

City Initials: MPD
Union Initials: UAW
Date T.A.'D 8/6/17

programs for equal opportunity in employment regarding City employees.

28. DEFENSE AND INDEMNIFICATION OF EMPLOYEES

The City will defend and indemnify Employees against claims, demands, lawsuits, investigations, legislative investigations, legislative hearings, court proceedings, and/or administrative proceedings alleging acts committed while such Employees were in the good faith performance of their duties. The determination as to whether a claim arises out of the good faith performance of an Employee's official duties shall be made within sixty (60) days of notice of the claim being submitted to City Council. A contrary determination by City Council is not final and binding as provided by the Municipal Code of the City of Detroit, but shall be subject to review by an arbitrator pursuant to the arbitration procedure set forth in Article 8.J. The City shall promptly undertake the defense of an action on behalf of an Employee pending determination of the "good faith" question.

This provision shall otherwise be in accordance with Sections 13-11-3 through 13-11-5 of the Municipal Code of the City of Detroit.

29. CONFIDENTIAL EMPLOYEES

The parties agree that certain City employees are designated as confidential employees and are, therefore, to be exempt from membership in the bargaining units covered by this Agreement. These employees are those holding the positions as outlined in Article 2 (Union Recognition). The City will not designate other employees as confidential without the agreement of the Union President; but may, if the Union fails to so agree, petition the Michigan Employment Relations Commission to approve such designation.

30. COPIES OF THE AGREEMENT

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

31. UNEMPLOYMENT BENEFITS

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

32. FUNERAL LEAVE

- A. If a death occurs among members of the employee's immediate family the employee, provided he/she attends the funeral and submits documentation of such upon return to work, will be granted two (2) days leave not to be charged to sick leave. An employee may take an additional three (3) days of funeral leave to be charged against current sick leave and then reserve sick leave upon his/her request.
- B. **DEFINITION OF IMMEDIATE FAMILY:** The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, step-

City Initials: UAD
Union Initials: CB
Date T.A.'D 8/3/17

mother, step-son, step-daughter, grandchild, grandmother, grandfather, and a member of the employee's household that has had the same permanent address as the employee for at least one (1) year prior to the household member's death. "Household member" will not include temporary guests or visitors to the employee's home.

- C. If a death occurs among the relatives of the employee, the employee will be granted one (1) day leave, not to be charged to sick leave provided he/she attends the funeral and submits documentation of such upon return to work. If the funeral which the employee attends is more than 300 miles from the City of Detroit, the employee may extend the leave by two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.

D. DEFINITION OF RELATIVES: Relatives are defined as brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.

If the Local Union President is not available to attend the funeral of a City employee who is a member of his/her local, a representative of the Union, with proper notification to the Corporation Counsel, will be allowed one (1) funeral day, not to be charged to sick leave, to attend the funeral, provided he/she submits documentation of such upon return to work.

33. SICK LEAVE

- A. All employees who have completed three (3) months of continuous service will be granted one (1) day of sick leave for every service month in which they have worked 80% of their scheduled hours, not to exceed twelve (12) sick leave days in any one fiscal year. With respect to sick leave accrual, employees have the following, as applicable based on an individual employee's accrued time: (1) A Reserve Bank that consists of all reserve sick leave hours accrued on or before July 18, 2012, less any hours used from the Reserve Bank after July 18, 2012. The award of reserve sick days was eliminated as of July 18, 2012; (2) A Prior Bank that consists of any sick leave hours accrued on or before April 30, 2014. Additional accruals into the Prior Bank will be frozen as of April 30, 2014; and (3) a Current Bank that will consist of any sick leave hours accrued on or after May 1, 2014.

Current Banks will be capped at 480 hours, with no additional accrual unless the balance falls below 480 hours, and any accrual thereafter will not exceed the 480 hour cap. For employees on the personnel payroll system (PPS), Current sick leave hours up to 480 hours will be added to their Prior Bank instead of creating a third Current Bank. Sick leave usage will first be drawn from the Current Bank, followed by the Prior Bank and finally the Reserve Bank.

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

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

City Initials: Union Initials: Date T.A.'D 8/3/17**34. MISCELLANEOUS**

~~The parties recognize that employees are not eligible for overtime payments. In those circumstances where an employee's responsibilities require that he/she work an extraordinary number of hours beyond those worked in a typical workweek (e.g., trial preparation), the employee may request paid time off from his/her supervisor. The employee's supervisor will make reasonable efforts to accommodate the employee's request for time off following a period of extraordinary work efforts to the extent that such time off does not adversely affect the Department's operations. In all events, the employee's supervisor shall have complete discretion as to whether or not to grant a request for paid time off and to determine the amount of paid time off to be granted and the dates and times when the paid time off may be utilized. Disputes relating to this Article shall be subject only to Steps 1, 2 and 3 of the grievance procedure set forth in Article 8. Disputes relating to this Article shall not be subject to arbitration.~~

35. HOLIDAYS AND EXCUSED TIME OFF

- A. Employees will be entitled to the following seven (7) holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees will be granted eight (8) hours of "Excused Time" on Good Friday or eight (8) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of "Excused Time" on the last scheduled paid day before Christmas Day and before New Year's Day and for Veteran's Day, and the day after Thanksgiving. Employees will be paid holiday pay for excused time days, but if employees are required to work on such days, only straight time pay will be paid for hours worked.

Entitlement to swing holidays will remain discontinued.

- B. Employees will receive eight (8) hours straight time pay for the above mentioned holidays. ~~Where a holiday is concurrent with the employee's sixth or seventh work day, the Corporation Counsel will have the option of paying for the holiday or granting equivalent time off with pay with at least seven (7) days advanced notice to the employee and the Union where practicable. When the City elects to give the employee time off, said time will be granted at the request of the employee with the approval of the Corporation Counsel.~~
- C. An employee will be eligible for holiday pay or excused time pay provided he/she has received at least eight (8) hours of pay (exclusive of sick leave) the workday before and the day after the holiday or excused time day. Provided, however, the employee continues on the payroll through the holiday or excused time day and is otherwise qualified for the holiday or excused time day.

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

- D. If an Employee is absent without just cause on a holiday or excused time day on

City Initials: MB

Union Initials: CB

Date T.A.'D 8/17

which he/she is scheduled to work, he/she will receive no pay for the holiday.

- E. For the purpose of this Article, an employee will be considered off the payroll if he/she engages in a work stoppage which extends through a holiday or excused time day. All benefits under this Article will be forfeited for the holiday or excused time in question.
- F. If a holiday or excused time day falls on Saturday it will be observed on the preceding Friday, and if a holiday or excused time day falls on Sunday it will be observed on the following Monday for all employees except those assigned to six and seven day operations. Should two (2) consecutive holidays or excused time days occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, will be designated as the official holidays.
- G. The City will have the option to close all or part of its facilities for the Christmas and New Year's holiday season consistent with operating needs and the public service. Employees will have the option of using vacation, ~~swing holidays (if applicable)~~ compensatory time or no-pay for any days off during this period. If an employee has none of the above listed accrued time, departmental leave may be used if available. If an employee has no paid time accrued, and wishes to work, the Department will make every attempt to place an employee in his/her Department on a job assignment consistent with their job classification and ability to perform the work.

The City will determine optional holiday season closing dates and will notify the Union by November 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 will not be counted against the employees' attendance records nor adversely affect their benefits.

36. UNUSED SICK LEAVE ON RETIREMENT

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

Upon retirement, or death with twenty (20) years of service, Employees will be entitled to payment of sixty percent (60%) of their unused sick leave hours in their Reserve Bank (as defined in Article 32 of this Agreement) plus the sick leave hours accrued prior to July 18, 2012 in their Prior Bank (as defined in Article 32 of this Agreement), reduced by any sick leave that has been taken after July 18, 2012 from those Banks. All sick leave hours accrued after July 18, 2012 and remaining unused upon retirement or death will not be paid.

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

- B. The payments will be made as part of the Employee's Pension Program, or the

City Initials:

Union Initials:

Date T.A.'D 8/3/17

Employee's Benefit Plan, or through the Finance Department.

37. VACATIONS

- A. Members of the bargaining unit hired before September 28, 2010 shall be entitled to vacation leave with pay on the basis of one (1) day for ten (10) days of service. Total vacation leave earned may not exceed twenty (20) days per fiscal year, no matter how earned.

Members of the bargaining unit hired on or after September 28, 2010 shall be entitled to vacation leaves with pay on the basis of one (1) day for ten (10) days of service. Total vacation leave earned may not exceed fifteen (15) days per fiscal year no matter how earned.

- ~~B. Any vacation time scheduled and approved to be used between April 15 and June 30 and is subsequently canceled by management, shall be converted into prior compensatory time which must be used between October 1 and December 15 of the next fiscal year.~~

- C. Vacation hours are capped ~~at two hundred and forty (240) hours and accrual over this amount must be used before each September 30th of each year. Effective October 1, 2014, vacation hours will be capped~~ at one hundred and sixty (160) hours and accrual over this amount (exclusive of any vacation hours earned between July 1st and September 30th of the same year) must be used before September 30th of each year. Requests for vacation will not be unreasonably denied.

38. TEMPORARY ASSIGNMENTS

- A. The Employer reserves the right to assign employees to positions outside their classification on atemporary basis.

OUT-OF-CLASS ASSIGNMENTS:

1. For purposes of this Article, an employee is deemed to be working "out-of-class" if he/she is reassigned by management from his/her regularly assigned duties to perform duties and responsibilities not normally performed and characteristic of and requiring the qualifications of a higher classification. Assignment of some duties normally performed by an absent employee will not constitute an out-of-class assignment if such duties are appropriate to the classification of the person assigned.
2. If an employee is so assigned the duties of a higher classification to replace an absent employee for one or more consecutive work days, he/she will be compensated on an out-of-class basis at the rate for the appropriate classification for all such out -of-class hours worked.
3. For out-of-class assignments, the most senior pre-qualified employee will be offered the out-of-class work provided he/she is readily available and able to do the work. Pre-qualified will mean being on the most recent promotional list for the class. If there is no pre-qualified employee in the work unit, the out-of-class assignment will be offered to the most senior person provided he/she is readily available and able to do the work.
4. The parties recognize that out-of-class work assignments will not be used to circumvent

City Initials:

Union Initials:

Date T.A.'D

Handwritten initials and date: 9/3/17

established procedures for filling vacant positions by transfer or promotion as provided in this Agreement, nor will supervisors avoid out-of-class payment by arbitrarily alternating out-of-class assignments.

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

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

39. JURY DUTY

- A. Employees who serve on jury duty will be paid the difference between their pay for jury duty and their regular pay for all days they are required to serve on jury duty.
- B. In the event that an employee reports for jury duty but does not actually serve on a jury, he/she will be paid the difference between the jury pay received and his/her regular days' pay and be excused for the day.
- C. In order to receive payment for jury duty supplementation, an employee must be scheduled to work, must give reasonably prompt prior notice to his/her supervisor that he/she has been summoned for jury duty, and must furnish proof of service for the days for which he/she claims such payment.
- D. Jury duty will be considered as time worked. An employee on jury duty will be continued on the payroll and be paid at his/her straight time hourly rate for his/her normally scheduled hours of work.
- E. Upon return from jury duty, the City will deduct the amount received or due from such jury duty service from the employee's pay.

40. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL CARE INSURANCE

- A. During the term of this Agreement, employees will be eligible to participate in the group medical, prescription drug, flexible spending, dental, and vision plans ("Medical Plans") offered by the City. Unless the parties mutually agree otherwise, the City's 2014 medical plan designs ("Medical Plan Designs") will remain in place during the term of this Agreement.

For purposes of this Article, the term Medical Plan Design will collectively refer to deductibles, co payments (including prescription drug benefit co-payments), covered services, networks, and third party administrators or insurers.

City Initials: W
Union Initials: BCB
Date T.A.'D 8/9/17

B. Employees will be required to make monthly contributions for their benefits based upon the plan and coverage tier selected by the employee. Monthly contributions will be deducted from employee payroll disbursements on a pre-tax basis (if authorized by the employee) in accordance with applicable law.

1. For calendar year 2014, employees' monthly contributions under the City's Medical Plans will remain at the levels in place as of the effective date of this Agreement.
2. For subsequent calendar years during the term of this Agreement, employees' monthly contributions under the City's Medical Plans will be adjusted annually to the level necessary to maintain an 80/20 proportional share of the cost of the medical coverage, subject to the terms, conditions and limitations set forth in this Article. Under this cost sharing arrangement, the City will pay eighty percent (80%) of the costs of each coverage tier in the City's Medical Plans, and employees participating in each coverage tier will pay twenty percent (20%) of the costs for such coverage tier. Premiums will be calculated as follows:

Step 1. For the Health Alliance Plan ("HAP") health maintenance organization ("HMO") plan, participating employees will pay twenty percent (20%) of the premium charged by HAP for their selected coverage, plus twenty percent (20%) of the per capita administration costs. Such premiums will be established by HAP, subject to confirmation by an independent qualified actuary retained by the City ("Plan Actuary"). Anticipated administrative costs will be will be calculated in accordance with generally accepted actuarial principles, and will take into account actual and anticipated administrative costs, actual and anticipated fees and surcharges (including those associated with compliance with the Patient Protection and Affordable Care Act ("ACA") not otherwise included in the HAP premium), and any other relevant costs or factors as determined by the Plan Actuary.

Step 2. For the Blue Cross/Blue Shield ("BCBS") preferred provider organization ("PPO") self-insured plan, monthly contributions will be set such that employees in each coverage tier collectively pay twenty (20%) of the costs for that coverage tier. Such monthly contributions will be calculated by the Plan Actuary. Monthly contributions will be calculated in accordance with generally accepted actuarial principles, and will take into account medical and prescription drug claims experience from the prior fiscal year, inflation, actual and anticipated administrative costs, actual and anticipated fees and surcharges (including those associated with compliance with the ACA), and any other relevant costs or factors as determined by the Plan Actuary.

C. Except as provided in this Article, the extent of coverage under the City's Medical Plans will be governed by the terms and conditions set forth in the applicable Medical Plans offered by the City during the term of this Agreement. Plan documents may be modified or amended by the City from time to time in accordance

City Initials: MC
Union Initials: CB
Date T.A.'D 9/3/17

with the terms of the applicable plan documents, provided that such amendments do not violate the terms of this Article. Any questions or disputes concerning a breach of this Agreement by either party will be subject to the Grievance & Arbitration Procedures set forth in Article 8 of this Agreement. However, any questions or disputes concerning the denial of a claim or coverage will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents and will not be subject to the Grievance & Arbitration Procedures set forth in Article 8 of this Agreement.

- D. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to the City (excluding any liability that may result from a separate breach of this Agreement pursuant to Section C above), nor will such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to bargaining unit Employees or beneficiaries of bargaining unit employees.
- E. Except as set forth in this Article, during the term of this Agreement, the Medical Plans provided by the City will provide benefits to eligible bargaining unit employees with an actuarial value (as determined by the Plan Actuary) that would fall within the acceptable range for the "Gold" level as defined by the ACA. In the event that the actuarial value of the medical benefits provided under any Medical Plan provided by the City under this Article falls below the "Gold" level as determined by the Plan Actuary during the term of the Agreement, the City will meet and confer with the union to discuss potential modifications to the Medical Plan during the subsequent plan year to improve the actual value not the benefits to the "Gold" level.
- F. During the term of this Agreement, and in conjunction with the City obtaining renewal quotes for existing healthcare plan options, the Unions may offer alternative or additional health care plan options to the City that will not increase City cost or trend. Upon request, the City will provide the union with data utilized by the City and its actuaries, or utilized by Blue Cross Blue Shield of Michigan (or by the pharmacy benefits manager for the self-insured PPO option), to establish monthly contributions under such self-insured PPO benefit option. The Parties will meet to discuss such proposed options offered by the Unions but the City is under no obligation to implement any of the Unions' recommendations. The City agrees to provide the union with a summary of the basis for its rejection of the unions' proposed changes to health benefits.
- G. Notwithstanding any provision in this Article that could be construed to the contrary, this Article will not be construed to require the City to fall out of compliance with the requirements of Public Act 152 of 2011 MCL § 15.561 et. Seq. (PA 152). The City's Plan Accuracy will be responsible for periodically monitoring compliance with the requirements of PA 152. In the event that the Plan Accuracy determines that the City is reasonably likely to fall out of compliance with PA 152, the City will provide written notice to the union, and offer to meet and confer with union for a period no longer than thirty (30) days in order to discuss potential modifications to the terms of the Medical Plans or to the allocation of contribution to the cost of medical coverage by the City and the employees in order to comply with the requirements of PA 152.

To the extent the City and the Union are unable to reach an agreement. Within thirty (30) days, the City may make any necessary modifications to ensure

City Initials: MAPUnion Initials: CBDate T.A.'D 8/3/17

compliance with PA 152.

41. RETIREE MEDICAL BENEFITS

- A. Effective October 1, 2014, and each month thereafter during the term of this Agreement, the City will contribute toward the cost of retiree health benefits for active Coalition member employees an amount equal to two percent (2%) of the straight-time hourly earnings (and paid time-off, but exclusive of any overtime compensation, premium/differential payments, etc.) of active employees in the bargaining units represented by labor organizations participating in the Coalition (the "Retiree Medical Subsidy"). Such Retiree Medical Subsidy shall be contributed by the fifteenth of each month calculated on the straight-time hourly earnings by such active Coalition member employees in the second previous month to the month of payment. The City shall not be required to pay any additional amounts in connection with retiree health for Coalition represented active employees during the term of the Agreement, other than as specified herein. To the extent that the retiree health care benefit design and structure as set forth in Section B, below, is not in effect as of October 1, 2014 such contributions shall be contributed into a separate account and shall be transferred to the applicable arrangement created in accordance with Section B, as soon as practicable.
- B. The Coalition and the City shall jointly develop, by September 15, 2014, a retiree health care benefit design and structure (the "Retiree Medical Plan Design"). The City shall bear the costs of providing actuarial services to model and otherwise aid them in developing the Retiree Medical Plan Design. In the event they cannot agree to a Retiree Medical Plan Design by September 15, 2014, the Coalition and the City agree to mediate the matter before Mr. Martin Scheinman, with such mediation being held in Washington, D.C. The mediation will be limited to determining the Retiree Medical Plan Design for Eligible Retirees.
1. If Mr. Scheinman cannot mediate a consensual agreement on the Retiree Medical Plan Design by October 15, 2014, the parties will resolve any disputes concerning the Retiree Medical Plan Design by final and binding interest arbitration before Mr. Scheinman, in accordance with the then current Expedited Labor Arbitration Procedures of the American Arbitration Association, except as otherwise provided herein. The dispute will be submitted to the Arbitrator based exclusively upon the written submissions of the Coalition and the City in support of their respective proposals, to be filed no later than October 22, 2014.
 2. In resolving any dispute regarding the Retiree Medical Plan Design, the Arbitrator shall be required to select the final proposal of either the City or the Coalition and shall have no jurisdiction to deviate from those final proposals or consider or offer alternatives not advocated by the parties. Under no circumstances shall the Arbitrator have the authority to require any contributions or funding by the City in addition to the Retiree Medical Subsidy.
 3. The Arbitrator will be required to issue his decision on or before

City Initials: MC

Union Initials: UCB

Date T.A.'D 9/3/17

November 1, 2014. The fees and expense of the Arbitrator will be shared equally by the Coalition and the City.

- C. Employees who retire on or before to December 31, 2014 shall participate in the OPEB settlement available to existing retirees in accordance with the Plan of Adjustment in In the City of Detroit Case No. 13-53846. Employees retiring on or after January 1, 2015 ("Eligible Retiree") shall be eligible for retiree health care benefits based upon the Retiree Medical Plan Design developed in accordance with Par. B of this Article.

42. WORKERS' COMPENSATION

All employees will be covered by the applicable Workers' Compensation Laws.

43. DEATH BENEFITS AND LIFE INSURANCE

A. DEATH BENEFITS:

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

1. Membership will be mandatory for regular employees.
2. For the term of this Agreement, contributions will remain at the rate in effect as of the Effective Date of this Agreement.

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

1. A lump sum duty death benefit of \$10,000 will be paid to the beneficiaries or estate of employees who are killed or who die as a direct result of injuries sustained in the actual performance of their duties.
2. Employees who receive a permanent disability payment under this Article will be ineligible for the \$ 10,000 Duty Death Benefit described above.

44. COURT AND CASE EVALUATION SANCTIONS

- A. **Court Sanctions.** In accordance with Article 3 and Article 9, any attorney whose misconduct or negligence results in monetary sanctions being imposed on the City may be subject to progressive discipline, up to and including discharge, and the City may recoup the amount of the sanction up to a maximum of one thousand dollars (\$1000) from the attorney. Said amount may be deducted by payroll deduction. To the extent that just cause exists for discharging the attorney, he/she may be discharged for his/her first offense.
- B. **Case Evaluation Sanctions.** In accordance with Article 3 and Article 9, any attorney who fails to file and/or serve a Case Evaluation summary in compliance with applicable sections of the Michigan Court Rules, resulting in monetary sanctions being imposed on the City, may be subject to progressive discipline, up to and including discharge, and the City may recoup the full amount of the

City Initials: MM
 Union Initials: ACB
 Date T.A.'D 8/2/17

monetary penalty from the attorney by payroll deduction. To the extent that just cause exists for discharging the attorney, he/she may be discharged for his/her first offense. In the event that an attorney files and/or serves a Case Evaluation summary late for strategic reasons, the attorney will not be subject to the penalties set forth above, provided, however, that he/she obtains written authorization from his/her supervisor in advance of such late filing.

In the event any bargaining unit member within the contract retention period and without good cause files a late mediation summary, in lieu of the discipline provided for above, the attorney may elect to forego discipline and pay the penalty for the late mediation summary.

45. WAGES

A SEPARATE WAGE PROPOSAL PROVIDED TO THE UNION ON JULY 27, 2017

~~A. WAGE INCREASES:~~

~~1. Bargaining Unit members who were hired before July 21, 2013 shall receive the following base salary wage increase:~~

~~5% wage increase effective July 1, 2017~~

~~2.5% wage increase effective July 1, 2018~~

~~3% wage increase effective July 1, 2019~~

~~Note: The 3% wage increase is contingent upon extending the duration of the contract~~

~~0 5.0% wage increase effective thirty (30) days after ratification of this Agreement.~~

~~D 0% wage increase in 2015.~~

~~D 2.5% wage increase effective July 1, 2016.~~

~~D 2.5% wage increase effective July 1, 2017.~~

~~D 2.5% wage increase effective July 1, 2018.~~

~~2. SPECIAL LUMP SUM PAYMENT~~

~~Bargaining unit member who were hired before July 21, 2013 shall receive a lump sum payment of 2.5% of annual wage earning payable forty five days after ratification of the contract.~~

~~LUMP SUM PAYMENTS: During the calendar year 2015, employees will receive two lump sum payments in the gross amount of 2.5% of annual wage earnings, payable in two equal disbursements. The first disbursement of 1.25% will be made no later than July 15, 2015 and the second disbursement of 1.25% will be made between November 15, 2015 and December 1, 2015.~~

~~3. Bargaining Unit Member hired after July 21, 2013 shall receive the following base salary wage increase:~~

City Initials: MB

Union Initials: CB

Date T.A.'D 8/21/17

~~overall performance evaluation ratings, but in no event in excess of the maximum salary in the applicable pay range, in accordance with the following: Overall Performance Evaluation Rating~~

~~Meets Expectations Unsatisfactory/Needs Improvement~~

~~4%~~

~~Merit Pay Increase~~

~~2%~~

~~0%~~

~~Merit pay increases shall become effective annually on October 1 of each year of this Agreement. There will be no merit pay increase for 2014 and the first merit pay increase pursuant to the term of this Agreement shall become effective on October 1, 2015.~~

45. PERFORMANCE EVALUTIONS

A SEPARATE PROPOSAL PROVIDED TO THE UNION ON JULY 21, 2017

- ~~A. The employer will assess attorneys' performance using an annual Performance Evaluation which provides for ratings of "Pass" or Fail the evaluation of performance shall be an integral part of the responsibility of each supervisor under the Corporation counsel. It shall be the responsibility of the Corporation counsel to assure that performance evaluations of employees are made and used in an appropriate manner.~~
- ~~B. When an attorney receives an annual performance evaluation of fail", he/she will be placed on a performance improvement plan as outlined in Article 13, 2013.~~
- ~~C. The results of performance evaluations shall be considered in determining salary increase for meritorious service or denial of salary increases related to performance. Performance ratings may be used as a basis for termination or retention and as a factor in disciplinary actions including discharges.~~

City Initials: 

Union Initials: 

Date T.A.'D 8/3/17

~~2.5% wage increase effective July 1, 2018~~

~~3% wage increase effective July 1, 2019~~

~~Note: The 3% wage increase is contingent upon extending the duration of the contract~~

- ~~4. Notwithstanding the above wage increases, the Department has discretion to provide additional wage adjustment/increases it deems appropriate for any bargaining unit member.~~

~~C. LONGEVITY: All longevity payments will remain eliminated~~

~~D. MISCELLANEOUS:~~


- ~~1. All salaried employees will have their hourly rate computed by dividing their annual salary by 2080 hours.~~
- ~~2. Salary and Rate Adjustments:
 - ~~(a) The pay rates of hourly-rated employees will be rounded up to the nearest whole cent.~~
 - ~~(b) Each employee covered by this Agreement, whose wages are classified as a yearly salary with minimum and maximum rates more than \$20,000 annually, and which rates, as a result of any required change to be made to their wages causes the resulting amounts to fall between even hundred dollar levels, will have these rates adjusted to the next higher hundred dollar level.~~~~
- ~~3. When it is administratively feasible, the pay check for all employees will be transmitted via direct deposit or payroll debit card.~~

~~E. CORRECTION OF PAYROLL ERRORS:~~

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

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

46. PERFORMANCE IMPROVEMENT PLAN

~~THIS ARTICLE T.A'D ON JULY 18, 2017~~ 

- A. Employees exhibiting significant performance deficiencies that indicate an inability to perform the duties of the employee's current job specification may at any time be placed on a performance improvement plan upon a consensus recommendation of the attorney's supervisor, division chief or the Deputy Corporation Counsel, and the labor counsel to Law Department management, with final approval by the Corporation Counsel. The decision to place an employee on a performance improvement plan and the subject matter of the plan shall not be considered as

City Initials: MAP

Union Initials: BOB

Date T.A.'D 8/3/17

discipline or as part of the disciplinary process, and therefore, except as set forth below and in Article 8, disputes regarding same shall not be arbitrable.

- B. The performance improvement plan shall include written identification of the deficiencies in the attorney's performance, and a plan designed to allow reasonable supervisory review and supervisory feedback during the term of the plan. The improvement plans shall have an expiration date and upon expiration a final evaluation shall be provided. The performance improvement period may vary in length and the improvement period may be extended when appropriate. An extension shall not cause the total period of the plan to extend more than ninety (90) days.
- C. The fact that an employee is on a performance improvement plan does not relieve the employee from his or her obligation to perform his or her ongoing assignments adequately, subject to disciplinary actions as may be necessary. Management's decisions with regard to directing the work of the employee, judging the quality of the work product, and deciding all actions with respect to departmental operations, including a decision to discipline the employee for inadequate performance, if necessary, is not lessened or affected in any way because the employee is on a performance improvement plan. The full range of disciplinary penalties shall continue to be available for use by management during this period, including the application of appropriate progressive disciplinary penalties which may eventually result in the employee being demoted, or terminated by the Law Department for lack of adequate work performance. The labor agreement's just cause standards apply to any such discipline meted out while the employee is on a performance improvement plan, and any such discipline is subject to the grievance procedure.
- D. The decision to place an employee on a performance improvement plan and the subject matter of such a plan shall be subject to management discretion and shall not be grievable except as provided in Article 8. (O) of the grievance procedure, in the normal grievance procedure. The Union shall be advised, in writing, of the terms of every performance improvement plan. Upon advisement of the plan, the Union may, within three (3) business days, place its concerns in writing, to the Corporation Counsel requesting modification of the plan or that no plan be implemented. The Corporation Counsel shall respond in writing, within three (3) business days, to the Union's concerns. In the event the Corporation Counsel agrees that the plan is warranted, the plan shall take immediate effect.
- E. Employees failing to demonstrate acceptable improvement by the conclusion of the performance improvement period may be placed on an extended performance improvement plan or discharged. The decision to extend or discharge is within the sole discretion of the Corporation Counsel. However, the decision to discharge is arbitrable as set forth in Article 8. Specially, Article 8. (O) is not applicable to arbitrations for discharges resulting from a performance improvement plan.
- F. Employees who demonstrate overall satisfactory performance will be taken off their performance improvement plan. This action can be taken prior to the scheduled expiration date. It is understood, however, that if in the future the employee again exhibits significant performance deficiencies, he or she may again be placed on a performance improvement plan consistent with the terms of this Agreement.

City Initials: MDUnion Initials: CBDate T.A.'D 8/8/17**~~46. WORK PERFORMANCE~~**

~~The efficient operation of the Department depends, in large part, upon the work performance of its employees. Accordingly, the Department shall have discretion to determine whether an attorney is performing at a level sufficient to meet the operational needs of the Department. In the event that an attorney's work performance falls below the Department's expectations and the attorney fails to improve after receiving notice of his/her performance deficiency, the attorney shall be subject to discipline, up to and including discharge. The Department shall impose discipline based upon the severity of the attorney's performance deficiency, and in the event that such deficiency is particularly severe as determined by the Department, multiple notices shall not be required.~~

47. PRIVATE CAR MILEAGE REIMBURSEMENT**A. RATES OF PAYMENT:**

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

B. DEFINITION OF REIMBURSABLE MILEAGE:

1. Trips from home to headquarters and back home will not constitute reimbursable mileage.
 2. Trips in either direction between home or any officially designated point (when there is no specific headquarters) will not constitute reimbursable mileage.
 3. Trips from headquarters (or from the designated starting point if the employee has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, will constitute reimbursable mileage.
- C. In the event of an automobile breakdown during regular working hours, the time, which an employee is allowed for servicing and repairing his automobile is to be determined by departmental policies.
- D. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his normal working hours, he/s he will be required to furnish said car.
- E. In order to receive mileage reimbursement an employee must actually use an automobile on City business.
- F. Employees will be subject to the City's Private Car Mileage Reimbursement Policy, which may be amended from time to time. In case of conflict, the Policy will take precedence.

City Initials: 

Union Initials: 

Date T.A.'D. 8/17

48. LONG TERM DISABILITY BENEFITS (INCOME PROTECTION PLAN)

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

49. RETIREMENT BENEFITS

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

50. LABOR MANAGEMENT RESTRUCTURING COMMITTEE

~~There will be a Joint Committee including three (3) total representatives from the ORS Coalition Unions, three (3) total representatives from Public Safety Unions, and three (3) total representatives from the City.~~

~~The Committee will meet once a quarter. Meetings will be scheduled for three (3) hours and can be extended by mutual agreement of all committee members. The Committee will discuss issues related to the City wide restructuring efforts. The Committee will agree upon and circulate an agenda of items to be discussed during the quarterly meetings no later than three~~

~~(3) business days prior to the meeting. Committee recommendations will not be binding on the City.~~

~~Subject to applicable confidentiality restrictions and the availability of the information requested, the City will respond to reasonable, relevant information requests from the Committee related to the Committee's review of the City's restructuring activities.~~

~~Disputes relating to this Article are not subject to the grievance procedure set forth in Article 8.~~

51. MODIFICATION AND DURATION

It is agreed between the parties that this Agreement will be effective upon the approval of the **Financial Review Committee ("FRC")** ~~Emergency Manager and the Treasurer of the State of Michigan~~, and will continue in full force and effect until 11:59 P.M., December 31, ~~2018~~ **2020**.

If either party desires to modify this Agreement, it may give written notice to the other party as early as the month of June ~~2018~~ **2020** and the parties thereafter will bargain in good faith towards a successor agreement to take effect after December 31, ~~2018~~ **2020**. Any failure to bargain prior to expiration of this Agreement will not be subject to the Grievance and Arbitration procedure set forth in Article 8 and will not otherwise be subject to penalty.

City Initials: UAW
Union Initials: CB
Date T.A.'D 8/3/17

In the event the parties fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by December 31, ~~2018~~ 2020, this Agreement will remain in effect on a day-to-day basis. Either party may terminate the Agreement by giving the other party ten (10) calendar days written notice on or after December 31, ~~2018~~ 2020.

~~This Agreement will be effective and binding on the Union and the City as of June, 2014 and will continue in full force and effect through December 31, 2018~~ 2020 (the "Term").

~~This agreement, including the Term will be incorporated into and become a part of both the plan of adjustment and order confirming the plan of adjustment and will be subject to the post confirmation ongoing jurisdiction of the Bankruptcy Court for the full Term, including without limitation, whatever jurisdiction the Bankruptcy Court's retains to enforce the Term. This Agreement, including specifically, the Term, will be duly authorized and approved by and consented to by the Financial Review Committee ("FRC") Governor, the Treasurer and the Emergency Manager, with these consents reflected by duly authorized signatures.~~

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

Dated this day of , 2017.

FOR UAW, LOCAL 2211:

FOR THE CITY OF DETROIT:

Robyn Brooks, President

Michael E. Duggan, Mayor City of Detroit

Vice President

Melvin Butch Hollowell, Corporation Counsel

International Representative, UAW

Michael A. Hall, Director of Labor Relations

~~Office of the Treasurer of the State of Michigan~~

City Initials: WVEUnion Initials: ACEBDate T.A'D: 7/12/17**14. REDUCTIONS IN FORCE, LAY OFF, DEMOTION, AND RECALL**

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

B. If as a result of a reduction in force in the Law 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 as adopted by the Civil Service Commission in effect January 1, 2014.

Provisions for re-employment of laid-off persons shall continue for four (4) years after layoff and separation from City employment.

Employees who were laid off and are recalled to City employment retain seniority rights in accordance with the reduction in force and seniority provisions of the Master Agreement and are not considered new hires or reinstated employees, as those terms are used in this agreement.

C. **EMPLOYEE RECALL, REEMPLOYMENT AND RESTORATION RIGHTS:** Employees will be recalled for available positions in inverse order of layoff. The City's right to fill vacancies through transfer, promotion, or new hire will be done in accordance with the Management Rights or the Transfer and Promotion provisions of this Agreement.

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

1. Employees to be laid off will receive notice of layoff no less than two
(2) Calendar weeks prior to the effective date of the separation. A Union representative will be permitted to attend the notification meeting. A copy of such notice will be sent to the Union.

2. Employees displaced as a result of a reduction in force, will receive notice of displacement and/or layoff no less than two (2) calendar weeks prior to the demotion or separation. A Union representative will be permitted to attend the notification meeting. A copy of such notice will be sent to the Union.

City Initials: MEP

Union Initials: KEB

Date T.A'D: 7/14/17

3. Notice of recall or offer of reemployment to laid off employees will be sent by certified mail to the person's last address of record. It will be the responsibility of the laid off employee to notify the Human Resources Department immediately of any change of address. Failure of the laid off employee to report to Human Resources within five (5) calendar days of the date of the notice will be considered a voluntary quit and result in loss of seniority unless good cause for the employee's failure to report is shown.

4. Exceptions to the above notice requirements will be allowed in individual cases where the failure to give timely notice resulted from error or unforeseen circumstances beyond the control of management.



CITY OF DETROIT
HUMAN RESOURCES DEPARTMENT
LABOR RELATIONS DIVISION



COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE - SUITE 332
DETROIT, MICHIGAN 48226
(313) 224-3860 • TTY: 711
(313) 224-0738
WWW.DETROITMI.GOV

September 6, 2017

HONORABLE CITY COUNCIL

Re: Implementation of Increased Wages and Changes in Conditions of Employment for Teamsters, Local 214 at the Department of Transportation

The Labor Relations Division has recently reached agreement with Teamsters, Local 214, for its represented employees at the Department of Transportation, on a 2014 – 2018 labor agreement, effective August 21, 2017.

In accordance with the City's longstanding practice, we are, therefore, recommending that your Honorable Body authorize action to implement a change in Wages and Step Increases as outlined in the attached Schedule A. The complete labor agreement will be submitted to your Honorable Body as soon as it is ready.

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

Respectfully submitted,

Michael A. Hall, Director
Labor Relations Division



BY COUNCIL MEMBER _____ :

RESOLVED, that the 2017-2018 Official Compensation Schedules and employee wages be amended according to the foregoing letter and be it further

RESOLVED, that employees represented by Teamsters, Local 214, at the Department of Transportation, bargaining unit 8002, shall receive wage adjustments as recommended in accordance with the attached Schedule A, and be it further

RESOLVED, that the Finance Director is hereby authorized to honor payrolls and vouchers in accordance with this resolution and letter.

SCHEDULE A

ARTICLE 11 - WAGES

A. WAGE INCREASES:

- 0% wage increase in 2014.
- 0% wage increase in 2015.
- 0% wage increase in 2016.
- 2.5% wage increase effective 30 days after approval of the agreement by the Financial Review Committee.
- 2.5% wage increase effective July 1, 2018.

B. LONGEVITY: all longevity payments will remain eliminated

C. STEP INCREASES: Employees will be eligible for step increases during the term of this Agreement as set forth in Appendix F, provided that the Employee meets the minimum performance standards for his or her job. There will be no retroactive step increases.

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS ___ Modified ___ Delete ___

City Initials: ABUnion Initials: CMVDate TA'D: 7-28-2017

DEPARTMENT OF TRANSPORTATION**AGREEMENT**

This Supplemental Agreement is entered into between the City of Detroit, Department of Transportation (hereafter referred to as Employer or Department) and Teamsters State, County and Municipal Workers, Local 214 (hereafter referred to as the Union).

This Supplemental Agreement will cover all areas where Teamsters are employed at the Department of Transportation:

- (A) Material Management Division and Plant Maintenance and Construction Division of the Department of Transportation.
- (B) Traffic Sign and Parking Meter Shops in the Traffic Engineering Divisions: Plant Maintenance and Construction Division,
- (C) Traffic Investigation Unit in the Traffic Engineering Division.

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS ☐ Modified ☐ Delete ☐City Initials: AGUnion Initials: AmvDate TAD: 7/28/2017

PURPOSE AND INTENT

It is understood and agreed by both parties that this Supplemental Agreement does not subtract from the purpose and intent of the 2013-2018 City-Wide Master Agreement between the parties and applies only to terms and conditions of employment peculiar to the conditions of employment at the Department of Transportation and the Traffic Engineering Division. It is not binding on any other Department or Unit in the City of Detroit. To the extent that this Supplemental Agreement conflicts with the terms the 2013-2018 City-Wide Agreement, the terms of the City-Wide Agreement shall prevail.

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS Modified DeleteCity Initials: ABUnion Initials: AmulDate TA'D: 7/28/2017**ARTICLE 1 - STEWARDS AND ALTERNATES**

- A. The employees shall be represented by a Steward System consisting of, not to exceed a total of eight (8) ~~one (1)~~ Stewards and ~~one (1)~~ alternates-Department wide. ~~The Stewards and Alternates shall be allocated to work locations as follows:~~

<u>Work Location</u>	<u>Alternates</u>	<u>Stewards</u>
Material Management and Plant Maintenance and Construction Divisions	1	1
<u>Work Location</u>	<u>Stewards</u>	<u>Alternates</u>
Traffic Sign Shop	1	1
Parking Meter Shop	1	1
Traffic Investigator Unit	1	1

In absence of the Steward, the alternate shall represent the Union.

- B. These employee-representatives, during their working hours, without loss of pay, may present grievances under "Step 1(a)" of the Grievance Procedure to the Employer; after arrangements have been with their immediate supervisor or designated representative. ~~Where the matter involves imposition of disciplinary suspension or above, any grievances shall be filed at Step 2. This privilege shall not be abused.~~
- C. ~~In addition to the above Stewards, employees in the Teamsters Bargaining Unit may be represented by five (5) Chief Stewards, as agreed to in the Master Agreement. Chief Stewards will be appointed only by the Local Union President and will have the necessary time to act in their Union capacity without loss of pay and benefits as provided in the Master Agreement. They will serve on all grievance panels and at all special conferences.~~
- D. If a Chief Steward goes into a Division of the Department, he/she will advise the Division Head of his/her presence and the nature of his/her business. If it is necessary for a Chief Steward to speak to an employee about a grievance, he/she will notify the employee's immediate supervisor and arrangements will be made.
- E. ~~The Union will keep the Employer notified, in writing, of its current roster of Chief Stewards, Stewards and Alternate Stewards, and the Employer will not recognize any other union representative without official notification from the Union President.~~

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS Modified Delete City Initials: ABUnion Initials: AMVDate TA'D: 7/28/2017**ARTICLE 2 - SAFETY**

- A. To supplement the provisions of the Master Agreement, the Department shall continue to make provisions for the safety of it's ~~its~~ employees through the Departmental safety representative. Where special safety equipment such as hard hats, safety vests, safety glasses, respirators, rubber aprons and other items determined necessary by the Employer are required to perform a task, this equipment will be provided by the Employers.
- B. Foul weather gear consisting of ponchos-~~rain gear~~, gloves and rubber boots shall be provided for field personnel by the Employer on an as needed basis.
- C. Protective footwear meeting MIOSHA standards will be required to be worn by all employees covered by this agreement and supplied at the employee's expense, unless the classification is not required to do so by MIOSHA.
- D. Records of safety equipment and foul weather gear issued to individuals shall be kept by the Employer to insure return of this equipment. All employees shall be held accountable for safety and foul weather items issued to them.
- E. Should a complaint concerning employee safety arise, the complaint shall first be discussed at a meeting between the steward and the supervisor of the activity involved within twenty-four (24) hours of the alleged unsafe condition. If the complaint is not resolved at the first step, a ~~the~~ Chief Union Steward and the Departmental safety representative shall meet within two (2) working days to resolve the dispute in accordance with ~~Article 12 of the Master Agreement.~~
- F. When equipment defects which would make the equipment unsafe to operate are reported in writing or by the operator to his/~~her~~ immediate supervisor or ~~by the Department's accepted practices,~~ and this supervisor ~~or his/her designated representative~~ concurs in writing, the equipment will not be assigned until ~~release by the Vehicle Maintenance Garage responsible for the repair and maintenance of equipment~~ ~~released by Management or the maintenance shop responsible for repairs.~~ Should the equipment become involved in an accident due to mechanical defect, the Vehicle Maintenance Garage responsible for repairs will be notified and an immediate inspection of the equipment ~~will~~ be made.
- G. Equipment operators are responsible for any traffic violations and subsequent fines they receive for violations of motor vehicle laws. Traffic violation notices resulting from faulty equipment shall be immediately investigated and the Department shall be responsible for fines where investigation reveals the violation notice was issued through no fault of the operator.

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS Modified Delete

City Initials: AF

Union Initials: July

Date TA'D: 7/28/2017

ARTICLE 3 - CLASSIFICATION SENIORITY

Due to the technical skills involved in the activities of the various divisions of the Department, training, promotions and assignment of multi-classification employees shall be restricted to divisional lines. When changes in divisional operation procedure result in the reassignment of a dual or multi-classified employee to a lower title, he /she shall have preference for training in the class immediately below his /her highest title within the division.

~~A. For administrative personnel processes of the Department of Transportation, classification seniority shall be continuous service as defined in Personnel Department Rule VIII, Section 5 (a) through (g) and shall begin with the date the employee acquired permanent status in the classification. Classification seniority for dual titled employees shall be based on the date of entry into the lower classification. Classification seniority in divisions of the department shall be exercised for bids in selecting work assignments. An employee's voluntary separation from a classification shall terminate his accrual of classification seniority in that classification.~~

~~B. Classification seniority of the employee shall not be disturbed due to merger of departments or subdivisions. When permanent vacancies of a job category occur, employees may exercise their preference for said vacancies in accordance with classification seniority. The senior employee who bids shall fill such vacancy provided that they have the ability to perform the work assignment and an acceptable work and attendance record. Lateral shifts into the same job category in a different area shall not be governed by the above requirement.~~

~~C. The Department shall post all permanent job vacancies for period of seven (7) working days.~~

~~D. The Department may fill any job vacancies with any employee of equal or higher classification for a period not to exceed thirty (30) calendar days.~~

~~A. Classification seniority shall be continuous service as defined in Human Resources Rule VIII, Section 5 (a) through (g) and shall begin with the date the employee acquired permanent status in the classification.~~

~~B. Classification seniority in a work unit of a division of the department shall be exercised for bids in selecting vacation per shifts, and change of work location. The privilege of selecting a change in shift or work location shall not be exercised by an employee more often than once in a six (6) month period.~~

~~C. Employees with the highest classification seniority will be given preference in consideration for assignment in accordance with "Schedule A" attached. The privilege of selecting a change in regular work function shall not be exercised by an employee more often than once in a six (6) month period.~~

~~Classification seniority shall not be disturbed due to the merger of departments or divisions.~~

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS Modified Delete City Initials: AFUnion Initials: AAWDate TA'D: 7/28/2017**ARTICLE 4 - ASSIGNMENTS**

Employees may determine their work location preference when permanent vacancies occur according to the time spent in their present class in their respective division.

- A. The privilege of selecting a change of work assignment shall not be exercised by an employee more than once in a twelve (12) month period and shall only be exercised as permanent vacancies occur.
- B. Assignment of an employee to any task within his/her classification or a lower classification or tasks are incidental or directly related to his/her classification are normal job assignments. However, all assignments must conform to the concepts identified in Article 3.
- C. When permanent vacancies occur, employees may exercise their preference in accordance with classification seniority for assignment to the vacancy. The senior employee who bids shall fill such vacancy; provided, however, he/she has the ability to perform the work assignment. Lateral shifts into the same job in a different area shall not be governed by the above requirements.
- D. The Department shall post all permanent or permanent seasonal vacancies for a period of seven (7) working days. During the posting period, the Department may fill the vacancy with an employee of equal or higher classification for a period not to exceed thirty (30) days.
- E. Subsequent openings created by filling the posted vacancy shall be filled by "Employee Requested Transfer" from on file in the division where the vacancy occurs. These requests must be on file for seven (7) calendar days prior to the vacancy and will be honored in accordance with the employee's classification seniority so long as it does not adversely affect the operation of the division.
- F. In emergency situations where assignments of personnel are necessitated by conditions which are beyond control of the Department, assignments of personnel may be made in accordance with Article 19 of the Master Agreement.
- G. ~~Whenever any permanent or permanent seasonal job at the Traffic Sign or Parking Meter Shops is shut down for a period not to exceed thirty (30) calendar days, it shall not be required for management to reassign those personnel on a seniority basis. Those employees may be utilized as require at management's discretion for the duration of deactivation as long as the temporary assignment does not involve duties associated with a higher title.~~

Job assignments are defined as permanent or permanent seasonal on the basis of the following list:

PermanentPermanent Seasonal

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS Modified Delete City Initials: ABUnion Initials: QuellDate T.A'D: 7/28/2017

~~Stenciling~~ ~~Intersectional Marking~~
~~Paint Line~~ ~~Liner~~
~~Crib~~ ~~Symbol Marking~~
~~Sign Repair Truck~~
~~SNS Truck~~
~~Project Truck~~
~~Meter Field Repair~~
~~Major Meter Repair~~
~~Tower Truck~~
~~Salvage~~

- H. ~~When permanent field crew assignments are made, the crew will be maintained and will not be changed except due to absence, job elimination, equipment breakdown, weather conditions or departmental reasons.~~
- I. ~~The present incumbent assigned to a seasonal job will continue in that assignment unless he desires a change of assignments. In this case, he shall submit a request in writing no later than March 15th of each year. In case no employee bids for this seasonal assignment, the lowest seniority employee within the classification will be assigned.~~

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS ___ Modified ___ Delete ___

City Initials: AKUnion Initials: AmulDate TA'D: 7/28/2017

ARTICLE 5 - VACATIONS

- A. The Employer will establish the number of employees in each classification and for each assignment which will be granted vacations at any one time. This information will be posted on the employee bulletin board. If the Union feels that the number of vacations granted at any one time is not sufficient, it shall be a proper subject for Special Conference.
- B. Any request for vacation shall be ~~on a first come, first serve basis, subject to~~ approved based on seniority rights.
- C. All vacation requests shall require advance notice equal to the vacation time requested unless otherwise approved by the supervisor. Vacations of more than two (2) weeks may be granted by management upon written request.

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS Modified Delete

City Initials: AB

Union Initials: Chul

Date TAD: 7/28/2017

ARTICLE 6 - PROMOTIONS

- ~~A. In order to implement the language in the Master Agreement, promotions within the same classification series shall be made within the Teamsters Non-Craft bargaining unit.~~
- ~~B. Promotions or job assignment changes shall be open to all members of Local 214 on the following order:~~
- ~~(a) Within the Divisions~~
 - ~~(b) Within the Bargaining Unit - City Wide~~
- ~~C. Dual-titled employees, having as the higher title the one to which a promotion is to be made, shall have preference over an employee having as a single title the lower title of said dual-titled employee.~~

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS Modified Delete City Initials: ABUnion Initials: AndDate TA'D: 7/29/2017

ARTICLE 7 6 - DOWNBIDDING

- A. When a vacancy occurs in a classification for which an employee has submitted a downbid, according to the above noted requirements, the request will be honored before any promotions or permanent assignments are made, provided the employee requesting such downbid meets the qualifications for the classification and the department has a prequalified employee to move up per the Master Agreement.
- B. The employee who successfully meets the qualifications and is demoted in accordance with the above paragraph shall forfeit all classification seniority which was earned in the higher title.
- C. Such employee may not apply for promotion to the classification from which he/she downbid for a period of one (1) year. Exceptions to this provision may be made by mutual agreement between Union and Department.

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS ☐ Modified ☐ Delete ☐City Initials: ASUnion Initials: AmalDate TA'D: 7/28/2017

ARTICLE 8-7 DEVIATION FROM SENIORITY

Union officers, stewards or designated representative who are included in the grievance procedure shall head the departmental classification seniority list during their terms of office. This shall not restrict union officer, who are departmental employees, stewards or designated representatives from taking advantage of opportunities for promotions within the bargaining unit. However, in cases of promotions, they shall be promoted in accordance with the Master Agreement and not on the basis of their position on the departmental classification seniority list.

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS Modified Delete

City Initials: AB

Union Initials: Jan

Date TAD: 7/28/2017

ARTICLE 9 TRAINING

- ~~A. The Department shall offer training opportunities for positions in a higher classification to qualified employee within the Department on a classification seniority bid basis.~~
- ~~B. All employee in the Traffic Sign Shop will be offered yearly training in intersectional painting, thermoplastic installations and various types of sign installations. Any individual not willing to accept training will not be eligible for any overtime in that particular job function in which he did not demonstrate his/her continued skill and expertise.~~

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS ☐ Modified ☐ Delete ☐

City Initials: AS

Union Initials: Am

Date TA'D: 7/28/2017

ARTICLE 10 — CASUAL OVERTIME

~~Casual overtime is the continuation of employment beyond the normal service day. Where a task necessitates overtime service, the employee assigned to that task shall continue in the assignment, until its completion or until sooner relieved.~~

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS Modified Delete City Initials: ABUnion Initials: QWDate TA'D: 3-4-17

ARTICLE 11 8 - OVERTIME

- A. When overtime is to be worked, the Employer hereby agrees that said overtime will be scheduled in advance and said overtime will be rotated according to the employee's classification seniority.
- B. The Employer agrees to post overtime work no later than ~~Wednesday~~ **Thursday** prior to the weekend, except in an emergency. Emergency work which may occur shall be as defined within the Master Agreement.
- C. Overtime will be offered only to those individuals presently performing that specific job assignment or to those who have demonstrated their ability within the preceding 12-month period ~~as indicated under Article 9.~~
- D. Management will determine when overtime will be worked. Management reserves the right to deny any overtime assignment based on the employees inability to perform the work ~~as indicated under Article 9.~~
- E. It will be the responsibility of Management with the Union Steward to select employees within the required job titles to work overtime in accordance to the Union's guidelines regarding overtime assignments. Employees not selected to work an overtime assignment by Management and the Union, as a result of an error, will be reassigned to work the next available overtime assignment.
- F. The Department shall furnish and post a telephone number so employees who are working weekend schedules can notify their Employer if unable to report for work.
- G. Employees who do not report for scheduled overtime work must call in at least twenty-four (24) hours prior to starting time or may be subject to disciplinary action.
- H. ~~Overtime for laning and stenciling, at the Traffic Sign Shop will only be allowed to those individuals permanently assigned those specific job duties and will be exempt from normal seniority and rotation requirements.~~

CITY PROPOSAL**2014-2018 DOT Teamsters 214****Proposal Date: April 20, 2017**

AS IS ___ Modified ___ Delete ___

City Initials: JSUnion Initials: AndDate TA'D: 3-4-17

Call-In overtime for snow and any other work will be offered on a rotation basis to employees in a district holding status in the vehicle operator series. Employees called in the snow removal shall be selected in the following order:

1. Off snow list by rotation
2. By inverse order by seniority by district
3. The Department agrees to reasonably equalize the opportunity to work call-in overtime hours among qualified employees within each division in which the overtime occurs.
4. Employees shall rotate all call-in time by classification seniority. Call-in hours will be reduced to zero (0) each June 30th.

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS ☐ Modified ☐ Delete ☐City Initials: ASUnion Initials: CLVDate TA'D: 8-14-17**ARTICLE 12 — CALL IN TIME**

- ~~A. The Department agrees to reasonably equalize the opportunity to work call in overtime hours among qualified employees within each division in which the overtime occurs. If an employee is called in or back to their job, they shall receive a guaranteed four (4) hours pay at the appropriate rate.~~
- ~~B. Employees shall rotate all call in time by classification seniority. Call in hours will be reduced to zero (0) each June 30th.~~
- ~~C. When employees with departmental issued pagers are called, but do not answer within thirty (30) minutes, or refuses to work on a call in overtime assignment will be charged as if they worked.~~
- ~~D. When call in overtime is necessary the Steward for that work location will be called in provided there is work in his classification or other classifications in which he/she can perform.~~

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS ☐ Modified ☐ Delete ☐

City Initials: AB

Union Initials: QuV

Date TA'D: 7/28/2017

ARTICLE 13 9 - WORK BREAKS

Employees shall receive coffee breaks and lunch periods in accordance with present divisional policy and in accordance with the Master Agreement.

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS ___ Modified ___ Delete ___

City Initials: AB

Union Initials: Chall

Date TA'D: 7/29/2017

ARTICLE 14 BULLETIN BOARDS

~~A bulletin board shall be placed at each time clock or other suitable location which may be used by the Union. The boards shall be used only for the following notices:~~

- ~~(a) Union recreation and social affairs~~
- ~~(b) Union meetings~~
- ~~(c) Union elections~~
- ~~(d) Reports of the union~~
- ~~(e) Rulings or policies of the international union~~

~~Notices and announcements shall not contain anything political or of a libelous nature. All bulletin board material must be signed by the Steward. Any material not so signed may be removed by the employer.~~

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS ___ Modified ___ Delete ___

City Initials: ABUnion Initials: PaulDate TA'D: 7/28/2017**ARTICLE 15 — UNIFORM ALLOTMENT**

~~All personnel working in the Parking Meter shop are required to wear the official supplied uniforms while on duty. A clothing inspection will be held every six (6) months to provide for the necessary seasonal allotment. All worn out clothing which is supplied by the Department will be exchanged for new clothing.~~

~~Each employee in the Parking Meter Shop will be provided the following items:~~

- ~~5 shirts~~
- ~~4 pants~~
- ~~1 winter jacket~~
- ~~1 summer jacket~~

~~Protective footwear meeting MIOSHA standards will be required to be worn by all Traffic Sign Shop and Meter Shop Personnel and supplied at the employee's expense.~~

~~Traffic Sign Shop personnel will supply necessary work clothing out of their annual clothing allowance funds.~~

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS ☐ Modified ☐ Delete ☐

City Initials: JS

Union Initials: Adm

Date TA'D: 7/28/2017

ARTICLE 16 -- FIRST AID

~~The Department will supply a first aid kit for each vehicle in operation by employees. These kits will be available on a daily basis and shall be returned at the end of the shift.~~

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS ☐ Modified ☐ Delete ☐City Initials: AGUnion Initials: AWDate TA'D: 7/28/2017**ARTICLE 16 10 - MISCELLANEOUS**

The present policy of the Department of Transportation in the assignment pool of drivers will be continued. Wherever practical and possible, these assignments will be made on a seniority basis, and shall not be in conflict with ~~Article 20 regarding Maintenance of Standards~~, of the Master Agreement.

Tardy and temporarily excused employees shall accept any assignment in their classification available to them upon presenting themselves for employment.

Assignment of an employee to any task within his/her classification, or tasks that are incidental or directly related to his/her classification, or tasks that are incidental or directly related to his/her classification or Division are normal job assignments. Existing divisional policies shall remain in effect.

The department agrees that the use of multiple titles will only be exercised where work operations require employees to hold status in more than one classification.

If the equipment to which an employee is assigned is inoperable or his/her regular work function is temporarily discontinued, the parties recognize the right of the Department to assign the employee to duties within his classification according to the needs of the Department.

Should an emergency arise requiring the immediate services of an Equipment Operator, management may assign the task to a properly classified employee of the bargaining unit who is most immediately available. Should additional employees be required, Article 11 of this Supplemental will be implemented.

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS ___ Modified ___ Delete ___

City Initials: AB

Union Initials: Am

Date TA'D: 7/28/2017

ARTICLE 11 - WAGES

A. WAGE INCREASES:

- 0% wage increase in 2014.
- 0% wage increase in 2015.
- 0% wage increase in 2016.
- 2.5% wage increase effective 30 days after approval of the agreement by the Financial Review Committee.
- 2.5% wage increase effective July 1, 2018.

B. LONGEVITY: all longevity payments will remain eliminated

C. STEP INCREASES: Employees will be eligible for step increases during the term of this Agreement as set forth in Appendix F, provided that the Employee meets the minimum performance standards for his or her job. There will be no retroactive step increases.

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS Modified Delete City Initials: Union Initials: Date TA'D: 7/28/2017**ARTICLE ~~18~~ 12 – MODIFICATION AND DURATION**

~~This Supplemental Agreement shall become effective upon the effective date of the Resolution of Approval of the City Council as provided by law. It shall remain in effect for the same duration as the Master Agreement it supplements.~~

~~IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this~~
~~_____ day of _____, _____.~~

It is agreed between the parties that this Agreement will be effective upon the approval of City Council and will continue in full force and effect until 11:59 P.M., December 31, 2018.

If either party desires to modify this Agreement, it may give written notice to the other party during the month of September 2018.

In the event the parties fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by December 31, 2018, this Agreement will remain in effect on a day-to-day basis. Either party may terminate the Agreement by giving the other party ten (10) calendar day's written notice on or after December 31, 2018.

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

Dated This _____ Day of _____, ~~2002~~ 2017.

TEAMSTERS, STATE, COUNTY AND
MUNICIPAL WORKERS, LOCAL #214

CITY OF DETROIT

Joseph Valenti Jr., President
Teamsters, Local #214

~~Coleman A. Young,~~ Michael Duggan,
Mayor

Ronald D. Bush, Vice President
Teamsters, Local #214
Bobby Ligon, Chief Steward
Teamsters, Local #214

Roger N. Check, Interim Deputy Director
Michael A. Hall, Director
Labor Relations Division

Vernon Williams, Chief Steward

Joyce Garrett, Director

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS Modified Delete

City Initials:

X8

Union Initials:

QWV

Date TA'D:

7/22/2017~~Teamsters, Local #214~~~~Personnel Department~~~~Denise Starr, Director~~~~Human Resources Department~~~~Louis Elrod, Steward~~~~Teamsters, Local #214~~~~Bella I Marshall, Director~~~~Finance Department~~~~Shirlene Burns, Steward~~~~Teamsters, Local #214~~~~Donald Pailen, Corporation Counsel~~~~Law Department~~~~Bernard Peterson, Steward~~~~Chief Steward~~~~Robert C. Polk, Director~~~~Dan Dirks~~~~Department of Transportation~~~~Nim Spencer, Steward~~~~Teamsters, Local #214~~

CITY PROPOSAL

2014-2018 DOT Teamsters 214

Proposal Date: April 20, 2017

AS IS ☐ Modified ☐ Delete ☐City Initials: ABUnion Initials: AmvDate TA'D: 7/28/2017**MEMORANDUM OF UNDERSTANDING****BETWEEN THE
CITY OF DETROIT
DEPARTMENT OF TRANSPORTATION
AND
LOCAL 214, TEAMSTER**

~~As a result of Supplemental Agreement negotiation it was agreed among the parties that Article 11E, Overtime, will be placed in the Agreement for a six month trial period from the date of agreement. Should this Article be abused during the trial period it will be subject to re-negotiation. Should no abuse occur, it will become permanent language in the Supplemental Agreement.~~

DATED THIS _____ DAY OF _____, 1990.

Ronald Bush, Vice President
International Brotherhood
Of Teamster, Local 214

Robert C. Polk, Director
Department of Transportation

CITY PROPOSAL**2014-2018 DOT Teamsters 214****Proposal Date: April 20, 2017**AS IS Modified Delete City Initials: ABUnion Initials: DMVDate TA'D: 7/28/2017**MEMORANDUM OF UNDERSTANDING**

**between the
City of Detroit
Department of Transportation
and
Local 214, Teamsters**

Due to the City of Detroit's Bankruptcy Petition and Plan of Adjustment, the 2014 – 2018 The Teamsters Local 214 Supplemental Contract with the Department contains negotiated wages for the first time. It is agreed by the parties, that in future collective bargaining agreements wages will negotiated in the Teamsters Master Agreement with the City of Detroit

The department will introduce new work rules during the contract period. Prior to the introduction of the new work rules the department will provide a copy to review and discuss with the union prior to the implementation of the new work rules.

DATED THIS DAY OF , 2017

Joseph M, Valenti, President
International Brotherhood of
Teamster, Local 214

Dan Dirks, Director
Department of Transportation



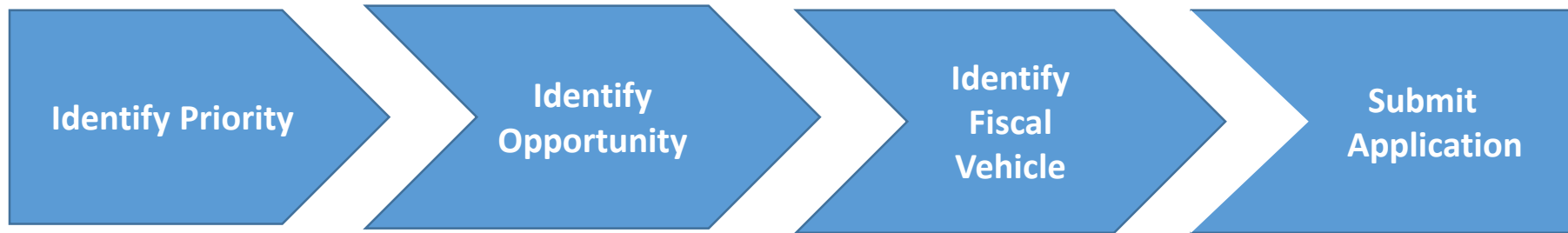
Office of Development, OCFO Financial Review Commission Presentation

September 25, 2017



Workflow: Grant and Donation Funding Lifecycle

Office of Development



- Public
- Private
- Corporate

- Track support for third parties
- Process for City

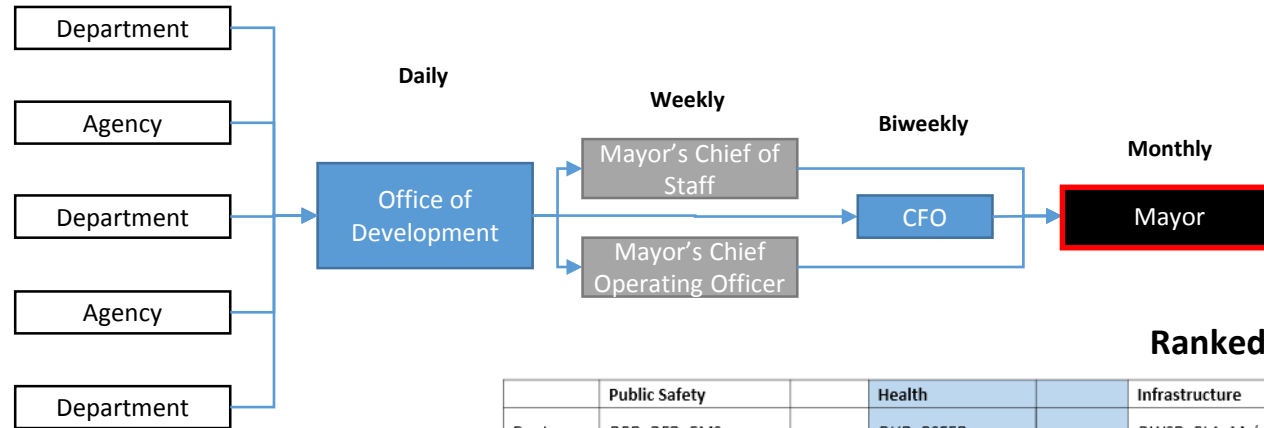


Office of Grants Management



Monthly Ranking Process

Biweekly, Monthly, Quarterly or Annual Dept Mtg Cadence



Ranked Mayoral Priorities Chart

	Public Safety		Health		Infrastructure		Housing		Planning		Transit	
Dept	DPD, DFD, EMS		DHD, BSEED		DWSD, PLA, Mobility		HRD, DBA, DLBA		PDD		DDOT, DPW, Airport	
Priority 1	Ceasefire	[\$670K]	Teen Pregnancy Clinics	\$2.2M	INFRA for DIFT	\$75M	Affordable Housing Leverage Fund	\$78M	Guidelines for Public Land Use	\$300K	Inner Circle Greenway Construction	[\$40M]
Priority 2	Neighborhood Police Officers	\$126K	Sister Friends/Make Your Date	\$690K	Mobility Transformation Program	\$1.35M	Choice Neighborhood	\$30M	Spirit Plaza 2.0	\$500K	Bike Share 2.0	\$1.5M
Priority 3	DYVPI	\$412K	Vision to Learn	\$500K	WRAP for Renters	\$1M	Community Land Trusts	\$350K	Mobility Module – Master Plan	\$800K	Bus Simulators (2X)	\$1.2M
Priority 4	Greenlight	[\$100K]	Ready2Learn	\$487K	Public Lighting Endowment	\$600K	Osborn Blight Pilot	\$1.92M	Design Excellence Fund	\$450K	Streetcar Restoration	\$80K
Priority 5	Business Protection/Prosecution Unit	\$1M	Youth Mental Health	\$49.5K			Rehabbed and Ready	\$1M	Warrendale-Cody Rouge RFP	\$250K		

	Economic Dev		Workforce		Technology		Administration		Community		Recreation and Education	
Dept	JET, DEGC		JET, DESC, Youth		DOIT, COMM, LEAN		Sustainability, OCFO, HR		DON, Faith, Ethics, Law		REC, GSD, Education	
Priority 1	Neighborhood Fund	\$3.1M	GDYT	[\$9.5M]	Digital Inclusion Projects	[\$200K]	Staff Recruitment support	\$600K	Clean Slate / Expungement	\$609K	Detroit Promise	\$1M
Priority 2	Motor City Match	[\$250K]	2 nd and 3 rd CTEs	[\$3M]	Detroit Revitalization Fellow	\$90K	Training Software Platform	\$1M	Volunteer Coordinator	\$90K	PRIP Phase II: Sports Courts	\$7.3M
Priority 3	Motor City Restore	[\$2M]	HS Work-readiness Counselors	[\$500K]	Untold Stories/ Neighborhoods.org	\$227K	Energy Manager	\$90K	Neighborhood Business Liaisons	\$235K	Recreation Centers in Schools	[\$1.2M]
Priority 4	Real Estate & Biz Attraction Capacity	\$1.4M	Detroit @ Work	[\$4.35M]	Serve Detroit Platform	\$1M	Civil Service Testing Support	\$183K	Angel's Night	\$60K	Scout's Hollow Camp	\$5M
Priority 5	Project Treadwing	\$248K	Re-entry Training Support	\$3M					Cities for Financial Empowerment	\$60K	Summer Camp Subsidies	[\$101K]

Top Mayoral Priority =

* Gap cost for 2017 calendar year

[] Gap cost for 2018 calendar year



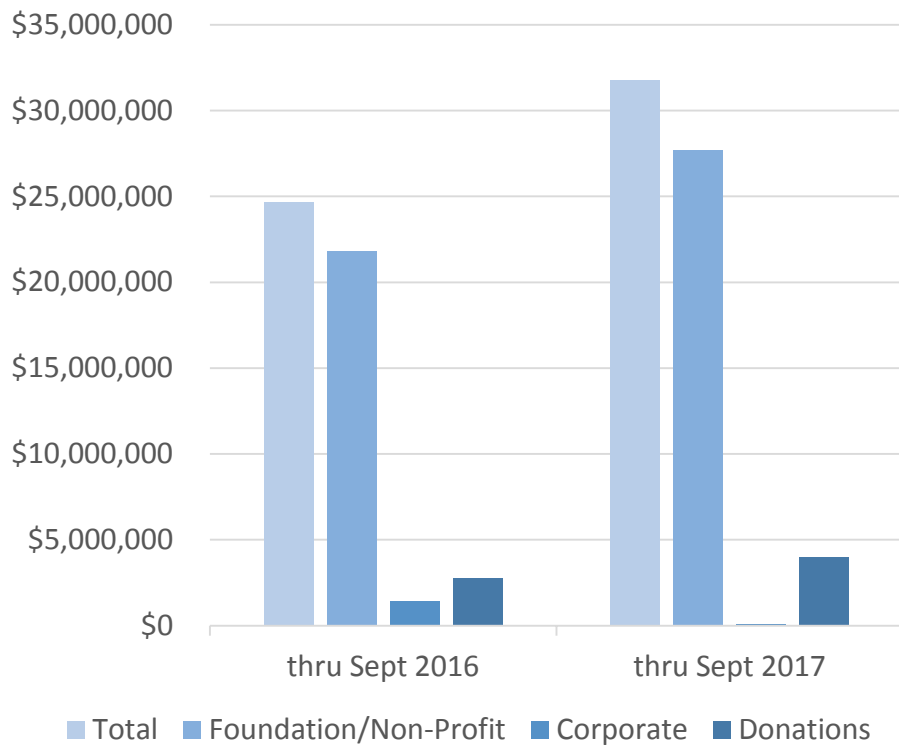


Private Funding Awarded: 2016 vs 2017

2016: **\$24.64M** directly raised thru Sept

2017: **\$31.75M** directly raised thru Sept

129% of Sept 2016 total raised to date

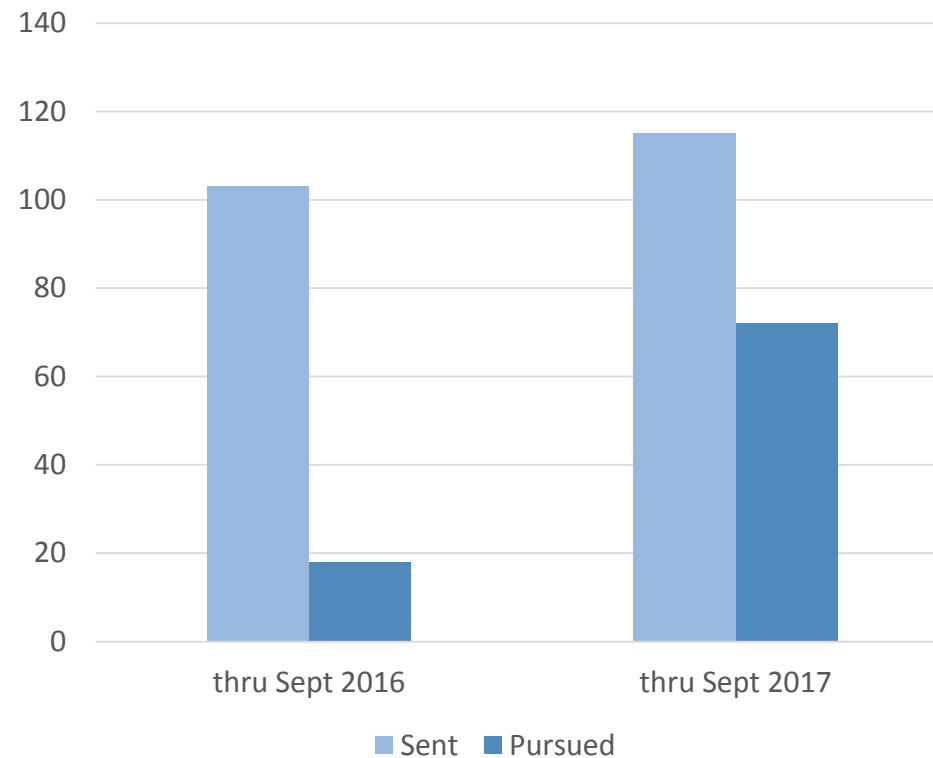


Grant Opportunities Missed: 2016 vs 2017

2016: 103 RFP opportunities sent, 18 pursued (**17.5%, 85 missed**) thru Sept

2017: 115 RFP opportunities sent, 72 pursued (**62.6%, 43 missed**) thru Sept

50% decrease in missed grant opportunities to date





Grants Submitted that Await Decision

Grant/Project Name	Funding Source	Dept	Value
2017 COPS Hiring	DOJ	DPD	\$1,848,066.00
Action Parks and Playscapes	Wilson Foundation	Rec/GSD	\$1,830,000.00
Adv Transportation & Congestion Management Technologies Deployment (Smart Streets)	FTA	DDOT/DPW/Mobility	\$2,182,500.00
AEDs (Automated External Defibrillators) for Detroit Fire Department	AED National Grants	DFD	\$84,950.00
Chandler Park Improvements	MDNR Trust Fund	Rec/GSD	\$299,000.00
Clean Slate	Art for Justice (Ford/Rockefeller)	Law/Health	\$400,000.00
Detroit Community Opioid Response Initiative	SAMHSA - DHHS	Health	\$1,990,000.00
Drive to Thrive	General Motors	DPD	\$105,000.00
Four Park Improvements	CFSEM/Pistons Palace Fund	Rec/GSD	\$125,000.00
Growth Accelerator Fund Competition (Limited Eligibility) - FY 2017	SBA	Mobility	\$50,000.00
Mariners Park Improvements	MDNR Trust Fund	Rec/GSD	\$100,000.00
Multi-Sport Parks	Ralph C Wilson Jr Foundation	Rec/GSD	\$5,840,000.00
O'Hair Park Improvements	MDNR Trust Fund	Rec/GSD	\$74,000.00
Project Treadwing	Wilson Foundation / NEI	Workforce	\$150,000.00
Promise Neighborhoods - Black Family Development Corp	DOE	Neighborhoods	\$25,000,000.00
Promise Neighborhoods - Focus: Hope	DOE	Neighborhoods	\$25,000,000.00
Rouge Brennan Park Improvements	MDNR Trust Fund	Rec/GSD	\$299,000.00
Rouge Park - Cozy Corner Improvements	MDNR Trust Fund	Rec/GSD	\$74,000.00
Rouge Sorenson Park Improvements	MDNR Trust Fund	Rec/GSD	\$299,000.00
Second Chance Act: Comprehensive Community-Based Adult Reentry Programs - FY 2017	DOJ	Workforce	\$1,000,000.00
Volunteer Coordinator	Quicken Loans Foundation/Skillman Foundation	Neighborhoods	\$50,000
Total			\$66,925,516.00
Private Grants			\$9,721,950.00
Public to 3rd Party			\$50,050,000.00
Public			\$7,020,566.00



Open Grant Opportunities and Deadlines

Grant/Project Name	Funding Source	Dept	Deadline	
Mission Related Investment, Affordable Housing	Ford Foundation	HRD/JET	Rolling	\$1,000,000,000 (loan fund)
INFRA - Detroit Intermodal Freight Terminal	FTA	PDD	11/02/17	\$300,000,000
TIGER - Inner Circle Greenway	FTA	PDD/DPW	10/16/17	\$25,000,000
Bloomberg Mayor's Challenge	Bloomberg Philanthropies	Workforce	10/20/17	\$100,000 Part I, \$5,000,000, Part II
Art for Justice Fund	Rockefeller/Ford Foundations	Workforce/Law/Health	Rolling	\$200,000,000
Green Infrastructure - Great Lakes Region	Great Lakes Protection Fund	DWSD/Sustainability	Rolling	\$4,000,000
Choice Neighborhood	DOE	HRD	11/22/17	\$30,000,000
Financially Distressed Cities, Villages, Towns	MI Dept of Treasury	DDOT/BSEED		\$2,000,000
Our Town	NEA	PDD	09/25/17	\$400,000
Parks Improvement	Finish Line Youth Foundation	REC/GSD	09/30/17	\$75,000
Volunteer Coordinator	Cities for Financial Empowerment	DON	09/14/17	\$85,000
"The Source" for Detroit	Kellogg Foundation	Workforce	09/30/17	\$250,000
Workforce / CTE / STEM	Flagstar, Westinghouse, Verizon, TCF Foundation	Workforce	Rolling	\$110,000
Grow Detroit's Young Talent	TXJ Foundation	DESC/Workforce	Rolling	\$25,000
African American Civil Rights Program	NPS	PDD/CPC	09/29/17	\$500,000
Total				\$365,810,000
Private Grants				\$7,910,000
Public to 3rd Party				\$400,000
Public				\$357,500,000



Questions?

Ryan Friedrichs

Chief Development Officer

City of Detroit

2 Woodward Avenue, Suite 1026

Detroit, MI 48226

313-770-7242

FriedrichsR@detroitmi.gov



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

NICK A. KHOURI
STATE TREASURER

DETROIT FINANCIAL REVIEW COMMISSION

CITY RESOLUTION 2017-23

APPROVING THE CITY'S SEPTEMBER 2017 CONTRACT REQUESTS

WHEREAS, Public Act 181 of 2014, the Michigan Financial Review Commission Act (the "Act"), allows for the creation of the Detroit Financial Review Commission (the "Commission") within the Michigan Department of Treasury; and

WHEREAS, Section 6(1) of the Act empowers the Commission to provide oversight for the City of Detroit (the "City") beginning on the Effective Date of the Plan of Adjustment; and

WHEREAS, Section 6(6) of the Act provides that during the period of oversight, the Commission review and approve the City's applicable contracts, as defined by Section 3(a) of the Act, and that an applicable contract does not take effect unless approved by the Commission; and

WHEREAS, at the Commission meeting on September 25, 2017, the City presented applicable contracts, attached as **Exhibit A** to this Resolution, for the Commission's review and approval.

NOW THEREFORE, be it resolved by the Detroit Financial Review Commission as follows:

1. That the City's September 2017, contract requests, attached as **Exhibit A** to this Resolution but excluding any contracts a majority of Commission members present has agreed to exclude as noted in the minutes, are hereby approved.
2. That the minutes of the Detroit Financial Review Commission meeting at which this Resolution is adopted take notice of the adoption of this Resolution.
3. This Resolution shall have immediate effect.

CITY OF DETROIT CONTRACT SUBMISSION TO FINANCIAL REVIEW COMMISSION
THE FOLLOWING CONTRACTS ARE BEING SENT TO THE FRC FOR REVIEW AND APPROVAL PURSUANT TO
SECTION 6, SUBSECTION 6 OF THE MICHIGAN FINANCIAL REVIEW COMMISSION ACT
For September 25, 2017 Meeting

Prepared By: Boysie Jackson, Chief Procurement Officer

City Council and Water Board Approvals Through September 20, 2017

	Department	Contract Number	Description	Contract Request Type	Competitively Bid? If not a New contract, was the original contract competitively bid?	Highest Ranked or Lowest Bid? If not a New contract, was the original contract the lowest bid?	BOWC or City Council Approval Date	Office of the Chief Financial Officer Approval Date	Comments
--	------------	-----------------	-------------	-----------------------	--	--	------------------------------------	---	----------

CONTRACTS GREATER THAN \$750K (Yes = Lowest Bid Unless Specified)

1	DoIT	6000945	Contract Amount: \$3,604,538.54 Contract Period: Upon FRC Approval through 7/1/20 Source: 100% City Funding Purpose: To Provide Citywide Microsoft Enterprise Software Licenses Contractor: CDW Government Location: 230 North Milwaukee Avenue, Vernon Hills, IL 60061	New	Yes	Yes	8/31/2017	9/25/2017	Contract services includes support for Windows, Office Pro Plus, Windows E3 and Enterprise Services as well as Data Center Licenses.
2	FIRE	3015251	Contract Amount: \$1,033,075.00 Contract Period: Upon FRC Approval through 7/31/18 Source: 100% City Funding Purpose: To Provide Wireless Modems and Antennas Contractor: Motorola Solutions, Inc. Location: 1301 E. Algonquin Road, Schaumburg, IL 60196	New	Piggyback off State MiDeal Contract	Piggyback off State MiDeal Contract	9/12/2017	9/25/2017	Purchase of Radios, Handheld and Remote with associated equipment for Police and Fire Department
3	GENERAL SERVICES	6000904	Contract Amount: \$11,088,842.43 Contract Period: Upon FRC Approval through 9/4/21 Source: 100% City Funding Purpose: To Provide Up-Fitting Services for Fleet Vehicles Contractor: Canfield Equipment Service, Inc. Location: 21533 Mound Road, Warren, MI 48091	New	Yes	Yes	9/19/2019	9/25/2017	Contract to install Technology and Electrical Equipment to Light Duty Fleet, 697 Vehicles.
4	GENERAL SERVICES	6000906	Contract Amount: \$1,054,629.30 Contract Period: Upon FRC Approval through 10/31/21 Source: 100% City Funding Purpose: To Provide Up-Fitting Services for Fleet Vehicles Contractor: Cannon Equipment Location: 51761 Danview Technology Court, Shelby Twp. MI 48135	New	Yes	Yes	9/19/2019	9/25/2017	Contract to install Non IT Equipment (i.e., Snow Plows, Salt Spreaders, Van Shelving, etc.) to Light Duty Fleet, 803 Jobs
5	GENERAL SERVICES	6000927	Contract Amount: \$854,186.00 Contract Period: Upon FRC Approval through 8/27/18 Source: 100% City Funding Purpose: To Provide Park Improvements and Renovations for Bale, Brewer and Marruso Parks Contractor: Michigan Recreational Construction, Inc. Location: 1091 Victory Drive, Howell, MI 48843	New	Yes	Yes	8/31/2017	9/25/2017	Park Improvements include Playground Equipment, Benches, Bike Racks, Picnic Tables, Trash Receptacles as well as Sidewalk and Field Repairs.
6	HEALTH AND WELLNESS	6000468	Contract Amount: \$1,515,633.00 Contract Period: Upon FRC Approval through 9/30/19 Source: 38.42% Federal, 61.58% State Funding Purpose: To Provide Health Related Services Contractor: Southeastern Michigan Health Association Location: 3011 W. Grand Blvd., Suite 200, Detroit, MI 48202	Amendment	Yes	Yes	9/12/2017	9/25/2017	Contract to add Grant Funding and Health Services (Zika Virus, HIV Ryan White, West Nile Virus Services, etc.
7	PUBLIC WORKS	17-5320	Contract Amount: \$750,000.00 Contract Period: 10/1/17 through 9/30/18 Source: Revenue (Federal Funding) Purpose: To Providing Funding for the Maintenance Management Center Contractor: Michigan Department State Highways Transportation	New	Revenue	Revenue	9/19/2019	9/25/2017	

CONTRACTS GREATER THAN \$750K -- continued (Yes = Lowest Bid Unless Specified)

8	TRANSPORTATION	6000928	Contract Amount: \$105,000,000.00 Contract Period: 9/27/17 through 9/26/22 Source: 80% Federal, 20% State Funding Purpose: To Provide 200 Transit Buses Contractor: New Flyer Industries Canada ULC Location: 711 Kernaghan, Winnipeg, MB R2C 3T4	New	Yes	Yes	9/19/2019	9/25/2017	
---	----------------	---------	--	-----	-----	-----	-----------	-----------	--

CONTRACTS GREATER THAN 2 YEARS

	Department	Contract Number	Description	Contract Request Type	Competitively Bid? If not a New contract, was the original contract competitively bid?	Highest Ranked or Lowest Bid? If not a New contract, was the original contract the lowest bid?	BOWC or City Council Approval Date	Office of the Chief Financial Officer Approval Date	Comments
9	POLICE	6000852	Contract Amount: \$131,785.70 Contract Period: Upon FRC Approval through 8/14/20 Source: 100% City Funding Purpose: To Provide Genetec License and Support on all Cameras, License Plates Readers and Hardware Accessories Related to DPD'S RTCC (Real Time Crime Center) Contractor: Federal Signal Corporation Location: 2645 Federal Signal Drive, University Park, IL 60484	New	Yes	Yes	8/24/2017	9/25/2017	
10	LAW	2917434	Contract Amount: \$275,000.00 Contract Period: Upon FRC Approval through 6/30/20 Source: 100% City Funding Purpose: To Provide Legal Services in Several U.S. District Court Cases Contractor: Allen Brothers, PLLC Location: 400 Monroe St., Suite 620, Detroit, MI 48226	Amendment	No	No	9/12/2017	9/25/2017	Law Department is permitted under City's Purchasing Ordinance to select special litigation support when required.

PREVIOUS CONTRACTS WITH 1 ENTITY, WITHIN 1 YEAR, GREATER THAN \$750K

11	OCFO BUDGET	6000030	Contract Amount: \$106,132.00 Contract Period: Upon FRC Approval through 6/30/18 Source: 100% City Funding Purpose: To Provide Budget Application Enhancements, Training and Support Services for Oracle Planning and Budgeting Cloud Service Contractor: Applications Software Technology LLC Location: 1755 Park Street Naperville, IL 60563	Amendment	Yes	Yes	8/31/2017	9/25/2017	Contract for Position Budgeting, Closeout of FY18 Budget Cycle and necessary training of Oracle FRS Users.
12	GENERAL SERVICES	6000960	Contract Amount: \$320,000.00 Contract Period: 9/12/17 through 9/11/19 Source: 100% City Funding Purpose: To Provide Tree and Stump Removal Services Near and Not Near Overhead Wires Contractor: JE Jordan Landscaping Incorporated Location: 19415 W. McNichols, Suite V, Detroit, MI 48219	New	Yes	Yes	9/12/2017	9/25/2017	Contract for Removal of various sizes of Trees located in the City. Trees will be removed by City Personnel. Contract includes labor, equipment and materials.

	Department	Contract Number	Description	Contract Request Type	Competitively Bid? If not a New contract, was the original contract competitively bid?	Highest Ranked or Lowest Bid? If not a New contract, was the original contract the lowest bid?	BOWC or City Council Approval Date	Office of the Chief Financial Officer Approval Date	Comments
--	------------	-----------------	-------------	-----------------------	--	--	------------------------------------	---	----------

DEPARTMENT OF WATER AND SEWAGE CONTRACTS

CONTRACTS GREATER THAN \$750,000.00

			No Contracts Submitted for this Category						
--	--	--	--	--	--	--	--	--	--

CONTRACTS GREATER THAN 2 YEARS

			No Contracts Submitted for this Category						
--	--	--	--	--	--	--	--	--	--

WITH 1 ENTITY, WITHIN 1 YEAR, GREATER THAN \$750K

			No Contracts Submitted for this Category						
--	--	--	--	--	--	--	--	--	--



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RICK SNYDER
GOVERNOR

NICK A. KHOURI
STATE TREASURER

DATE: September 21, 2017
TO: Financial Review Commission Members
FROM: Kevin Kubacki, Financial Specialist – Financial Review Commission

SUBJECT: Contract Summary - September 2017 City of Detroit FRC Meeting

The City has submitted 12 contracts for review/approval at the September 25, 2017 commission meeting. These contracts have been vetted by the FRC Advisory Subcommittee on Contracts and Procurement. Additionally, all of these contracts have been approved by the Office of the Chief Financial Officer, and where required, City Council. Each contract is summarized below:

Contract 1 – New Contract for City-Wide Microsoft Enterprise Software Licenses

Contractor	Nature of Contract	City Council Approval Date	Contract Value	Bid?	Lowest Bid or Highest Ranked?	Budgeted Funding Sources
CDW Government	New Contract	8/31/2017	\$3,604,539	Yes	Both	General Fund

This contract is subject to FRC review because it exceeds the statutory threshold of \$750,000 and because the terms exceed two years. This contract provides for an estimated 9,000 user licenses to Microsoft Software and Services products. Included are licenses for Office ProPlus, Windows E3, Windows Enterprise Server and Data Center licenses. This contract was competitively bid and three vendors responded. The recommendation for approval is to the vendor who ranked the highest and provided the lowest bid.

Contract 2 – New Contract to Provide Radios and Wireless Equipment

Contractor	Nature of Contract	City Council Approval Date	Contract Value	Bid?	Lowest Bid or Highest Ranked?	Budgeted Funding Sources
Motorola Solutions, Inc.	New Contract	9/12/2017	\$1,033,075	MiDeal Contract	MiDeal Contract	Capital Projects Fund

This contract is subject to FRC review because it exceeds the statutory threshold of \$750,000. This contract provides for the purchase of hand held radios and wireless related communications equipment for the Police and Fire Department. The wireless equipment is planned to be mounted on Police and Fire Departments' vehicles by City employees. The City is seeing significant savings from having City employees install the equipment themselves. This contract's pricing is consistent with the MiDeal.

Contract 3 – New Contract for Up-Fitting Services for Fleet Vehicles

Contractor	Nature of Contract	City Council Approval Date	Contract Value	Bid?	Lowest Bid or Highest Ranked?	Budgeted Funding Sources
Canfield Equipment Services, Inc.	New Contract	8/24/2017	\$11,088,842	Yes	Yes	Capital Projects Fund

This contract is subject to FRC review because it exceeds the statutory threshold of \$750,000 and because the terms exceed two years. This contract provides up-fitting services to police and fire vehicles. It is estimated this contract will cover 697 vehicles over four years. This contract supports the City's new approach to light duty vehicle replacements. This RFP was competitively bid and four vendors responded. Three of the vendors will be recommended for approval under this RFP. This contractor will focus on complex IT related up-fitting services.

Contract 4 – New Contract for Up-Fitting Services for Fleet Vehicles

Contractor	Nature of Contract	City Council Approval Date	Contract Value	Bid?	Lowest Bid or Highest Ranked?	Budgeted Funding Sources
Cannon Equipment	New Contract	9/19/17	\$1,054,629	Yes	Yes	Capital Projects Fund

This contract is subject to FRC review because it exceeds the statutory threshold of \$750,000 and because the terms exceed two years. This contract provides up-fitting services to various light duty vehicles. It is estimated this contract will cover 300 vehicles over four years. This contract supports the City's new approach to light duty vehicle replacements. This RFP was competitively bid and four vendors responded. Three of the vendors will be recommended for approval under this RFP. This contractor will focus on less complex, non-IT related up-fitting services.

Contract 5 – New Contract for Park Improvements at Three Locations

Contractor	Nature of Contract	City Council Approval Date	Contract Value	Bid?	Lowest Bid or Highest Ranked?	Budgeted Funding Sources

Michigan Recreational Construction, Inc.	New Contract	8/31/2017	\$854,186	Yes	Lowest	General Fund and General Obligation Fund
--	--------------	-----------	-----------	-----	--------	--

This contract is subject to FRC review because it exceeds the statutory threshold of \$750,000. This contract provides for improvements and renovations for three City parks. These City parks are included in the Mayor's 40 park initiative. Improvements include sidewalk repair, basketball courts, repairs of playground equipment, etc. This contract was competitively bid and three vendors responded. The recommendation for approval is to the lowest bid.

Contract 6 – Contract Amendment for Expanded Health Related Services

Contractor	Nature of Contract	City Council Approval Date	Contract Value	Bid?	Lowest Bid or Highest Ranked?	Budgeted Funding Sources
Southeastern Michigan Health Association	Contract Amendment	9/19/2017	\$1,515,633 increase; \$41,855,581 Contract Total	Yes	Yes	Grant Fund

This contract amendment is subject to FRC review because it exceeds the statutory threshold of \$750,000. This contract provides fiscal management and the personnel to provide a variety of health services throughout the City. This contract amendment will extend these services to include Zeka and Ryan White - HIV Part B education to residents of Detroit. The amendment is fully funded through Federal Grants.

Contract 7 – New Contract to Provide Funding for the Maintenance Management Center

Contractor	Nature of Contract	City Council Approval Date	Contract Value	Bid?	Lowest Bid or Highest Ranked?	Budgeted Funding Sources
Michigan Department State Highways Transportation	New Contract	9/19/17	\$750,000	Revenue Requirement	Revenue Requirement	Major Street Fund

This contract is subject to FRC review because it exceeds the statutory threshold of \$750,000. This contract is for the receipt of funding from Michigan Department of Transportation for Traffic Operations Center work, to include general operation, maintenance, communications, equipment management and system management work. Total estimated costs of the Traffic Operations Center is \$937,000, of which the City will make up the difference.

Contract 8 – New Contract to Provide 200 Transit Buses

Contractor	Nature of Contract	City Council Approval Date	Contract Value	Bid?	Lowest Bid or Highest Ranked?	Budgeted Funding Sources
New Flyer Industries Canada ULC	New Contract	9/19/2017	\$105,000,000	Yes	Yes	Transportation Grant Fund

This contract amendment is subject to FRC review because it exceeds the statutory threshold of \$750,000 and because the terms of the contract exceed two years. This contract provides for the purchase of 200 transit buses over four years. The City noted during the subcommittee call that it expects to save an estimated \$103,000 per bus as a result of buying in bulk. This contract will be fully funded through Federal and State Grants. At the conclusion of this contract the average age of the bus fleet will be seven years. Three bus manufacturers were invited to bid and only one vendor responded.

Contract 9 – New Contract to Provide Genetec License and Support on all Cameras, License Plate Readers and Hardware Accessories to the Real Time Crime Center

Contractor	Nature of Contract	City Council Approval Date	Contract Value	Bid?	Lowest Bid or Highest Ranked?	Budgeted Funding Sources
Federal Signal Corporation	New Contract	8/24/2017	\$131,786	Yes	Lowest	General Fund

This contract is subject to FRC review because the terms of the contract exceed two years. This contract provides Genetec license and support services. Genetec is utilized by the Police Department at the Real Time Crime Center to manage cameras located in City Buildings and various locations throughout the City. This contract was competitively bid and three vendors responded. The recommendation for approval is to the lowest bid.

Contract 10 – Contract Amendment to Provide Legal Services in U.S. District Court Cases

Contractor	Nature of Contract	City Council Approval Date	Contract Value	Bid?	Lowest Bid or Highest Ranked?	Budgeted Funding Sources
Allen Brothers, PLLC	Contract Amendment	8/24/2017	\$275,000	No	No	

This contract amendment is subject to FRC review because the terms of the contract exceed two years. This contract provides legal representation and litigation support for specific legal proceedings the City is involved in. This amendment will provide legal representation and litigation for an additional two cases that are at the U.S. District Court. Also included in this amendment, the contractor will provide litigation support services on future cases as needed regarding marijuana dispensary Board of Zoning appeals.

Contract 11 – Contract Amendment to Provide Budget Application Enhancements, Training and Support Services for Oracle Planning and Budgeting Cloud Service

Contractor	Nature of Contract	City Council Approval Date	Contract Value	Bid?	Lowest Bid or Highest Ranked?	Budgeted Funding Sources
Application Software Technology, LLC	Contract Amendment	8/31/2017	\$106,132 increase; \$2,284,717 Contract Total	Yes	Yes	General Fund

This contract amendment is subject to FRC review because the aggregate sum of the City's contracts with this contractor exceed \$750,000. This contract provides Oracle Planning and Budgeting Cloud Service (PBCS) training and support. This amendment adds additional support activities to the budgeting process during the City's transition to the Oracle Cloud ERP and Oracle PBCS systems. The increase in costs reflects additional hours and travel costs for the contractor.

Contract 12 – New Contract to Provide Tree and Stump Removal Services Near Overhead Wires

Contractor	Nature of Contract	City Council Approval Date	Contract Value	Bid?	Lowest Bid or Highest Ranked?	Budgeted Funding Sources
JE Jordan Landscaping Incorporated	New Contract	9/12/2017	\$320,000	Yes	Yes	General Fund

This contract is subject to FRC review because the aggregate sum of the City's contracts with this contractor exceed \$750,000. This contract provides for the removal of trees around overhead utilities in varying sizes. The contractor is required to meet a target of removing 25 trees per week. This contract was competitively bid and seven vendors responded. The recommendation for approval is to the lowest bid.