

# **MASTER AGREEMENT**

**BETWEEN THE**

## **CITY OF DETROIT**

**AND THE**

## **BUILDING TRADES FOREMEN**

## **CITY WIDE UNIT OF THE DETROIT BUILDING AND CONSTRUCTION TRADES COUNCIL**

## **2005-2008**

**2005-2008 MASTER AGREEMENT BETWEEN THE CITY OF DETROIT  
AND THE DETROIT BUILDINGS TRADES FOREMEN**

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# **AGREEMENT**

This Agreement is entered into by and between the City of Detroit, a Michigan Municipal Corporation (hereinafter called the "City") and the Building Trades Foremen, City-Wide Unit of the Detroit Building and Construction Trades Council, an unincorporated association, on behalf of its affiliated Local Union, Local Union #17, International Brotherhood of Electrical Workers, AFL-CIO, (hereinafter called the "Council" or "Union").

## **PURPOSE AND INTENT**

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

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

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

## **1. RECOGNITION OF UNION**

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

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

- A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.
- B. The City has the right to schedule work, including overtime as required in a manner most advantageous to the City and consistent with requirements within the public interest.
- C. It is understood by the parties that every incidental duty connected with operations enumerated in job specifications is not always specifically described.

- D. The City reserves the right to discipline and discharge for just cause. The City reserves the right to layoff for lack of work or funds; or the occurrence of conditions beyond the control of the City; or where such continuation of work would be wasteful and unproductive. The City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.
- E. **Equal Treatment:** It is agreed by the City and the Union that the City is legally and morally obligated to provide equality of opportunity, consideration and treatment of all employees of the City and to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all persons employed by the City in all phases of the employment process. To this end, basic rights and equities of employees are established through the City Charter, Executive Orders of the Mayor, Ordinances and Resolutions of the City Council and rules of the Human Resources Department.
- F. The compensation for any position classification must be established on the premise that the same rate of pay shall apply in all City departments for any given classification.

### **3. DUES CHECK OFF**

- A. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer, provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect until revoked in writing by the employee. The termination notice must be given both to the Employer and to the Union.
- B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.
- C. The Employer agrees to provide this service without charge to the Union.

### **4. STEWARDS**

There shall be a Steward selected by each Craft Union:

- A. The Stewards shall represent the Union regarding the provisions of this Agreement.
- B. The Stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer, after arrangements have been made with their supervisors. This privilege shall not be abused.

- C. The Steward shall act as safety man for employees of his/her craft.
- D. Any new employee shall be referred to the Steward before starting to work to be added to the Steward Report. The Steward shall be notified one (1) working day prior to any employee being transferred into a new department, laid off, suspended or discharged.
- E. The Union will provide the City with a current list of Stewards and their jurisdiction.

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

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

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

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

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

- 1. The regular full working day shall consist of eight (8) hours. It shall begin at 12:01 a.m., and extend to 12:00 p.m.
- 2. Two coffee breaks of fifteen (15) minutes per shift shall be permitted according to Local Supplemental Agreements.
- 3. When an employee is called to work, he/she shall be guaranteed no less than four (4) hours of pay for "show up" time at the appropriate rate.

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

- 1. Employees who work regularly scheduled afternoon and night shifts shall receive, in addition to their regular pay, a premium of seventy cents (70¢) per hour for the afternoon shift and a premium of seventy-five (75¢) per hour for the night shift according to Chapter 13, Article 2, Section 12 of the Municipal Code of the City of Detroit.
- 2. Shift Premium Times:  
The afternoon shift shall be any full-time shift commencing at the hours of 11:00 a.m. or between the hours of 11:00 a.m. and 6:59 p.m.

The night shift shall be any full-time shift commencing at the hours 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. All of the provisions of this section shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit.

## **6. OVERTIME**

- A. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with requirements of municipal employment and the public interest. Such overtime shall not be scheduled so as to reduce the work force.

Overtime work shall be on a voluntary basis starting with the senior employee as determined in the supplemental agreement. When there are not enough volunteers, overtime assignments shall be made according to inverse seniority. The voluntary overtime rule shall not apply where an unexpected emergency arises or it is impractical to seek volunteers. The voluntary overtime rule, the exceptions thereto and equalization of overtime, shall be a subject for supplemental agreements. In the absence of a supplemental agreement, existing department practices will apply.

- B. Time and One-Half Overtime

- 1. Hourly Rated Employees Time and one-half (one-hundred and fifty percent 150%) of the basic or hourly rate) will be paid to hourly-rated employees as follows:

- a. All hours worked over eight (8) in one (1) service day except if such time is worked on a seventh day or a holiday.
    - b. All hours worked over forty (40) in one (1) service week except if such time is worked on a seventh day or a holiday. Overtime hours worked (not to be credited at premium time) in excess of four (4) hours and not exceeding sixteen (16) hours in one (1) service week may be substituted in lieu of an equal amount of an employee's regularly assigned forty (40) hours.
    - c. All hours worked on shifts starting within eight (8) hours of the quitting time of an employee's previous shift, except for those hours worked on a seventh day or holiday.

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

- a. All hours worked over eight (8) in one service day except if such time is worked on a seventh day or a holiday.

- b. All hours worked over forty (40) in one service week except as indicated in Section B-2c, and except if such time is worked on a seventh day or a holiday.
- C. Employees who are assigned to a work week of less than forty (40) hours, shall be entitled to time and one-half for all work on the sixth day if they shall have worked the assigned hours in the work week.
- D. **Double Time Overtime**

Double time (two-hundred percent [200%] of the basic or hourly rate) will be paid to hourly-rated and salary rated employees for work on the seventh day of the work week schedules as defined by Chapter 13, Article 2, Section 12 of the Municipal Code of the City of Detroit, and for all work in excess of sixteen (16) hours from the employee's assigned starting time.
- E. When a schedule indicates a lunch period but conditions make it impractical to enjoy same, the employee or employees involved will be paid prevailing overtime rate in lieu of his/her lunch period. The provisions of this section shall not apply to employees whose work day is designated on a measured task basis. In no instance shall payments be made for lunch periods not worked.
- F. Premium payments shall not be duplicated for the same hours worked.
- G. All of the above shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit and the Fair Labor Standards Act.

## **7. SPECIAL CONFERENCES**

- A. Formal inquiries from the Union or requests for special meetings will be directed to the Department concerned.
- B. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. Such conferences shall be held within seven (7) calendar days after the request is made.
- C. Conferences shall be held between the hours of 9:00 a.m. and 3:00 p.m. The members of the Union shall not lose time nor pay for time spent in such Special Conference.
- D. On certain matters (that concern employees of more than one department) conferences will be arranged through the City's Labor Relations Division.
- E. Within ten (10) calendar days of the date of the Special Conference, the Employer will submit to the Union a written position statement on the matters taken up in Special Conference.



## **8. GRIEVANCE PROCEDURE**

The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit.

Should differences arise between the City and the Union during the term of this Agreement as to the interpretation and application of the provisions of this Agreement, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to:

### **STEP 1:**

An employee, who believes that any provision of this Agreement has not been properly applied or interpreted, may discuss his/her complaint with his/her supervisor, with or without his/her steward. All parties shall discuss the complaint in a friendly and business-like manner and will make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his/her steward before any discussion with the supervisor. The supervisor shall make arrangements for the employee to be off the job to discuss the complaint with the steward.

In cases where the steward is involved, the steward shall be allowed time off the job without loss of time or pay to investigate and process grievances that may arise under this Agreement. This provision shall not be abused. An aggrieved employee desiring the services of the steward shall request permission from his/her supervisor, and permission shall be granted.

### **STEP 2:**

If the matter is not satisfactorily settled orally, a grievance may be submitted in written form by the steward to the Division Head. The written grievance shall set forth the nature of the grievance and disposition requested, the date of the matter complained of, identify the employee or employees involved by name and signature so far as diligent effort will allow, and the provisions of this Agreement that the Union claims the City has violated. The Division Head's written answer shall be presented to the steward within five (5) working days after receipt of the written grievance.

### **STEP 3:**

- A. If the Division Head's answer is not acceptable to the Union, the steward will refer the grievance to the Local Business Representative who may submit an appeal on an agenda listing the grievance(s) to be discussed with the Department Head or his/her designated representative.
- B. Within five (5) working days of the receipt of the appeal, the Department Head or his/her designated representative will make arrangements for a meeting with the Local Business Representative and Steward involved and one other City representative. The Department Head may also invite a member of the Human Resources Department to attend this meeting.

- C. The Department Head or his/her designated representative will answer the grievance in writing to the Local Business Representative within ten (10) working days from the date of the meeting at which the grievances were discussed. Management's written answer after the Third Step meeting shall briefly state the factors considered by Management in its decision regarding the grievance.

**STEP 4:**

- A. In the event the dispute is not settled by the Department Head, it may be referred to the Labor Relations Division, within ten (10) working days of receipt of the Department Head's written answer, for review. The Union's written appeal to the Fourth Step shall state the facts in dispute and/or reasons for dissatisfaction with Management's Third Step answer.
- B. The Appeal and Review hearing shall consist of two (2) representatives of the Union and two (2) representatives of the City.
- C. These hearings will be arranged according to need and any union representative who is employed by the City shall be allowed time off the job without loss of time or pay to attend hearings at Step 4.

The City shall submit a written answer to the Building Trades Council within twenty (20) working days of the Appeal and Review hearing on the grievance.

- D. If the grievance is not settled at Step 4 it may be referred to Arbitration (Step 5) within twenty (20) working days from the date of receipt of the City's answer at Step 4. All grievances not referred to Step 5, arbitration, within the prescribed time limits shall be considered settled based on the City's last answer.

**STEP 5: Arbitration**

Any unresolved grievances which relate to the interpretation, application or enforcement of any specific article or section of this Agreement, or any written supplementary agreements or letters and memoranda of understanding appended to this Agreement, and which have been fully processed through the last step of the Appeal and Review Board of the grievance procedure, may be submitted to arbitration in strict accordance with the following:

- A. Arbitration shall be invoked by written notice to the other party of intent to arbitrate. If the parties are unable to agree upon an ad hoc arbitrator within ten (10) working days of such notice, the party seeking arbitration will secure a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will then meet to mutually agree upon an Arbitrator from the list. If the party desiring arbitration fails to refer the matter to the Federal Mediation and Conciliation Service within a reasonable time, not to exceed ninety (90) calendar days of the notice of intention to arbitrate, the matter shall be considered settled on the basis of the last answer to the grievance.

- B. The Arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of this Agreement and he/she shall be without power and authority to make any decision:
1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.
  2. Concerning grievances appealed 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.
  5. Relative to position classification, whether permanent or temporary, which is in the jurisdiction of the Human Resources Department.
- C. Concerning matters of residency, which shall be determined in accordance with procedures established by the Civil Service Commission.
- D. No settlement at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
- E. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment or unemployment compensation subsequent to removal from the City payroll.
- F. The decision of the arbitrator in a case shall not require retroactive wage adjustment in another case except by express agreement of the parties.
- G. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union.
- H. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
- I. The expense of the arbitrator shall be shared equally by the parties. The aggrieved and his/her local representative shall not lose pay for time off the job while attending the arbitration proceedings. Arbitration wherever possible, shall be conducted on the location where the grievance originated.
- J. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this

Contract and any supplemental agreements which are or may become part of this Agreement and which are not excluded from arbitration.

- K. In case of dispute as to whether a pre October 11, 1947, employee is excluded from the provisions of Article 3, and the matter is subsequently referred to the arbitration step of the grievance procedure, the arbitrator, upon a finding that the employee is included, shall refer the matter back to the City for collection of all amounts due, and the employee shall not be suspended, discharged or dismissed until the arbitration award has been rendered and the parties have had a reasonable time [not to exceed sixty (60) working days] to comply therewith.

## **9. INFORMATION**

- A. The City shall make available to the Council, upon request, information necessary for the proper enforcement of the terms of this Agreement.

- B. **Use of Past Record:**

In imposing any discipline on a current charge, the department will not take into account any infractions which occurred more than eighteen (18) months previously.

## **10. SENIORITY**

- A. **SENIORITY** is hereby defined as the length of continuous service after initial date of legal certification to a position, the duration of which is ninety (90) calendar days or more, or is seasonal or after date of induction into the classified service as provided by law. Employees who are certified on or after July 1, 1978, and are not appointed within thirty (30) days of such certification shall have their appointment date recorded as their date of seniority and certification. Seniority, as defined above and in accordance with the Rules of the Human Resources Department incorporated herein by reference is established primarily to serve as a basis for the layoff and re-employment of employees. The above definition of seniority shall not restrict or limit the Union and individual departments from agreeing upon measures of seniority other than total City seniority (such as time with the department or seniority in the classification) for internal departmental purposes such as vacation selection, work assignments, overtime or other purposes where seniority is a factor as provided in the Master Agreement or any Supplemental Agreements. **Note:** Seniority is not the same as "service time" as utilized for the various economic benefit provisions.

No seniority employee shall suffer a reduced work week to enable the City to continue the employment of a non-seniority employee.

- B. The City will furnish to the Union on a quarterly basis, a seniority list showing each employee's name, address, department, classification, pension number, social security

number and total City seniority date. This information will be organized in a format mutually agreeable to the Union and the City.

- C. **Loss of Seniority:** An employee shall lose his/her seniority for the following reasons only:
1. He resigns or quits.
  2. He is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedures.
  3. He does not return to work when recalled from layoff as set forth in the recall procedure.
  4. He retires on regular service retirement.
  5. He does not return at the expiration of an approved leave of absence.
- D. **Suspension of Seniority Credit:** An employee shall not continue to accumulate seniority credit for the following reasons:
1. Leaves of absence exceeding one (1) year.
  2. Layoffs exceeding four (4) years.
  3. Other absences from active service specified in Human Resources Department Rules.
- E. Any employee who is absent from duty for three (3) consecutive work days without specific leave from his/her department and who fails to notify the Employer within those three days (except in cases of proven unabling emergency), shall be deemed to have quit his/her employment from City service and to have vacated his/her position. Any such absence shall be without pay unless otherwise approved by a subsequent action by the Employer.

Unabling emergency shall mean any physical or mental incapacity or other extenuating circumstances which prevented the employee from notifying the Employer of his/her inability to report to work. Terminations under this provision shall be treated in the same manner as resignations.

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

A. **DEATH BENEFITS:**

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

1. **MEMBERSHIP**

Mandatory for regular employees.

2. **CONTRIBUTIONS**

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

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

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

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

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

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

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

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

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

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

**C. GROUP LIFE INSURANCE**

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

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

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

4. **Benefits** - Dependents:

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

**D. ADDITIONAL OPTIONAL INSURANCE**

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

<u>Yearly Pay</u>	<u>Amount of Insurance Option 1</u>	<u>Amount of Insurance Option 2</u>
\$12,500 to \$15,000	\$15,000	\$ 30,000
\$15,000 to \$17,500	\$17,500	\$ 35,000
\$17,500 to \$20,000	\$20,000	\$ 40,000
\$20,000 to \$22,500	\$22,500	\$ 45,000
\$22,500 to \$25,000	\$25,000	\$ 50,000
\$25,000 to \$27,500	\$27,500	\$ 55,000
\$27,500 to \$30,000	\$30,000	\$ 60,000
\$30,000 to \$32,500	\$32,500	\$ 65,000
\$32,500 to \$35,000	\$35,000	\$ 70,000
\$35,000 to \$37,500	\$37,500	\$ 75,000
\$37,500 to \$40,000	\$40,000	\$ 80,000
\$40,000 to \$50,000	\$50,000	\$100,000
\$50,000 to \$60,000	\$60,000	\$120,000
And so forth in \$10,000 Increments	And so forth in \$10,000 Increments	And so forth in \$20,000 Increments

2. Subject to the agreement of and conditions determined by the current life insurance carrier, retirees shall have the option of converting all or part of their group life insurance to a life insurance policy at their own expense. Also, subject to the above conditions, employees who resign may continue their current coverage at their own expense. For retirees who elect to retain this coverage, the City shall deduct the premiums from their retirement checks on a monthly basis.

## **12. LONGEVITY PAY**

- A. Employees shall qualify for longevity pay as follows:
  1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of five (5) years.
  2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of eleven (11) years.
  3. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of sixteen (16) years.
  4. Employees may qualify for the fourth step of longevity pay, inclusive of the first, second and third steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.



5. Employees may qualify for the fifth step of longevity pay, inclusive of the first, second, third and fourth steps, provided they have served as City employees for an accumulated period of twenty-six (26) years.
  6. The first step of longevity increment shall be one hundred and fifty dollars (\$150). The second step of longevity increment inclusive of the first step, shall be three hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second steps, shall be four hundred and fifty dollars (\$450). The fourth step of longevity increment, inclusive of the first, second and third steps, shall be six hundred dollars (\$600). The fifth step of longevity increment, inclusive of the first, second, third and fourth steps, shall be seven hundred and fifty dollars (\$750).
- B. Employees who have qualified for longevity pay and have accumulated at least 1600 hours of straight time regular payroll hours of paid time during the year immediately preceding any December 1 date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any other date of qualification. Except for employees first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 1st.

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

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

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

The parties have reached an agreement with regard to health care plan changes in accordance with the MOU Re: City Alternative Health Care Proposal. However, the hospitalization, medical, dental and optical care benefits existing as of June 30, 2005, will be maintained until the

new health care design changes are implemented. That implementation date is to occur on or after July 1, 2006.

A. The City shall continue to provide hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service rate under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2.00) co-pay [three dollars (\$3.00) effective May 1, 1996] deductible Drug Rider for employees and their legal dependents, duty disability retirees and their legal dependents, duty death beneficiaries and their legal dependents, as provided by Chapter 13, Article 8 of the Municipal Code of the City of Detroit.

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

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

Fifty percent of any premium charges that exceed the above amounts shall be paid by the employees and fifty percent shall be paid by the employer.

C. Employees who wish to insure sponsored dependents shall pay the premium cost of this coverage.

D. The City will provide regular retirees and their spouses hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2.00) co-pay (Certificate #87) known as the two dollar (\$2.00) deductible Drug Rider as provided by City Council in the 1977-78 closing resolution. The City will pay this premium for regular retirees and their spouses for only as long as they receive a pension from the City. For employees who retire (except for vested retirees) on or after May 1, 1996, the co-pay for the Prescription Drug benefit shall be increased to three dollars (\$3.00).

For persons who retire on or after July 1, 1986, the City will pay up to the following amounts per month for hospitalization and medical insurance:

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

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

E. The City Blue Cross hospitalization plan for active employees and their dependents and retirees and their spouses shall include Blue Cross Master Medical Insurance with a twenty percent (20%) co-pay benefit and a fifty dollar (\$50.00) per person annual deductible (\$100.00 for two or more in a family).

- F. Employees and retirees shall have the option of choosing alternative hospitalization medical coverage from any plan or program made available by the City. The City's contribution to the alternative plans or programs shall be limited to the premium cost for the level of benefits provided in Paragraphs B and D, as applicable. If at the end of any fiscal year an alternative hospitalization plan or program has failed to enroll 50 employees citywide, the City shall have the option of removing that plan from the list of eligible plans or programs. Effective with the 1987-88 fiscal year, all alternate carriers must account for their premium charges without distinguishing between active and retired employees using the following format:

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

- G. The City shall provide for all active employees and their dependents a Dental Plan, which shall be equivalent to the Blue Cross/Blue Shield program which provides Class I benefit on a 25% co-pay basis and Class II and III benefits on a 50% co-pay basis. Classes I, II, and III benefits shall not exceed \$1,000 per person per year. In addition, Orthodontic coverage shall be on a 50% co-pay basis with a \$1,000 life time maximum. Other terms and conditions regarding these plans shall be in accordance with the standard Blue Cross/Blue Shield policies regarding administration of such programs.

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

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

- H. The City will provide Optical Care Insurance through the Employee Benefit Board, such benefit will include case hardened lenses. Employees will make a carrier selection during the enrollment period, which will be effective for the following two years. Effective July 1, 1999, through June 30, 2001, the City will contribute \$5.50 per month for employees covered by CO/OP Optical and \$5.43 per month for employees covered by Heritage Optical. Optical care enrollments will occur at two year intervals.
- I. If, during the term of this Agreement, a Federal Health Care Law is enacted the parties shall enter into immediate collective bargaining negotiations over the impact of such a law on the existing arrangements for funding and providing health care benefits.
- J. No insurance carrier shall be allowed to underwrite City Health Care Benefits unless it offers coordination of benefits. All carriers will be required to provide group specific utilization and cost data as a condition of doing business with the City. Copies of all information will be provided to Union and City representatives as directed.

- K. Effective July 1, 2000, employees on the active payroll who are covered by a health care plan offered by an employer other than the City, and can furnish proof of such coverage, may elect to take a \$950 cash payment, payable quarterly at the end of each three (3) month period, in lieu of the hospitalization-medical coverage offered by the City. This election shall take place annually during the open enrollment period.

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

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

## **14. SICK LEAVE**

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

The service month shall be as defined in the July 3, 1995, Finance Department Memo entitled Sick Leave Accrual Processing, a copy of which has been reviewed to the Union. All employees must be on the payroll for the entire month to be credited with sick leave.

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

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

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

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

<b><u>Sick Leave Days Used In Previous Fiscal Year</u></b>	<b><u>Bonus Vacation Days To Be Credited on July 1st</u></b>
0 - 2 days	3
2 ½ to 3	2½
3 ½ to 4	2
4 ½ to 5	1½
5 ½ to 6	½
More than 6	0

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

- F. Employees will have access to Departmental Leave Days in accordance with the Municipal Code and the Manual of Standard Personnel Practices. Permission will not be unreasonably withheld.
- G. The above shall be in accordance with Chapter 13, Article 5, Section 2 of the Municipal Code of the City of Detroit except as modified by this Article.

## 15. FUNERAL LEAVE

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

## 16. RETIREMENT PROVISIONS

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

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

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

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

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

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

- B. Retirement benefits shall be modified to include an optional coordination of benefits between regular retirement benefits and Social Security benefits for those employees who retire from the City with a regular retirement or the Actuarially Reduced 25 Year Option prior to becoming eligible for Social Security payments. Such coordination of benefits shall cause an approximate leveling of total monthly benefits derived from both the City's retirement system and Social Security without creating any additional actuarial costs.
- C. For employees hired on or after July 1, 1980, the vesting provisions of the City Retirement Plan shall require ten (10) years of service regardless of age in lieu of the "40 and 8" age and service requirement.
- D. For employees who separate from City service with a vested pension prior to reaching eligibility for a regular service retirement, time earned after July 1, 1988, shall not be factored into the formula for determining their pension benefit until they shall have attained age 62. This provision will not affect the current practice governing disabled employees.

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

- E. Employees who become eligible for a pension under the vesting provisions of the plan, shall be ineligible for any of the hospital, medical, optical or dental benefits provided for other retirees, spouses, dependents or beneficiaries.

- F. Subject to the provisions in Section O, employee contributions to the general retirement annuity fund shall be optional. Balances in the fund standing to the individual credit of employees discontinuing contribution shall be maintained with accumulated interest to be paid out to the employee upon separation from the City. Employees qualified under the pension vesting provision of the general retirement system may withdraw their annuity with accumulated interest upon separation.

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

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

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

The maximum amount of the Accidental Death Benefit as found in Chapter VI, Article VI, Part C, Section 1, Paragraphs B and C of the City Charter shall be increased from \$2,400 to \$5,700 per annum.



- K. Effective January 1, 1999, minor dependents under age 19 or permanently mentally or physically impaired dependent children who become impaired prior to age 19 of employees who die with 20 years of service without a surviving spouse shall receive a payment of \$9,000 per year which shall be divided equally amongst all eligible dependents. The payment will cease when the last minor attains age 19 or for mentally or physically impaired children at death. There shall be no retirement escalator for this payment.
- L. In addition to in-service death pension benefits which already exist for employees with 20 or more years of service, effective July 1, 1998, if a bargaining unit member dies after having attained 15 or more but less than 20 years of creditable service at any age below 60, the surviving spouse will be paid a 50% joint and survivor election. Dependent children, if there is no eligible surviving spouse, are to be paid a total of \$6,000, which shall be divided equally amongst all eligible dependents until the youngest child reaches age 19, or for life if a child is permanently physically or mentally impaired.
- M. The post retirement escalator factor shall increase from 2.0% to 2.25% of original base pension effective July 1, 1992.
- N. Employees shall have the option of selecting from two additional surviving beneficiary options of 25% and 75%.
- O. **Annuity Contribution Amounts:** The City will offer employees who choose to contribute to the annuity plan the option of 3% up to the Social Security maximum salary which, would then be increased to 5%, a straight 5%, or a straight 7% annuity contribution.
- P. Members of the bargaining unit shall have the option of belonging to the City's current defined benefit/defined contribution retirement plan or a new defined contribution retirement plan in accordance with the rules the City will issue for a defined contribution plan. The parties agree that the defined contribution plan the Executive Branch will propose for acceptance by the City Council, although not specifically detailed at this time, is intended to be primarily in accordance with the provisions which were last advocated in the Executive Branch in November-December, 1997.
- Q. Effective August 1, 1999, or the earliest date thereafter when all required agreements are reached between the City and other parties, the membership of the General Retirement System, Board of Trustees [Article II, Section 2, Subsection (1)] shall be modified to provide that one of the trustees is: "The Mayor of the City or his/her designated representative, ex-officio. Such designated person shall be a full time appointive or classified City employee."
- R. All Retirement and Pension Plan Provisions provided for by the City Charter and Municipal Code are incorporated herein by referral unless otherwise specifically modified by this Agreement and Ordinance 2-93, J.C.C. Page 133.

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

## **17. PRIVATE CAR MILEAGE**

### **A. Rates of Payment**

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

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

### **B. Definition of Reimbursable Mileage**

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

### **C. For City employees residing in Detroit and who report for work outside of Detroit on regularly assigned basis, the travel allowance shall be as follows:**

1. For employees reporting for work at North Service Center - \$5.00 per day travel allowance.
2. For employees reporting for work at Southwest Station - \$3.00 per day travel allowance.

3. For employees reporting for work at Ford Road Booster Station - \$1.50 per day travel allowance.
4. For employees assigned to Lake Huron Station - \$18.00 per day travel allowance. Employees permanently assigned to Lake Huron Station shall be ineligible for this payment 18 months after their assignment to this location.

**D. Accident Payments**

When an employee is involved in an accident while on City business resulting in damage to his/her automobile in excess of \$50, the City will pay for unrecoverable collision damage in excess of \$50 not to exceed \$250. Employees must furnish proof to their department of the time of an accident and the extent of the damages. Automobile accidents will be excluded from the City's regular small claims program.

- E. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his/her automobile is to be determined in supplemental agreements.
- F. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his/her normal working hours, he/she shall be required to furnish said car.
- G. In order to receive mileage reimbursement, an employee must actually use an automobile on City business.

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

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

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

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

the holiday; provided the employee continues on the payroll through the holiday in question and would otherwise be qualified for the holiday.

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

- D. If an employee is absent without just cause on a holiday on which he/she is scheduled to work, he/she shall receive no pay for the holiday.
- E. Double time will be paid for all hours worked on a holiday in addition to the straight time holiday pay due for a holiday as such.
- F. Premium payments shall not be duplicated for the same hours worked.
- G. Employees shall be granted eight (8) hours of "Excused Time" on Good Friday or the last eight (8) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of "Excused Time" on the last scheduled paid day before Christmas Day and before New Year's Day and for Veteran's Day, and the day after Thanksgiving, and Election Day as designated by the City Council, or an additional Swing Holiday in the event there is no designated Election Day, provided they are on the payroll through the excused time day in question. Employees required to work any portion of the "Excused Time" on these days will receive either equal time off for hours worked or additional pay at straight time for such hours at the option of the Department Head. No holiday premium will be paid for work on these days. When an employee is absent without good cause for the non-excused portion of the day, he/she shall forfeit this excused time for the day.
- H. For the purpose of this Article, an employee shall be considered off the payroll if he/she engages in a work stoppage which extends through a holiday. All benefits under this Article will be forfeited for the holiday or excused time in question.
- I. If a Holiday or Excused Time Day falls on Saturday, it shall be observed on the preceding Friday, and if a Holiday or Excused Time Day falls on Sunday, it shall be observed on the following Monday for all employees except those assigned to six and seven day operations. Should two (2) consecutive Holidays or Excused Time Days occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official Holidays.
- J. If an employee engaged in six or seven day operations works either the actual calendar holiday or the substitute holiday, he/she shall receive the holiday premium, but he/she will not be allowed to pyramid holiday premium for working both days.
  - 1. An employee assigned to a six or seven day operation may be scheduled off for the holiday on either the calendar holiday or the substitute holiday.

2. When an employee works both the calendar holiday and the substitute holiday, the day selected as a holiday for pay purposes shall be the day which allows the employee the maximum pay credit for working both days.
  3. If an employee works either the calendar holiday or the substitute holiday, but not both, he/she shall be paid holiday premium for the day worked.
  4. If an employee is off sick on the calendar holiday, or the substitute holiday, or both, he/she shall receive holiday pay in lieu of sick pay on one of the two days. If he/she works either of the two days, he/she shall receive holiday premium.
  5. If an employee is AWOL on the actual calendar holiday, but works the substitute holiday, he/she shall not be entitled to holiday pay or holiday premium.
- K. The City shall have the option to close all or part of its facilities for the Christmas and New Year's holiday season consistent with operating needs and the public service. Employees shall have the option of using vacation, swing holidays, compensatory time or no-pay for any days off during this period. If an employee has none of the above listed accrued time, departmental leave may be used if available. If an employee has no paid time accrued, and wishes to work, the City will make every attempt to place an employee in his/her department on a job assignment consistent with their job classification and ability to perform the work.

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

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

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

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

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

The City shall notify the Union by November 1st of each year of whether it intends to implement a holiday closedown.

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

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

## 19. VACATIONS

### A. **ELIGIBILITY:**

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

### B. **The vacation schedule shall be as follows:**

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

### C. **VACATION PERIOD:**

1. Vacations will, insofar as possible, be granted at a time most desired by employees according to their seniority and in accordance with local supplemental agreements.
2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day.
3. If an employee becomes ill while on his/her vacation, or prior to, his/her vacation shall be re-scheduled after proof of such illness.

Employees who are on extended sick leave of one (1) month or more on any July 1st date, shall, upon prior written application to the department head and the Finance Director, be

entitled to a lump sum payment in lieu of time off for all vacation leave earned during the preceding fiscal year.

**D. VACATION PRORATION:**

Employees who fail to accumulate the required sixteen hundred (1600) straight time Regular Payroll hours, those who die and those who are separated from the service, either temporarily or permanently, so that it is apparent at the time of separation that they will not accumulate sixteen hundred (1600) hours of straight time pay, shall be entitled to vacation leave before such separation computed as follows: 8.3 percent of the vacation credit of the previous July 1 multiplied by the number of calendar months in which employees have been paid for not less than one hundred and sixty (160) straight time Regular Payroll hours, and rounded to the nearest whole number. After sixteen hundred (1600) straight time hours are worked in a fiscal year, employees will be entitled to one-hundred percent (100%) of their next July 1 vacation. In the special situation employees who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one year anniversary date to the date of separation by 8.3 percent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

**E. CREDITING VACATION:**

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

**F. VACATION PRORATION - LAYOFFS:**

An employee who is laid off for an extended period of time beyond thirty (30) calendar days, will receive a lump sum bonus payment in lieu of any unused vacation credit including that accrued in the current fiscal year on a pro-rata basis according to Section 19-D.

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

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

- G. **RATE DURING VACATION:** Employees will be paid their current base rate while on vacation. Employees with multiple classifications shall be paid an average current rate of pay computed from the ratio of time worked in each classification over the fiscal year immediately preceding such vacation.
- H. If a regular pay day falls during an employee's vacation of one (1) week or more, he/she may request his/her check in advance before going on vacation and such request shall be granted.
- I. Employees will have one day of vacation converted to "Prior Compensatory Time" in July of each year. Liquidation will be in accordance with the rules for compensatory time. Employees must liquidate this time by the end of the fiscal year in which it is credited.

## **20. JURY DUTY**

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

## **21. SAVINGS CLAUSE**

If any article or section 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 shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## **22. UNION RESPONSIBILITIES**

- A. The Union agrees that it will take all reasonable steps to cause the employees covered by this Agreement, individually and collectively, to perform all duties, rendering loyal and efficient service to the very best of their abilities.
- B. The Union, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.



- C. The Union further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow-downs, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of City services.
- D. Any employee who participates in any of the above activities shall not be paid for such time and the Union agrees not to process any grievances regarding such matters.

### **23. REDUCTION IN FORCE**

If as a result of a reduction in force in a department, it is necessary to reduce the number of employees in a classification represented by the Union, such reduction in force shall be in accordance with the reduction in force provisions provided in Human Resources Department Rules in effect on July 1, 1986. Provisions for re-employment of laid off persons shall continue for four (4) years after layoff and separation from City employment.

### **24. UNEMPLOYMENT COMPENSATION – SUPPLEMENTAL UNEMPLOYMENT BENEFITS**

#### **A. UNEMPLOYMENT COMPENSATION:**

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

#### **B. SUPPLEMENTAL UNEMPLOYMENT PLAN:**

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

##### **Section 1.** Application for Supplemental Unemployment Benefits.

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

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

- a) such layoff
  - 1) was from the Bargaining Unit;
  - 2) occurred in a reduction in force;
  - 3) was not for disciplinary reasons and was not a consequence of (i) any strike, slowdown, work stoppage, picketing (whether by his/her bargaining unit or any

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

**Section 3. Powers and Authority to the City**

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

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

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

An applicant who meets all the eligibility requirements of this article shall be entitled to a weekly Supplemental Unemployment Benefit in the amount of forty-five (\$45.00) dollars.

**Section 5.** Duration of Supplemental Benefit

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

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

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

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

Upon retirement, or death with twenty (20) years of service, an employee shall be entitled to payment of sixty percent (60%) of their unused sick leave.

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

## **26. MISCELLANEOUS PAY PRACTICES**

- A. All salaried employees will have their hourly rate computed by dividing their annual salary by 2080 hours.
- B. Effective October 1, 1980, the basic step increment schedule for salary classifications shall be changed so that the annual increments will be five percent (5%) of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification.

Half steps shall be two and one-half percent (2-1/2%).

- C. Effective October 1, 1980, employees promoted from classes where the maximum of the old class is greater than the minimum of the new class, shall be entitled to a pay increase of two annual steps not to exceed the maximum of the new class.
- D. Effective July 1, 1980, employee benefits for those employees sixty-five (65) years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee, (e.g., coordination of Medicare/Medicaid coverage with City hospitalization coverage).
- E. Where by payroll error an employee is underpaid or overpaid, the City is expressly authorized to correct the underpayment or overpayment by payroll adjustment. The City shall notify an employee in writing fourteen (14) days prior to making any overpayment recovery.

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

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

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

- F. Bargaining unit members may participate in the City's Tuition Refund Program as administered by the Human Resources Department. Employees requesting a tuition refund should submit the applications to the Human Resources officer in their department.

The maximum amount of the tuition refund shall be as indicated below in accordance with the Tuition Refund Program policies as administered by the Human Resources Department:

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

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

## 27. WORKERS' COMPENSATION

- A. All employees shall be covered by the applicable Workers' Compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of and in the course of City employment shall be continued on the payroll and his/her time shall be charged to his/her sick leave reserve for all days not covered by Workers' Compensation payments; provided that in the absence of any sick leave reserve he/she shall be paid regular wages or salary to the extent of two-thirds of his/her daily wage or salary but for a period not to exceed seven (7) days; provided, also; that where the employee has a sick leave reserve and receives income under the Workers' Compensation Act, such income shall be supplemented by the City from his/her sick leave banks in an amount sufficient to bring it up to ninety-five percent (95%) of his/her weekly take-home pay. For the purposes of this article, take-home pay is defined as gross pay from the City less Social Security deductions, and less Federal, State and City income tax withholding amounts based on the employee's actual number of dependents. Employees shall be eligible to earn current sick leave.
- B. Employees who are unable to supplement their Workers' Compensation benefit from their off-time banks because the amount of overtime worked causes the benefit to meet or exceed ninety-five (95%) percent of weekly take-home pay, shall be treated like employees who are able to supplement for the purposes of hospitalization, life insurance and current sick leave. This provision does not apply to those employees who are unable to supplement because they have no time available in their off-time banks.
- C. Employees shall not be eligible for holiday pay nor earn additional vacation or reserve sick leave when they are being paid Workers' Compensation benefits.
- D. The City agrees to continue hospitalization and life insurance benefits for employees with one or more years of seniority who have been approved for Workers' Compensation benefits for a period of 9 months after they go off the payroll. Thereafter employees will be entitled to benefits, which accrue to them through the Pension Plan and the Income Protection Plan.
- NOTE:** In order to continue hospitalization and life insurance benefits, employees are responsible for their portion of the premium as required by the Contract. Those deductions will be made automatically while they remain on the payroll because they are supplementing. Once they leave the payroll, they must make arrangements with the Pension Bureau to pay those premiums in order to continue coverage.
- E. 1. Consistent with the Workers' Compensation Act and current City practices, the City shall continue its program of returning workers who suffered job injuries back to active employment to perform work tasks which are compatible with their current physical capabilities. To the maximum extent possible, employees will be returned to their former job classification in their former department, or if no such position is available, in another City department if they are presently able to perform the essential duties with or without reasonable accommodations.

2. If the employee is presently able to perform some but not all of the essential duties, but there is competent medical documentation that he/she will be able to perform all such duties within ninety (90) days, he/she may be placed conditionally in an available position in the classification subject to review at the end of this period. Work tasks assigned will be those compatible with present work restrictions.
3. If the employee cannot presently be returned to his/her former job classification, he/she will be placed in an appropriate available position in another classification on a temporary basis until such time as the employee is able to return to his/her former job classification or acquires permanent status in the alternate classification by action of the Human Resources Department. The duration of the temporary status shall be in accordance with the Workers' Compensation Act. During the temporary period, efforts will be made to place the employee in available positions consistent with their training and experience and current physical capabilities.
4. While employed in the alternate job classification, whether temporary or permanent, the employee shall be represented by the local union having jurisdiction over employees in that classification and at that location. However, residual seniority rights to the employee's former classification shall remain with his/her former local or other union. An employee in an alternate classification on a permanent basis continues to have a right to return to his former job classification in his former department when physically able to do so.
5. Employees returned to work under these provisions shall not be charged with absences for disciplinary purposes where there is medical documentation that such absences were caused and necessitated by the former job injury.
6. Employees will be eligible for wage increases granted to their alternate job classification.
7. Should a medical dispute arise between the employee's physician and the Employer's physician, a third physician will be mutually selected by the doctors and the third doctor's opinion shall be final and binding on the City and Union.

## **28. WAGES**

### **A. GENERAL WAGE INCREASE:**

- |   |   |   |
|---|---|---|
| <ol style="list-style-type: none"> <li>1. July 1, 2005</li> <li>2. July 1, 2006</li> <li>3. July 1, 2007</li> <li>4. June 30, 2008</li> </ol> | <p>0%</p> <p>-10%</p> <p>0%</p> <p>4% at 11:59 p.m.</p> | <p>See MOU Re: Concessionary Agreement)</p> <p>No retroactive amounts shall be attributable to any period between July 1, 2005 and June 30, 2008.</p> |
|---|---|---|

## 29. DURATION

This Agreement shall become effective upon the effective date of Resolution of Approval of the City Council as provided by law and shall remain in full force and effect until 11:59 p.m., June 30, 2008.

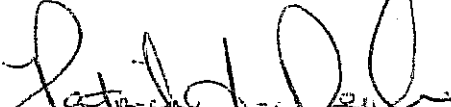
If either party desires to modify this Agreement, it may give notice to the other party as early as April 30, 2008.

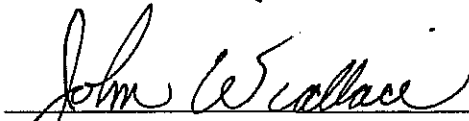
In the event the parties fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 2008, this Agreement will remain in effect on a day-to-day basis. Either party may terminate the Agreement by giving the other party a ten (10) calendar day written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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

Dated This 29<sup>th</sup> Day of August, 2007.

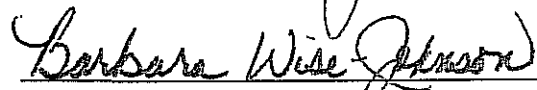
BUILDINGS TRADES FOREMEN

  
Patrick J. Devlin, Chief Executive Officer

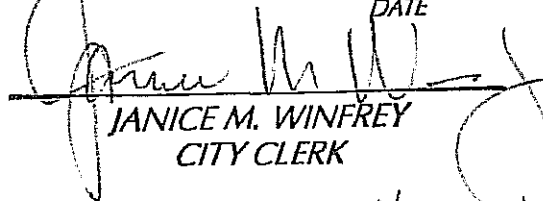
  
John Wallace, Business Representative

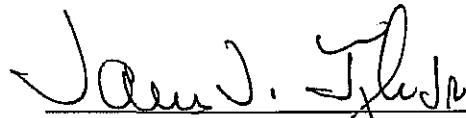
CITY OF DETROIT

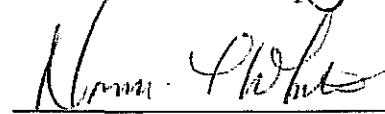
  
Kwame M. Kilpatrick, Mayor

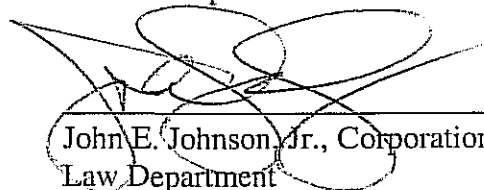
  
Barbara Wise-Johnson, Director  
Labor Relations

APPROVED AND CONFIRMED BY  
THE CITY COUNCIL 10-2-07  
DATE

  
JANICE M. WINFREY  
CITY CLERK

  
James Tyler, Jr., Director  
Human Resources Department

  
Norman K. White  
Roger Short, Chief Financial Officer  
Finance Department

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

# EXHIBIT I

## Bargaining Unit and Salaries

<b><u>Classification</u></b>	<b><u>7/1/05</u></b>	<b><u>6/30/08</u></b>
Bricklayer Foreman	\$25.65	\$26.68
Cable Splicer Foreman	\$29.33	\$30.51
Carpenter Foreman	\$25.51	\$26.53
Electrical Worker Foreman	\$28.00	\$29.12
Master Plumber	\$26.70	\$27.77
Millwright Foreman	\$25.08	\$26.09
Painter Foreman	\$22.88	\$23.80
Steamfitter Foreman	\$26.47	\$27.53
Assistant Electrical System Supervisor	\$56,800 - \$60,700	\$59,100-\$63,200
Electrical System Supervisor	\$70,900 - \$73,100	\$73,800 - \$76,100
Building Maintenance Subforeman	\$27.28	\$28.38
Building Maintenance Foreman	\$27.87	\$28.99
Operations Subforeman	\$27.29	\$28.39
Operations Foreman	\$60,900	\$63,400



## EXHIBIT II - HOLIDAY Schedule

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

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

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

The optional holiday season closing dates will be as follows:

- December 27, 28, 29, 2005
- December 26, 27, 28, 2006
- December 26, 27, 28, 2007

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND THE  
BUILDINGS TRADES FOREMEN**

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**RE: Cooperation With the Americans With Disabilities Act**


The parties acknowledge their joint and severable obligations to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) which became effective on July 26, 1992. The parties agree that no provision of the Labor Agreement shall conflict with the ADA.

Furthermore, as new administrative or legal rulings related to compliance with this legislation may be issued from time to time, the parties agree to cooperate and meet in special conferences to discuss concerns and attempt to work our problems associated with its operation.

And, notwithstanding the Savings Clause in the Labor Agreement, which provision requires the renegotiation of sections of the Labor Agreement under certain conditions, the parties agree that if they jointly conclude that a provision of the Labor Agreement or this Memorandum violates the ADA, they will renegotiate a replacement provision.

Dated This 29<sup>th</sup> Day of August, 2007.

  
\_\_\_\_\_  
John Wallace, Business Representative  
Building Trades Foremen

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND THE  
BUILDINGS TRADES FOREMEN**

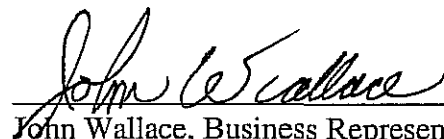
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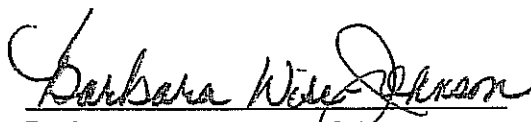
**RE: Trades Supervisory Position in Police Department**

During negotiations, the Union pointed out that a position in the Police Department, which has involved supervision of a number of tradesmen in several building trades, has previously been budgeted to and filled by an employee in the classification of Master Plumber. The position is currently vacant due to the recent retirement of the incumbent. The Union believes that the more appropriate allocation of the position might be Building Maintenance Foreman.

The parties have agreed to request the Classification/Compensation Division of the Human Resources Department to conduct a classification survey of the duties and responsibilities of the position and determine the proper allocation of the position, and to make their findings known to the parties.

Dated this 29<sup>th</sup> Day of August, 2007.

  
\_\_\_\_\_  
John Wallace, Business Representative  
Building Trades Foremen

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND THE  
BUILDINGS TRADES FOREMEN**

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


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

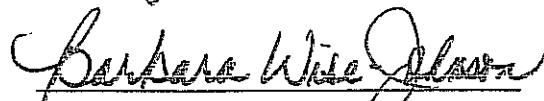
Such temporary placements shall be subject to the following conditions:

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

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

Dated This 29<sup>th</sup> Day of August, 2007.

  
John Wallace, Business Representative  
Building Trades Foremen

  
Barbara Wise Johnson, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND THE  
BUILDINGS TRADES FOREMEN**

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**RE: Labor/Management Committee**

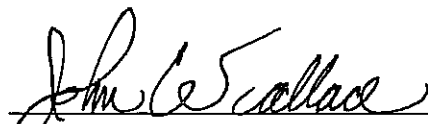
The parties acknowledge a need to establish a means for a continuing dialogue between management and union representatives to discuss and resolve matters that are of mutual concern, and to work cooperatively toward improving services, and the effective delivery of such services, to the citizen of Detroit.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

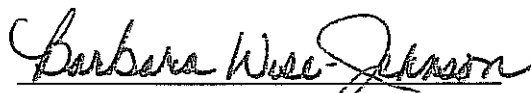
Composition of the Committee shall consist of the Business Representative, and up to three (3) other bargaining unit members, and up to three (3) management persons. Appointment of the union and management representatives shall be on an ad hoc basis; that is, committee members can be chosen based on the item(s) on the meeting agenda.

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

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

Dated This 29<sup>th</sup> Day of August, 2007.

  
John Wallace, Business Representative  
Building Trades Foremen

  
Barbara Wise-Johnson, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND THE  
BUILDINGS TRADES FOREMEN**

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**RE: Electrical System Supervisor (ESS) Training Program**

The intent of this program is to provide a process that will allow the Public Lighting Department (PLD) to train, evaluate and promote Trainees as selected by the Department to the title of Electrical Systems Supervisor (ESS).

It is understood and agreed to by the parties that the Trainee is a temporary position, and that upon successful completion of this program, and when a position becomes available, the Trainee will be promoted to the ESS classification.

The program will take up to eighteen (18) months to complete (unless otherwise agreed to by the Trainee and the Chief Electrical Systems Supervisor), and will be broken down into three (3) periods lasting six (6) months each. During each period the Trainee will receive study materials, training scenarios and on the job training, which the Trainee is expected to learn and will be evaluated on.


The Trainee will be evaluated by the ESS and the CESS every thirty (30) days to ensure a steady progression towards the ESS title. All evaluations will be done in writing on the ESS Trainee Evaluation Report form.

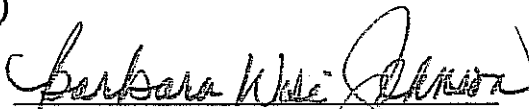
Three (3) failed evaluations at any time during the training program will eliminate the Trainee from the ESS Training Program at which time they will be returned to their principle title.

The current classification of Assistant Electrical Systems Supervisor (AESS) will be phased out. Employees holding this title will be given the first opportunity to participate in the program. If a current AESS fails to successfully complete the program, the employee will be reverted to the classification held prior to that of AESS.

The parties further agree that in an effort to resolve the recruitment and retention difficulties the Department faces in maintaining staffing levels for the ESS classification, it shall receive a \$4.50 per hour special wage adjustment, effective upon the establishment of this program.

Dated this 29<sup>th</sup> of August, 2007.

  
John Wallace, Business Representative  
Building Trades Foremen

  
Barbara Wise-Johnson, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND THE  
DETROIT BUILDING TRADES FOREMAN  
CITY WIDE UNIT**

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**RE: Wage Concessions**

The parties enter into this agreement for the purpose of reducing the number of regular pay hours of the membership by 10% during the temporary period July 17, 2006, through July 15, 2007. The regular pay workweek will be changed from forty (40) hours to thirty-six (36) hours during the period. Appropriate other contract changes consistent with this regular pay hours are also being agreed to and implemented. All of these changes are entirely temporary and shall immediately revert to their original state at the conclusion of the temporary period.

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

Effective July 17, 2006, through July 15, 2007, the regular workweek of the Union membership shall be reduced from 40 hours to 36 hours or from 80 hours to 72 hours. Work schedules reflecting this reduction shall be established at the discretion of the department based on operational needs.

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

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

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

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

**OVERTIME**

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

**RETIREMENT**

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

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

**VACATIONS**

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

**SICK LEAVE**

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

**LONGEVITY PAY**

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

**WORKERS' COMPENSATION**

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

**HOLIDAYS AND EXCUSED TIME DAYS**

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

One eight (8) hour day, four, seven (7) hour days per work week

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

Four nine (9) hour days per work week

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

Four eight (8) hour days and one four (4) hour day per work week

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



Nine (9) eight (8) hour days per two (2) week pay period

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

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

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

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

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

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

**COMMITMENT TO A FAIR AND EQUITABLE SETTLEMENT**

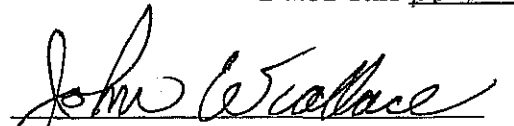
It is the City's goal and commitment to the DBTF to achieve a 10% reduction in scheduled work hours with all of our labor organizations. However, due to circumstances such as providing essential services to the public which must be delivered in an immediate manner, services that must be provided on a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

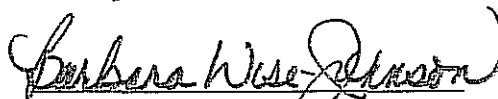
Employee who have previously taken the 10% reduction in scheduled hours and transferred or promoted into the DBTF bargaining unit and have completed a full year of reduced hours will not be subject to the 10% reduction as described herein.

The City further agrees that should the City reach an agreement with another non-Act 312 labor organization on a health care benefit plan that is more advantageous to the employee, such plan will be implemented for members of this Union.

Lastly, the City agrees that with respect to the complete terms of this Wage Concession Memorandum, this labor organization will not be disadvantaged as a result of a subsequent Wage Concession Memorandum agreement reached with any other non-Act 312 bargaining unit.

Dated This 29<sup>th</sup> Day of August, 2007.

  
John Wallace, Business Representative  
Detroit Building & Construction  
Trades Council

  
Barbara Wise-Johnson, Director  
Labor Relations

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND THE  
DETROIT BUILDING AND CONSTRUCTION  
TRADES COUNCIL, AFL-CIO**

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**RE: City Alternative Health Care Proposal**

1. This "City Alternative Health Care Plan" is conditioned upon the City achieving the specific cost saving objectives professionally-estimated and calculated to result from the implementation of all of the features contained in this proposal and based on beginning at the of the FY 2006 – 2007 benefit year. The health care benefit plan changes specified in the attached document will be effective, July 1, 2006. It is understood that the open enrollment may not be held prior to but will be held as soon possible to allow employees the opportunity to switch to other plans and/or add dependents. The attached "Alternative City Health Care Proposal" must be TA'd through the negotiation process and ratified by the union membership in sufficient time to meet a July 1, 2006 implementation schedule.
2. Contribution Structure: Effective with the coverage plan year beginning July 1, 2006, the employee's contribution towards the component premiums (i.e., one person, two persons, family), for the BC PPO plan shall be capped at 10% of the monthly premium, and for all HMO plans capped at 20% of the monthly premium. If the Blue Cross/Blue Shield Traditional plan as modified by the new plan design, continues to be offered as an option, it will be offered under the current premium sharing arrangement.
3. Effective with the Family Continuation Verification Period for the coverage plan year beginning July 1, 2006, in addition to the existing family continuation requirements, employees insuring family continuation dependents must also provide proof that the dependent is enrolled in an accredited school as a full-time student in order for that dependent to be eligible for continued coverage.
4. Employees insuring sponsored dependents under any plan shall continue to pay the entire premium for this coverage.
5. Effective with the coverage plan year that begins on or after July 1, 2006, in order to be eligible for coverage under all City of Detroit health care plans, all active employees and their dependents who are eligible for Medicare due to certain medical conditions as defined by Medicare must enroll in Medicare Parts A and B.

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

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

A. Health care and life insurance coverage start and end dates shall be as follows:

**Hospitalization:** Coverage begins on the first day of the first full pay period, and ends on the last day of the month that employment ends.

**Dental:** Coverage begins on the first of the month following the employee working six months, and ends on the last day of the month that employment ends.

**Optical:** Coverage begins on the first of the month following 60 days of service, and ends on the last day of the month that employment ends.

**Life Insurance and Death Benefit:** Coverage begins on the first day of the first full pay period, and ends on the last day of the month that employment ends.

**Supplemental Life Insurance Coverage:** Employees may opt for additional coverage up to either their actual salary or double their actual salary, rounded up to the nearest thousand. This would replace the Option 1 and Option 2 schedules for additional life insurance found in the Death Benefit and Life Insurance article of the Master Agreement.

B. **Opt-Out Program:** Employees will receive a monthly stipend.

C. **Pre-Tax Medical Premiums:** The employee's share of medical premiums will be shown and paid on a pre-tax basis.

D. **Employee Payroll Deductions:** Payroll deductions will be taken out equally during every pay cycle.

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

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

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

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