

SETTLEMENT AGREEMENT

Detroit

It is agreed between the parties that the issue of overtime will be clarified between Local 26 AFSCME AFL-CIO and the Department of Public Works in the supplemental negotiations. In the events of a dispute, both parties agree that State Mediator Leo Cadwell will be called in.

It is agreed that all disciplinary action of June 15, 1973 involving refusal to work overtime is hereby rescinded and removed from the records.

It is agreed that the City will change the specification of the title of Sanitation Laborer to reflect changes in skill, effort and responsibility and that such change will result in an increase in pay of 15¢ per hour, effective April 2, 1973.

It is agreed that the attached Memorandum of Understanding on Productivity as amended and Definition of Productivity Index are approved by both parties.

This agreement shall expire with the Master Agreement between the parties on June 30, 1974.

FOR THE CITY OF DETROIT

FOR THE UNION

Labor Relations Director

President, Local 26 AFSCME

Executive Director, Council 77

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

Peter D. Jason, Director
Labor Relations Bureau
City of Detroit
304 City-County Bldg.
Detroit, Mich. 48226

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
LOCAL 26, DISTRICT COUNCIL 77 OF THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES

Re: PRODUCTIVITY

Productivity has been a subject of great interest in the City of Detroit's collective bargaining relationship during the last six (6) months. It has been a subject of mutual interest and of particular importance in discussions between the City and the American Federation of State, County and Municipal Employees Union. Productivity is of prime importance because of increasing demands for services by citizens in spite of diminishing revenue yields. In this regard many discussions and intense negotiations have taken place between the International Union, AFSCME, District Council 77, Local #26, and the City of Detroit on improving productivity and refuse collection in the Sanitation Division of the Department of Public Works.

All parties agree that in the pursuit of increased productivity that the quality of services must not suffer and indeed should be improved.

All parties agree that increased productivity will require good faith, cooperative attitudes on the part of all parties with the firm recognition that increased productivity can only be attained by continuing improvements and technological progress, methods, processes and equipment.

All parties agree that a Fair Days Work under this memorandum of understanding is defined as completion of an assigned 25-yard packer route. It is understood that the former "two load" standard is hereby rescinded. It is understood that increased production will be accomplished through the establishment of new routes based on the capacity of the 25-yard packer and the continued normal collection pace of the men to complete these routes within the 8-hour work day; and is not intended to deny any crew member the allotted time for coffee breaks, lunch periods, or clean-up time.

Before any adjustments are made to established routes, the Local President will be formally notified in advance.

Any data pertaining to the proposed adjustments will be furnished upon request.

If, after analyzing the data and receiving the Division's reasons for the proposed adjustments, the Union (President) disagrees with the proposed changes, a committee consisting of two (2) Union Officials (President, Vice-President, or Chief Steward) and two (2) Division Officials (Supervisor and above) will meet and attempt to resolve the dispute, to include actual surveys of the disputed route, if necessary.

Finally, the City and the Union agree with the use of expertise, both from Management and from the employees, in devising more effective delivery of service. The City and Union reject completely, the conversion of productivity improvement to a speed-up. The City and Union agree the fruits of productivity shall be shared with the workers who have contributed to a higher level of output or improved quality of service.

DEFINITION OF PRODUCTIVITY INDEX

For the purpose of this understanding, productivity will be measured by an index called the Productivity Index (P.I.). The Productivity Index (P.I.) will be derived from the following factors:

1. Paid-man hours per ton of refuse collected (50% of P.I.),
2. Crew effectiveness in the alleys and streets of the City (10% of P.I.),
3. Percentage of routes completed on schedule by the original crew (20% of P.I.), and
4. Overtime reduction from previous years (20% of P.I.).

All bonuses resulting from an increase in productivity will be paid from a productivity bonus pool on a 50-50 basis. This bonus pool will be made up of savings from the following two areas:

1. Overtime reductions as compared to the previous three years overtime average. These comparisons will be made between similar seasons of the year.
2. Savings accrued through attrition. This will be based on the regular refuse collection route employees and Sanitation collection supervision directly related to regular refuse collection.

This productivity bonus will be evaluated and paid quarterly. Under this memorandum of understanding, the P.I. evaluation will start July 2, 1973 and will continue the duration of this understanding. The period from December 11, 1972 through March 11, 1973 has been evaluated and paid by previous agreement between the parties and is not affected by this agreement. The period from March 12, 1973 through July 1, 1973 shall be evaluated and paid in accordance with this formula.

Memorandum of Understanding

The Department of Public Works of the City of Detroit and Local 26, AFSCME, agree to jointly review the operation of the Productivity and the Productivity Index with full disclosure of all necessary data and information. Each party shall designate committee members for establishment of this review committee.

FOR THE CITY OF DETROIT

FOR THE UNION

Commissioner, D. P. W.

President, Local 26, AFSCME

June 17, 1973