

**CITY OF ROYAL OAK**

**AND**

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

**TENTATIVE AGREEMENT**

**September 12, 2011**

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1. Duration: 2 year.

July 1, 2011 – June 30, 2013

Negotiations will begin no later than January 15, 2013 on a new contract.

2. Effective January 1, 2012 with no retroactivity, Healthcare – Community Blue – 3 / \$30 OV /\$30 Chiro / \$250 ER / \$10/\$40/\$80 Rx. Eliminate HMO options.

Employees will pay 10% of the premium per month for their healthcare choices. The payment initially will be based on the June 2011 rates. The payment will be adjusted at open enrollment in Spring of each year thereafter. A member may select to have this deduction made on a pre-tax basis.

3. The parties agree to six (6) unpaid holidays per fiscal year.

The parties have agreed to the following six (6) holidays being unpaid:

- a. Good Friday
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. New Year's Day

Members may use vacation, personal business, or comp time for these days.

Members of the bargaining unit may increase the maximum number of hours of compensatory time banked and used per fiscal year from eighty (80) to one hundred (100).

4. The Health insurance in retirement will be the plan noted in 2 above, or its equivalent, with the drug card noted above, except as noted in 5 below. The City may afford retirees available equivalent options at its discretion.
5. Healthcare in retirement to mirror healthcare for active employees, including prescription coverage. Should hospitalization and medical care benefits coverage provided to active employees cease for any reason, the insurance last covering the retiree will remain in effect.

There will be no premium sharing in retirement.

6. The healthcare in retirement provisions will only apply to individuals hired before July 1, 2007.
7. The parties also agree that should the City provide different healthcare coverage than noted above in paragraphs 2 and 5 in a negotiated agreement with any other City Union, except an Act 312 arbitration award, the Union may request to sit down and discuss that issue with the City to determine whether the level of coverage and percentage payments by employees provides better coverage. The Union may consider that option rather than the one provided under this contract.
8. Effective July 1, 2011, prospectively, the multiplier for the first 10 years of service will be 2.25%, for years 10 – 20, 2.5%. For all years of service after 20 years, the multiplier will be 2.2%.
9. No retroactivity. Effective with the first full pay period beginning after ratification, there will be a 2.5% wage reduction for all members of the bargaining unit. There will be a wage freeze provided in the 2012-13 fiscal year.
10. Mandatory direct deposit. Should the City eliminate pay stubs, prior notice will be provided to the Union. The parties agree that they will sit down and discuss this issue. The City agrees that at least one method of verifying direct deposit will be provided to members of the bargaining unit.
11. Healthcare premium costs for employees hired on or after July 1, 2011 shall include an employee share of 20%.

12. All necessary statutory language required by Public Act 9 of 2011 law will be incorporated into this agreement. This clause is inserted into this document pursuant to Public Act 9 of 2011 (MCL 423.215(7)-(9)). The parties did not mutually agree to this provision. By signing this agreement, the Union does not agree or acknowledge that this provision is binding on either the Employer or the Union. The Union reserves the right to assert, where appropriate, that this clause is not enforceable. Should Public Act 9 of 2011 be repealed, amended, modified or judicially limited in any way, this provision will be treated consistent with such act.

13. **Crew Leader: Article 38 – Out of Classification, Temporary Assignments:**

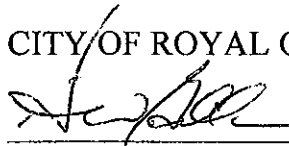
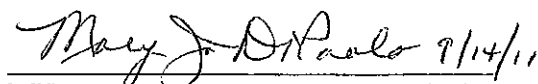
The following paragraph will be removed from Section 1.

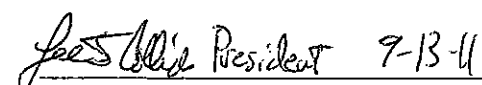
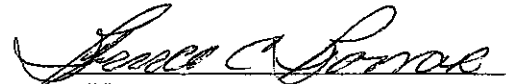
The Union proposes removing the following paragraph from Section 1 "A worker in the Highway Department who supervises three (3) or more employees on a highway project, is entitled to the pay of an entry leave Equipment Operator I for that work".

14. **Clothing and Boot Allowance:**

Combine \$280 charge account at Contractor's Clothing and \$120 boot reimbursement into a one-time payment of \$400.

15. The parties agree that the contract covering the period from July 1, 2010 through June 30, 2013 will be drafted and signed within ninety (90) days after ratification.

CITY OF ROYAL OAK  
  
BY: \_\_\_\_\_ DATE 9/14/11  
  
BY: \_\_\_\_\_ DATE 9/14/11

SERVICE EMPLOYEE'S INT'L  
UNION, LOCAL 517M – SEIU  
  
BY: \_\_\_\_\_ DATE 9-13-11  
  
BY: \_\_\_\_\_ DATE 9-13-11

RATIFIED ON 9/13/11  
