

CITY OF ROYAL OAK

AND

**SERVICE EMPLOYEES' INTERNATIONAL UNION
AFL-CIO, LOCAL 517M**

TENTATIVE AGREEMENT

July 1, 2010 through June 30, 2011

December 8, 2010

**CITY OF ROYAL OAK
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION
AFL-CIO, LOCAL 517M**

TENTATIVE AGREEMENT

July 1, 2010 through June 30, 2011

December 8, 2010

1. **Duration:** 1 year.

July 1, 2010 – June 30, 2011

Negotiations will begin no later than January 15, 2011 on a new contract

2. There will be an additional 4% employee contribution to the Pension Plan by all SEIU Members beginning the pay period which includes January 1, 2011.
3. Effective upon ratification the 10% health care premium co-pay contribution by all SEIU Members set forth below will begin subsequent to the agreed upon language for the Health Care LOA eligible Members.

Employees will pay ten percent (10%) of the premium per month for their healthcare choices. The City agrees to allow an open enrollment prior to the time that the 10% requirement takes place. The payment initially will be based on the June 2010 rates. The payment will be adjusted at open enrollment in Spring each year thereafter. A member may select to have this deduction made on a pre-tax basis.

4. The parties agree to ten (10) unpaid holidays and three (3) unpaid furlough days per fiscal year. The unpaid holidays will be:

Martin Luther King Day
President's Day
Good Friday
Memorial Day

Independence Day
Labor Day
Veteran's Day
Day after Thanksgiving
Christmas Eve
New Year's Eve

The furlough days shall be taken with the prior approval of the Department Head. There will be no reduction in longevity benefits, employee insurance benefits, vacation accrual, sick leave accrual, or the accrual of service credit as a result of these furlough days.

5. **Article 11 Section 1 (A) Overtime**

Add third Sentence:

"This banked time may be used in eight (8) hour blocks for unpaid holidays."

6. **Article 24 Section 1 Sick Leave**

H. After all sick leave is used, if the employee so elects, annual leave may be used as sick leave and regular payment made therefore to the extent of the annual leave to which the employee is entitled. Whenever absence due to illness exceeds the amount of paid leave earned and authorized, the pay of the employee shall be discontinued until he or she returns to work, subject to his/her ability to return to work and approval of the Department Head. An employee may give his/her personal business time or vacation time to another employee who has exhausted his/her accumulated time due to illness or injury. Arrangements for donating time to another employee must be approved through the Human Resource Department.

I. Employees approved for Family & Medical Leave may apply paid sick time toward such leave if consistent with sick leave language in this contract.

7. **Article 37 Leave Without Pay**

Section 5

Whenever absence due to illness or injury exceeds the amount of paid leave earned and authorized, the employee shall be placed on Leave Without Pay. Paid leave includes sick, vacation, compensatory and personal business

banks. Employees shall be placed on leave without pay after all banks are exhausted, subject to his/her ability to return to work and approval of the Department Head.

8. FMLA Language to replace Article 24 Section 1 (I) above

Eligible unit employees will be accorded family and medical leave in accordance with the provisions of the Family Medical Leave Act of 1993, as amended. Employees will be required to use sick, vacation and compensatory banks in that order during an FMLA leave. In no event, however, will an Employee be required to reduce their vacation banks to less than forty (40) hours. FMLA supersedes Article 24 Section 1 H and I and Article 37 Section 5 of the 2005-2010 expired SEIU CBA.

CITY OF ROYAL OAK

SEIU, LOCAL 517

James B. Ellis 12-20-10
BY: _____ DATE
Melanie Halas 12-20-10
BY: _____ DATE

BY: _____ DATE

BY: _____ DATE

banks. Employees shall be placed on leave without pay after all banks are exhausted, subject to his/her ability to return to work and approval of the Department Head.

8. FMLA Language to replace Article 24 Section 1 (I) above

Eligible unit employees will be accorded family and medical leave in accordance with the provisions of the Family Medical Leave Act of 1993, as amended. Employees will be required to use sick, vacation and compensatory banks in that order during an FMLA leave. In no event, however, will an Employee be required to reduce their vacation banks to less than forty (40) hours. FMLA supersedes Article 24 Section 1 H and I and Article 37 Section 5 of the 2005-2010 expired SEIU CBA.

CITY OF ROYAL OAK

SEIU, LOCAL 517

BY: DATE

Lee S. Collins 12-10-10

BY: DATE

BY: DATE

Barbara C. Bonney 12-10-10

BY: DATE

Scott Stiles 12-10-10

BY: DATE

Bill Y 12/10/10

BY: DATE

W. J. ... 12/10/10

BY: DATE

G. J. ... 12-10-10

BY: DATE