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MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND THE

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

NON-CRAFT UNITS IN:

AVIATION COMMISSION  
BUILDINGS & SAFETY ENGINEERING  
CITY TREASURER

HEALTH DEPARTMENT  
PURCHASING DEPARTMENT

AND  
DEPARTMENT OF STREETS AND TRAFFIC

OFFICIAL SIGNED  
DOCUMENT

*City of Detroit  
Labor Relations Bureau  
304 City-County Building  
Two Woodward Ave  
Detroit, Michigan  
48226*

Michigan State University  
LABOR AND INDUSTRIAL RELATIONS LIBRARY  
March, 1972

Effective Date: APR 11 1972  
Expiration Date: JUN 30 1974

AGREEMENT BETWEEN THE CITY OF DETROIT AND THE  
TEAMSTERS--STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL #214

MASTER AGREEMENT COVERING THE NON-CRAFT UNITS

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## A G R E E M E N T

This Agreement is entered into between the City of Detroit, a Michigan Municipal Corporation (hereinafter referred to as the CITY or the EMPLOYER) and the Teamsters, State, County and Municipal Workers, Local #214 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

NOTE: The headings used in this Agreement on schedules or on exhibits neither add to nor subtract from the meaning but are for reference only.

### 1. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, the Employer does hereby recognize the Union as the exclusive representative for all the employees holding the classifications listed in Schedule A, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement.

### 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

The City will honor all terms of this Agreement. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

The City has the right to determine when overtime work is required and schedule such overtime.

The City reserves the right to discipline and discharge for just cause. The City reserves the right to lay-off for lack of work or funds; or the occurrence of conditions beyond the control of the City. The City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

The City shall have the right to establish, adopt, amend, promulgate and enforce uniform work rules for its departments.

It is understood by the parties that every incidental duty connected with operations is not always specifically described or enumerated in the job descriptions or the classification specifications.

### 3. UNION RIGHTS

A. No member of this unit shall be required to do work outside the concept of his classification, nor shall any other employee perform duties which are outside the concept of his classification and which fall within the concepts of the classification covered by this Agreement, except under emergency conditions (as defined in this Agreement) and except in those cases where the duties performed which fall within the concept of a classification covered by this Agreement are not the primary function. The concept of the classifications are described in the classification specifications.

B. A classification may not be removed from the Teamsters' bargaining unit by merely changing the title or by modifying the classification specifications or for the purpose of undermining the Union.

C. Employees in the unit are not subject to disciplinary action for refusing to cross a picket line of another union, if such action could endanger the personal safety of the employees, provided that such refusal shall in no way be detrimental to the public health or safety. The City, however, will not be obligated to pay wages of employees who do not work.

D. Any alleged violation of union rights in paragraph 3, is subject to an immediate hearing of the Grievance Panel. After Steps 1(a) and 1(b) of the Grievance Procedure have been completed.

#### 4. NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights.

Accordingly, both parties re-affirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, or, except where based upon a bona fide occupational qualification, age and sex.

#### 5. UNION SECURITY (MAINTENANCE OF MEMBERSHIP)

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be members for the duration of this Agreement and the City will not honor revocations from any employee covered by this provision, except as provided herein.

Employees not members of the Union who desire membership in the recognized bargaining unit shall confirm their desire to join for the duration of this Agreement by initiating their union application form and dues deduction authorization forms.

All deductions under this Article shall be subject to revocation by the employees who executed such assignments, upon giving notice in writing to the City and the Union in accordance with the standard form used by the City. The City Controller and the City Treasurer shall thereafter cease withholding any monies whatever under such assignments.

If any provision of this Article is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

## 6. DUES CHECK OFF

The Employer agrees to deduct from the wages of any employee who is a member of the Union, all union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the employer herein, provided that the said form shall be executed by the employee. The written authorization for union dues deduction and initiation fees shall remain in full force and effect unless revoked as provided in such authorization form, or until termination of employment. The termination notice must be given both to the City Controller and to the Union.

The City Controller and the City Treasurer shall thereafter cease withholding any monies whatever under such assignments.

Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding check in payment of such deductions by mail to the assignees' last known address, the City and its officers and employees shall be released from all liability to the employee-assignor and to the assignees under such assignments. (Ordinance 1-F, Section 4).

## 7. STEWARDS AND ALTERNATES

A. It is mutually recognized that the principle of proportional representation is a sound and sensible basis for determining the number of stewards.

B. In each representative district, employees in the district shall be represented by one steward or designated representative on each shift who shall be a regular employee working in that district and on that shift or as designated in the departmental Supplemental Agreement. In the absence of the stewards or designated representative, an alternate shall be appointed by the Local Union President.

C. The City recognizes that Teamsters, Local #214 (both Craft and Non-Craft) may be granted a total of three (3) Chief Stewards for coverage of its members city-wide to handle all grievances in conjunction with the District Steward. Said Chief Stewards will have the time necessary to act in this manner without loss of pay. Said Chief Steward will also serve on all Safety Panels

D. Districts and covered classifications are listed in Schedule B.

E. The Stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer, after arrangements have been made with their Supervisors. This privilege shall not be abused.

F. It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the City a written notice listing the Union's authorized representatives employed by the City who are to deal with the City on behalf of the Union, making commitments for the Union. The Union shall not be liable for any activities unless so authorized. The Union shall notify the City of any changes of these representatives during the term of this Agreement. This clause will not relieve the Union of liability if the President or Executive Board of the Union calls, leads or authorizes a strike.

G. Notwithstanding their position on the seniority list, all Union representatives who are involved in the grievance procedure shall in the event of a layoff or demotion be continued in the following order as long as there is:

1. work in their classification in their department,
2. work in any lower class in their series,
3. work within the bargaining unit in a classification which they formerly held in their department,
4. in a lesser class in the bargaining unit in which he can do the job, and
5. if laid off shall be recalled whenever there is work in any such class in the department from which they are laid off.

Layoff and demotion resulting from this procedure shall apply as long as no employee outside the Teamster Union jurisdiction is affected except as otherwise agreed upon between other labor organizations, Teamsters and the City.



## 8. GRIEVANCE PROCEDURE

Should grievances arise between the City and the Union, an earnest effort will be made to resolve such grievances and the following procedure will be adhered to:

Step 1(a): An employee who believes he has been unjustly dealt with may discuss his complaint with his immediate supervisor, with or without his steward or designated representative. In the event the employee desires that his steward be present, he shall make his request through the supervisor and the supervisor shall make the necessary arrangements.

Should the Union believe that it or any member of its bargaining unit has been unjustly dealt with, a representative of the Union may discuss the complaint with the supervisor of the operation involved.

Step 1(b): In the event the complaint is not settled orally by the supervisor, and there is an alleged violation of the provisions of this Agreement, the steward shall reduce the grievance to writing and submit it to the supervisor within fourteen (14) calendar days of the alleged violation. The written grievance shall set forth the nature of the grievance, the date of the violation, the identity of the employee(s) involved, by name when known, and the provisions of this Agreement the Union claims have been violated, and the remedy requested. The employee and the steward shall sign the grievance form.

The supervisor shall give a written decision to the Union within three (3) calendar days, excluding Saturday and Sunday. If the subject grievance is not appealed in writing to Step 2 of the grievance procedure within seven (7) calendar days from the date of the supervisor's decision, his disposition shall be considered as settlement of the grievance.

Step 2: If the grievance is not satisfactorily resolved in "Step 1(b)," the decision may be appealed before the expiration of the seven (7) calendar-day period mentioned above, to the Division Head. The Division Head or his designated representative will promptly arrange a meeting with the grievant and his union representative to review the grievance and render a decision, in writing, within seven (7) calendar days of the meeting. The decision rendered at "Step 2" shall be final and the grievance shall be considered settled on the basis of this decision unless an appeal is made, in writing, within seven (7) calendar days of the Division Head's decision.

Step 3: If the grievance is not satisfactorily resolved at "Step 2," the decision may be appealed to the Department Head or his designated representative. A meeting between at least two (2), but not more than four (4) representatives of each the Union and the City shall be promptly arranged to hear the grievance. The Department Head or his designated representative shall render a decision, in writing, within seven (7) calendar days of the meeting.

Step 4: Grievance Panel: In the event of the failure of the above steps in the grievance procedure to resolve a grievance, the matter shall be referred to the City grievance panel within twenty-one (21) calendar days of the decision rendered at Step 3. This panel will meet twice monthly to settle unresolved grievances, if any.

The grievance panel will review the grievance as presented by the representatives of the Union. After reviewing the grievance, the panel may:

- A. Agree with the Union on a settlement of the grievance.
- B. Mutually agree with the Union to refer the grievance to the Civil Service Commission for a final and binding decision.

When it is determined at a Step 4 hearing that the facts in a grievance are in dispute and the testimony of an available, known witness or witnesses could clarify such dispute, the Grievance Panel may be adjourned to a later date to hear the testimony of such witness(es) and the time limits in the Grievance Procedure will be extended accordingly.

Upon the failure of the panel and the Union to agree upon (A) or (B) above, either party may refer the grievance to arbitration in accordance with the provisions in Step 5 (Arbitration) within forty-five (45) days of the meeting of the grievance panel.

The Union will submit a grievance to arbitration only after final approval of the President or the Executive Board of the Local Union.

Step 5: (Arbitration) Any unresolved grievance which has been fully processed through the last step of the grievance procedure may be submitted to arbitration in strict accordance with the following:

1. Arbitration shall be invoked by written notice to the other party of the intent to arbitrate. If the parties are unable to agree upon an arbitrator within ten (10) calendar days of such notice, the party desiring arbitration shall refer the grievance to the American Arbitration Association, within fourteen (14) calendar days of the notice of intent to arbitrate, for the selection of an impartial arbitrator and determination of the grievance in accordance with all applicable rules of the American Arbitration Association except where expressly provided otherwise in this Agreement.

2. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and he shall be without power and authority to make any decision:

- a. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this agreement.
- b. Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercises his right under Section 6 of Act 379 of the Public Acts of 1965 or the discipline or discharge of employees who have appealed to the Civil Service Commission or to the Mayor pursuant to provisions of the Detroit City Charter or applicable State Law.
- c. Granting any wage increases or decreases.
- d. Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement.

3. The arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State Law or City Charter, the City cannot delegate, alienate or relinquish, nor to rule on the purchase of buildings or equipment.

4. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of forty-five (45) calendar days from the final action taken on such grievance under the last step in the Grievance Procedure. Any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the party against which the grievance is brought. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration and shall not be admissible in evidence in any arbitration proceeding.

5. The City in no event shall be required to pay back wages for more than fourteen (14) calendar days prior to the date a written grievance is filed. In the case of a pay shortage of which the employee could not have been aware before receiving his pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay if the employee files his grievance within fourteen (14) calendar days after receipt of such pay.

6. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any compensation received for employment obtained, subsequent to his removal from the City payroll.

7. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case.

8. The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the City. But, the City or the Union may challenge the award if it was not made in accordance with the arbitrator's jurisdiction and authority under this Agreement.

9. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

10. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any City employee, other than the aggrieved, shall not apply to their participation in arbitration cases. In group, policy or class action grievances, the Union may select the steward or any one of the affected group of employees who will act as the grievant and be paid as such.

11. Except as specifically provided, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and which are not excluded from arbitration.

#### 9. INTERFERENCE WITH WORK

The Union agrees to refrain from engaging, or participating in any strike, work stoppage or slowdown or participating in any activity for the purpose of interfering with the operations of the Employer during the term of this Agreement.

The Employer will not lock out any employee during the term of this Agreement. However, if equipment or facilities are unavailable for a member of this bargaining unit to work due to a strike, work stoppage, slowdown or other interference by other employees, such unavailability shall not be deemed a lockout under the terms of this section nor shall the employee affected be considered striking or refusing to work.

The City shall not, however, be obliged to pay the wages of employees who do not work.

#### 10. TIME LIMIT ON GRIEVANCES

Any grievance under this Agreement which is not filed in writing by the employee involved, in individual grievances, or by the steward or designated representative in cases involving more than one employee, or a matter of policy, within fourteen (14) calendar days after the grievance arises, shall not be considered a grievance. The City shall not be required to pay back wages more than fourteen (14) calendar days prior to the steward's formal notice of grievance. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

The time elements in the first three (3) steps of the grievance procedure may be shortened or extended or steps may be eliminated by mutual agreement. If a grievance is not answered by management within those prescribed time limits, the Union may move the grievance to the next step of the grievance procedure.

In instances wherein the subject matter of the grievance lies within the exclusive jurisdiction of specific City Agencies, the grievance steps may be shortened or eliminated by mutual agreement in order to bring the grievance to the immediate attention of the department head of the Agency involved.

In the case of pay shortage in which the employee would not have been aware before receiving his pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such pay if the employee files his grievance within fourteen (14) calendar days after receipt of such pay.

The time limits in this article shall not apply to circumstances where, by error an employee is paid other than the current negotiated rate for his present classification for time worked, on assignments made by authorized persons in his department, in that classification. Under such circumstances, the employee or the Employer shall be entitled to recover the underpayment or overpayment, respectively, without regard for the time limits above.

Time limits on grievances involving payment for time worked in acknowledged out of class or emergency assignments shall not begin until the employee shall have received the check containing payment for such time. This provision is intended only to protect the employee from pay shortages and shall not apply to any situation involving a dispute over whether or not an employee is properly classified.

## 11. SUSPENSION AND DISCHARGE

A. Prior to the issuance of a discharge or suspension, the employee will be allowed to discuss his discharge or suspension with the designated Union representative, and the employer will make available an area where he may do so before he is required to leave the property of the employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the Union representative. In instances where the circumstances surrounding the issuance of a suspension or discharge tend to disrupt the work operation, the employee may be ordered off the property immediately and arrangements will be made with the Union representative for discussion of the matter at the earliest possible future date.

Written notice of the action taken will be given the employee and the Union within five (5) calendar days of the action.

B. Should the employee or the Union consider the action to be improper, the matter shall be referred, in writing, to the Grievance Procedure beginning with Step 3, within ten (10) calendar days of the Union's receipt of the formal notice of the action taken.

C. Appeal to the Civil Service Commission:

1. In cases of suspension for more than thirty (30) days and in all cases of discharge or demotion (except probationary employees), appeal may be made within ten (10) calendar days of written notice, to the Civil Service Commission to conduct a hearing in accordance with its rules. The Commission may modify, affirm or disallow said disciplinary action.

2. The alternate appeal routes, through the Grievance Procedure or to the Civil Service Commission, shall be mutually exclusive. However, an appeal to the Civil Service Commission may be withdrawn and the matter referred to the Grievance Procedure as long as it is done within the allotted ten (10) calendar days of the written notice of the suspension or discharge.

D. Use of Past Record:

In imposing any discipline on a current charge, the employer will not take into account any infractions which occurred more than fourteen (14) months previously.

## 12. SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between local union representatives and the department head or his designated representatives or the Labor Relations Bureau, upon the request of either party within fourteen (14) calendar days of such request. Such meetings shall be between not less than two (2) nor more than five (5) representatives of each the Union and the Employer.

Arrangements for such special conferences shall be made reasonably in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda.

Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such Special Conferences.

The Union's representatives may meet at a place designated by the City, on the City's property, for not more than one hour immediately preceding a meeting with the representatives of the City for which a written request has been made.

Any matter still in dispute after Special Conference, which is an alleged violation of this Agreement, may be submitted to the Grievance Procedure at Step 4 within fourteen (14) calendar days of the Special Conference date. Special Conference shall not be used to institute or reinstate a grievance which would have been untimely when the Special Conference request is received.

### 13. SAFETY PROCEDURE

The employer agrees that he will not assign any employee to any known unsafe operation or to operation of unsafe equipment. It shall be the responsibility of the employee involved to report any unsafe operation. Methods of reporting unsafe operation shall be as described in the departmental supplemental agreements and a copy of each report will be sent to Central Safety Division of the Civil Service Commission.

The Union steward shall act as the Union's safety officer. A complaint regarding safety shall first be discussed at a meeting between the Steward and the supervisor of the operation involved within twenty-four (24) hours of the complaint.

If the complaint is not resolved by the supervisor, the Chief Steward shall submit the complaint, in writing, to the Department's safety officer or representative who shall investigate the complaint, meet with the Chief Steward and answer the complaint in writing.

If the complaint is not resolved within forty-eight (48) hours of the meeting between the Department's safety representative and the Chief Steward, it shall become a proper matter for Special Conference. Such Special Conference shall be held within seventy-two (72) hours (excluding Saturday and Sunday) of the Union's request for same. The Department's answer from this Special Conference shall be given to the Union in writing.



Any appeal of the Department's decision from Special Conference or any provisions of this article shall be made to the Civil Service Commission's Employee Safety Engineering Coordinator, for a final and binding decision. In instances involving the refusal of an assignment reported as unsafe or refusal to operate equipment reported as unsafe, this decision shall include a determination whether such refusal was justified under the circumstances.

#### 14. SENIORITY

A. Seniority is hereby defined as the length of continuous service after initial date of legal certification to a position, the duration of which is ninety (90) days or more, or is seasonal or after date of induction into the classified service as provided by law. Seniority, as defined above and in accordance with the rules of the Civil Service Commission, is established primarily to serve as a basis for lay-off and re-employment of employees. This definition of seniority shall not be deemed restricting or limiting the establishment of other definitions of seniority for administrative purposes or personnel processes other than lay-offs and re-employment, as provided for in departmental supplemental agreements.

B. Probationary Employees: New employees hired in the unit shall be considered as probationary employees for the first ninety (90) days of their employment except as provided for in local supplemental agreements. The probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period, he shall be entered on the Seniority List of the unit.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged and suspended employees for other than Union activities.

C. Seniority List: The seniority list on the date of this agreement will show the names, addresses, classification, seniority date, pension number and Social Security number of all employees of the bargaining unit, by department.

Each department will provide the following information to the Union upon occurrence: New hires (all of the above information), layoffs, recalls, promotions, demotions, resignations, quits, discharges, retirements, leaves of absence, deaths and changes of address. This information will be sent to the Union on an official form by each department after each payroll period.

D. Loss of Seniority: An employee shall lose his seniority for the following reasons only:

- (1) He quits or resigns.
- (2) He is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure.
- (3) If he does not return to work when recalled from layoff as set forth in the recall procedure.
- (4) He retires on regular service retirement.
- (5) If he does not return at the expiration of a leave of absence.

## 15. PROMOTIONS

Promotions within each of the bargaining units (see Schedule A) shall be proper subject for departmental supplemental agreements.

## 16. REDUCTION IN FORCE: LAYOFF, DEMOTION & RECALL

### Section 1. Lay-offs Defined:

(a) A layoff is the separation of an employee from a department in a classification of the City for lack of work, lack of funds, or reasons other than the acts or delinquencies of the employee.

(b) A voluntary layoff is one made for the convenience of the employee, which may be granted in the interest of the service, subject to applicable rules.

(c) Unless otherwise indicated, the term "seniority" shall mean total city seniority as defined in Rule XIV, Section 2, and in accordance with Rule XVIII, Veterans Preference.

Section 2. Order of Layoff and Demotion within a Department:

In the event of a reduction in force in a department, it shall be made among all employees in the same class in that department in the following order:

(a) Employees in the following categories will be laid off in the following order:

- (1) Employees who have provisional status only.
- (2) Employees who are non-residents as defined by the rules and resolutions of the Civil Service Commission.
- (3) Employees who are on an extension of the pension retirement requirement.

(b) Employees who have temporary, seasonal or limited status will be laid off or demoted in accordance with applicable rules insofar as the interest of the service permits.

(c) Regular employees will be demoted in the following manner:

- (1) Employees who have regular status for a period of less than three years in the class from which the demotions are to be made will be demoted in inverse order of the length of service in that class provided that employees once having been demoted shall exercise total city seniority against further reductions in force until restored to a classification of equivalent level from which they have been demoted.

(2) Employees who have regular status for a period of three years or more in the class from which demotions are made shall exercise total city seniority against reductions in force.

(d) Regular employees who are to be demoted in accordance with (c) above shall be demoted as follows:

(1) Demotion in Series:

When an employee is in a position in a class in a series in which there are lower classes and there is in such lower classes an employee having less total city seniority, insofar as the interest of the service permit, the employee about to be laid off shall be demoted to the position in the lower class occupied by the employee having less seniority, and the employee having less seniority shall be laid off or demoted.

(2) Demotion to a Former Class:

When an employee has held regular status in another class or classes, he may elect demotion to a previously held class provided he has more total city seniority than any one or more employees in such classes. This provision is optional for employees who hold regular status in a class in a series.

(3) Transfer-Demotion to Other Classifications:

When an employee has exhausted his rights either to demote in series or to a classification in which he has held regular status and a department has other vacancies available in classifications to which an employee could be transfer-demoted, the department may, insofar as the interest of the service permits and subject to the approval of the Civil Service Commission, transfer-demote such employee.

(e) Layoff:

Employees whose eligibility for demotion in the department is exhausted shall be laid off in the inverse order of total city seniority as defined in Rule XIV - Seniority, Section 2, and in accordance with RULE XVIII - Veterans Preference. Employees who elect a layoff in lieu of a demotion in series or to a formerly held class in the department shall be placed only on the preferred eligible list for the classification from which they are laid off, and shall lose city-wide displacement rights and the rights to restoration provided in Section 4(c), provided that an employee who elects layoff in lieu of a demotion to a former class not in his current series shall retain city-wide displacement rights in his classification in accordance with Section 3(c).

Section 3. City-wide Displacement:

(a) Limited Status Employees:

Provisional employees (i.e., employees with no legally certified status in the classified service), non-residents, employees on extension beyond retirement age, and probationary employees will be displaced by laid-off employees with permanent status in the same classification on a city-wide basis.

(b) Seasonal Employees:

Permanent employees who have completed their probation will displace seasonal employees of the same classification with less seniority on a city-wide basis.

(c) Permanent Employees:

Permanent employees with regular status with one or more years of service will displace other permanent employees in the same classification of lesser seniority on a city-wide basis but only after having exhausted their eligibility for demotion in series in their department.

Section 4. Order of Recall:

(a) Laid off employees, excluding those who have elected layoff in lieu of a demotion within a department, will be placed on the preferred eligible lists of all classes in which they have held regular status and will be certified to vacancies in the order of their total city seniority from such lists.

(b) In the absence of a preferred eligible list in a given classification, laid off employees will be certified to vacancies from appropriate higher, equivalent or allied lists in classes for which they are considered qualified by the Civil Service Commission.

(c) Employees laid off, demoted, or laid off and recertified to lower classes as a result of a reduction in force shall have their names maintained on a special register in the Civil Service Commission and shall be entitled to certification or transfer-promotion to any vacancy in the class from which they have been laid off or demoted or in any lower class in the same series in any City department before any such vacancy can be filled by promotion until they have been restored to the class or equivalent level from which they have been laid off or demoted. When an employee is restored to the classification of equivalent level from which he was laid off or demoted, his name shall be removed from all re-employment lists.

(d) Should an employee waive an offer of employment in accordance with (a), (b), and (c) immediately above, his right to remain on the list of that class shall terminate.

Section 5.

The order of layoff and demotion shall not be altered by any bargaining unit jurisdictional lines and employees will carry their total city seniority across jurisdictional lines for layoff, demotion and recall.

Section 6.

Displacement of employees across departmental lines shall be accomplished by layoff and recertification to requisitions of departments having the least seniority employees to coincide with the effective date of the layoff if possible, but in any event, within thirty (30) days of the effective date of the layoff of the employee having displacement rights.

Section 7. Exceptions:

Subject to the approval of the Commission, where a department has reason to believe that a layoff is imminent or where a layoff is in process covering an extended period of time, any employee whom it is reasonable to believe may be laid off may, at his own request in writing, be laid off before his name is regularly reached for such layoff, provided, however, the department shall advise the Commission of the reasons therefore, in writing.

Section 8. Status Changes in Anticipation of Layoffs:

Where the Commission shall find that any status change was made either to avoid the layoff of or to cause the layoff of any employee, upon finding by the Commission that such status change was made for reasons other than the good of the service such status change shall be set aside and proper layoff made; provided, however, this section shall not apply to status changes of more than six month's standing.

Section 9. Force Curtailment by Demotion or Layoff Due to Lack of Work or Lack of Funds:

I. Order of Separation:

Separation of employees from any class by layoff or demotion for lack of work or lack of funds shall be accomplished in the following order:

- A. Provisional Employees.
- B. Employees provisionally promoted or transferred to the class with a permanent status in some other class.

- C. Employees certified for periods of less than 90 days.
- D. Non-resident employees.
- E. Employees over 65 years of age who are on an extension of the pension retirement requirement.
- F. Probationary Employees. (This does not include probationary employees who were permanently employed in some other capacity at the time they were certified from an eligible list resulting from a new examination. These employees will be treated as having permanent status, subject to satisfactory completion of the probation, and separated in accordance with "I" below.)
- G. Employees with temporary status in the class but with a permanent status in some other class.
- H. Regular employees probationally in the class on a permanent basis but with permanent status in some other class.
- I. Employees with permanent status in the class. This includes all employees with permanent status in the class even though they may currently hold some status other than permanent in some other class.

II. Manner of Separation:

- A. Provisional employees are to be separated by terminating their services.
- B. Employees provisionally promoted or transferred are to be transferred or demoted to the class in which they hold permanent status.
- C. Employees certified for periods of less than 90 days are to be laid off.
- D. Non-resident employees are to be laid off.
- E. Over-age employees are to be laid off and forthwith retired.
- F. Probationary employees are to be laid off, except that probationary employees who were permanently employed in some other capacity at the time they were certified from an eligible list resulting from a new examination are to be treated as having permanent status, subject to satisfactory completion of the probation, and separated in accordance with "I" below.



- G. Permanent employees with temporary status in the class are to be transferred or demoted to the class in which they hold permanent status.
- H. Permanent employees probationally in the class on a permanent basis are to be transferred or demoted to the class in which they hold permanent status.
- I. Permanent employees may be separated either by demotion or layoff. This includes all employees with permanent status in the class even though they may currently hold some status other than permanent in some other class.
  - 1. If laid off, they must be laid off in the inverse order of their total seniority.
  - 2. If demotions are made, they must be made:
    - a. First among employees with less than three years in the class in the inverse order of their class seniority.
    - b. After employees with less than three years class seniority are demoted, the other employees in the class must be demoted in the inverse order of their total seniority.

### III. Permanent Status:

#### A. Definition:

An employee has permanent status in the class to which he was certified, transferred, promoted or demoted on a permanent basis or for a period of six months or more or for a seasonal period lasting six months or more; provided any conditions on that status, such as the satisfactory completion of a probationary period, have been removed.

#### B. Limitations:

- 1. An employee can have permanent status in only one class at a time.
- 2. An employee can have permanent status in only the last class in which he acquired permanent status.

IV. Option:

In case of demotions for lack of work or lack of funds; any employee with a minimum of one year of regular service in the class from which he is being demoted may elect to be laid off rather than demoted.

Section 10.

All of the above provisions in accordance with Civil Service Commission, Rule XI.

17. FORMAL LEAVES OF ABSENCE

A. Formal leaves of absence without pay may be granted for reasonable periods for the purposes listed below:

- (1) Physical or mental illness.
- (2) Maternity
- (3) Training relating to an employee's regular duties in an approved educational institution.
- (4) Prolonged serious illness in the immediate family.
- (5) Peace Corps term.

B. Formal leaves may be granted at the discretion of the City for other reasons than those listed above when they are deemed beneficial to the employer but not designed to undermine the Union. Such leaves granted, except for maternity leaves, may be extended for periods up to four years. Maternity leaves shall not exceed nine (9) months. Probationary employees shall not be eligible for leaves of absence other than military leaves.

C. Formal Leaves for Union Business: Members of the Union elected to local union positions or selected by the Union to do work which takes them from their employment with the employer shall, at the written request of the Union, receive formal leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority, if qualified. Employees will obtain leave renewal from the City on forms provided by the City.

D. A member of the Union selected to attend State or National Union Conventions, not to exceed three in one year, shall be allowed time off the job to attend such convention without loss of time or pay. Such time off shall be granted on a daily basis and shall be approved for the official dates of the convention only. The employer will only pay for days which the employee would have been scheduled on his regular city assignment.

E. Any employee who is absent from duty for three (3) consecutive days without a specific grant of leave of absence and who fails to notify the employer, within those three days (except in cases of proven unabling emergency), shall be deemed to have resigned from the city service and to have vacated his position. Any such absence shall be without pay unless otherwise approved by a subsequent action by the city.

#### 18. TRAINING PROGRAM

Training needs shall be proper subject for Special Conference.

#### 19. EMERGENCY ASSIGNMENTS

No employee of this bargaining unit shall be assigned duties which are not within the concept of his classification and which fall within the concept of another classification except in cases of emergency where it's limited to the expressed definition of emergency.

When an emergency requires an employee to be assigned the duties of a higher classification for four (4) hours or more, the department will immediately initiate a provisional status change so that each employee so assigned will be compensated at the rate of the appropriate higher classification during such assignment.

It is mutually understood that in emergency situations, it may be immediately impractical to apply seniority to the assignment of personnel or to assign personnel with strict regard for classification. However, the employer agrees to move (without undue delay) to call-in or otherwise assign the appropriate employee of the proper classification in accordance with the provisions of this and the supplemental agreements.

Note: Emergency assignments shall be construed to be those necessitated by factors beyond the control of management which cannot be anticipated or planned for in the normal course of departmental operations and which cannot be delayed or postponed until the proper employee can be assigned.

## 20. CHANGES IN DUTIES, EQUIPMENT & WORK ASSIGNMENTS

When new types of equipment are acquired or existing equipment is modified, or there are additional duties or changes in the work assignments which either involve the application of skills and training not previously required or the elimination of previously required skills and training, the specific change shall be reported by the department, in writing, to Civil Service with a copy to the Union before the operation of the equipment or change in duties is assigned.

If the Union believes a change in duties involves the application of skills or training not previously required and warrants reclassification to a classification other than the one allocated, the Union shall request a conference with the department(s) involved and the Civil Service staff.

The Civil Service staff, the department(s) involved and the Union shall meet promptly to discuss the changes prior to the department implementing such changes on a permanent basis. Following the discussion, the Civil Service staff will make an investigation and a determination of the appropriate class and make a recommendation to the Civil Service Commission as soon as possible.

Should the parties fail to agree, the department may place the equipment in operation or assign the duties on a temporary basis pending the decision of the Classification Appeal Board (CAB) or the Civil Service Commission.

Any appeal of the adoption by the Civil Service Commission of the initial findings of the Civil Service Commission staff shall be made in writing within fifteen (15) calendar days of said findings to the Civil Service Commission for a hearing. The Civil Service Commission may designate the Classification Appeal Board to hear the appeal in accordance with the Classification Appeal Procedure adopted by the Commission on February 20, 1970.

Appeals of the determination of the Classification Appeal Board shall be made to the Civil Service Commission in accordance with its rules. The Civil Service Commission shall render a decision which will be final and binding upon all parties.

In those instances where a change in duties or assignment warrants the establishment of a new classification, the effective date of the status change shall not be prior to the date the Civil Service Commission adopted the new classification.

However, should it be determined by the Civil Service Commission, at any point in this procedure, that an employee has been assigned duties of an established classification other than his present classification, the department will process the appropriate provisional status change to compensate the employee for the time worked in the assignment. In no event shall the employee be paid for time worked in such assignment prior to the date the change in duties is reported to the Civil Service Commission by the department or, in the absence of such report, prior to the Union's request for conference.

## 21. MAINTENANCE OF STANDARDS

A. The Employer agrees that all conditions of employment relating to hours of work, wages, overtime differentials and general working conditions and benefits will be maintained at not less than the highest minimum standard in effect at the time of the signing of this Agreement, and conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

B. Whenever possible, when there is a change in major departmental policy, or major operating procedure which affects the bargaining unit, as it relates to paragraph A, the department involved will notify the union no less than seven (7) calendar days in advance and the change may be proper subject for a special conference. This in no way will deter the department from implementing such change pending resolution of the dispute by special conference.

## 22. SERVICE DAY AND WEEK

A. Standard Service Week: The standard payroll work week shall begin at 12:01 a.m. Monday, and end at 12:00 p.m., Sunday. It shall consist of five (5) regularly scheduled eight-hour work periods on as many workdays. The two (2) remaining days in the payroll work week shall be known as "off-days" and shall, within the limits of reasonable operating procedure, be scheduled consecutively. The first scheduled "off-day" within the payroll work week shall be designated as the "sixth day" and the second scheduled "off-day" within the payroll work week shall be designated as the "seventh day." (See Article 23, "Work Week Assignments.")

B. Service Day: The service day shall begin at 12:01 a.m., and extend to 12:00 p.m.

C. Coffee breaks shall continue to be permitted according to department policy.

D. When an employee is called to work, he shall be guaranteed no less than four (4) hours of pay for "show-up" time, at the appropriate rate.

In reference to guaranteed hours not actually worked, the applicable premium will be the premium payable as if the employee had worked the four (4) hour limit in question.

E. All of the above to be in accordance with Chapter 16, Article 5 of the Municipal Code of the City of Detroit.

### 23. WORK WEEK ASSIGNMENTS

The regular work week for most employees is five (5) consecutive days, Monday through Friday. However, where departmental operations require six (6) and seven (7) day scheduling, the department head shall have the right to schedule accordingly.

The city agrees not to change an employee's shift or work week, on a temporary basis, solely for the purpose of avoiding the payment of overtime. This shall not apply to regular seasonal changes.

However, when operating conditions or changes therein necessitate the adoption of new work week schedules or changes in the present work week schedules, the affected department will discuss the matter with the Union prior to implementation of the changes. Should a dispute remain, after such discussion, which involves an alleged violation of this Agreement, the Union may submit a written grievance directly to the fourth (4th) step of the Grievance Procedure.

### 24. OVERTIME

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

1. For all hours worked over eight (8) hours in any one service day, except the seventh day in accordance with Chapter 16, Article 5, Section 12, of the Municipal Code of the City of Detroit, according to the Common Council resolution of May 29, 1962, JCC page 1186, as amended.

2. For all hours in excess of the regular work week, as provided in Chapter 16, Article 5, Section 14 of the Municipal Code of the City of Detroit.

B. Time and one-half (one-hundred and fifty percent (150%) of the basic or hourly rate) compensatory time credit will be granted to salary rated employees as follows:

1. For all hours worked over eight (8) hours in any one service day, except the seventh day, in accordance with Chapter 16, Article 5, Section 6 of the Municipal Code of the City of Detroit.

2. For all hours in excess of the regular work week as provided for in Chapter 16, Article 5, Section 20 of the Municipal Code of the City of Detroit.

C. Double time [two-hundred percent (200%)] of the basic or hourly rate) will be paid to hourly-rated and salary-rated employees for work on the seventh day of the work week schedules as defined by Chapter 16, Article 5, Section 5 of the Municipal Code of the City of Detroit.

## 25. SHIFT PREMIUM

A. Employees who work on afternoon and night shifts shall receive, in addition to their regular pay, a premium of twenty cents (20¢) per hour for the afternoon shift and a premium of twenty-five cents (25¢) per hour for the night shift according to Article 5, Section 15 of the Municipal Code of the City of Detroit.

### B. Shift Starting Times:

The afternoon shift shall be any full-time shift commencing at the hour of 11:00 a.m., or between the hours of 11:00 a.m., and 7:00 p.m.

The night shift shall be any full-time shift commencing at the hour of 7:00 p.m., or between the hours of 7:00 p.m., and 4:00 a.m., in accordance with Chapter 16, Article 5, Section 15, of the Municipal Code of the City of Detroit.



26. PAY ADVANCES

Employees departing on vacation leave of five (5) working days or more shall be granted a pay advance for all days occurring during the scheduled vacation provided that a written request is made to the department head or his representative at least five days in advance of the employee's last day of work. Advances for other purposes may be granted at the option of the department.

27. VACATIONS

A. Eligibility:

Employees shall be eligible for vacation leave, without deduction of pay, when they have earned at least 800 hours of paid time, exclusive of overtime or premium time and they have attained status as city employees for at least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. Employees who have earned at least 1600 hours of paid time, exclusive of overtime, and have attained status as an employee for at least 12 months are entitled to five (5) additional vacation days. An additional vacation leave, not to exceed five (5) days annually, will be available to employees who have attained a total of fifty (50) days in their sick leave banks on any July 1st. Such additional vacation leave shall be equal to one-half (1/2) the difference between the amount of current sick leave credited and the amount of sick leave used during the fiscal year immediately preceding the July 1st date, not to exceed five (5) working days; all in accordance with Chapter 16, Article 7, Section 1 of the Municipal Code of the City of Detroit. There will be no loss of bonus vacation for use of sick leave while an employee is covered under Workman's Compensation.

B. Effective July 1, 1971, the vacation schedule shall be as follows:

0-6 months	no vacation
6 months	5 days
1 year	additional 5 days
2 through 5 years	10 days
6 years	11 days
7 years	12 days
8 years	13 days

9 years	14 days
10 through 12 years	17 days
13 years	18 days
14 years	19 days
15 years or more	20 days

After 1600 hours are worked in a fiscal year, an employee will be entitled to one-hundred percent (100%) of his next July 1st vacation. Current rules governing vacation will otherwise apply.

C. Vacation Period:

1. Vacations will, in so far as possible, be granted at a time most desired by employees according to their seniority and in accordance with local supplemental agreements.

2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day. The employee may request this time to be added to his vacation.

3. If an employee becomes ill while on his vacation or prior to it, his vacation will be re-scheduled after proof of such illness is produced.

Employees who are on extended sick leave of one (1) month or more on any July 1st date, shall, upon prior written application to the department head and the controller be entitled to a lump sum payment in lieu of time off for all vacation leave earned during the preceding fiscal year.

D. If an employee is laid off for an extended period of time, he will receive any unused vacation credit including that accrued in the current fiscal year on a pro-rata basis computed as follows: 8.3% of the vacation credit of the previous July 1st, multiplied by the number of calendar months in which employees have been paid for, not less than eighteen (18) normal service days, excluding overtime, and rounded to the nearest whole number.

A recalled employee, who received vacation credit at the time of the layoff for the current fiscal year, will have such credit deducted from his vacation if he is recalled during the same fiscal year.

28. SICK LEAVE

A. All regular employees who shall have completed three (3) months of continuous service shall be credited with one day of "current" sick leave at full pay for each service month of not less than eighteen (18) normal service days, not to exceed twelve (12) sick leave days in any one fiscal year. Unused "current" sick leave may accumulate without limitation.

B. Additional "reserve" sick leave of five (5) sick leave days shall be granted on July 1 of each fiscal year to all employees with a full year of service. Unused "reserve" sick leave may accumulate without limitation.

C. Sick leave balances shall be posted in locations convenient to the employees involved or given individually to each employee, once each fiscal year. Employees, individually, will also be given their sick leave balances upon request, but limited to one (1) such request in each fiscal year.

D. Sick leave shall be granted for the following purposes:

1. Absence due to personal illness; and exposure to contagious disease.
2. Absence not to exceed three (3) days due to exposure to contagious disease and/or attendance upon immediate members of the family within the household of the employee where necessary.
3. Absence not to exceed five (5) days in a fiscal year, for personal business which cannot be taken care of outside of working hours. Request for personal business absence shall be made to the supervisor two (2) days in advance except in cases of emergency.

Evidence of illness must be provided by medical certificate or other reasonable proof required by the supervisor for any sick leave granted beyond three (3) consecutive days or in an instance where the employee has been exposed to contagious disease. Granting sick leave for not more than three (3) days without the necessity of evidence shall be discretionary with the department head. Verification may include examination by a physician selected by the department head.

The term "immediate family" shall be construed to include husband, wife, children, father, mother, brother, sister and also relatives living in the same household.

E. All of the above provisions shall be in accordance with Chapter 16, Article 7, Section 2 of the Detroit City Code.

## 29. HOLIDAYS AND EXCUSED TIME OFF

### Section A

Employees shall be entitled to the following eight (8) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, Election Day, or an additional swing holiday in lieu of Election Day as designated by Common Council.

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

Employees shall be entitled to Dr. Martin Luther King's birthday as a holiday effective beginning the 1972-73 fiscal year. However, holiday premiums will not be paid for work on that day. If required to work, employees will be given equivalent time off which must be liquidated within thirty (30) days or it shall be forfeited.

### Section B

Employees shall receive eight (8) hours straight time pay for the above mentioned holidays. For six and seven day operation employees, when a holiday is concurrent with the employee's sixth or seventh work day and the employee does not work, the department head shall have the option of paying for the holiday or granting equivalent time off with pay. When the city elects to give the employee time off, said time shall be granted at the request of the employee with the approval of the department head.

If an employee engaged in six or seven-day operations works either the actual calendar holiday or the substitute holiday, he shall receive the holiday pay, but he will not be allowed to pyramid holiday pay for working both days.

#### Section C

An employee shall be eligible for holiday pay provided he shall have received at least eight (8) hours of pay exclusive of overtime in the calendar week prior to, during or after the holiday; provided the employee continues on the payroll through the holiday in question and would otherwise be qualified for the holiday.

For the purpose of this section, an employee shall be considered off the payroll if he is fired, quits, is on a formal leave of absence granted by the Civil Service Commission (generally over 30 days) or laid off.

An employee's payroll status not covered by the above shall be subject to a special conference. Criteria to be used to determine payroll status will be if the absence of the employee shall be for more than thirty (30) days.

#### Section D

If an employee is absent without just cause on a holiday on which he is scheduled to work, he shall receive no pay for the holiday.

#### Section E

Double time will be paid for all hours worked on a holiday in addition to the straight time holiday pay due for a holiday as such.

#### Section F

Premium payments shall not be duplicated for the same hours worked.

## Section G

Employees shall be granted four (4) hours of "excused time" on Good Friday or the last four (4) hours on the last scheduled paid day prior to Good Friday, and the last four (4) hours on the last scheduled paid day before Christmas and New Year's Eve, provided, they are on the payroll through the holiday in question. Employees required to work any portion of the "excused time" on these days will receive equal time off for hours worked but not to exceed four (4) hours for any of the half days. No holiday premium will be paid for work on these days. When an employee is absent without good cause for the non-excused portion of the day, he shall forfeit this excused time for the day.

## Section H

For the purpose of this Section, an employee shall be considered off the payroll if he participates in an illegal work stoppage which extends through a holiday. All benefits under this section will be forfeited for the holiday or excused time in question.

### 30. FUNERAL LEAVE

A. If a death occurs among members of the employee's immediate family, the employee will be granted three (3) days leave, not to be charged to sick leave. Such leave may be extended to five (5) days within the discretion of the department head based on individual circumstances.

B. Definition of Immediate Family The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, or other member of the household.

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.

D. Definition of Relative: Relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law or father-in-law.

E. If circumstances warrant additional funeral time over and above the provisions outlined, the department head may grant the request and may charge the additional time to the employee's account.

F. The local union president or his representative, with the approval of the department head, shall be allowed one (1) funeral leave day, not to be charged to sick leave, in the event of the death of a member of his local who is an employee of the City, to attend services.

G. All of the above provisions shall be in accordance with Chapter 16, Article 5, Section 24.1 of the Municipal Code of the City of Detroit.

### 31. HOSPITALIZATION-MEDICAL COVERAGE

A. The employer agrees to pay the full premium for hospitalization-medical coverage based on the Blue Cross Ward rate under the MVF-1 program, for the employee and legal dependents, duty disability retirees and their dependents, duty death beneficiaries and their dependents and regular retirees, all in accordance with Chapter 16, Article 9, Sections 5-8 and Section 10 of the Municipal Code of the City of Detroit.

Employees shall have the option of choosing any hospitalization-medical coverage approved by the Employee Benefit Board.

B. Eye and Dental Care: The City agrees to allow the Union the option of converting 7.5¢ of any offer made for 1971-72 for Teamster Eye and Dental Care. The employees covered and the method of payment shall be in accordance with the attached memorandum of understanding on this issue.

32. WORKMEN'S COMPENSATION, LAYOFF BENEFIT PLAN

A. Workmen's Compensation:

All employees shall be covered by the applicable Workmen's Compensation law, and Chapter 16, Article 7, Section 2 of the Municipal Code of the City of Detroit.

B. Layoff Benefit Plan:

Regular full-time employees shall be eligible for layoff benefits on the following basis:

1. The maximum benefit rate shall be equal to fifty-five percent (55%) of the employee's average gross weekly earnings based on the most recent thirty-nine (39) weeks in the base year. No weekly benefit shall exceed \$81.00.
2. The total number of benefit weeks at the maximum benefit rate shall not exceed twenty-six (26) computed at the rate of two (2) benefit weeks for each three (3) credit weeks of the most recent thirty-nine (39) credit weeks in the base year.
3. Employees electing a lay-off rather than a demotion shall not be eligible for lay-off benefits.
4. All of the above provisions shall be in accordance with Chapter 16, Article 10, of the Municipal Code of the City of Detroit.



### 33. GROUP INSURANCE PROGRAMS

A group life insurance program is available for all members of the Employee Benefit Plan on an optional basis.

A. Membership

Optional for members of the Employee Benefit Plan.

B. Contribution

The cost will be shared by the City and the employee. The City's contribution will be 36¢ per thousand dollars per month.

C. Benefits

<u>Yearly Pay</u>	<u>Amount of Insurance</u>
Under \$ 5,000	\$ 3,000
\$5,000 to \$7,500	\$ 5,000
\$7,500 to \$10,000	\$ 7,500
Over \$10,000	\$10,000

- D. Effective January 1, 1972 coverage will be increased by 25%. The additional coverage will be entirely city paid.

#### Income Protection Plan

The Employer agrees to institute an income protection plan. Cost will be shared by the Employer and the employee. This program to be effective as soon as necessary arrangements can be completed.

### 34. LONGEVITY PAY

- A. Employees may qualify for the first step of longevity pay as of December 1st each year, provided that they shall have served as city employees for an accumulated period of eleven (11) years.

B. Employees may qualify for the second step of longevity pay, inclusive of the first step, as of December 1st of each year, provided, that they shall have served as city employees for an accumulated period of sixteen (16) years.

C. Effective December 1, 1973, employees may qualify for the third step of longevity pay, inclusive of the first and second steps as of December 1st of each year, provided that they shall have served as city employees for an accumulated period of twenty-one (21) years.

D. The first step of longevity shall be payable in a lump sum annually on December 1st of each year.

E. The second step of longevity increment, inclusive of the first step, shall be three-hundred dollars (\$300), payable in a lump sum annually on December 1st of each year.

F. The third step of longevity, inclusive of the previous steps, shall be four-hundred and fifty dollars (\$450), payable in a lump sum annually on December 1st of each year.

G. Employees who have qualified for longevity pay and have accumulated at least 216 days of paid time exclusive of overtime or premium time during the year immediately preceding any December 1 date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any other date of qualification.

No employee will be denied a full longevity payment on December 1 because of a temporary unpaid absence of 30 continuous days or less extending through the December 1 date in question.

H. Employees who first qualify for longevity increment pay in any month after any December 1st date shall be paid such increment on a pro-rata basis upon attaining such qualification in the amount of a full increment less one-twelfth (1/12) thereof for each calendar month or fraction thereof from the previous December 1st date to date of such qualification.

I. Prorated longevity payments may be made between December 1 dates to qualified employees and officers who separate or take leave from city service, excluding those who are discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment shall be paid for time served on a full calendar month basis since the date of their last longevity payment; provided, that each month shall contain at least eighteen (18) days of service.

J. All of the above provisions in accordance with Chapter 16, Article 11, of the Municipal Code of the City of Detroit.

35. DEATH BENEFITS

A. Mandatory Death Benefit: The employer agrees to contribute \$14.56 annually toward a mandatory death benefit of \$4,900.00.

The employee contribution will be \$13.00 annually or 50¢ bi-weekly.

B. Duty Death Benefit: In addition to the Death Benefit as specified in Chapter 16, Article 9, Section 2 of the City Code, a duty death payment of \$2,500 will be paid to employees who are killed or who die as a result of injuries sustained in the actual performance of their duties, in accordance with the Common Council resolution of March 2, 1954, pg. 509.

36. JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay for all days so served during regularly scheduled work time.

37. CONTRACTUAL WORK

The right of contracting or sub-contracting is vested in the city. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the union nor to discriminate against any of its members, nor shall the present work force be reduced or classifications eliminated from the bargaining unit, for the aforesaid purposes or intentions, through contracting or sub-contracting.

38. UNION BULLETIN BOARDS

A. The city will furnish for the Union, one bulletin board at each of the agreed locations. The boards shall be used only for the following notices:

- (1) Recreational and social affairs of the Union.
- (2) Union meetings.
- (3) Union elections.
- (4) Reports of the Union.
- (5) Rulings or policies of the International Union.

Notices and announcements shall not contain anything political or of libelous nature.

B. Said material may be posted anytime and a copy made available for the department file. Only the steward or his alternate may post union material and he must sign his name to all material posted. All other material can be taken down by the department.

C. Any abuse of the union bulletin boards will be a matter for special conference.

#### 39. SUPPLEMENTAL AGREEMENTS

The parties agree that any supplemental agreements negotiated involving matters not covered herein and peculiar to a specific department shall be attached hereto and made part of the entire Agreement.

#### 40. ECONOMIC REOPENING CLAUSE

It is agreed between the parties that this Agreement shall be reopened between January 1, 1974 and March 1, 1974, for the purpose of revising fringe benefits, wages and other monetary matters and otherwise in accordance with the Rate Adjustment Procedure outlined in the Common Council Resolution of October 22, 1970 pg. 2693.

41. NON-ECONOMIC REOPENING

The parties agree that any or all of the following subjects, articles or sections of articles only, as strictly limited by the following definitions, shall be subject to reopening of negotiations upon written notice by either party, to the other during a thirty (30) day period immediately prior to December 1st of any year during the term of this Agreement:

1. Super seniority for union stewards on layoff and recall. (Non-Economic)
2. Inclusion of the following language under the article on Mobility, Section D, Promotions: (Non-Economic)
  - a. "Units under Teamster jurisdiction shall be filled to departmental operating requirements."
  - b. "The number of prequalified employees shall equal that number of employees necessary for continuous operation in the equipment series."
3. The 'four hour rule' on Emergency Assignments, first sentence, second paragraph. (Economic)
4. Article 23, Work Week Assignments. (Non-Economic)
5. Single monthly dues check off. (Non-Economic)
6. The permanent promotion to the higher title of any employee assigned to a higher title for thirty (30) days or more. (Non-Economic)
7. Arbitration of the level of classification.

All other subjects, articles, sections or sections of articles not provided for above will remain in full force and effect for the term of this Agreement.

42. MISCELLANEOUS

Activities involving internal management of employee organizations such as:

A. Collection of dues and other assignments and solicitation of membership shall not be conducted during working hours.

B. Membership meetings, campaigning for office, distribution of literature or membership drives shall not be conducted during working hours or in city work areas.

43. SAVINGS CLAUSE

If any article or section of this Agreement or any supplements thereto should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such Tribunal, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

44. DUPATION

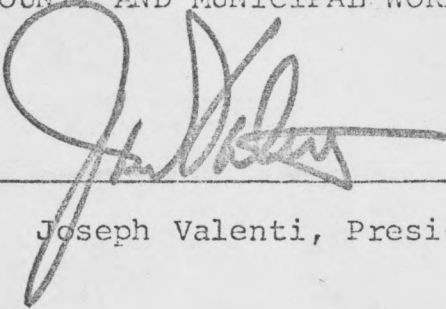
This Agreement shall become effective upon the effective date of the Resolution of Approval of the Common Council as provided by law.

This Agreement shall remain in full force and effect until 11:59 p.m., June 30, 1974 and from year to year thereafter unless either party shall give to the other party written notice of intention to terminate or modify this Agreement no less than thirty (30) days prior to its anniversary date; provided, that after such notice has been given, the parties may by agreement extend the contract for any period beyond the expiration date.

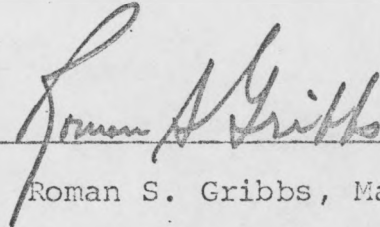
IN WITNESS WHEREOF, the parties have hereto affixed their signatures below:

LOCAL #214, TEAMSTER STATE,  
COUNTY AND MUNICIPAL WORKERS

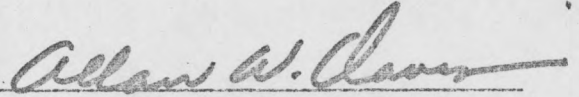
CITY OF DETROIT



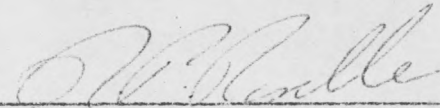
Joseph Valenti, President



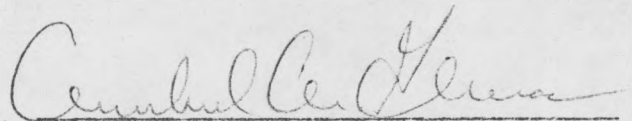
Roman S. Gribbs, Mayor



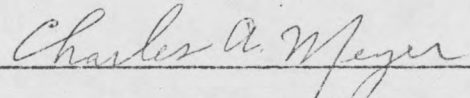
Allan W. Davis, Director  
Labor Relations Bureau



R. P. Roselle, Controller



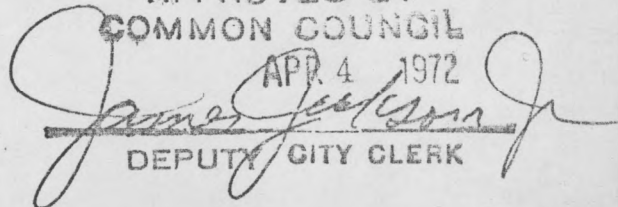
Michael M. Glusac  
Corporation Counsel



Charles A. Meyer  
Secretary-Chief Examiner  
Civil Service Commission

APPROVED BY  
COMMON COUNCIL

APR 4 1972



DEPUTY CITY CLERK

SCHEDULE A

Classifications in the Teamsters Bargaining Unit covered by this Agreement.

Aviation Commission

Senior Airport Service Man  
Airport Service Man  
Airport Field Maintenance Man  
Building Attendant A  
Laborer A  
Laborer B  
Building Cleaner

Buildings & Safety Engineering

Housing Improvement Investigator

Health Department

Animal Control Officer  
Junior Health Inspector  
Senior Health Inspector  
Senior Health Inspector/Auto  
Deliveryman

City Treasurer

Senior Parking Meter Collections  
Assistant

Streets and Traffic

Laborer A  
Mechanical Helper  
Parking Enforcement Assistant (Meter Maid)  
Parking Meter Serviceman  
Project Traffic Adjuster  
Repair Mechanic  
Traffic Sign Mechanic  
Traffic Sign Repairman  
Watchman

Purchasing Department

Weights and Measures Inspector



MEMORANDUM OF UNDERSTANDING  
Between The  
CITY OF DETROIT  
And The  
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL #214

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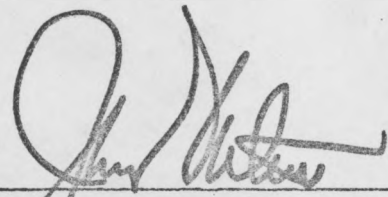
Re: Ordinance Changes

The City agrees to negotiate changes in the code, ordinances or resolutions which would effect this contract or its supplements as they pertain to wages, hours, benefits or working conditions.

It is understood that upon failure of the Union to agree to such change, such proposed change will not be made part of or affect this agreement or its supplements.

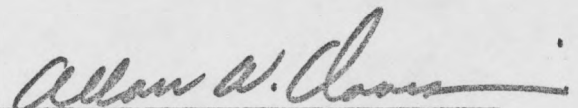
However, any change of any ordinance or resolution, for the purpose of clarification, which will not alter the specific intent of the resolution or ordinance, may be made by the City after notification to the Union.

Dated this 11<sup>th</sup> day of APRIL, 1972.



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Joseph Valenti, President  
Teamsters, Local 214



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Allan W. Davis, Director  
Labor Relations Bureau

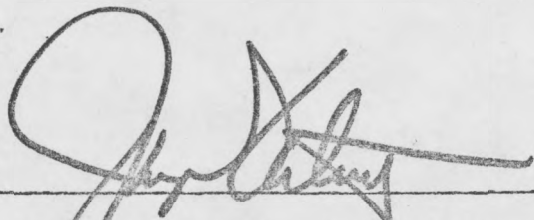
MEMORANDUM OF UNDERSTANDING  
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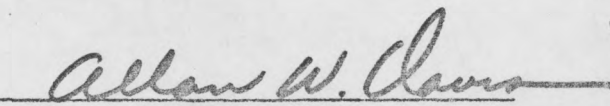
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Re: Dual Titles

Dual title positions will be established when the work assignment pattern indicates that something less than a full-time position is required to meet normal operating requirements. (Dual title positions shall not be utilized in lieu of full-time positions). Any questions concerning the propriety of a dual-title versus a full-time position shall be referred to the Classification Appeal Procedure described in Article 20 of this Agreement.

Dated this 11<sup>th</sup> day of APRIL, 1972.

  
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Joseph Valenti, President  
Teamsters, Local #214

  
\_\_\_\_\_  
Allan W. Davis, Director  
Labor Relations Bureau

MEMORANDUM OF UNDERSTANDING  
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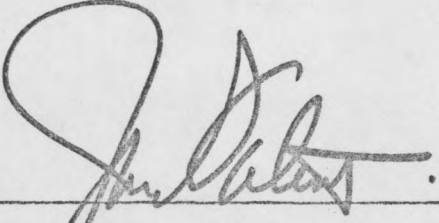
Re: Four-Hour Rule

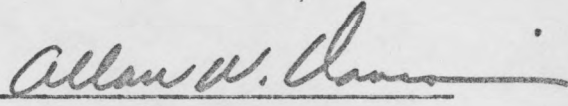
During negotiations of the master contract, a great deal of discussion took place concerning the so-called "four-hour rule", Article 22, page 29 of the master contract. The Union stated a concern that some locations did not follow the intent of this provision as well as in some instances its express terms.

The Labor Relations Bureau stated to the Union that it is not the intent nor the desire of the City to make out of class assignments for periods of less than four (4) hours solely for the purpose of avoiding payment in the higher classification.

The provision must be administered on a reasonable, common-sense basis recognizing the equities of the affected employee as well as the efficient operations of the City.

Dated this 11<sup>th</sup> day of APRIL, 1972.

  
\_\_\_\_\_  
Joseph Valenti, President  
Teamsters, Local 214

  
\_\_\_\_\_  
Allan W. Davis, Director  
Labor Relations Bureau

MEMORANDUM OF UNDERSTANDING  
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Re: Vacation Scheduling

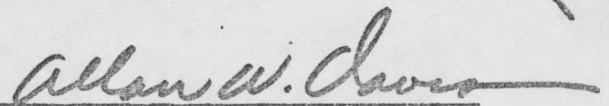
The Union has the right to request the Labor Relations Rates Division to attend supplemental hearings on vacation scheduling when the Department refuses to bargain based on financial reasons.

If the question is recognized as a financial issue, the request will then become a legitimate economic issue.

Dated this 11<sup>th</sup> day of APRIL, 1972.



Joseph Valenti, President  
Teamsters, Local 214



Allan W. Davis, Director  
Labor Relations Bureau

MEMORANDUM OF UNDERSTANDING  
Between The  
CITY OF DETROIT  
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TEAMSTER STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL #214

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Re: Agency Shop Negotiations

Whereas, the Circuit Court of the County of Wayne has enjoined the City of Detroit from enforcing certain Agency Shop provisions of another Union's contract, and

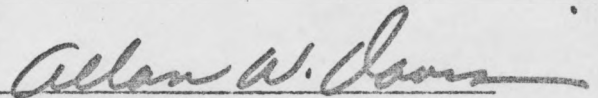
Whereas, issues concerning the amount of Agency or Service Fees is under litigation.

The parties hereby agree to enter a contract containing Agency Shop principals promptly after a court of last resort makes a determination of these matters.

Dated this 11<sup>th</sup> day of APRIL, 1972.



Joseph Valenti, President  
Teamsters, Local 214



Allan W. Davis, Director  
Labor Relations Bureau

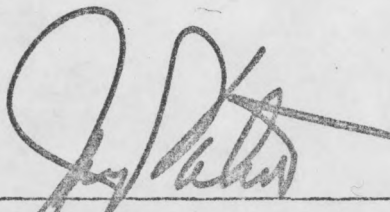
MEMORANDUM OF UNDERSTANDING  
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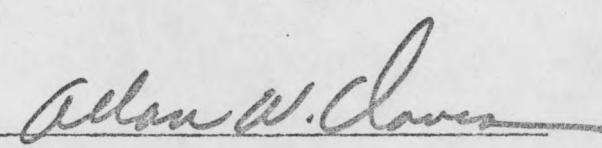
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Re: Single Monthly Dues Deduction

It is mutually understood by the parties that the City's data processing equipment will not presently handle single monthly dues deduction when other deductions are made on weekly and bi-weekly bases. The City agrees that, as soon as the equipment can handle a single monthly dues deduction, it will deduct the monthly dues of all Teamster Union members from the paycheck of the last pay period in each month.

Dated this 11<sup>th</sup> day of APRIL, 1972.

  
\_\_\_\_\_  
Joseph Valenti, President  
Teamsters, Local 214

  
\_\_\_\_\_  
Allan W. Davis, Director  
Labor Relations Bureau

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND THE  
TEAMSTER STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL #214

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TEAMSTER EYE AND DENTAL CARE

I. Amount of Payment

- A. The City of Detroit agrees to pay \$3.00 per week for each employee represented by Teamsters, Local #214, for Eye and Dental Care Insurance.
- B. Said payment shall be considered part of the employee's base rate when determining area rate comparisons.

II. Employee Eligibility

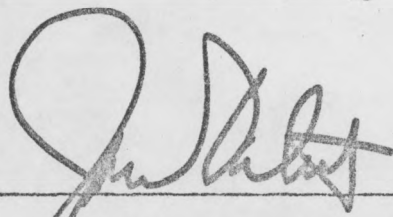
- A. All employees who are represented by Teamsters, Local #214, shall be eligible for the coverage except employees in the Department of Buildings and Safety Engineering.
- B. The City's payment for said coverage shall begin on November 15, 1971.
- C. Payments shall be made for all employees on the payroll in the respective classes as of the last pay date in a month.
- D. The City shall supply the union with a list of employees to be covered based on the payroll of January 7, 1972. All employees on that list shall be considered enrolled in the program effective November 15, 1971.
- E. After the original enrollment period, new members of the bargaining unit shall have payments begin for them at the beginning of the month in which they receive a paycheck in a class which is eligible for coverage.

- F. Employees who cease to be paid in a class which is eligible for coverage on the last pay date of the month shall cease to have coverage paid from the beginning of that month.
- G. Payments shall cease for an employee if he fails to draw a pay for thirty (30) calendar days. If he returns to the payroll he shall be treated as a new member of the bargaining unit.

III. Method of Payment

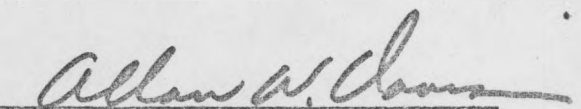
The City shall pay on a monthly basis. The City shall pay to the Union's designated agent \$3.00 per week for each employee for the total number of weeks in the month which shall be determined by the number of Saturdays in the month. It shall provide the Union with a list of additions and deletions from the record along with a check for the adjusted number of employees covered, by the 15th of the month following the month covered.

Dated this 11<sup>th</sup> day of APRIL, 1972.



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Joseph Valenti, President  
Teamsters, Local #214



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Allan W. Davis, Director  
Labor Relations Bureau



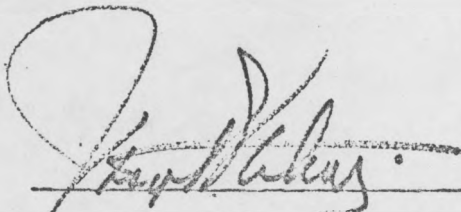
MEMORANDUM OF UNDERSTANDING  
Between The  
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TEAMSTER STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL #214  
JULY 1, 1971 TO JUNE 30, 1972

It is agreed that those Teamster members paid in classifications entitled to Cost of Living Allowance according to the Official Compensation Schedule are hereby waiving that benefit and are hereby substituting Teamster Eye and Dental Care instead.

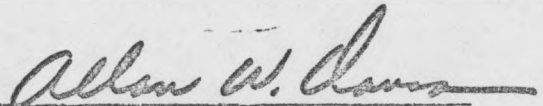
This agreement will expire on June 30, 1972.

Payments in succeeding fiscal years shall be subject to negotiations.

Dated this 3rd day of December, 1971.



Joseph Valenti, President  
Teamster, Local #214



Allan W. Davis, Director  
Labor Relations Bureau

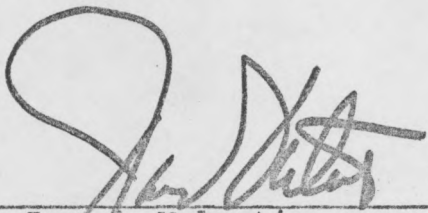
MEMORANDUM OF UNDERSTANDING  
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TEAMSTERS - STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL #214

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Re: Wages and Fringe Benefits

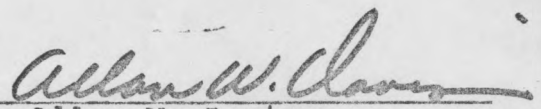
Wages and improvement in fringe benefits during the term of this agreement shall be in accordance with the economic agreements executed between Teamsters, Local # 214 and the City of Detroit during the period of July 1, 1971 through January 1, 1972.

Dated this 11<sup>th</sup> day of APRIL 1972.



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Joseph Valenti  
President  
Teamsters -- Local # 214



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Allan W. Davis  
Director of Labor Relations  
City of Detroit