees with an actuarial value (as determined by the Plan Actuary) that would fall within the acceptable range for the "Gold" level as defined by the ACA. In the event that the actuarial value of the medical benefits provided by the City under this Article falls below the "Gold" level as determined by the Plan Actuary during the term of the Agreement. The selection of a new "Gold" level medical plan will be at the sole discretion of the City; however, the City will meet with the Union to explain modifications to the Medical Plan.

- F. Notwithstanding any provision in this Article that could be construed to the contrary, this Article will not be construed to require the City to fall out of compliance with the requirements of Public Act 152 of 2011 MCL § 15.561 *et. seq.* ("PA 152"). The City's Plan Actuary will be responsible for periodically monitoring compliance with the requirements of PA 152. In the event that the Plan Actuary determines that the City is reasonably likely to fall out of compliance with PA 152, the City will provide written notice to the Union, and offer to meet with the Union for a period not longer than thirty (30) days in order to explain potential modifications to the terms of the Medical Plans or to the allocation of contributions to the cost of medical coverage by the City and the Employees in order to comply with the requirements of PA 152.

## **40. Workers' Compensation**

All Employees will be covered by the applicable Workers' Compensation laws.

## **41. 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 will be mandatory for regular employees.
2. For the term of this Agreement, contributions will remain at the rate in effect as of the Effective Date of 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. Employees who receive a permanent disability payment under this Article will be ineligible for the \$10,000 Duty Death Benefit described above.

## **42. Wages**

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

Upon ratification of this Agreement, Bargaining Unit Employees will transition to Step Code R. Employees can be hired within the range commensurate with documented experience and will be paid equitably to current employees with similar experience.

Bargaining unit employees hired in a classification represented in this Collective Bargaining Unit with no experience shall be hired at the minimum and receive step progressions annually on July 1.

Bargaining Unit employees who are at the maximum rate shall receive a 2% increase annually on July 1 during the term of this agreement.

During negotiations, there were discussions regarding the increasing duties of Environmental Control Inspectors and the ability to recruit and retain persons for this title. In recognition of this situation, the classification of Environmental Control Inspector (26-42-21) shall receive a salary range adjustment of \$37,867.00 - \$ 48,012.00. Effective upon ratification of this agreement and approval by City Council, all current bargaining unit members shall receive a salary/market adjustment of eight percent (8%). It is understood that some bargaining unit members will receive a higher percentage adjustment to be placed at the new minimum salary range.

**B. MISCELLANEOUS.**

1. All salaried employees will have their hourly rate computed by dividing their annual salary by 2080 hours.
2. Salary and Rate Adjustments:
  - (a) The pay rates of hourly-rated employees will be rounded up to the nearest whole cent.
  - (b) Each employee covered by this Agreement, whose wages are classified as a yearly salary with minimum and maximum rates more than \$20,000 annually, and which rates, as a result of any required change to be made to their wages causes the resulting amounts to fall between even hundred-dollar levels, will have these rates adjusted to the next higher hundred dollar level.

**C. CORRECTION OF PAYROLL ERRORS:**

Where by payroll error an employee is underpaid or overpaid the City is expressly authorized to correct underpayment or overpayment by payroll adjustment pursuant to applicable law. The City will provide written notice of any payroll error to the affected employee, prior to making any adjustments.

The City reserves the right to seek immediate recovery through appropriate legal proceedings.

### **43. Clothing and Uniform Allowances**

- A. For employees who are required to wear and maintain specific clothing and/or shoes, the clothing allowance will be \$170 yearly.
- B. For employees who are required to furnish a specific uniform at their own expense, the allowance will be \$350 yearly.
- C. Clothing and uniform allowances will be paid by the last pay period in September.
- D. Upon completion of the probationary period, which includes any extension(s) of the probationary period, a new employee shall receive a full complement of the work uniform.
- E. A new employee shall not receive the clothing and /or uniform allowance until the year following the completion of their probationary period.
- F. This Article will be administered according to the Resolution of the City Council of May 9, 1974 (7.C.C. p. 1107).

### **44. Private Car Mileage Reimbursement**

#### **A. RATES OF PAYMENT:**

When an employee covered by this Agreement is assigned to use his/her automobile to perform his or her job, he or she will be paid mileage established pursuant to at the current IRS per mile rate governed by IRS regulations, subject to change when that rate changes higher or lower.

#### **B. DEFINITION OF REIMBURSABLE MILEAGE:**

1. Trips from home to headquarters and back home will not constitute reimbursable mileage.
  2. Trips in either direction between home and any officially designated point (when there is no specific headquarters) will not constitute reimbursable mileage.
  3. Trips from headquarters (or from the designated starting point if the employee has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, will constitute reimbursable mileage.
- C. In the event of an automobile breakdown during regular working hours, the time, which an employee is allowed for servicing and repairing his automobile is to be determined by departmental policies.



- D. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his normal working hours, he/she will be required to furnish said car.
- E. In order to receive mileage reimbursement an employee must actually use an automobile on City business.
- F. Employees will be subject to the City's Private Car Mileage Reimbursement Policy, which may be amended from time to time. In case of conflict, the Policy will take precedence.

#### **45. Long Term Disability Benefits (Income Protection Plan)**

Employees will be eligible for Long Term Disability Benefits ("Income Protection") pursuant to the terms of the Plan purchased by the City within the cost parameters and providing the benefits agreed to by the parties.

#### **46. Retirement Benefits**

Employees will be eligible for retirement benefits pursuant to the terms and conditions included in the plan of adjustment approved by the United States Bankruptcy Court.

#### **47. Modification and Duration**

It is agreed between the parties that this Agreement will be effective upon the approval of the Detroit City Council, and will continue in full force and effect until 11:59 P.M., June 30, 2023.

If either party desires to modify this Agreement, it may give written notice to the other party as early as 90 days prior to the expiration and the parties thereafter will bargain in good faith towards a successor agreement to take effect after June 30, 2023. Any failure to bargain prior to expiration of this Agreement will not be subject to the Grievance and Arbitration procedure set forth in Article 8 and will not otherwise be subject to penalty.

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, 2023, this Agreement will remain in effect on a day-to-day basis. Either party may terminate the Agreement by giving the other party ten (10) calendar days written notice on or after June 30, 2023.

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 2019

The Service Employees International Union  
Local 517-M (Non-Supervisory Unit)



Daryl Buchanan, President  
SEIU Local 517-M

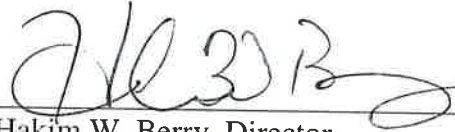
CITY OF DETROIT



Michael Duggan, Mayor



Dominic Barbato  
SEIU Local 517-M



Hakim W. Berry, Director  
Labor Relations

APPROVED AND CONFIRMED BY THE  
CITY COUNCIL \_\_\_\_\_

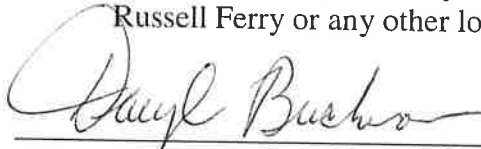
Date

\_\_\_\_\_  
Janice M. Winfrey  
City Clerk

**MEMORANDUM OF UNDRSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
SEIU 517 M NON-SUPERVISORY UNIT**

**RE: INSTRUCTOR-PUBLIC WORKS EQUIPMENT**

1. The City of Detroit will provide office space to the instructor(s); however, the office may be shared space. Office equipment will consist of desk(s), chair(s), file cabinet, desk or laptop computer.
2. The instructor shall have access to and use of a two way radio for communication with supervision and/or dispatch regarding training.
3. Vehicles will be made available when there is a documented need to observe during performance of the trainees. Full time vehicles will not be assigned to the instructor(s).
4. It will be the responsibility of the instructor to schedule, in advance, classroom facilities at Russell Ferry or any other location for training purposes.



SEIU 517M NS Unit



City of Detroit Labor Relations

Date:

**MEMORANDUM OF UNDSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
SEIU 517 M NON-SUPERVISORY UNIT**

**RE: PESTICIDE LICENSES**

1. For employees who are required by the City (as outlined in their job specifications) to possess and maintain a pesticide license issued by the State of Michigan, the City will reimburse the affected employee one hundred percent (100%) of the fee charged by the State to renew such license.
  
2. City reimbursements will not include any other fees or costs that may be associated with renewing the required pesticide license. All requests for reimbursement must be supported with adequate original receipts indicating at minimum, the name of the license holder, the date the renewal was obtained, and the amount of the fee that was paid.

For SEIU



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For the City:



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## **LETTER OF UNDERSTANDING**

### **Retiree Medical Benefits**

To: Union Officials

Retiree medical benefits for eligible bargaining unit employees and certain eligible non-bargaining unit employees who retiree from employment on and before December 31, 2013 have been established through a voluntary employees' beneficiary association trust ("Non-Safety VEBA") in accordance with Section 501(c)(9) of the Internal Revenue Code of 1986, as amended. The City shall contribute 2% of base salary earnings, for all Eligible Employees as defined to the Non-Safety VEBA for retiree health benefits during the life of this agreement.

- A. Effective January 1, 2019, and each month thereafter during the term of this Agreement, the City will contribute toward the cost of retiree health benefits for active Bargaining Unit members an amount equal to two percent (2%) of the straight-time hourly earnings (and paid time-off, but exclusive of any overtime compensation, premium/differential payments, etc.) of active employees in the bargaining unit and non bargaining unit eligible employees to the City of Detroit-Post 2014 Non-Safety Employee Retiree Health Care Trust. (the "Retiree Medical Subsidy") Such Retiree Medical Subsidy shall be contributed by the fifteenth of each month calculated on the straight-time hourly earnings by such active bargaining unit member and non bargaining unit eligible employees in the second previous month to the month of payment. The City shall not be required to pay any additional amounts in connection with retiree health for Bargaining Unit represented active employees and non bargaining unit eligible employees during the term of the Agreement, other than as specified herein. The parties agree that the City of Detroit-Post 2014 Non-Safety Employee Retiree Health Care Trust shall have sole responsibility for maintaining and investing all funds contributed by the City pursuant to this article and shall be solely responsible for determining the benefit design and form, amount and timing of all benefit payments to Eligible Retirees pursuant to this Agreement, and the City of Detroit-Post 2014 Non-Safety Employee Retiree Health Care Trust shall have sole responsibility to ensure that all the City of Detroit-Post 2014 Non-Safety Employee Retiree Health Care Trust acts or omissions with respect to the provision of benefits to Eligible Retirees comply with applicable law. As such, other than its obligation to pay the Retiree Medical Subsidy, the City shall have no responsibility and shall face no liability to any party with respect to the provision of benefits to Eligible Retirees pursuant to this article.
- B. The Union agrees to indemnify the City, and hold the City harmless, against any and all claims asserted by bargaining unit employees or third parties against the City or any of its elected or appointed officials, employees, agents, attorneys, or consultants that are in any way related to or connected with employee or Eligible Retiree participation in the City of Detroit-Post 2014 Non-Safety Employee Retiree Health Care Trust, including but not limited to any claims for benefits provided to, or denied, City employees or Eligible Retirees (or their spouses or dependents) by the City of Detroit-Post 2014 Non-Safety Employee Retiree Health Care Trust, as well as any and all claims by other persons that are in any way related to any acts or omissions by the City of Detroit-Post 2014 Non-

Safety Employee Retiree Health Care Trust, or its officers, directors, trustees, employees or agents.

The Non-Safety VEBA shall hold 2% base salary contributions made by the City toward retiree health benefits under the CBA and contributions for other employee groups eligible to participate in the City of Detroit General Retirement System. The City shall have no other contribution or payment obligations to the Non-Safety VEBA. The Non-Safety VEBA trust may be amended solely by the express written agreement of the parties to the CBA (for amendments relating to administration that do not materially and significantly increase the cost of retiree health benefits and those required by law, the parties shall consent without demanding bargaining or concessions of any sort).

The trustees of the Non-Safety VEBA shall establish and administer a health plan for non-safety retirees of the City of Detroit (the "Plan"), which shall provide a Health Reimbursement Arrangement ("HRA") for each Eligible Retiree, as described herein.

Eligibility for retiree health benefits under the Plan will be made available to:

1. covered employees under the CBA;
2. City employees who are not represented by a member of the Coalition who are participants in the GRS; and
3. Employees of entities where the City (or its General Retirement System) administers the retirement benefits of the entity (i.e., Detroit Public Library) and the entity itself makes contributions to the VEBA for such employees, in an amount as outlined above, unless determined otherwise by the VEBA Board;

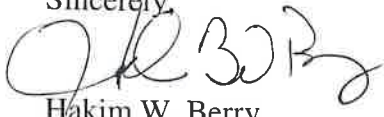
(herein defined as "Eligible Employees") provided that any such employees shall only be eligible to receive a benefit if (a) they retire from the City during the term of the CBA, but on or after January 1, 2015; (b) they commence their monthly pension from the GRS (irrespective of any delay from GRS in payment of said benefit), unreduced as a result of early retirement, and (c) they are not ineligible for these retiree medical benefits as a City employee (such retirees, "Eligible Retirees"). No other employees, retirees, or persons shall be treated as Eligible Retirees, Eligibility for retiree health, benefits under the Plan for the above-described individuals shall be under terms materially identical to those described herein, including the City's obligation to contribute 2% of base salary to the VEBA.

The Plan shall be administered by a third-party administrator acceptable to the VEBA trustees. The cost of HRA administration and other related costs shall be assumed by the Non-Safety VEBA. The Plan shall be structured and implemented in the following manner:

1. The City shall afford each Eligible Retiree the opportunity to make an irrevocable election as part of the application for an unreduced pension from GRS to either begin immediate coverage under an HRA or defer receipt of the HRA until after the Eligible Retiree attains age 65.

- 2. For each Eligible Retiree who elects immediate coverage under an HRA, the City shall report the results to the Non-Safety VEBA, and the Non-Safety VEBA shall establish and credit the electing Eligible Retiree's HRA, beginning with the first day of the month following the month in which such election occurs, with a monthly amount. Such amount shall be \$141 per month in 2019 and shall be increased by 3% annually (rounding up to the nearest dollar) effective January 2020, and each January thereafter through December 2021. Thus, the monthly amount shall be \$141 per month in 2019, \$145 per month in 2020, and \$150 per month in 2021.
- 3. Effective January 1, 2019, for each Eligible Retiree who becomes an Eligible Retiree on or after attaining age 65, or who elects to postpone HRA coverage until age 65, the City shall report the results to the Non-Safety VEBA. The Non-Safety VEBA shall establish the HRA for such an Eligible Retiree to begin the first day of the month following the month in which such Eligible Retiree attains age 65. For Eligible Retirees for whom an HRA is established following age 65, who deferred receiving such benefit until age 65, such amount shall be actuarially determined to approximate the same amount as if the eligible retiree, based upon life expectancy, would have received had they accepted the benefit at the time of eligibility. Such amount shall be no less than the amounts reflected in paragraph 2 above but may be increased to reflect the deferral of when such amount is received.
- 4. The credited monthly HRA amounts described herein shall not be reduced by administrative expenses for HRA and VEBA administration paid out of the VEBA. The Non-Safety VEBA shall not be required to make credits to Eligible Retiree HRAs on or after the expiration of the CBA, except as otherwise provided herein.
- 5. Notwithstanding the expiration of the CBA or to make payments to the VEBA, to the extent that a City employee becomes an Eligible Retiree during the term of the CBA, but postpones HRA coverage until his or her attainment of age 65, such Eligible Retiree upon attaining age 65 shall receive credits toward the HRA equal in number of months and amount as if he or she had received the benefit on the date he or she became an Eligible Retiree for the period from such date through the expiration of the contract.

Sincerely,



Hakim W. Berry  
Director of Labor Relations

Date: May 15, 2019