

6/30/86

SUMMARY OF CHANGES IN TEAMSTERS  
NON-CRAFT UNIT  
1983-86 MASTER AGREEMENT

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NOTE: The summary statements below are not intended to constitute any interpretation or meaning apart from the actual language of the labor agreement.

Article 2 - Management Rights and Responsibilities

Parties agreed to move statement on "incidental duties" not covered in class specification to Union Rights - Article 3.

Article 4 - Non-Discrimination

Non-discrimination provision clarified by addition of phrase "... except where based on a bona fide occupational qualification."

Article 5 - Agency Shop

Period after employment after which new employee must join union or pay service fees amended from 90 working days to 90 calendar days.

Article 6 - Stewards and Alternates

- Some clarification in steward structure terminology i.e., designated representative who could serve in absence of both steward and alternate steward.
- Provision that stewards to be assigned to yards where agreed to in departmental supplements.
- Right of steward to work overtime expanded to include when work available in his class or lower class in series which he is able to do.
- Clarifies that super-seniority applies only to stewards and only as long as they continue to hold their office.

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#### Article 7 - Grievance Procedure

- Eliminated Step 1(b), the filing of the written grievance with immediate supervisor.
- In Step 3, established a specific time limit in which department head must schedule meeting (7 calendar days).
- All off-sets to back pay awards are detailed.

#### Article 8 - Interference with Work

- Language clarified as regards to bargaining unit members involved in community health and safety who are expected to report for work (including crossing picket lines).
- Management has discretion to reassign bargaining unit members to other locations if a work stoppage by another union is localized.

#### Article 9 - Time Limits on Grievances

Time limit for Union filing grievance after incident changed from 14 calendar days to 15 working days.

#### Article 10 - Disciplinary Procedures

- New article which replaces Suspension and Discharge article in 1980-83 Master Agreement.
- Establishes general guidelines for a discipline program and sets out provisions for notification, appeal procedures and administration of discipline.
- Includes section on employee's right to review his/her personnel files in accordance with applicable state law.
- Provision that Teamsters, Local #214 will have opportunity to review all current departmental standards and work rules.

#### Article 12 - Safety Procedure

- Considerable revision of Safety Procedure article in 1980-83 Master Agreement including a revised complaint and investigation procedure.
- Employee may be ordered to take out faulty (not unsafe) vehicle equipment upon written notice from supervisor.
- Verified serious equipment malfunction will result in equipment being taken out of service until checked by mechanic.
- Establishment of joint city-wide union/management safety committee.

### Article 18 - Emergency/Temporary Assignments

Period after which employee is entitled to higher compensation for out-of-class work changed from four (4) hours to three (3) or more consecutive work days or four (4) or more days in a calendar month.

### Article 19 - Changes in Duties, Equipment and Work Assignments

- Some revision in procedure for determining allocation of new or modified equipment assignments.
- Requirement of notification to union of new equipment and conference with union, if requested, within 15 days.
- Initial determination of allocation of new equipment by Personnel Department staff within 30 days.

### Article 25 - Vacations

- Raises the eligibility requirement for a full vacation from 1,600 hours of paid time to 1,976 hours. Monthly proration qualifier increased from 18 to 20 days per month.
- Paragraph G added, stating current City practice on vacation payment to employees with multiple titles.
- Paragraph H added, replacing Pay Advance (for employees on vacation) article in 1980-83 Master Agreement.

### Article 26 - Sick Leave

- Reduces the annual sick leave reserve allotment from 5 days to 3 days effective July 1, 1984. Correspondingly, reduces the number of days an employee must have in his/her bank to be eligible for the bonus vacation formula.
- Some language changes from 1980-83 Master Agreement to make language more standard (Note: Sick leave article in 1980-83 Master Agreement also included provisions on unused sick leave on retirement).

### Article 27 - Unused Sick Leave on Retirement

- This subject separated from Sick Leave article and set out as separate article (See note above).
- Continued the policy which became effective July 1, 1981 of awarding 1/2 of unused sick leave upon retirement.

#### Article 28 - Holidays and Excused Time Off

- Substitutes the day after Thanksgiving for Columbus Day effective in 1984.
- Allows seven (7) day operation employees to be scheduled off for the holiday on either the holiday or the substitute holiday.
- New sections on six and seven day operation employees and Christmas and New Year's holiday season closing replaces memoranda of understanding in 1980-83 Master Agreement.

#### Article 29 - Funeral Leave

- Requires that the employee must attend the funeral to be eligible for funeral leave.
- Gives the employee the option of using two days of sick leave to extend funeral leave for a relative whose funeral is over 300 miles from Detroit.

#### Article 30 - Hospitalization, Medical Insurance, Dental Insurance and Optical Care

- Effective January 1, 1984 several cost containment programs will be implemented for active and retired employees.
- 50% of any savings realized from above programs using 1982-83 Blue Cross/Blue Shield cost as base will be shared by employees. Also, 50% of any premium increase over 1982-83 rates will be paid by employees beginning July 1, 1984.
- Sponsored dependent coverage to be paid by the employee effective January 1, 1984.
- Coverage for young adults (19 to 25 years old) who are not full time students will be paid by the employee effective January 1, 1984.
- Health Care Network added to the list of alternate health care providers available to employees.

#### Article 31 - Workers' Compensation

Restricts the amount of supplement from an employee's sick leave bank so that an employee's total compensation from Workers' Compensation and Sick Leave supplement is limited to 95% of net pay rather than 100% of gross pay. Also, eliminates the earning of holidays, vacation and reserve sick leave for employees on Workers' Compensation who are receiving a supplement.

### Article 32 - Death Benefits and Life Insurance

- Reduces the contributions by the City and by the employee for the \$4,900 death benefit.
- Effective April, 1984 increases the amount of optional life insurance that an employee is eligible to purchase at his/her own expense.

### Article 33 - Longevity Pay

- Maintains the 1981 improvement in the Longevity Plan but only for employees hired prior to August 3, 1981; employees hired August 3, 1981 and after shall be covered under pre-1981 plan.
- Raises the eligibility requirement for a full longevity payment from 1,600 annual paid hours to 1,976 paid hours, and correspondingly lowers the disqualification threshold from a 30 day unpaid absence to 13 days.

### Article 35 - Contractual Work

Paragraph C expanded to specify particulars of information on outside contracting which are to be discussed with union.

### Article 41 - Retirement

- Changes the eligibility requirement to start collecting a vested pension to age sixty-two regardless of when the employee would have normally been eligible to retire, had he/she continued employment with the City of Detroit.
- No benefits for vested retirees.

### Article 42 - Wages, Salaries and Miscellaneous Pay Policies

- Increases current rates by 6% or 50¢, whichever is greater, retroactive to 11:59 p.m., June 30, 1983 for all active employees. This will give them the increase negotiated in the concession agreement (See Schedule F).
- Provides for rate increases in 1984-85 and 1985-86 years based on a specific formula based on increases in the City's revenues, i.e., local property taxes, local personal tax, state revenue sharing and federal revenue sharing. (See Memorandum of Understanding re: Equity Formula)

Article 44 - Residency

Statement that residence shall mean domicile added.

Article 47 - Social Security

New article stating that bargaining unit members to continue to be covered under FICA.

Article 48 - Tuition Refund

New article stating current policy that bargaining unit members eligible for City's Tuition Refund Program.

Article 49 - Employee Assistance Program

New article stating current policy that bargaining unit members can avail themselves of the services of the City's Employee Assistance Counseling Center.

Article 50 - Modification and Termination

Expiration of labor agreement established as 11:59 p.m. on June 30, 1986.

SCHEDULE C - Driving Eligibility Standards and Guidelines for Departmental Actions

- New; replaces "Interim Guidelines" adopted during 1981 Teamsters negotiations.
- Recognizes 1972 Eligibility Standards as applicable to bargaining unit members.
- Accident Review Board to review all accidents and determine if "chargeable" or "non-chargeable" to driver; if chargeable, to determine if accident was "serious incident" or "minor incident".
- Lists options for department if employee is no longer eligible to drive City vehicle.

MEMORANDUM OF UNDERSTANDING:

RE: Private Car Mileage Reimbursement  
Reduces the mileage reimbursement to \$2.19 per day plus a flat 26¢ per mile for the duration of the agreement.

LETTERS:

RE: Facilities for Treating On-the-Job Injuries

- States current policies relating to treatment of on-the-job injuries.
- City to investigate complaints regarding Maybury Clinics.

RE: Selection of Health Insurance Carrier

Union has option of selecting an insurance carrier of its choice to provide health care insurance to its members; such selection must be in accordance with prescribed guidelines.

RE: Departmental Disciplinary Codes

City agrees to meet with union to discuss disciplinary codes in effect in various departments.

6/30/86

MASTER AGREEMENT

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BETWEEN THE

CITY OF DETROIT

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS,  
LOCAL #214, NON-CRAFT UNIT

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1983-86

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

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TABLE OF CONTENTS

ARTICLE NUMBER		PAGE NUMBER
5	Agency Shop Agreement	3 1
19	Changes in Duties, Equipment and Work Assignments	26
40	Clothing, Uniform and Tool Allowance	50
35	Contractual Work	48
32	Death Benefits and Life Insurance	41
10	Disciplinary Procedures	12
18	Emergency/Temporary Assignments	25
49	Employee Assistance Program	57
16	Formal Leaves of Absence	24
29	Funeral Leave	38
7	Grievance Procedure	6
28	Holidays and Excused Time Off	35
30	Hospitalization, Medical Insurance, Dental Insurance and Optical Care	39
8	Interference with Work	10
34	Jury Duty	47
33	Longevity Pay	45
20	Maintenance of Standards	28
2	Management Rights and Responsibilities	1
39	Miscellaneous	50
14	Mobility	17
50	Modification and Duration	57
4	Non-Discrimination	2
23	Overtime	29
14	Promotions	18
38	Rates for New Positions	50
1	Recognition of Union	1
15	Reduction in Force	18
44	Residency	53
41	Retirement	51
12	Safety Procedure	16
43	Savings Clause	53
13	Seniority	17
21	Service Day and Week	28
24	Shift Premium	30
26	Sick Leave	33
47	Social Security	56
11	Special Conferences	15
6	Stewards and Alternates	4
37	Supplemental Agreements	49

TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>		<u>PAGE NUMBER</u>
45	Teamster Pension Plan	54
9	Time Limits on Grievances	11
17	Training Program	25
48	Tuition Refund	57
46	Unemployment Compensation - Supplemental Unemployment Benefits	54
36	Union Bulletin Board	49
3	Union Rights	2
27	Unused Sick Leave on Retirement	35
25	Vacations	31
42	Wages	52
31	Worker's Compensation	41
22	Work Week Assignments	29
-----		
	SIGNATURE PAGE	58
-----		
	SCHEDULE A - Classifications Covered by this Agreement	59
	SCHEDULE B - Guidelines Re: Equipment Operation	61
	SCHEDULE D - Long Term Disability Insurance (Income Protection Plan)	66
	SCHEDULE C - Driving Eligibility Standards and Guidelines for Departmental Actions Applicable to Members of Teamsters, Local #214	62
-----		
	MEMORANDA OF UNDERSTANDING:	
Re:	Chief Stewards Compensation	73
Re:	Credit Union and Income Deferral	74
Re:	Equity Formula for 1984-85 and 1985-86	75
Re:	Establishment of Dual Titles	74
Re:	Ordinance Changes	84
Re:	Private Care Mileage Reimbursement	81

TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>		<u>PAGE NUMBER</u>
-----		
	LETTERS OF UNDERSTANDING:	
Re:	Defense and Indemnification of Employees Against Damage Suits and Claims	85
Re:	Departmental Disciplinary Codes	89
Re:	Facilities for Treating On-the-Job Injuries	90
Re:	Selection of Health Insurance Carrier	92

## 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, 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 and the rights of the City shall in no way conflict with the 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 layoff 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 hours and shifts and 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.

### 3. UNION RIGHTS

A. No member of this unit shall be required to do work outside the concept of his/her classification, nor shall any other employee perform duties which are outside the concept of his/her 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.

It is understood by the parties that every incidental duty connected with operations is not always specifically described or enumerated in the job description or 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. Any alleged violation of union rights in Article 3, is subject to an immediate hearing of the Pre-Arbitration Panel after Step 3 of the Grievance Procedure has 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, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status or non-disabling handicap except where based on a bona fide occupational qualification.

## 5. AGENCY SHOP

A. Employees are free to join or not to join the Union. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.

B. The City agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Union.

C. Any person certified and employed with the City on or after October 11, 1947, who is not a member of the Union and does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date they first become a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in an amount equal to the regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) calendar days after receipt of written notice by the employing Department from the Union, unless otherwise notified by the Union in writing within said thirty (30) calendar days, and provided that the Union shall release the Department from fulfilling the obligation to discharge if during such 30-day period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Union.

E. All Union membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts

to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent reasonably promptly to the Treasurer of the Union. The Treasurer of the Union shall not request the City to change the amounts so deducted more often than four times each City fiscal year.

F. The Union shall not have right or interests 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 a check in payment of such deductions by mail to the Union, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments. (Chapter 16, Article 6, Section 4 of the Municipal Code of the City of Detroit.)

G. The Union shall refund to employees dues and service fees erroneously deducted by the City and paid to the Union. The City may offset any amount erroneously or improperly deducted and paid to the Union from any subsequent remittance to the Union.

H. Upon receipt of written notification from the Union, the City agrees to make a special deduction from a member's paycheck to recover delinquent dues or service fees. This deduction will continue until the Union notifies the City in writing to stop the deduction. Any refunds for overpayments will be the responsibility of the Union. The maximum amount the City will deduct for delinquent union dues or service fees from any payment will be limited to \$25.00 per pay check.

I. The Union agrees to save and hold harmless the City from any damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provisions.

## 6. 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 shall be represented by one steward, or in his/her absence the alternate steward, 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 steward and alternate steward, a designated representative shall be appointed by the Union President.

C. When employees in any department are scheduled to work overtime, the steward or in his/her absence the alternate steward, will be called first as long as there is work in his/her classification, or lower class in series which he/she is able to perform, in his/her representative district and in accordance with department supplemental agreements.

D. The City recognizes that Teamsters, Local #214 (both Craft and Non-Craft) may be granted a total of four (4) 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.

E. Representative districts in each department shall be as outlined in department supplemental agreements.

F. 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.

G. 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.

H. Notwithstanding their position on the seniority list, all Union stewards of record 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 in their department,
3. work in a classification within the bargaining unit which they formerly held in their department,
4. work in a lesser class within the bargaining unit in their department in which they 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.

The provisions of this article shall apply as long as employees continue to hold their Union office.

## 7. GRIEVANCE PROCEDURE

The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit.

Step 1: An employee who believes he/she has been unjustly dealt with may discuss his/her complaint with his/her immediate supervisor, with or without his/her steward or designated representative. In the event the employee desires that his/her steward be present, he/she shall make his/her 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 2: 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 division head with fifteen (15) working 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 Division Head or his/her designated representative will promptly arrange a meeting with the grievant and his/her Union representative to review the grievance and render a decision, in writing, within seven (7) calendar days of the meeting. If the subject grievance is not appealed in writing to Step 3 of the grievance procedure within seven (7) calendar days from the date of the Division Head's decision, his/her disposition shall be considered as settlement of the grievance.

Step 3: If the grievance is not satisfactorily resolved at "Step 2", the decision may be appealed to the Department Head or his/her 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/her designated representative shall have seven (7) calendar days to arrange a meeting. He shall have seven (7) calendar days from the mutually agreed meeting date to render his/her written decision.

Step 4: Pre-Arbitration 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 Pre-arbitration Panel within ten (10) calendar days of the decision rendered at Step 3. This panel will meet when necessary.

The Pre-Arbitration Panel shall consist of not more than two (2) representatives of the Union, and not more than two (2) representatives of the City, one of which shall be a Labor Relations representative.

Upon failure of the panel to agree to a settlement of the issues, and upon the failure of the parties to agree to the selection of an Ad Hoc Arbitrator at this meeting, the Labor Relations Representative will contact the F.M.C.S. for a list of Arbitrators. The parties will then meet to mutually agree upon an Arbitrator from the list.

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 accordance with Step 5.

1. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and he/she 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/her right under Section 6 of Act 379 of the Public Acts of 1965.
  - c. Concerning a matter which has been appealed to the Mayor pursuant to applicable State Law.
  - d. Granting any wage increases or decreases.
  - e. Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement.
  - f. Relative to position classification whether permanent or temporary.
  - g. Concerning complaints filed with State or Federal Civil Rights enforcement agencies alleging violation of equal employment opportunity.
2. 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.
3. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of ten (10) 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.

4. 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/her pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay if the employee files his/her grievance within fourteen (14) calendar days after receipt of such pay.
5. 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 temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Aid to Dependent Children, and City funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.
6. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case.
7. 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.
8. In the event a case is appealed to an arbitrator and he/she finds that he/she 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.
9. 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.

10. 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.

#### 8. 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.

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 employees involved in job assignments which may impact upon the health and safety of the community will be expected to report for work. If, in the opinion of such employee, his/her safety may be impaired he/she will so inform his/her supervisor who will make arrangement for the employee's safety.

At the City's discretion, bargaining unit members may be reassigned to alternate work locations in the event of a limited strike or work stoppage by another Union.

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

## 9. TIME LIMITS 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 fifteen (15) working 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/her 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 case of pay shortage in which the employee would not have been aware before receiving his/her pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such pay if the employee files his/her 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/her present classification for time worked, on assignments made by authorized persons in his/her 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 payshortages and shall not apply to any situation involving a dispute over whether or not an employee is properly classified.

If the Union requests information regarding a grievance from an aggrieved employee's personnel file, such information will be made available to the Union. However, if such information is of such a nature that its release could be damaging to the employee and suit for damages could be brought against the City therefor, the Employer may request that the Union present written authorization from the employee to release such information.

It is agreed that any information requested in accordance with the above provision which is not made available to the Union shall not be admissible as evidence in any grievance or arbitration hearing.

#### 10. DISCIPLINARY PROCEDURES

A. The City and the Union agree that all disciplinary action taken against an employee shall be for just cause and subscribe to the general philosophy that the primary purpose of disciplinary action is to correct employee behavior or conduct, that the disciplinary action procedure should be progressive in nature, and that selection of discipline in any specific case should be appropriate based on the circumstances of the offense and the employee.

B. Notification Requirements: Notification shall be given to the appropriate union representative of any disciplinary action taken against any member which may result in any official entries being added to the employee's personnel file. Both employee and the Union representative shall be given a copy of such official entry.

In all cases when a supervisor contemplates issuance of disciplinary action, the supervisor shall inform the employee and allow the employee the opportunity to have union representation. If the employee declines the union representative, he/she shall indicate so in writing and a copy of which shall be given to the Union.

In the case of a suspension or discharge, the employee will be allowed adequate time to discuss the suspension or discharge with his/her steward, and the Employer will make available an area where he/she may do so prior to leaving City property. Upon request, an appropriate management representative will discuss the suspension or discharge with the employee and his/her steward. Exceptions to this procedure would be in situation where the suspended or discharged employee is absent without leave or the parties agree that such discussion would not be beneficial at this time.

In the case of an oral reprimand, a notation by date and subject only shall be placed in the employee's personnel file.

C. Appeal Procedures: All disciplinary actions shall be subject to the grievance procedure.

Grievances involving oral or written reprimands shall be initiated at Step 1 and may be processed through the subsequent steps of Article 7, Grievance Procedure.

Should the Union consider the suspension or discharge of an employee to be improper, the Union shall submit a written grievance to the department head or his/her designated representative within ten (10) calendar days of the Union's receipt of the formal notice of the action. The grievance shall be processed in accordance with Step 3 of the Grievance Procedure. Any further appeal of suspension or discharge shall be in accordance with the provisions of Article 7, Grievance Procedure.

D. Should it be necessary to reprimand an employee, management will attempt to administer such reprimand so as not to unduly cause embarrassment to the employee.

E. Once disciplinary action has been taken against an employee by an authorized management representative, such disciplinary action on the particular charge cannot be increased in severity. Any subsequent adjustment of the discipline shall be made only by mutual agreement in settlement of the dispute.

F. During investigation, before an employee shall be required to make any written statement or written reply pertaining to possible misconduct on his/her part, the employee shall be given the opportunity to discuss the matter first with his/her steward.

G. Personnel Records: All employees within the bargaining unit shall have the right to review his/her personnel record every six (6) months if requested by the employee in writing. Such requests shall be granted within five (5) working days of receipt of the written request and shall be scheduled during regular business hours. This review may be with the presence of the employee's steward if requested by the employee.

Employees shall be entitled to copies of materials in their personnel file, and to submit written statements explaining the employee's position if there is disagreement with any material in the file, in accordance with applicable State law.

H. Use of Past Record: In imposing any discipline on a current charge or in evaluating an employee for promotion or transfer, management will not take into account any prior infractions or disciplinary action taken which occurred more than fourteen (14) months previously.

#### GUIDELINES FOR ADMINISTRATION OF A CORRECTIVE DISCIPLINE PROGRAM

1. Disciplinary action may be imposed for an employee' failure to fulfill his/her job responsibilities or for improper conduct connected with the individual's employment.

Grounds for disciplinary action generally fall into five (5) basic categories:

- a. Attendance Problems
- b. Insubordination
- c. Unsatisfactory Work Performance
- d. Misconduct on the Job
- e. Certain instances of Misconduct off the Job

In general, acts committed while off duty will not be grounds for disciplinary action, unless the results of such acts significantly impair the ability of the employee to perform his/her work, adversely affect the operations of the employing department or bring City service into public disrepute.

2. Discipline is intended to be corrective and should follow a series of progressive steps to change the employee's unacceptable conduct or behavior.

Following is a series of progressive steps which will serve in the majority of cases:

- a. Oral Reprimand(s)
- b. Written Reprimand(s)
- c. Suspension(s)
- d. Discharge

These steps should give the employee notice that continued unacceptable conduct or behavior will result in more serious disciplinary action.

In cases of more serious offenses, the first disciplinary action taken may begin with the written or suspension step; and, for the most serious offenses, it may be appropriate to impose serious suspension and/or discharge the employee on the first occasion of improper conduct without prior discipline.

3. Disciplinary action should be appropriate and take into account both the offense and the employee.

Factors which should be considered in imposing discipline in each case are:

- a. The seriousness and circumstances of the particular offense.
  - b. The employment history of the employee involved including length of service.
  - c. The recency and nature of prior disciplinary action taken with respect to the employee.
  - d. Prior departmental action in comparable situations.
4. Any published departmental standards or rules governing employee conduct or expected work performance should be fairly, uniformly and consistently applied.

NOTE: Within twenty (20) calendar days following the effective date of this Agreement, representatives of Teamsters, Local #214 shall be provided with copies of departmental standards and work rules. Within ninety (90) calendar days after receipt of such copies, Teamsters, Local #214 shall have the opportunity to review and discuss with management these standards and rules currently in effect in the various City departments.

## 11. SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between local union representatives and the department head or his/her designated representatives or the Labor Relations Division, upon the request of either party within fourteen (14) calendar days of such request. Such meeting 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 matters 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.

## 12. SAFETY PROCEDURE

The Employer agrees that employees will not be assigned 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 to his/her immediate supervisor. Specific complaints concerning safety shall be put in writing.

If the employee's complaint is not satisfied, he/she shall notify the Union steward who shall meet and discuss the complaint with the supervisor without undue delay.

Following report of the alleged unsafe operation and during investigation by the Union steward and supervisor, the employee may be reassigned to other available work pending evaluation. Where possible, such alternate work shall be compensurate with the employee's daily work schedule.

In the case of complaints concerning alleged faulty vehicle equipment, if in the opinion of the supervisor, the equipment is safe to operate, the supervisor may order the equipment in service by written notice to the employee. All verified claims of serious equipment malfunction shall result in the equipment being written out of service until checked out by a mechanic.

If the complaint is not resolved with the supervisor, the Chief Steward shall submit the complaint, in writing, to the Department's safety officer or representative who shall investigate the complaint, and meet with the Chief Steward within two (2) days.

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 the grievance procedure starting at Step 3.

The parties agree to establish a Joint Labor/Management Health and Safety Committee consisting of two (2) persons selected by the President of Local 214 and two (2) persons selected by the Labor Relations Director. The Committee shall meet at mutually agreeable times and places to discuss matters of health and safety which have general application on a City-wide basis and to review legislation or regulation which may effect the City's health and safety programs.

### 13. 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; provided, however, that employees certified on or after July 1, 1978 who are not appointed within thirty (30) days or such certification shall have their date of appointment recorded as their date of seniority and certification. Seniority, as defined above and in accordance with the rules of the Personnel Department, is established primarily to serve as a basis for layoff 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 layoffs 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/she shall be entered on the Seniority List of the unit.

The Union shall represent probationary employees for 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 Lists: The City will furnish the Union quarterly a seniority list showing each employee's name, address, department, classification, pension number, social security number, and total City seniority date. This information shall be organized in a format mutually agreeable to the Union and the City.

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

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

#### 14. PROMOTIONS

Promotions within each of the representative units (See Schedule A) shall be proper subject for departmental supplemental agreements. All promotions shall be subject to a three (3) month trial period.

#### 15. REDUCTION IN FORCE

##### SECTION 1 - REDUCTION IN FORCE TERMS DEFINED

A. A reduction in force is a reduction in the number of employees in a given class in a department of the City for lack of work, lack of funds, or reasons other than the acts or delinquencies of employees. The expiration of a limited term certification or change of status shall not be considered a reduction in force, provided such employment is terminated before a reduction affecting employees in the same class employed on a permanent basis.

B. A lay off due to reduction in force is the separation of an employee from a position in a department and from the classified service of the City of Detroit.

C. A demotion due to a reduction in force is the separation of an employee from a position in a class in a department by change of status to a position in a lower class.

D. A transfer due to reduction in force is the separation of an employee from a position in a class in a department by change of status to a position in an equivalent-level class.

E. A voluntary lay off is a separation of an employee from the classified service of the City of Detroit which is made at the request of and for the convenience of the employee.

F. Unless otherwise indicated, seniority shall mean total city seniority as determined in accordance with Personnel Department Rules.

G. Class seniority shall mean the total amount of regular service in the class, excluding periods of provisional employment, provided the employee has acquired permanent status in the class.

H. An employee acquires status in the classified service by certification in accordance with Section 6-510 of the City Charter and Personnel Department Rules III and IV.

I. An employee who is certified, promoted, transferred, or demoted to a position in a class on a regular permanent basis or permanent-subject to continuing availability of program funding, acquires permanent status in the class, provided he/she has satisfied all qualification requirements of the class including completion of any required probation period. An employee can have permanent status in only one class at a time.

J. An employee who is certified, promoted, transferred or demoted to a position in a class only for a specified term or conditional event, or where the certification or status change states that such employment is limited to assignment on a particular project, acquires limited-term status in the class.

## SECTION 2 - ORDER AND MANNER OF SEPARATION

Reduction in force in a department shall be by class and shall be made from among all employees in the same class in that department. The order and manner of separation of employees in the class shall be as follows:

A. Provisional employees shall be separated by terminating their services; provided, however, that employees provisionally employed in the class who hold permanent status in some other class shall be restored to the class from which they were provisionally promoted or transferred.

B. Employees who are non-residents as defined by rules and resolutions of the Civil Service Commission shall be laid off; provided, however, that employees working and residing in areas approved by the Civil Service Commission shall be construed as residents for purposes of this Article.

C. Employees hired on a limited-term basis and employees hired on a permanent basis but who have not completed their initial probationary period shall be laid off in accordance with their seniority, the least senior employee being laid off first.

D. Employees in the class on a limited-term basis and employees in the class on a permanent basis who have not completed the required probationary period, but who held permanent status in some other class, shall be restored to the class from which they were promoted or transferred. Separation shall be in accordance with their length of service in the class, the employee with the least amount of service being separated first.

E. Employees with permanent status in the class shall be separated from the class by demotion, transfer or layoff in accordance with the procedure provided for in Section 3.

### SECTION 3 - PROCEDURE FOR SEPARATION OF PERMANENT EMPLOYEES

A. When necessitated by or as a result of a reduction in force in a class in a department, employees with permanent status in the class shall be subject to separation from the class in the following order:

1. Employees who have less than three (3) years of class seniority. Separation shall be in accordance with their class seniority, the least senior employee to be separated first.
2. Employees who have three (3) or more years of class seniority. Separation shall be in accordance with their total city seniority, the least senior employee to be separated first.

B. Employees who are to be separated from the class in accordance with paragraph (A) shall be subject to and have rights to demotion as follows:

1. Demotion in Series

If the employee is in a class in an occupational series, the employee shall have the right to be demoted to a position in the department in a lower class in the series, provided, he/she has the necessary seniority. For purposes of determining such demotion rights, the employee shall exercise his/her total city seniority. The employee to be displaced as a result of the demotion shall be determined in accordance with the procedure provided in paragraph (A).

An employee who waives his/her right to demotion to the next lower class in series and is laid off, shall lose all rights to city-wide displacement as provided for in Section 4 and restoration rights as provided for in Section 6.

2. Demotion or Transfer to a Formerly-Held Class in the Department

If the employee has held permanent status in another class or classes, the employee may elect demotion or transfer in the department to a previously held lower or equivalent-level class, provided he/she has the necessary seniority. For purposes of determining such demotion rights, the employee shall exercise his/her total City seniority. The employee to be displaced as a result of the demotion shall be determined in accordance with the procedure provided in paragraph (A). If the formerly-held class is not in the bargaining unit, the employee to be displaced will be determined in accordance with applicable rules.

An election to accept a demotion or transfer to a formerly-held class is optional for employees who have a right to a demotion in series.

3. Change of Status to Vacant Positions in Other Classes

If the employee has exhausted his/her rights to demotion or transfer under (1) and (2) above, the department may, in so far as the interests of the service permit, propose transfer or demotion of the employee to an available vacant position in any other class in the department for which the department believes the employee is qualified. Such proposed change of status shall be subject to the approval of the Personnel Director.

C. Employees who are to be separated from the class in accordance with Paragraph (A) and whose eligibility for demotion or transfer is exhausted shall be laid off.

#### SECTION 4 - CITY-WIDE DISPLACEMENT

Employees with permanent status who have been laid off in a class from a City department shall displace employees of the same classification in categories A, B, C, and D listed in Section 2 on a City-wide basis. In addition, laid off permanent employees who have one or more years of classified service shall displace other permanent employees in the same classification of lesser seniority in accordance with the procedure provided in Section 3(A) on a City-wide basis. Employees who fail to exhaust their eligibility for demotion to the next lower class in series in their department shall lose their eligibility for City-wide displacement. Least senior employees displaced under this section shall be subject to demotion, transfer or lay-off in accordance with applicable rules.

#### SECTION 5 - MEANS OF ACCOMPLISHING CITY-WIDE DISPLACEMENTS

Displacement of lesser seniority employees across departmental lines shall be accomplished by lay-off and displacement certification and shall coincide with the effective date of the lay-off, if possible, but in any event within thirty (30) days of the effective date of lay-off of employees having displacement rights.

#### SECTION 6 - ORDER OF RECALL

A. Employees who were laid off, demoted, transferred, or laid off and certified to a lower class as a result of a reduction in force shall have their names maintained on a special register ("blocking list") in the Personnel Department in order of their total City seniority if they have three (3) or more years in the class and then class seniority if they have less than three (3) years in the class.

B. Laid off employees who elect layoff in lieu of demotion in series shall be placed on the preferred eligible list for the class in which they were laid off and shall be recertified to available vacancies in this class in the order of their total City seniority if they have three (3) or more years in the class and then class seniority if they have less than three (3) years in the class.

C. Laid off employees shall be placed on preferred eligible lists for all other classes in which they have held permanent status and shall be offered certification to available vacancies in these classes in the order of their total city seniority from such lists, provided that employees who were laid off in such classes have been first recalled.

Should a laid off employee on a preferred eligible list waive an offer of employment to a position in the class, his/her right to remain on that list shall terminate.

D. In the absence of a preferred eligible list for a class, laid off employees shall be certified to requisitions for positions in such class from higher, equivalent or allied lists which have been determined to be appropriate by the Personnel Director.

#### SECTION 7 - EFFECT OF JURISDICTIONAL LINES

It is not the intent of this Article to prevent employees in one bargaining unit from exercising their rights to demotion, transfer or recall to positions in another bargaining unit provided they qualify for such rights under applicable rules.

#### SECTION 8 - STATUS CHANGES IN ANTICIPATION OF LAYOFFS

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

#### SECTION 9 - EMPLOYEES HOLDING MULTIPLE TITLES

An employee can have permanent status in only one class at a time. An employee who carries a multiple title shall have permanent status in the lowest class of the multiple title or the class in the multiple title in which he/she last held permanent status on a single title basis, unless there is a contractual agreement, Personnel Department action identifying the class in which the employee has permanent status, or MERC decision granting jurisdiction to a named bargaining agent.

## SECTION 10 - PREEMPTIVE LAY-OFF REQUESTS

If a reduction in force in a department is imminent or taking place over an extended period of time, any employee who has been identified as being subject to lay-off, may request in writing that he/she be laid off prior to the date when he/she would be reached for such lay-off. Such request is subject to approval of the employing department and the Personnel Director.

Employees who are granted an effective date of lay-off earlier than the scheduled lay-off date shall retain the same rights which they would have had had they been laid off as scheduled.

### 16. 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. Training relating to an employee's regular duties in an approved educational institution.
3. Prolonged serious illness in the immediate family.
4. Military service.

B. Leaves of absence may be granted for other reasons than those listed above where such leaves are deemed beneficial to the City. Requests for leaves of absence are to be submitted in writing to the personnel office of the department in which the employee works. Denials of requests for leave may be referred to the City Personnel Department. The procedure for administration of leaves of absence shall be in accordance with Personnel Department Rules. To be eligible for a leave of absence, the employee must have completed one (1) year of continuous service.

Such leaves granted may be extended for periods up to two (2) years. After two years, the person's name would be placed on the preferred eligible list for an additional two (2) years. Persons on leave shall continue to accrue seniority for leave periods up to one year. These limitations shall not apply to leaves for military service.

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. Two members of the Union selected to attend State or National Union conventions, not to exceed three in one year, shall be allowed time off their 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/her 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 (3) days (except in cases of proven unabling emergency), shall be deemed to have resigned from the City service and to have vacated his/her position. Any such absence shall be without pay unless otherwise approved by a subsequent action by the City.

#### 17. TRAINING PROGRAM

Training needs shall be proper subject for Special Conference.

#### 18. EMERGENCY/TEMPORARY ASSIGNMENTS

No employee covered by this bargaining unit shall be required to perform duties which are not within the concept of his/her classification and fall within the concept of another classification except under emergency conditions. Emergency conditions shall be defined to be conditions caused by factors beyond the control of management which cannot be anticipated or planned for in the normal course of departmental operations and where assignment of workers can not be delayed or postponed until the proper employee can be assigned.

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 provisions of this and the supplemental agreements.

Temporary assignment of employees to a higher classification may be made to cover temporary absences or unavailability of other employees. Such assignments shall be made first to the most senior dual-title employees having the classification for the work to be performed. If such employees are not available, the work is to be assigned on an out-of-class basis to the highest seniority employee in the next lower class who is available and has the ability to perform the work.

When conditions result in an employee being assigned to perform the duties of a higher classification for three (3) or more consecutive work days, or a total of four (4) or more work days in a calendar month, the department will immediately take steps so that the employee so assigned will be compensated at the rate for the appropriate classification for all such out-of-class hours worked. Supervisors shall not alternate or rotate out-of-class assignments for the purpose of avoiding out-of-class compensation.

During any emergency or temporary assignment, members of the unit shall retain all rights under this Agreement.

19. CHANGES IN DUTIES, EQUIPMENT AND  
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 involve the application of skills and training not previously required, the new equipment or specific change shall be reported by the department, in writing, to the Personnel Department with a copy to the Union. Such writing shall include the specifications for new or modified equipment and/or specific changes in duties.

Upon receipt of the written communication, the Union may request a conference with the department and Personnel Department staff to discuss proper allocation of the new or changed positions. Such conference shall be scheduled within fifteen (15) working days.

Following the discussion, the Personnel Department staff will make an investigation and a preliminary determination of the appropriate class and a recommendation to the Personnel Department within thirty (30) days.

Should any of the parties fail to agree on the action taken by the Personnel Department, they may file an appeal to the Civil Service Commission for hearing by the Classification Appeal Board within fifteen (15) calendar days of the Personnel Department's action as provided under Civil Service Rules.

Appeals of the determination of the Classification Appeal Board may then be made to the Civil Service Commission which shall render a decision which will be final and binding upon all parties.

During the period of investigation and appeal, the department may place the new or changed equipment in operation on a temporary basis. If as a result of the appeal process, the position or assignment is allocated to a higher title, the permanent assignment shall be filled in accordance with Article 14. Employees temporarily assigned shall not receive any seniority in the higher title.

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 Personnel Department adopted the new classification.

However, should it be determined by the Personnel Department at any point in this procedure, that an employee has been assigned duties of an established classification other than his/her present classification, the department will process the appropriate out-of-class 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 Personnel Department by the department or, in the absence of such report, prior to the union's request for conference.

20. 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.

21. 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 work days. 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 24, "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/she 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.

## 22. 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.

## 23. 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 8, of the Municipal Code of the City of Detroit, according to the City Council resolution of May 29, 1962, J.C.C. page 1186, as amended.

2. For all hours in excess of the regular work week, as provided in Chapter 16, Article 5, Section 8, of the Municipal Code of the City of Detroit.
3. Salary Rated Employees - Time and one-half shall be credited or paid to salary employees as follows:
  - a. All hours worked over eight (8) in one service day except if such time is worked on a seventh day or holiday.
  - b. All hours worked over forty (40) in one service week except as indicated in Section 23, A-3-c and except if such time is worked on a seventh day or a holiday.
  - c. Employees who are assigned to a work week of less than forty (40) hours, shall be entitled to time and one-half for all work on the sixth day if they shall have worked the assigned hours in the work week.

B. Double Time Overtime

Double time (two-hundred per cent (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 6 of the Municipal Code of the City of Detroit.

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

D. All of the above shall be in accordance with Chapter 16, Article 5 of the Municipal Code of the City of Detroit and the Michigan Minimum Wage Law.

24. SHIFT PREMIUM

A. Employees who work on afternoon and night shift shall receive, in addition to their regular pay, a premium of forty five cents (45¢) per hour for the afternoon shift and a premium of fifty cents (50¢) per hour for the night shift according to Article 5, Section 12 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 6:59 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 3:59 a.m., in accordance with Chapter 16, Article 5, Section 12, of the Municipal Code of the City of Detroit.

25. VACATIONS

A. ELIGIBILITY:

Employees inducted during the course of the fiscal year shall not be eligible for vacation leave without deduction of pay until they shall have earned at least one-thousand hours of paid time, exclusive of overtime or premium time, and until 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. Once employees have earned at least one-thousand nine hundred and seventy-six (1,976) hours of paid time, exclusive of overtime, and have attained status as employees for at least twelve (12) months, they are entitled to five (5) additional vacation days. In order that an employee's time may be computed on a fiscal year basis, on the July 1 following his/her first year anniversary date of employment the employee will be entitled to a prorated vacation leave, computed by multiplying the number of months remaining from the anniversary date, to the end of the fiscal year by 8.3 per cent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his/her vacation shall be computed on a fiscal year basis.

B. 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

C. VACATION PERIOD:

1. Vacations will, insofar 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.

3. If an employee becomes ill while on his/her vacation, or prior to, his/her vacation shall be re-scheduled after proof of such illness.

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 Finance Director be entitled to a lump sum payment in lieu of time off for all vacation leave earned during the preceding fiscal year.

D. VACATION PRORATION:

Employees who fail to accumulate the required one-thousand nine hundred and seventy six (1,976) of straight time Regular Payroll hours, those who die and those who are separated from the service, either temporary or permanently, so that it is apparent at the time of separation that they will not accumulate one-thousand nine hundred and seventy six (1,976) hours of straight time pay, shall be entitled to vacation leave before such separation computed as follows: 8.3 per cent of the vacation credit of the previous July 1 multiplied by the number of calendar months in which employees have been paid for not less than one hundred and sixty (160) straight time Regular Payroll hours, and rounded to the nearest whole number. After one-thousand nine hundred and seventy six (1,976) straight time hours are worked in a fiscal year, employees will be entitled to one-hundred per cent (100%) of their next July 1 vacation. In the special situation employees who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one year anniversary date to the date of separation by 8.3 per cent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

E. CREDITING VACATION:

Eighty percent (80%) of anticipated annual vacation leave (rounded down to the nearest 1/2 day) will be posted to an employee's bank after he/she has accumulated 1,600 straight time hours in a fiscal year. The remainder of his/her time will be credited after he/she has

worked 1,976 straight time hours. In the event an employee has been credited with more time than he/she has earned, on the succeeding July 1st, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two banks, he/she will be docked for the time.

F. VACATION PRORATION - LAYOFFS:

An employee who is laid off for an extended period of time beyond thirty (30) calendar days, will receive a lump sum bonus payment in lieu of any unused vacation credit including that accrued in the current fiscal year on a pro-rata basis according to Section 25-D.

A recalled employee who received a lump sum bonus credit at the time of lay-off for the current fiscal year will have such credit deducted from the total vacation earned in the fiscal year in which he/she is laid off.

An employee who is laid off for thirty (30) days or less shall have the option of receiving a lump sum bonus payment in lieu of vacation or leaving his/her vacation intact.

G. RATE DURING VACATION: Employees will be paid their current base rate while on vacation. Employees with multiple classifications shall be paid an average current rate of pay computed from the ratio of time worked in each classification over the fiscal year immediately preceeding such vacation.

H. If a regular pay day falls during an employee's vacation of one (1) week or more, he/she may request his/her check in advance before going on vacation and such request shall be granted.

26. SICK LEAVE

A. All employees who shall have completed three (3) months of continuous service shall be granted one (1) day of sick leave for every service month of not less than eighteen (18) normal service days, not to exceed twelve (12) sick leave days in any one fiscal year. Sick leave earned after July 1, 1971 may accumulate without limitation.

B. Reserve sick leave of three (3) service days shall be granted beginning July 1, 1984 to all employees with a full year of service on an annual basis. All reserve sick leave earned after July 1, 1971 may accumulate without limitation.

C. Sick leave may not be granted in anticipation of future service.

D. Sick leave balances shall be expressed in terms of hours and shall be posted on the employee's check stub.

E. Employees who have accumulated a total of forty-nine (49) or more unused sick days on July 1, 1984 or who have accumulated a total of forty-seven (47) or more unused sick leave days on July 1, 1985, or who have accumulated a total of forty-five (45) or more unused sick days on July 1, 1986 shall receive up to five (5) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited according to the following table:

<u>Sick Leave Days Used In Previous Fiscal Year</u>	<u>Bonus Vacation Days To Be Credited on July 1st</u>
0 to 2	5
3	4-1/2
4	4
5	3-1/2
6	3
7	2-1/2
8	2
9	1-1/2
10	1
11	1/2
12 or more	0

F. Employees will have access to Departmental Leave Days in accordance with the Municipal Code and the Manual of Standard Personnel Practices. Permission will not be unreasonably withheld.

G. The above shall be in accordance with Chapter 16, Article 7, Section 2 of the Municipal Code of the City of Detroit except as modified by this article.

27. UNUSED SICK LEAVE ON RETIREMENT

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

Upon retirement, or death with twenty (20) years of service, an employee shall be entitled to payment of one-half (1/2) of their unused sick leave.

B. The payment will be made as part of the Employee's Pension Program, or the Employee's Benefit Plan, or through the Finance Department.

28. HOLIDAYS AND EXCUSED TIME OFF

A. Employees shall be entitled to the following seven (7) holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Martin Luther King's Birthday shall be observed on the same day as Wayne County.

Employees shall be entitled to three (3) 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 and the third swing holiday after two hundred seventy (270) calendar days.

B. Employees shall receive eight (8) hours straight time pay for the above mentioned holidays. Where a holiday is concurrent with the employee's sixth or seventh work day, the 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.

C. An employee shall be eligible for Holiday Pay provided he/she 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/she is fired, quits, is on a formal leave of absence granted by the Personnel Department (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.

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

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.

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

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 eight (8) hours of "Excused Time" on the last scheduled paid day before Christmas Day and before New Year's Day and for Veteran's Day, Columbus Day, and Election Day as designated by the City Council, or an additional Swing Holiday in the event there is no designated Election Day, provided they are on the payroll through the excused time day in question. Employees required to work any portion of the "Excused Time" on these days will receive either equal time off for hours worked or additional pay at straight time for such hours at the option of the Department Head. 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/she shall forfeit this excused time for the day. Effective July 1, 1984, the day after Thanksgiving will be substituted for Columbus Day.

H. For the purpose of this Article, an employee shall be considered off the payroll if he/she engages in work stoppage which extends through a holiday. All benefits under this Article will be forfeited for the holiday or excused time in question.

I. If a Holiday or Excused Time Day falls on Saturday it shall be observed on the preceding Friday, and if a Holiday or Excused Time Day falls on Sunday it shall be observed on the following Monday for all employees except those assigned to six and seven day operation. Should two (2) consecutive Holidays or Excused Time Days occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official Holidays.

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

1. An employee assigned to a six or seven day operation may be scheduled off for the holiday on either the calendar holiday or the substitute holiday.
2. When an employee works both the calendar holiday and the substitute holiday, the day selected as a holiday for pay purposes shall be the day which allows the employee the maximum pay credit for working both days.
3. If an employee works either the calendar holiday or the substitute holiday, but not both, he/she shall be paid holiday premium for the day worked.
4. If an employee is off sick on the calendar holiday, or the substitute holiday, or both, he/she shall receive holiday pay in lieu of sick pay on one of the two days. If he/she works either of the two days he/she shall receive holiday premium.
5. If an employee is AWOL on the actual calendar holiday, but works the substitute holiday, he/she shall not be entitled to holiday pay or holiday premium.

K. The City shall have the option to close all or part of its facilities for the Christmas and New Year's holiday season consistent with operating needs and the public service. Employees shall have the option of using vacation, swing holidays, compensatory time or no-pay for any days off during this period. If an employee has no paid time accrued, and wishes to work, the City will make every attempt to place an employee on a job assignment consistent with their job classification and ability to perform the work.

In the event a department requires additional personnel during the period, the Personnel Department will be so advised. Employees who are without accrued time and are desirous of working during the period will contact their department Personnel Officer for available placement in another department.

The optional holiday season closing dates during the period of this agreement shall be:

December 27, 28, 29, 1983  
December 26, 27, 28, 1984  
December 23, 26, 27, 30, 1985.

The City agrees to allow those employees who would have to be off without pay during the 1985-86 Christmas - New Year's shutdown, the option to use vacation time, if any, which has been earned but not yet credited for Monday, December 30, 1985. In the event an employee separates from the City service before the advance vacation time would normally be credited, the City shall deduct the advanced time from his/her final prorated vacation payment or any other payment made to an employee upon separation from City service.

Any scheduled time off during these periods shall not be counted against the employees' attendance records nor adversely affect their benefits.

## 29. FUNERAL LEAVE

A. If a death occurs among members of the employee's immediate family or household, the employee, provided he/she attends the funeral, will be granted three (3) days leave not to be charged to sick leave; provided that such leave will be extended to five (5) days if the funeral which the employee attends is more than 300 miles from the City of Detroit. When an employee is entitled to three (3) days leave under this provision, the funeral is within 300 miles of Detroit, he/she shall be granted two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.

B. Definition of Immediate Family: The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother.

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

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

E. If the Local Union President is not available to attend the funeral of the City employee who is a member of his/her local, a representative of the local, with proper notification to the department head, shall be allowed one (1) funeral day, not to be charged to sick leave, to attend the funeral.

30. HOSPITALIZATION, MEDICAL INSURANCE, DENTAL  
INSURANCE AND OPTICAL CARE

A. The City shall provide hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2.00) co-pay (Certificate #87), known as the two-dollar (\$2.00), deductible Drug Rider for employees and their legal dependents, duty disability retirees and their legal dependents, and duty death beneficiaries and their legal dependents, as provided by Chapter 16, Article 9 of the Municipal Code of the City of Detroit.

B. Employees shall have the option of choosing alternative hospitalization medical coverage made available by the City. The City's contribution to the alternative plans shall be limited to the premium cost for Blue Cross/Blue Shield ward service rates, excluding dental insurance. Total Health Care, Michigan Health Maintenance Organization and Health Alliance Plan shall comprise the list of alternative hospitalization plans. If at the end of any fiscal year an alternative hospitalization plan has failed to enroll 5% of the bargaining unit employees, the City shall have the option of removing that plan from the list of eligible carriers.

C. The City will pay the premium for regular retirees and their spouses for hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2.00) co-pay (Certificate #87) known as the two dollar (\$2.00) deductible Drug Rider as provided by City Council in the 1977-78 closing resolution. The City will pay this premium for regular retirees and their spouses for only as long as they receive a pension from the City.

D. The City Blue Cross hospitalization plan for active employees and their dependents shall include Blue Cross Master Medical insurance with a twenty percent (20%) co-pay benefit and a fifty dollar (\$50.00) per person annual deductible (\$100.00 for two or more in a family).

E. The City will contribute \$21.96 per month to Teamster's Local #214, or its designated representative, for a Dental Insurance program.

F. The City will provide Optical Care Insurance through the Employee Benefit Board and such benefit will include case hardened lenses.

G. If, during the term of this Agreement, a Federal Health Security Act is enacted, the City of Detroit will pay during the term of the Agreement any premium, taxes or contributions employees may be required to pay under a Federal Health Security Act that are specifically earmarked or designated for the purpose of the Federal Program.

H. Effective February 1, 1984 employees who wish to insure sponsored dependents shall pay the premium cost of this coverage. Also, effective February 1, 1984 the City will pay the health insurance premium for dependents who are 19 to 25 years of age for only as long as they are regularly attending an accredited vocational school, college or university and are dependent upon the employee for support and maintenance and were reported as such on the employee's most recent federal income tax return. Employees at their own expense may provide coverage for these dependents through a payroll deduction.

I. Effective January 1, 1984 paragraphs A, B, C and D of this article shall be replaced by the following paragraphs.

J. The City shall provide hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service under the Michigan Variable Fee (MVF-1) coverage with riders and cost containment and Prescription Drug Group Benefit Certificate with two dollar (\$2.00), deductible Drug Rider for employees and their legal dependents, duty death beneficiaries and their legal dependents and duty disability retirees and their legal dependents. MVF-1 coverage with riders shall be the same as MVF-2 except for the family continuation coverage.

K. Employees shall have the option of choosing alternative hospitalization medical coverage made available by the City. Total Health Care, Michigan Health Maintenance Organization, Health Alliance Plan and Health Care Network shall comprise the list of alternative hospitalization plans. If at the end of any fiscal year an alternative hospitalization plan has failed to enroll 5% of the bargaining unit employees, the City shall have the option of removing that plan from the list of eligible carriers.

L. Effective July 1, 1984 active employees and retirees; who retired on or after January 1, 1984, shall pay 50% of the cost of hospital and medical insurance premium increases over the 1982-83 premium rates for Blue Cross/Blue Shield ward service under MVF-II coverage.

### 31. WORKERS' COMPENSATION

A. All employees shall be covered by the applicable Workers' Compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of and in the course of city employment shall be continued on the payroll and his/her time shall be charged to his/her sick leave reserve for all days not covered by Workers' Compensation payments; provided that in the absence of any sick leave reserve he/she shall be paid regular wages or salary to the extent of two-thirds of his/her daily wage or salary but for a period not to exceed seven (7) days; provided, also; that where the employee has a sick leave reserve and receives income under the Worker's Compensation Act, such income shall be supplemented by the City with an amount sufficient to maintain his/her regular salary or wage for a period not to exceed that of his/her sick leave reserve, and such reserve shall be charged for all sick leave days or portions thereof paid to such employee.

B. For employees who receive Workers' Compensation after November 1, 1983 and where the employee has a sick leave reserve and receives income under the Worker's Compensation Act, such income shall be supplemented by the City from his/her sick leave banks in an amount sufficient to bring it up to ninety-five percent (95%) of his/her weekly take-home pay. For the purposes of this article, take-home pay is defined as gross pay from the City less Social Security deductions, and less Federal, State and City income tax withholding amounts based on the employee's actual number of dependents. Employees shall be eligible to earn current sick leave.

C. Employees shall not be eligible for holiday pay nor earn additional vacation or reserve sick leave when they are being paid Workers' Compensation benefits.

### 32. DEATH BENEFITS AND LIFE INSURANCE

#### A. DEATH BENEFITS

Death benefits for all regular City employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 16, Article 9, Section 16-9-2 currently provides a death benefit of \$4,900.00.

1. MEMBERSHIP  
Mandatory for regular employees.
2. CONTRIBUTIONS  
By the City - \$13.30 per year per employee.  
By the employee 20¢ per week or \$10.40 per year.

In the event the above contributions are not sufficient to adequately fund this benefit, the level of benefit shall be adjusted to reflect the deficiency.

B. Payment for employees killed or permanently disabled in line of duty:

1. A lump sum duty death benefit of \$10,000 will be paid to the beneficiaries or estate of employees who are killed or who die as a direct result of injuries sustained in the actual performance of their duties.
2. A lump sum payment of \$10,000 will be made to any employee who is totally and permanently disabled from illness or injury arising solely out of the actual performance of their duties. "Totally and permanently disabled" shall be defined exclusively as follows:
  - a. Total and permanent loss of sight of both eyes.
  - b. Loss of both legs or both feet at/or above the ankle.
  - c. Loss of both arms or both hands at/or above the wrist.
  - d. Loss of any two of the members or facilities enumerated in (a), (b), (c).
  - e. Permanent and complete paralysis of both legs or both arms or one leg and one arm.
  - f. Incurable insanity or imbecility.

A claimant to benefits under this Paragraph shall have the right to present any written information in support of the claim which shall become part of the records reviewed by the physician appointed by the Finance Director and the Medical Board of Inquiry, should a Board of Inquiry be formed.

The Finance Director shall appoint a physician who shall examine the medical records and findings and with respect to rights of claimants the physician may also personally examine the claimant. Said physician shall within sixty (60) days of appointment file a written report regarding his/her medical findings which report shall include a recommendation as to whether or not the claimant is entitled to the benefits.

Should either the claimant or the Finance Director disagree with the medical findings of the physician so appointed and the claim for benefits is denied, the claimant or the Finance Director must so indicate to the other in writing the demand for a Medical Board of Inquiry.

The Medical Board of Inquiry shall consist of three physicians or surgeons appointed by the Wayne County Medical Society. The Medical Board of Inquiry shall examine all medical findings and within sixty (60) days of its formation shall file with Finance Director written report of its findings, which as to the benefits provided herein shall be final and binding as to the medical finding. The Finance Director shall pay the fees of the physician named by him and the fees of any Medical Board of Inquiry formed.

3. Employees who receive a permanent disability payment under this article shall be ineligible for the \$10,000 Duty Death Benefit described in Section B-1 above.

#### C. GROUP LIFE INSURANCE

A group life insurance program for the employee and his/her family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 16, Article 12.

1. Membership - Optional for members of the Employees Benefit Plan.
2. Contributions - The City shall pay approximately sixty percent (60%) of the premium for insurance up to and including \$12,500. The employee shall pay forty percent (40%) of the premium for insurance up to and including \$12,500. The employee shall pay the full cost of any insurance in excess of \$12,500.
3. Benefits - Employees:

<u>Yearly Pay</u>	<u>Amount of Insurance</u>
Under \$5,000	\$ 3,750
\$5,000 to \$7,500	\$ 6,205
\$7,500 to \$10,000	\$ 9,375
Over \$10,000	\$12,500

4. Additional life insurance inclusive of the \$12,500 of insurance shown above is available through this plan at the employee's expense as follows:

<u>Yearly Pay</u>	<u>Amount of Insurance</u>
\$12,500 to \$15,000	\$15,000
\$15,000 to \$17,500	\$17,500
\$17,500 to \$20,000	\$20,000
\$20,000 to \$22,500	\$22,500
\$22,500 to \$25,000	\$25,000
\$25,000 to \$27,500	\$27,500
\$27,500 to \$30,000	\$30,000
\$30,000 to \$32,500	\$32,500
\$32,500 and above	\$35,000

5. BENEFITS - DEPENDENTS:

<u>Cost of Employee</u>	<u>Amount of Insurance</u>
a) For employees hired prior to December 21, 1973	
25¢ per week	\$1,500 each dependent
70¢ per week	\$5,000 each dependent
b) For employees hired on or after December 21, 1973	
70¢ per week	\$5,000 each dependent

D.

1. Not later than April 1, 1984 the amount of the additional life insurance which employees may purchase at their own expense, inclusive of the \$12,500 of insurance in Section C-4, will be increased. Employees will be able to purchase insurance which is approximately equal to their annual salary or they may choose to purchase insurance which is approximately equal to two times their annual salaries in accordance with the following:

<u>Yearly Pay</u>	<u>Amount of Insurance Option 1</u>	<u>Amount of Insurance Option 2</u>
\$12,500 to \$15,000	\$15,000	\$30,000
\$15,000 to \$17,500	\$17,500	\$35,000
\$17,500 to \$20,000	\$20,000	\$40,000
\$20,000 to \$22,500	\$22,500	\$45,000
\$22,500 to \$25,000	\$25,000	\$50,000
\$25,000 to \$27,500	\$27,500	\$55,000
\$27,500 to \$30,000	\$30,000	\$60,000
\$30,000 to \$32,500	\$32,500	\$65,000
\$32,500 and above	\$35,000	\$70,000
And so forth in \$2,500 Increments	And so forth in \$2,500 Increments	And so forth in \$5,000 Increments

2. The implementation of this additional option shall be subject to the agreement of the current life insurance carrier. The current practice of the insurance carrier requiring applicants to fill out forms to determine the state of their health and their insurability will continue as in effect on June 1, 1983.
3. Not later than April 1, 1984 and subject to the agreement of and conditions determined by the current life insurance carrier, retirees shall have the option of converting all or part of their group life insurance to a life insurance policy at their own expense. Also, subject to the above conditions, employees who resign may continue their current coverage at their own expense. For retirees who elect to retain this coverage, the City shall deduct the premiums from their retirement checks on a monthly basis.
4. Should the current carrier decline to provide the coverage agreed upon, the City shall rebid the entire package upon the expiration date of the current contract with the present carrier.

### 33. LONGEVITY PAY

A. Employees hired prior to August 3, 1981 shall qualify for longevity pay as follows:

1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of five (5) years.
2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of eleven (11) years.
3. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of sixteen (16) years.
4. Employees may qualify for the fourth step of longevity pay, inclusive of the first, second and third steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.

5. Employees may qualify for the fifth step of longevity pay, inclusive of the first, second, third and fourth steps, provided they have served as City employees for an accumulated period of twenty-six (26) years.
6. The first step of longevity increment shall be one hundred fifty dollars (\$150). The second step of longevity increment inclusive of the first step, shall be three-hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second steps, shall be four-hundred and fifty dollars (\$450). The fourth step of longevity increment, inclusive of the first, second and third steps, shall be six hundred dollars (\$600). The fifth step of longevity increment, inclusive of the first, second, third and fourth steps, shall be seven hundred and fifty dollars (\$750).

B. Employees hired on or after August 3, 1981 shall qualify for longevity pay as follows:

1. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of eleven (11) years.
2. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of sixteen (16) years.
3. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.
4. The first step of longevity increment shall be one hundred fifty dollars (\$150). The second step of longevity increment inclusive of the first step, shall be three-hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second step, shall be four-hundred and fifty dollars (\$450).

C. Employees who have qualified for longevity pay and have accumulated at least 1,976 hours of straight time Regular Payroll hours of paid 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. Except for employees first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 1st.

No employee will be denied a full longevity payment on December 1st because of a temporary unpaid absence of thirteen (13) continuous days or less extending through the December 1st date in question.

D. Employees who first qualify for longevity pay increments 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.

E. 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 160 straight time Regular Payroll hours of service.

F. All of the above provisions except as modified herein shall be in accordance with Chapter 16, Article 11 of the Municipal Code of the City of Detroit.

#### 34. JURY DUTY

A. An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay for all days he/she is required to serve on jury duty in accordance with the Common Council Resolution of March 16, 1965, J.C.C. page 459, as amended.

B. In the event that an employee reports for jury duty but does not actually serve on a jury, he/she will be paid the difference between the jury pay received and his/her regular days pay and be excused for the day.

C. In order to receive payment for jury duty supplementation, an employee must have been regularly scheduled to work on a non-overtime basis, must give reasonably prompt prior notice to his/her supervisor that he/she has been summoned for jury duty, and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment. The provisions of this section are not applicable to an employee, who, without being summoned, volunteers for jury duty.

The jury duty supplementation shall not apply to special service, contractual, temporary or other employees with less than one year of seniority.

D. When properly notified by an employee under the terms of Section C, the department shall, if necessary, reschedule the work assignment of the employee so as to coincide as closely as possible with the jury duty schedule. This reassignment shall take precedence over other conflicting sections of this contract.

E. Employees shall have the option when called to Jury Duty, to use vacation or compensatory time for such service. In that event, the employee will not be required to turn in his/her jury pay. However, the employee must notify the department of his/her desire to exercise this option prior to the first date of jury service.

F. Jury Duty shall be considered as time worked.

G. An employee on Jury Duty will be continued on the payroll and be paid at his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received from such jury duty and return that amount to the City, less any mileage allowance paid for the jury service.

If an employee fails to turn in his/her jury duty payment, the City will hold subsequent payments due to the employee until the City is reimbursed for all time lost due to the alleged jury duty service.

### 35. CONTRACTUAL WORK

A. The City is genuinely interested in maintaining maximum employment for all seniority employees covered by this Agreement, consistent with the needs of the City. Therefore, in making these determinations the City intends always to keep the interest of the City's employees in mind.

B. 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 any seniority employee be laid off or demoted or cause to suffer a reduction in overtime work as a direct and immediate result of work performed by an outside contractor.

C. In cases of contracting or sub-contracting affecting employees covered by this Agreement, the City will hold advance discussion with the Union prior to letting the contract. The Union representatives will be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the City is contemplating contracting out the work.

36. UNION BULLETIN BOARD

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/her alternate may post union material and he/she must sign his/her 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.

37. 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.

38. RATES FOR NEW POSITIONS

When the Personnel Department establishes a new classification or materially changes the specifications of an existing classification, the rate of pay shall be determined by the Labor Relations Division, subject to the approval of the department involved. Recommendation for the establishment of such rates shall be directed by the Labor Relations Division to the City Council. When the new classification clearly falls within bargaining units covered by the Agreement, the Union will be advised as to the classification, the departments, the rate and anticipated number of employees affected before any action will be taken by the City Council. In the absence of any appeal by the Union within ten (10) working days of the date of the notice to the Union, action on the position will be submitted to the City Council. In the event of an appeal the interested bargaining agent may negotiate for a suitable rate with the proper department or departments and the Labor Relations Division and the matter shall be handled in accordance with the procedure for Special Conference.

39. 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.

40. CLOTHING AND UNIFORM ALLOWANCE

A. Clothing

The clothing allowance shall be \$70.00 per year and otherwise administered according to the Resolution of the City Council of May 9, 1974 (J.C.C. p. 1107).

B. Uniform

For employees who are required to wear a specific uniform, the allowance will be \$140.00 per year.

41. RETIREMENT

A. Eligibility for Service Retirement Allowance - Any employee who is covered by the provisions of this Agreement and who is a member of the General Retirement System of the City of Detroit who later has thirty (30) or more years of credited service may retire upon his/her written application filed with the Board of Trustees setting forth the date, which shall not be less than thirty nor more than ninety days, subsequent to the execution and filing of said written application, he/she desires to be retired. On the date so specified for his/her retirement he/she shall be retired notwithstanding that pending such period of notification he/she may have separated from City service. Upon his/her retirement he/she shall receive a Retirement Allowance as provided by the City Charter and Municipal Code.

B. Retirement benefits shall be modified to include an optional coordination of benefits between regular retirement benefits and Social Security benefits for those employees who retire with a regular retirement from the City prior to becoming eligible for Social Security payments. Such coordination of benefits shall cause an approximate leveling of total monthly benefits derived from both the City's retirement system and Social Security without creating any additional actuarial costs. This provision shall include all employees who retire on or after July 1, 1974 and shall be retroactive to that date.

C. All Retirement and Pension Plan Provisions provided for by the City Charter and Municipal Code are incorporated herein by referral unless otherwise specifically modified by this Agreement.

D. For employees hired on or after July 1, 1980, the vesting provisions of the City Retirement Plan shall require ten (10) years of service regardless of age.

E. Any employee who leaves City employment on or after January 1, 1984 after being vested shall not be eligible for pension benefits until the individual reaches his/her sixty-second (62nd) birthday. In addition, employees who are separated from employment through an involuntary lay-off and are eligible to vest shall be eligible to collect their pension upon reaching their normal retirement date. This provision will not affect the current practice governing disabled employees.

F. Employees, who become eligible for a pension under the vesting provisions of the plan, shall be ineligible for any of the hospital, medical or optical benefits provided for other retirees, spouses, dependents or beneficiaries.

G. Employee contributions to the general retirement annuity fund shall be made optional. Balances in the fund standing to the individual credit of employees discontinuing contribution shall be maintained with accumulated interest to be paid out to the employee upon separation from the City. Employees qualified under the pension vesting provision of the general retirement system may withdraw their annuity with accumulated interest upon separation.

#### 42. WAGES

A. Effective at 11:59 p.m. on June 30, 1983 wages will be adjusted in accordance with Schedule B.

B. Effective July 1, 1984 - Equity Formula in accordance with the Memorandum of Understanding Re: Equity Formula.

C. Effective July 1, 1985 - Equity Formula in accordance with the Memorandum of Understanding Re: Equity Formula.

D. All salaried employees will have their hourly rate computed by dividing their annual salary by 2080 hours.

E. Step increments for hourly rated employees shall be \$.10 per hour.

F. The annual step increment for salary classifications shall be five percent (5%) of the employee's salary as of the date the increment is normally paid, not to exceed the maximum rate for the classification.

Half steps shall be two and one-half percent (2-1/2%).

G. Employees promoted from classes where the maximum of the old class is greater than the minimum of the new class, shall be entitled to a step increase of two annual steps not to exceed the maximum of the new class.

H. Employees benefits for those employees sixty-five (65) years of age and older may be modified as permitted by law but shall not result in any additional cost to the employee.

#### 43. SAVINGS CLAUSE

If any Article or Section of this Agreement or any supplement 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. RESIDENCY

All members of the bargaining unit shall be residents of the City of Detroit as provided by Ordinance. Residence shall mean the employee's actual domicile. A person can have only one domicile.

45. TEAMSTER PENSION PLAN

The City of Detroit will make Teamster Pension Plan payments of fifteen cents (15¢) per hour based upon the number of regular paid hours, exclusive of overtime, for which an employee is paid during the monthly reporting period as used by the City of Detroit payroll system monthly reporting process.

Payments will continue to be paid into the Fund on the 15th day of each month after the expiration date of this contract until the parties reach a new collective bargaining agreement.

46. UNEMPLOYMENT COMPENSATION - SUPPLEMENTAL UNEMPLOYMENT BENEFITS

A. Unemployment Compensation

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

B. Supplemental Unemployment Plan

Subject to all of the following rules and qualifications, employees shall be entitled to Supplemental Unemployment Benefits.

Section 1. Application for Supplemental Unemployment Benefits.

No employee shall be eligible for S.U.B. unless and until he/she shall have made due application therefore in accordance with the procedure established by the City and shall have met the eligibility requirements of Section 2 of this article. Such an employee shall be considered as an applicant.

Section 2. An applicant shall be eligible for S.U.B. only if he/she is on layoff from the City with respect to the week for which application is made, and he/she did not work for another employer during such week, and if:

- a) such layoff:
  - 1) was from the Bargaining Unit;
  - 2) occurred in a reduction in force;

- 3) was not for disciplinary reasons and was not a consequence of (i) any strike, slowdown, work stoppage, picketing (whether by his/her bargaining unit or any other), or concerted action, or any dispute of any kind involving City employees, or (ii) any fault attributable to the applicant, or (iii) any war or hostile act of a foreign power (but not government controls or regulation connected therewith), or (iv) sabotage or insurrection, or (v) any act of God and
  - 4) was not voluntary
- b) with respect to such week, the applicant:
- 1) had sufficient seniority to be eligible for one week's benefit,
  - 2) has registered at and has reported to an employment office of the Michigan Employment Security Commission as required by the MESC;
  - 3) has received unemployment compensation from MESC not currently under protest;
  - 4) has not refused to accept work when recalled pursuant to the Collective Bargaining Agreement and has not refused an offer by the City of other available work which the applicant has no option to refuse under the Collective Bargaining Agreement;
  - 5) has not failed to report for interview within five (5) working days after notice of recall from the City.
  - 6) has not failed through any fault of his/her own to report for hire at the employing department within five (5) working days after certification.
  - 7) was not eligible for and was not claiming any accident or sickness or other disability benefit (other than a disability benefit which would be payable to the applicant whether he/she was working full time or not or a survivor's allowance under Worker's Compensation laws), whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the City;
  - 8) was not in military service;
  - 9) did not receive any unemployment benefit from, or under any contract plan or arrangement of, any other employer, and he/she was not eligible for such a benefit from, or under any contract, plan or arrangement of, any employer with whom he/she has greater seniority than with the City;
  - 10) must have been on continuous layoff from the City for a period of four (4) full weeks; whereupon he/she will be eligible retroactively for benefits commencing after the second week of lay-off;
  - 11) must not be on layoff from a classification designated as special service, limited term, part-time, provisional, contractual, limited status, or for which the duration of employment is listed as seasonal;
  - 12) must have at least eighteen (18) months total City seniority;

- c) an employee shall forfeit permanently all eligibility for S.U.B. if he/she shall misrepresent any material fact in connection with an application by him/her for any S.U.B. or other unemployment compensation. Furthermore, he/she shall be subject to disciplinary action upon his/her return to active status.

Section 3. Powers and Authority of the City:

The City shall have such powers and authority as are necessary and appropriate in order to carry out its duties under this Article, including without limitation the following:

- a) to obtain from employees, persons filing applications for benefits, eligible persons and elsewhere such information as the City shall deem necessary in order to carry out its duties under this article;
- b) to investigate the correctness and validity of information furnished by any person who applies for a benefit;
- c) to make appropriate determinations pursuant to this article;
- d) to require an applicant to exhibit his/her MESC Unemployment Benefit check for the week with respect to which application for S.U.B. is made, or to submit evidence satisfactory to the City of receipt or entitlement to receive a MESC unemployment benefit.

Section 4. Amount of Weekly Supplement Benefit:

An applicant who meets all the eligibility requirements of this article shall be entitled to a weekly Supplemental Unemployment Benefit in the amount of thirty (\$30.00) dollars.

Section 5. Duration of Supplemental Benefit:

An eligible applicant shall be entitled to one week of S.U.B. for every month of total City seniority, not to exceed in any case a maximum of twenty-six (26) weeks duration for any continuous layoff.

Section 6. All compensation received under this Article shall be offset against any claim for back wages.

47. SOCIAL SECURITY

The City and the Union agree that the employees represented by Teamster's Local #214 and coming under the terms of this Labor Agreement shall continue to be covered under the terms of FICA (Social Security).

48. TUITION REFUND

Bargaining unit members may participate in the City's Tuition Refund Program as administered by the Personnel Department. Employees requesting a tuition refund should submit the applications to the personnel officer in their department.

49. EMPLOYEE ASSISTANCE PROGRAM

The City and the Union recognize and acknowledge that the problem of substance abuse and other personal problems which affect the physical or mental well-being of employees of the City of Detroit merit special attention. Substance abuse, including alcohol and drugs, and other personal problems, by workers impair their ability to function, contribute to increase absenteeism and tardiness, and violation of other rules, regulations and procedures. The combination of factors is recognized as having potentially damaging effects of efficiency and endangers the job security of the worker. In an attempt to deal with these problems, the City has established an Employee Assistance Counseling center to which all employees with substance abuse or other personal problems can be referred for counseling and eventual referral to an outside agency for treatment. All counselling and medical records of the counseling center are confidential.

50. MODIFICATION AND TERMINATION

It is agreed between the parties that this Agreement shall become effective upon the effective date of the Resolution of Approval of the City Council as provided by law.

This contract shall continue in full force and effect until 11:59 p.m., June 30, 1986. If either party desires to modify this contract, it shall give written notice during the month of February, 1986. Negotiations for a new contract shall commence thirty (30) calendar days after that date.

In the event that the City and the Union fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 1986, this Agreement will remain in effect on a day to day basis. Either party may terminate the agreement by giving the other party a ten (10) calendar day written notice on or after June 20, 1986.

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

TEAMSTERS, STATE, COUNTY AND  
MUNICIPAL WORKERS, LOCAL 214,  
NON-CRAFT UNIT

CITY OF DETROIT

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

\_\_\_\_\_  
Coleman A. Young, Mayor

\_\_\_\_\_

\_\_\_\_\_  
Floyd E. Allen, Director  
Labor Relations Division

\_\_\_\_\_

\_\_\_\_\_  
Joyce Garrett, Director  
Personnel Department

\_\_\_\_\_

\_\_\_\_\_  
Bella Marshall, Director  
Finance Department

\_\_\_\_\_

\_\_\_\_\_  
Donald Pailen, Corporation Counsel  
Law Department

S C H E D U L E \_ A

CLASSIFICATION COVERED BY THIS AGREEMENT

AIRPORT DEPARTMENT

Senior Airport Service Worker  
Airport Service Worker  
Building Attendant A  
Laborer A  
Laborer B  
Building Cleaner - Interim  
Typist  
Senior Typist  
Senior Bookkeeper

BUILDINGS & SAFETY ENGINEERING DEPARTMENT

Housing Inspector Aid  
Housing Inspector

HEALTH DEPARTMENT (ANIMAL CONTROL UNIT)

Animal Control Officer

CONSUMER AFFAIRS DEPARTMENT

Weights & Measures Inspector

TRANSPORTATION DEPARTMENT (SIGN SHOP)

Laborer A  
Laner Truck Operations Mechanic  
Mechanical Helper - General  
Mechanical Helper - Operations  
Parking Meter Repair Worker  
Project Traffic Adjuster  
Property Guard  
Repair Mechanic  
Traffic Investigator  
Traffic Sign Mechanic  
Traffic Sign Worker

Schedule A con't

MUNICIPAL PARKING DEPARTMENT

Parking Enforcement Assistant

FINANCE DEPARTMENT

Senior Parking Meter Collections Assistant

PUBLIC LIGHTING DEPARTMENT

Service Guard - Public Utility

AIRPORT DEPARTMENT

Service Guard - Airport  
Service Guard - General  
Senior Service Guard - General

DEPARTMENT OF PUBLIC WORKS

Environmental Performance Worker - Interim  
Senior Environmental Performance Worker - Interim

RECREATION DEPARTMENT

Senior Garage Attendant

S C H E D U L E   B

W A G E   R A T E S

<u>Class Code</u>	<u>Class</u>	<u>June 30, 1983 Rate</u> <u>Minimum-Maximum</u>
54-40-21	Airport Service Worker	\$9.035-\$9.085
33-90-21	Animal Control Officer	8.960- 9.010
63-10-13	Building Attendant A	12,478-17,196
63-10-11	Building Cleaner - Interim	12,478-17,196
61-15-21	Environmental Performance Worker - Interim	19,371-19,678
19-91-21	Housing Inspector	31,076-31,502
19-91-11	Housing Inspection Aid	19,834-20,811
61-91-07	Laborer A	7.475- 8.410
61-91-03	Laborer B	7.310- 8.230
71-21-33	Laner Truck Operations Assistant	9.755- 9.755
71-20-11	Mechanical Helper - General	7.710- 8.690
71-20-12	Mechanical Helper - Operation	7.710- 8.690
33-92-20	Parking Enforcement Assistant	14,825-17,905
71-23-31	Parking Meter Repair Worker	9.205- 9.205
19-90-38	Project Traffic Adjuster	22,100-23,200
63-10-17	Property Guard	15,281-17,524
71-20-30	Repair Mechanic	8.000- 9.060
54-40-26	Senior Airport Service Worker	9.210- 9.340
04-30-41	Senior Bookkeeper	17,376-20,644
61-15-31	Senior Environmental Performance Worker-Interim	20,502-21,260
63-10-24	Senior Garage Attendant	19,287-19,532
04-73-33	Senior Parking Meter Collections Asst.	9.120- 9.180
63-20-19	Senior Service Guard - General	17,856-19,916
01-31-31	Senior Typist	16,377-19,035
63-20-18	Service Guard - Airport	7.980- 8.935
63-20-16	Service Guard - General	7.980- 8.935
63-20-17	Service Guard - Public Utility	7.980- 8.935
09-91-33	Traffic Investigator	21,200-21,600
71-21-31	Traffic Sign Mechanic	9.490- 9.490
71-21-21	Traffic Sign Worker	8.650- 8.825
01-31-21	Typist	12,564-17,277
33-70-21	Weights and Measures Inspector	19,425-20,629

## S C H E D U L E \_ C

### DRIVING ELIGIBILITY STANDARDS AND GUIDELINES FOR DEPARTMENTAL ACTIONS APPLICABLE TO MEMBERS OF THE TEAMSTERS LOCAL #214

The eligibility standards for driving a City-owned vehicle or the employee's own vehicle on a reimbursable mileage basis are contained in the Eligibility Standards for Driving Assignments published by the City on March 3, 1972. The standards provide that an employee is disqualified from driving a motor vehicle on City business if he/she does not have a current valid driver's license for any reason, or, if in the last 24 months, the employee:

- Accumulated 10 or more traffic violation points.
- Accumulated 9 traffic violation points and was involved in one chargeable accident while driving on City business.
- Accumulated 8 traffic violation points and was involved in two chargeable accidents while driving on City business.
- Was involved in three chargeable accidents while driving on City business.

Following are guidelines to be used in applying these eligibility standards to members of Teamsters Local #214 - Craft Unit and members of Teamsters Local #214 - Non-Craft Unit who are in positions which require them to drive a City-owned vehicle or their own vehicle on City business.

1. Employees whose license to drive is temporarily suspended because of unpaid tickets or whose license has expired:

- a) The employee should report such temporary loss of the right to drive immediately to his/her supervisor. The employee will then be placed on unpaid departmental leave without pay until he/she presents evidence of the restoration of the license not to exceed 30 calendar days. If the employee does not return with a restored license within the 30 day period, action should be taken to remove the employee from his/her current position.
- b) An employee who does not report loss of his/her right to drive, and continues to drive on City business with the suspended license, shall receive a ten (10) calendar day suspension. If, after the suspension period, the employee returns with a restored license, he/she shall be returned to work; if not, the employee will be placed on unpaid departmental leave and given an additional twenty (20) calendar days in which to secure his/her restored license. Failure to do so shall result in action to remove the employee from his/her current position. A second occurrence of having driven with a suspended license within a 24 month period will be cause for discharge.

2. Employees who have become ineligible to drive on City business because of traffic violation points or combination of points and chargeable accidents in excess of those allowed under the City's Driving Eligibility Standards:
  - a) Action should be taken to remove such employees from their current positions. However, if requested by the employee, he/she may be placed on unpaid departmental leave for a period not to exceed 30 calendar days. If during this period, the employee is successful in amending his/her driving record so that he/she is eligible to drive, he/she shall be returned to work.
  - b) An employee with five (5) or more years of City service shall have the additional option of requesting to be placed on unpaid leave of absence for a period of time off work not to exceed a total period of time off work of 120 calendar days. If during this period the employee become eligible to drive, he/she shall be returned to work.
  
3. Employees whose license to drive has been suspended or revoked by the State of Michigan for excess traffic violation points or major traffic violation:
  - a) If the employee reports this taking away of his/her right to drive by the State, he/she shall be removed from his/her current position. However, if requested by the employee, he/she may be placed on unpaid departmental leave not to exceed 30 calendar days to allow the employee the opportunity to pursue administrative or legal action to have his/her right to drive returned. If the employee returns with a restored license and is eligible under the City's Eligibility Standards, he/she will be returned to work.
  - b) An employee who does not report the taking away of his/her right to drive by the State, and continues to drive on City business, shall be discharged for cause.
  
4. Employees involved in accidents while on City business
  - a) Employees are required to fill out all accident reports and/or damage reports in accordance with departmental rules and City policies. Failure to do so will result in disciplinary action.
  - b) The Accident Review Board will review all accident reports submitted to it and determine whether the accident is "chargeable" (i.e. that the driver did not act properly to prevent or avoid the accident) or "non-chargeable." Accidents in which mechanical defect has been shown to be a contributing cause shall not be chargeable to the driver except in those cases where the driver operated the vehicle in a reckless or wanton manner.

For those accidents determined to be chargeable, the Board shall also determine whether the accident is a "serious incident" which reflects on the suitability of the driver to operate a City vehicle, or constitutes a "minor incident." A "minor incident" shall be defined as an accident which involves no other moving vehicle, no persons are reported injured, the total property damage is limited, and there is no evidence of recklessness or gross negligence on the part of the driver.

Appeals of the initial determinations by the Accident Review Board shall be in accordance with its rules and procedures.

c) Three or more chargeable accidents within a 24 month period shall subject the employee to disciplinary action or removal from his/her position in accordance with the following:

i. Upon receiving notice of the third chargeable "serious incident" from the Accident Review Board, the department shall take action to remove the employee from his/her position.

ii. Upon receiving notice of the third chargeable accident (less than three "serious incidents"), the employee shall be issued a three (3) working day suspension.

iii. Upon receiving notice of the fourth chargeable accident (less than three "serious incidents"), the employee shall be issued a ten (10) working day suspension.

iv. Upon receiving notice of the fifth chargeable accident (any combination of "serious" or "minor incidents"), action shall be taken to remove the employee from his/her position.

Departments shall not take disciplinary action or remove the employee from his/her position under the above provisions until after the Accident Review Board has rendered a final decision as to whether the third or subsequent accidents are chargeable; provided, however, the employee may be suspended from work without pay pending the decision of the Accident Review Board if the employee's record of subsequent accidents and/or present driving habits indicate that he/she presents a danger to the public.

d) Notwithstanding the above provisions concerning removal or discipline of employees after three or more chargeable accidents, an employee may be disciplined or discharged for cause after a single accident where the employee deliberately caused the accident, or was under the influence of alcohol or controlled substance, or deliberately operated the vehicle in a reckless or wanton manner, which exhibited a degree of negligence which went beyond momentary inattention, poor judgment or simple negligence.

- e) All chargeable accidents shall be counted in combination with traffic violation points in determining whether the employee continues to be eligible for operating a City vehicle under the City's Driving Eligibility Standards. Actions to be taken in regard to employees who are no longer eligible to drive a City vehicle because of a combination of traffic violation points and chargeable accidents is discussed in Section 2.

5. Actions to remove an employee from his/her position:

In all cases where the employee is to be removed from his/her position because of the employee's ineligibility to drive a vehicle on City business, removal shall be by:

- a) Transfer or demotion to an available non-driving position for which the employee is qualified provided the rights of other persons are not affected.
- b) Resignation submitted by the employee; or
- c) Notice of discharge issued to the employee citing failure to maintain eligibility to operate a City vehicle resulting in unavailability to perform the duties of the classification.

S C H E D U L E \_ D

LONG TERM DISABILITY INSURANCE (INCOME PROTECTION PLAN)

NOTE: IT IS IMPORTANT FOR EMPLOYEES TO APPLY FOR THIS BENEFIT AS SOON AS THEY BELIEVE THAT THEY WILL BE DISABLED FOR AN EXTENDED PERIOD OF TIME IN ORDER TO RECEIVE THE BENEFITS.  
(See provisions I-C & II-B).

I. PROVISIONS RELATING TO ELIGIBILITY

A. Employees Eligible

All full time classified and appointed civilian employees eligible for insurance upon completion of three (3) years of continuous employment.

B. Effective Date

The effective date of the insurance is the date he/she becomes eligible.

Employees not performing each and every duty of their occupation on the last work day immediately before the date they would become insured, shall become insured on the date they resume such duties.

C. Applying for Benefits

Eligible employees who become disabled must apply through their department to the City Pension Bureau within sixty (60) days after becoming disabled.

II. DETERMINING THE AMOUNT OF THE DISABILITY BENEFIT

A. Monthly Accident-Sickness Benefit

The benefit shall be \$200.00 per month unless:

1. When added to the following benefits: (i) workmen's compensation; (ii) social security disability insurance; and (iii) city disability pension, if the total exceeds 90% of "take home" pay, as defined, this benefit will be reduced to provide that this benefit plus the other above mentioned benefits equal 90% of "take home" pay; or

2. When added to the following benefits; (i) workmen's compensation; (ii) social security disability insurance; and (iii) city disability pension, if the total is less than 75% of "take home" pay, as defined, this benefit will be increased to provide tht this benefit plus the other above mentioned benefits equal 75% of "take home" pay; but this benefit shall not exceed \$1,500.00 per month.

Benefits payable under this plan are determined as percentages of "take home" pay. The following definitions shall be used in determining "take home" pay:

- (a) Take-Home pay is defined as gross pay per month from the City less Social Security deductions, and less Federal, State and City income tax withholding.
- (b) Gross pay per month is an employee's annual rate of pay from the City as of the date of disability, divided by twelve (12).
- (c) Social Security deductions shall be one-twelfth (1/12) of the maximum annual Social Security tax payable by an employee based on the employee's annual rate of pay as determined in (b) above.
- (d) Federal, State and City withholding these amounts are determined as the normal amount of withholding applicable to an individual's gross pay per month for the actual number of dependents an employee has as of the date of disability. Dependents include all members of the immediate family who are deductible for income tax purposes.

#### B. Waiting Period Before Benefits Are Payable

There is a waiting period of two hundred and seventy (270) days of continuous total disability, or the employee's accumulated sick leave time, whichever is greater. Sick leave time as used herein, will include vacation and compensatory (unpaid overtime credits) time. For purposes of this elimination provision the election of a lump sum payment for a period of vacation and for compensatory time shall be considered to be paid as though such time were run out on normal payroll time.

#### C. Maximum Period of Benefits

A period equal to one-half the employee's service with the City, rounded to the nearest month; except that benefits payable due to psychiatric disorders not requiring confinement shall be limited to not more than two (2) years.

#### D. Conditions For Payment

A period of disability for which coverage is provided must commence within thirty (30) days of an accident or, if due to sickness, while coverage is in force as to the Employee. A disability which commences more than thirty (30) days after an accident shall be deemed the result of a sickness.

Benefits are payable from the first day following the expiration of the Waiting Period subject to the Maximum Period of Benefits. The applicable Waiting Period shall neither commence nor continue, nor will benefits be paid for any period of disability during which the Employee is not under the regular care and attendance of a currently licensed physician or surgeon other than himself unless waived by the Insurance Company and the City.

If a disability recurs as a result of the same or related cause or causes, it shall be deemed a continuation of the prior period of disability unless an intervening period of nine months has elapsed in which event the subsequent period shall be deemed the result of a new sickness and subject to a new Waiting Period and Maximum Period of Benefits.

Termination of the policy or of an Employee's coverage for any reasons shall be without prejudice to any claim originating prior to the date of termination.

#### E. Rehabilitative Employment Benefits

When, immediately, following satisfaction of the Waiting Period or immediately following any period during which Total Disability Benefits are payable, the Employee engages in Rehabilitative Employment, the Insurance Company will pay for each month of such employment, the applicable Monthly Benefit less 80% of the amount of compensation or income the Employee received from such Rehabilitative Employment (not to exceed, in the aggregate, 24 months as the result of any one accident or sickness).

#### F. Partial Month Benefits

Benefits payable hereunder for periods which are less than one month will be paid on the basis of the 1/30th of the Monthly Benefit for each day of disability.

## G. Definitions

"Total Disability" means the continuous inability of the Employee to engage in each and every occupation or employment for wage or profit for which he/she is reasonably qualified by education, training or experience. However, during the applicable Waiting Period and the first 24 months thereafter the Employee shall be deemed totally disabled while he/she is (1) unable to perform each and all the material duties pertaining to his/her occupation with the City, and (2) not engaged in any occupation or employment for wage or profit for which he/she is reasonably qualified by education, training or experience.

"His occupation" means any and every occupation or employment engaged in by the Employee immediately prior to the date of the commencement of any loss covered hereunder.

"Rehabilitative Employment" means any occupation or employment for wage or profit, for which the Employee is reasonably qualified by education, training or experience, engaged in by the Employee while unable to fully perform his/her occupation as a result of injury or sickness.

"Regular care and attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing disability.

"Injury" means bodily injury caused by an accident occurring while the policy is in force as to the Employee and resulting directly and independently of all other cause in loss covered by the policy.

"Sickness" means sickness or disease causing loss commencing while the policy is in force as to the Employee whose sickness is the basis of claim.

## H. Pre-Existing Conditions

Any other provisions to the contrary, any disability commencing within 12 months immediately following the effective date of insurance of an Employee, for which treatment was rendered during the 6 months prior to such Employee's effective date of insurance shall not be considered as a disability hereunder.

## I. Waiver of Premiums

With respect to any Employee who is totally disabled and receiving benefits hereunder for Total Disability, the Insurance Company will waive payment of any premiums with respect to such Employee for any period during which such benefits are payable. For any Employee who is in the waiting period and no longer on the City's payroll and awaiting the completion of the waiting period, the Insurance Company will waive payment of any premium.

## J. Choice of Physician and Surgeon

The Employees shall have the right to select any physician or surgeon and a physician-patient relationship will be maintained. If the Insurance Company wishes to review the opinion presented by your doctor, the two doctors shall mutually select a third doctor, in accordance with provisions of the policy, whose opinion shall be binding on the case.

## III. MINIMUM BENEFIT PERIOD FOR SPECIFIC ACCIDENTS

If more than one loss listed results from one accident, the provisions of this section shall be applicable to only one of such losses, that for which the greater period is provided. If the Employee dies before receiving the applicable Monthly Accident Benefit for the minimum period provided, the balance remaining unpaid at the time of his/her death shall be paid to his/her beneficiary or his/her estate.

### Dismemberment and Loss of Sight

When injury results in any of the following losses within one hundred days after the date of the accident, the Insurance Company will pay the applicable Monthly Accident Benefit for the period the Employee is totally disabled and entitled to payment, but in no event will such payments be made after the date of such loss for less than the number of months set opposite the loss. In any event the waiting period must be satisfied. If death occurs before the waiting period is satisfied, no payment will be made.

Loss of both hands	46 months
Loss of both feet	46 months
Loss of the entire sight of both eyes	46 months
Loss of one hand and one foot	46 months
Loss of one hand and the entire sight of one eye	46 months
Loss of one foot and the entire sight of one eye	46 months
Loss of one hand	23 months
Loss of one foot	23 months
Loss of the entire sight of one eye	15 months
Loss of thumb and index finger of either hand	12 months

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, as used with reference to eye means the irrecoverable loss of the entire sight thereof and as used with reference to thumb and index finger means complete severance through or above the metacarpophalangeal joints.

#### IV. LIMITATIONS AND EXCLUSIONS

No Benefit will be payable under this coverage for any total disability:

- (a) Prior to the satisfaction of the Waiting Period.
- (b) Resulting from suicide or any attempt there at while sane, or self-destruction or any attempt there at while insane,
- (c) Resulting from pregnancy, childbirth or miscarriage,
- (d) Resulting from declared or undeclared war or any act thereof, or from participating in a riot, or as the result of the commission of a felony by the Employee.
- (e) Resulting from service in the Armed Forces of any country,
- (f) Resulting from injury sustained in consequence of riding as a passenger or otherwise in any vehicle or device used for aerial navigation.

#### V. DISABILITY COMMENCING DURING 12 MONTH PERIOD PRIOR TO AGE TERMINATION OF BENEFITS

If the disability commences prior to the Claimant attaining the age of sixty (60) years, but after the Claimant attains the age of 58 years and 3 months (or prior to attainment of age 55 years, but after 53 years and 3 months, with respect to those Employees with 30 or more years of service with the City), Benefits will be paid for the period of such disability not to exceed one year, except that benefits under this provision shall also be reduced by the amount of any Service Retirement Allowance paid by the City to the Claimant pursuant to Provisions of Title IX, Chapter VI Of the City of Detroit Charter and policies of the General Retirement System.

#### VI. TERMINATION OF INDIVIDUAL INSURANCE

The insurance of any Employee shall terminate on the happening of any of the following events:

- (a) Immediately upon attainment of the age of 60 years, or the age of 55 years with respect to Employees with 30 or more years of service with the City.

- (b) If insurance is provided on contributory basis and the Employee fails to make the required contribution, then such insurance shall automatically terminate at the end of the period for which contribution has been made.
- (c) The date the Employee leaves, due to leave of absence or voluntary layoff as defined by the City, or is dismissed from employment in a class eligible for insurance hereunder, except that absence from work due to involuntary layoff, as defined by the City, shall not be considered as termination of employment for a period of thirty (30) days next following the commencement of such involuntary layoff.
- (d) The date the Employee becomes eligible to receive a Service Retirement Allowance. A Service Retirement Allowance is that amount consisting of the total of a pension and an annuity (if any) paid to an Employee who withdraws from the City employ as a Service Retirant pursuant to the provisions of Title IX, Chapter VI Of the City of Detroit Charter.
- (e) For non-payment of premiums by the City on behalf of an Employee in which event such insurance shall automatically terminate at the end of the period for which premium has been paid.

Such termination shall be without prejudice to any claim of the Employee originating prior thereto.

#### VII. OTHER BENEFITS INCLUDED IN THE CITY'S INCOME PROTECTION PLAN

Separate from the Long-Term Disability Insurance Policy, the City will be continuing medical insurance coverage for disabled employees who qualify for Long-Term Disability Insurance, and will also pay a \$2,500 death benefit in lieu of the City of Detroit Death Benefit Plan to employees qualified for Long-Term Disability Insurance. The medical insurance and death benefit are payable without the Elimination Period required of the Long-Term Disability Policy. Since these two benefits are available sooner than 9 months it is doubly important that employees file for Long-Term Disability Insurance prior to 60 days after becoming disabled.

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS,  
LOCAL #214 NON-CRAFT UNIT

---

RE: CHIEF STEWARDS COMPENSATION

1. The City and the Union hereby agree that the Chief Stewards provided for in Article 8 of the Agreement to which this Memorandum is attached shall be compensated at the rate established under this Agreement for the class of Construction Equipment Operator.
2. The parties understand that any administrative personnel processes required to implement such purpose shall not effect the employee's principal classification nor bestow any seniority or status in any other classification.
3. A Chief Steward shall be entitled to work overtime in his/her regular city position. He shall be scheduled for said overtime according to the provisions of this contract. In absence of any specific provision regarding overtime scheduling, he/she shall be scheduled according to the practices of the department in which he/she is assigned. In order to be eligible for said overtime there must be work available in his/her classification which he/she can perform. Any time which the Chief Stewards spend administering the contract or functioning as a Union official during the time he/she is scheduled to work overtime in his/her City position shall be unpaid time.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

\_\_\_\_\_  
Joseph Valenti, President  
Teamsters, Local #214  
Non-Craft Unit

\_\_\_\_\_  
Floyd E. Allen, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND THE  
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS  
LOCAL #214 NON-CRAFT UNIT

---

RE: CREDIT UNION AND INCOME DEFERRAL

Members of the bargaining unit may have payroll deductions made to the Teamsters Credit Union in the same manner and form that deductions are made for the Detroit Municipal Employees to Credit Union.

Members of the bargaining unit shall be eligible for the Deferred Compensation Plan made available by the City. Participation in the Plan shall be optional with each employee.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

\_\_\_\_\_  
Joseph Valenti, President  
Teamsters, Local #214  
Non-Craft Unit

\_\_\_\_\_  
Floyd E. Allen, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND THE  
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS  
LOCAL #214 NON-CRAFT UNIT

---

RE: EQUITY FORMULA FOR 1984-85 and 1985-86

The formula base shall be established by using the following four revenues which are estimated in the 1983-84 Budget at a total of \$517,817,285: the Municipal Income Tax; current year, net collection of the 23 mill Property Tax for operating purposes, exclusive of penalty and interest, and excluding any taxes which may be paid in the future by Blue Cross/Blue Shield of Michigan; State Revenue Sharing; and Federal Revenue Sharing.

The above base shall be adjusted for any changes in tax rates, or changes in distribution formulas from the way they are currently formulated, and which may increase revenues from these sources. The adjustment must be factored out in a manner acceptable to the union(s) and the City Administration before being used to compute any wage increase.

In the event funds are delayed or deferred by the State of Michigan for cash flow reasons they will be considered received and applicable to this formula on the date they were due in accordance with general acceptable accounting principles as audited by the Auditor General of the City of Detroit or a certified outside independent auditor.

In November 1984 the union(s) and the City will review the actual 1983-84 receipts from the four major revenue sources involved, such receipts having been audited and certified by the Auditor General of the City of Detroit or a certified outside independent auditor. If total receipts from these four sources exceed the total amount budgeted, the surplus over budget shall be distributed as follows:

Using the 1983-4 Budget Development Fund Pro-Forma (FICS) Report, we have determined the percentage that total Salaries and Wages exclusive of Shift Premium, represent of total appropriations in the General (0100) Fund. That percentage is 38.4% (\$320,619,268 in salaries and wages divided by \$834,444,602) in total fund appropriations. The Union(s) and the City agree that this percentage will be applied to any surplus revenue dollars to determine the share of that surplus which will be available for Wage Increases and restoration of regular budgeted positions to the appropriate bargaining groups.

Of the 38.4% of surplus available, 90% will be used to fund wage increases up to 4% of base salary for all General Fund employees; once a 4% raise has been financed, 75% of any remaining surplus will be used for additional wage increases up to 6%; once a 6% raise has been financed, 50% of any remaining surplus will be used for defraying employee fringe benefit cost up to 8%; all remaining surplus available after 8% shall be available for the purpose of restoring regular budgeted positions. (See Table A.)

The cost of each 1% raise shall be determined by the following formula which is outlined on Table B:

Take 1% of the amounts budgeted in the official 1984-85 City of Detroit General Fund (0100) budget for salaries and wages (which includes all compensation other than shift premium). The dollar amount determined by this formula will be divided into the number of dollars available from surplus for wage increases to determine the percentage raise to be applied to uniformed and civilian employees of the City of Detroit. This percentage raise which shall be factored into the base rate shall be effective on January 1, 1985, and the City will be responsible for the cash cost of pension burden and the employer's share of Social Security taxes on this wage increase.

In addition, this same percentage increase will be applied to hours paid to an employee from the period July 1, 1984 through December 30, 1984 and will be paid on a lump-sum retroactive basis on the first scheduled pay of January 1985. This pay shall be known as the "Half-Year Equity Bonus" and the City and the union(s) shall agree that it shall not be considered in the computation of Average Final Compensation for pension purposes and shall not be subject to any contribution by the City to the various pension funds.

In November 1985 the union(s) and the City shall review the actual 1984-85 receipts from the four major revenue sources involved, such receipts having been audited and certified by the Auditor General of the City of Detroit or a certified outside independent auditor. If the sum of the collections from the four sources is greater than 105% of the 1983-84 budgeted revenues from these four sources, then the surplus over 105% will be available in the following manner:

Using the 1983-4 Budget Development Fund Pro-Forma (FICS) Report, we have determined the percentage that total Salaries and Wages exclusive of Shift Premium, represent of total appropriations in the General (0100) Fund. That percentage is 38.4% (\$320,619,268 in salaries and wages divided by \$834,444,602) in total fund appropriations. The Union(s) and the City agree that this percentage will be applied to any surplus revenue dollars to determine the share of that surplus which will be available for Wage Increases and restoration of regular budgeted positions to the appropriate bargaining groups.

Of the 38.4% of surplus available, 80% will be used to fund wage increases up to 2% of base salary for all General Fund employees; once a 2% raise has been financed, 70% of any remaining surplus will be used for additional wage increases up to 4%; once a 4% raise has been financed, 60% of any remaining surplus will be used for additional wage increases up to 6% of base salary; once a 6% raise increase has been financed 50% of any remaining surplus will be used for defraying employee fringe benefit cost up to 8% of surplus; once the 8% has been financed, all remaining surplus available shall be available for the purpose of restoring regular budgeted positions. (See Table A.)

The cost of each 1% raise shall be determined in the same manner as was the case in November 1984, except that 1985-86 Budget data will be used. Any raise granted under the formula will be paid effective January 1, 1986, and factored into the employee's base rate, with the City responsible for the cash cost of pension burden and the employer's share of Social Security taxes on the wage increase. A similar, retroactive lump-sum "Half-Year Equity Bonus" would be paid on the first scheduled pay of January 1986 in the same fashion and subject to the same conditions as in the previous year.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

\_\_\_\_\_  
Joseph Valenti, President  
Teamsters, Local #214  
Non-Craft Unit

\_\_\_\_\_  
Floyd E. Allen, Director  
Labor Relations Division

EQUITY FORMULA  
TABLE A

WAGE IMPROVEMENT/POSITION RESTORATION FORMULA

After the amount of "surplus" from the four key revenues has been certified by the Auditor General of the City of Detroit, the agreed-upon percentage will be applied to determine what amount is available for wages and service improvements.

That amount will then be split as follows:

	<u>Magnitude of Raises</u>	<u>Share to be Used for</u>	
		<u>Wage Increases</u>	<u>Restore Positions</u>
1984-85:	-0- - 4%	90%	10%
	4.01 - 6%	75%	25%
	6.01 - 8%	<u>1/</u>	50%
	8.01 - 100%	-0-	100%
1985-86:	-0- - 2%	80%	20%
	2.01 - 4%	70%	30%
	4.01 - 6%	60%	40%
	6.01 - 8%	<u>1/</u>	50%
	8.01 - 100%	-0-	100%

1/50% to be applied to defraying employees cost of health care or other fringe benefit cost.



MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS  
LOCAL #214 - NON-CRAFT UNIT

---

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. The changes shall not decrease the benefit level currently enjoyed by employees covered by the Agreement unless specifically agreed upon by the parties.

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 \_\_\_\_\_ day of \_\_\_\_\_, 1984.

\_\_\_\_\_  
Joseph Valenti, President  
Teamsters, Local #214  
Non-Craft Unit

\_\_\_\_\_  
Floyd E. Allen, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS  
LOCAL #214 - NON-CRAFT UNIT

---

RE: PRIVATE CAR MILEAGE REIMBURSEMENT

1. Rates of Payment

Effective October 1, 1983, when an employee covered by this Agreement is assigned to use his/her automobile to perform his/her job, he/she shall be paid mileage at the rate of 26¢ per mile. In addition, \$2.19 per day is to be paid for each day an employee is required to use his/her car for City business.

The City will continue to reimburse employees for the difference in premiums between business and pleasure insurance according to the formula approved by City Council for that purpose.

2. Definition of Reimbursable Mileage

- A. Trips from home to headquarters and back home shall not constitute reimbursable mileage.
- B. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.
- C. Trips from headquarters (or from the designated starting point if he/she has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.
- D. For those employees who do not report to a specific headquarters, or starting point on any given day, mileage in excess of 15 miles from home directly to a job at other than headquarters or starting point at the start of the work day and mileage in excess of 15 miles from a job located at other point than headquarters or starting point to home at the end of work day shall constitute reimbursable mileage.

3. For City employees residing in Detroit and who report for work outside of Detroit on regularly assigned basis the travel allowance shall be as follows:

- A. For employees reporting for work at DeHoCo - \$4.00 per day travel allowance.
- B. For employees reporting for work at North Service Center - \$5.00 per day travel allowance.
- C. For employees reporting for work at Southwest Station - \$3.00 per day travel allowance.
- D. For employees reporting for work at Ford Road Booster Station - \$1.50 per day travel allowance.
- E. For employees assigned to Lake Huron Station - \$18.00 per day travel allowance. Employees permanently assigned to Lake Huron Station shall be ineligible for this payment 18 months after their assignment to this location.

#### 4. Accident Payments

When an employee is involved in an accident while on City business resulting in damage to his/her automobile in excess of \$50.00, the City will pay for unrecoverable collision damage in excess of \$50.00 not to exceed \$100.00. Employees must furnish proof to their department of the time of an accident and the extent of the damages. Automobile accidents will be excluded from the City's regular small claims program.

5. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his/her automobile is to be determined in supplemental agreements.

6. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his/her normal working hours, he/she shall be required to furnish said car.

7. In order to receive mileage reimbursement an employee must actually use an automobile on City business.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

\_\_\_\_\_  
Joseph Valenti, President  
Teamsters, Local #214  
Non-Craft Unit

\_\_\_\_\_  
Floyd E. Allen, Director  
Labor Relations Division

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND  
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS  
LOCAL #214 - NON-CRAFT UNIT

---

RE: ESTABLISHMENT OF DUAL TITLES

Dual titles 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 disputes concerning the propriety of a dual title versus a full-time position shall be referred to Supplemental Negotiations.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

\_\_\_\_\_  
Joseph Valenti, President  
Teamsters, Local #214  
Non-Craft Unit

\_\_\_\_\_  
Floyd E. Allen, Director  
Labor Relations Division



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Personnel Department  
Labor Relations Division  
304 City-County Building  
Detroit, Michigan 48226  
(313) 224-3860

Coleman A. Young, Mayor  
City of Detroit

December 21, 1983

Mr. Joseph Valenti, President  
Teamsters, Local #214  
2801 Trumbull Avenue  
Detroit, Michigan 48216

Re: Defense and Indemnification of Employees Against Damage Suits  
and Claims

Dear Mr. Valenti:

This letter is intended as a statement of current City policy which is set forth in Chapter 16, Article 13 of the Detroit City Code.

Sec. 16-13-1. DEFINITIONS

For the purpose of this article, the following definitions shall apply:

Employees Such term shall include, in addition to appointees as defined in the charter and all employees on the City payroll, including all physicians and dentists employed on a salaried or contractual basis by the health department, retired employees or appointive officers, and all physicians and dentists whether volunteers, staff, intern, resident or special duty, whether or not on city payrolls, assigned to patient care duties in Detroit General Hospital, whose credentials have been approved by the director of hospitals.

Official Duties Acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the officer or employee's control or supervision or committed to the department or office under whose authority the officer or employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the performance of the official duties of any appointive officer or employee of the City within the operation or effect of this article. (Ord. No. 834-F, Sec. 2; Ord. No. 533-G, Sec. 1; Ord. No. 516-H, Sec. 1.)

Mr. Joseph Valenti, President  
RE: Defense and Idemnification of Employees  
Page 2

Sec. 16-13-2. COMMON COUNCIL MAY ORDER REIMBURSEMENT FOR CERTAIN CAUSES.

At the discretion of and only upon approval by the common council, the city may pay, on behalf of any city officer or employee, all or part of any sum which such officer or employee might become legally obligated to pay as damages because of:

- (a) Bodily injury, sickness or disease, including death, at any time resulting therefrom, sustained by any person; or
- (b) Injury to or destruction of property, including the loss of use thereof; or
- (c) Illegal confinement, detention or other alleged injury caused by or arising out of the performance in good faith of the official duties of any such officer or employee (Ord. No. 834-F, Sec. 1.)

Sec. 16-13-3. CONDITIONS FOR DEFENSE AND REIMBURSEMENT BY CITY.

No payment shall be made pursuant to Section 16-13-2 except under the following conditions:

- (a) Whenever an officer or employee of the city has cause to believe that he/she may be sued by reason of, or as the result of, the performance in good faith of his/her official duties, such officer or employee shall promptly file with the corporation counsel a written notice of the act performed or the occurrence which gives rise to such relief, containing a statement of the facts and circumstances thereof, including names and addresses of persons who might bring suit, if known to such officer or employee, and the names and addresses of any witnesses, if likewise so known; and
- (b) Upon the receipt of any claim, demand, notice, summons or complaint, the officer or employee shall promptly forward the same to the corporation counsel. In addition thereto, such officer or employee shall promptly file a written request that he/she be represented by the corporation counsel's office in the matter. Such request shall first be submitted to the head of the department in which such officer is working. It shall then be the duty of the department head to transmit the request for representation to the corporation counsel, along with the department head's recommendation as to whether or not the officer or employee should be represented.

Mr. Joseph Valenti, President  
RE: Defense and Idemnification of Employees  
Page 3

- (c) The officer or employee shall cooperate with the corporation counsel, and upon the request of the corporation counsel shall attend hearings and trials and assist in effecting settlements, securing and giving evidence and obtaining the attendance of witnesses. However, such officer or employee shall not, except, at his/her own cost, voluntarily make any payment, assume any obligation or incur any expense in connection therewith; and
- (d) The officer or employee shall consent to and concur in any compromise or settlement of the claim or suit against him; and
- (e) The common council must find and determine that the claim, demand, or suit against the officer or employee arises out of or involves the performance in good faith of the official duties of the officer or employee involved.
- (f) Whenever an elected official or appointee or former elected official or appointee has cause to believe that he/she may be the subject of a criminal investigation, or is indicted, by reason of, or as the result of, the performance in good faith of his/her official duties for the City of Detroit, such official or appointee shall promptly file with the Corporation Counsel a written notice of the act performed or the occurrence which gives rise to such belief, containing a statement of the facts and circumstances thereof, including names and addresses of persons who might bring suit, if known, and the names and addresses of any known witnesses. As to other city employees or former city employees, eligibility for representation shall be made on a case by case basis.

Sec. 16-13-4. REPORT TO COMMON COUNCIL BY CORPORATION COUNSEL.

Whenever the corporation counsel receives from any city officer or employee, any claim, demand, notice, summons or complaint with such officer or employee's request for representation by the corporation counsel with the recommendation of the head of the department as provided in subsection (B) of section 16-13-3, the corporation counsel shall promptly transmit to the common council a report on the matter, together with his/her recommendation as to whether or not the corporation counsel should represent the officer or employee as requested, and whether or not the common council should find and determine that the claim, demand or suit against the officer or employee arises out of or involves the performance in good faith of the official duties of such officer or employee (Ord. No. 834-F, Sec. 4.)

Mr. Joseph Valenti, President  
RE: Defense and Idemnification of Employees  
Page 4

Sec. 16-13-5 DETERMINATION BY COMMON COUNCIL

Upon receipt from the corporation counsel of the report and recommendation provided for in section 16-13-4, the common council shall consider and determine whether the corporation council shall represent the officer or employee in the matter and find and determine whether or not the claim, demand or suit arises out of or involves the performance in good faith of the official duties of such officer or employee. However, pleading such determination by the common council, the corporation counsel shall represent any officer or employee making request therefore which had been approved by the head of the department as provided in subsection (b) of section 16-13-3.

The finding and determination by the common council as to whether or not any such claim, demand or suit arises out of or involves the performance in good faith of the official duties of such officer or employee shall be binding and final. (Ord. No. 834-F, Sec. 5, 6.)

Sec. 16-13-6. PAYMENTS BY CITY TO BE REDUCED BY EMPLOYEES' INSURANCE.

In the event a city officer or employee has valid and collectible insurance covering or protecting against liability as covered by this article, payment under this article shall be limited to amounts in excess of the limits of such insurance (Ord. No. 834-F, Sec. 7.)

Sec. 16-13-7. CITY TO BE SUBROGATED TO RIGHTS OF EMPLOYEES; EXECUTION OF INSTRUMENTS AND PAPERS BY EMPLOYEES.

No payment shall be made by the city pursuant to this article unless the city is subrogated to all rights of recovery therefore against any person, firm, corporation, organization or association and unless the officer or employee on whose behalf payment is made executes and delivers to the city instruments and papers and does whatever else is necessary to secure such rights to the city. (Ord. No. 834-F, Sec. 8.)

Sec. 16-13-8. DUTY OF EMPLOYEES TO MAINTAIN AUTOMOBILE INSURANCE.

This article shall not relieve any officer or employee from securing and keeping in force the insurance required to be provided by section 16-1-7 governing the use of privately owned automobiles while used in the performance of their official duties (Ord. No. 834-F, Sec. 9.)

Sincerely,

Floyd E. Allen  
Labor Relations Director



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*Personnel Department  
Labor Relations Division  
304 City-County Building  
Detroit, Michigan 48226  
(313) 224-3860*

*Coleman A. Young, Mayor  
City of Detroit*

December 21, 1983

Mr. Joseph Valenti, President  
Teamsters, Local #214  
2801 Trumbull Avenue  
Detroit, Michigan 48216

RE: Departmental Disciplinary Codes

Dear Mr. Valenti:

During negotiations of the 1983-86 Master Agreement, you expressed dissatisfaction with certain provisions of disciplinary codes in effect in various City departments. The City takes the position that such disciplinary codes are reasonable work rules which management has a right to establish, adopt, amend, promulgate and enforce. The City has, however, expressed a willingness to discuss the particulars of these departmental disciplinary codes with representatives of Local #214 at mutually agreeable times and places.

The parties did reach agreement on Article 10, Disciplinary Procedures, which sets forth general guidelines for an effective and equitable disciplinary program. We understood your position that your agreement on Article 10 does not constitute the Union's adoption of current disciplinary codes in effect in various City departments.

Sincerely,

Floyd E. Allen  
Labor Relations Director



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*Personnel Department  
Labor Relations Division  
304 City-County Building  
Detroit, Michigan 48226  
(313) 224-3860*

*Coleman A. Young, Mayor  
City of Detroit*

December 21, 1983

Mr. Joseph Valenti, President  
Teamsters, Local #214  
2801 Trumbull Ave.  
Detroit, MI 48216

RE: Facilities for Treating On-the-Job Injuries

Dear Mr. Valenti:

During negotiations of the 1983-86 Master Agreement, there was considerable discussion concerning medical care for employees injured on the job. City policies and practices on this matter are generally covered in Finance Directive No. 92, issued July 29, 1983. These general policies include the following:

1. In life-threatening situations where emergency treatment is necessary, the injured employee will be taken to the hospital or medical facility nearest to the place of injury which is equipped to handle emergency situations.
2. In non-life-threatening situations requiring medical attention, the injured employee will be taken to the medical facility approved for treating City employees nearest to the place of injury which has adequate facilities for treating the type of injury.
3. If further medical treatment is required following an on-the-job injury, such additional treatment will be provided in accordance with the provisions of the Workers' Compensation Act.

Mr. Joseph Valenti, President  
RE: Facilities for Treating On-the-Job Injuries  
Page 2

During these negotiations, the Union expressed specific concerns with the use of the Maybury Clinics to treat job injuries. As a result, the City agrees to investigate these complaints in terms of quality of professional service and effectiveness of medical treatment at those facilities. The result of this investigation and any corrective action will be reviewed with the union upon completion.

Sincerely,

Floyd E. Allen  
Labor Relations Director



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*Personnel Department  
Labor Relations Division  
304 City-County Building  
Detroit, Michigan 48226  
(313) 224-3860*

*Coleman A. Young, Mayor  
City of Detroit*

December 21, 1983

Mr. Joseph Valenti, President  
Teamsters, Local #214  
2801 Trumbull  
Detroit, Michigan 48216

RE: Selection of Health Insurance Carrier

Dear Mr. Valenti:

During the negotiations on the current contract you expressed a desire to have the option of selecting an insurance carrier to provide health care insurance to your bargaining unit members. The City agrees to allow your Union this option provided that the following guidelines are adhered to.

1. The implementation of the new insurance will take place on either July 1, 1984 or July 1, 1985.
2. The Union will notify the City of the name of the carrier selected at least ninety days in advance of the July 1st date that the new insurance would take effect.
3. The City will pay to the Union or its designated representative its share of the amount charged per person for the premium charged for Blue Cross/Blue Shield Michigan Variable Fee (MVF-1) coverage with riders with cost containment and Prescription Drug Group Benefit Certificate with two dollar (\$2.00) deductible Drug Rider on the effective date that the new insurance is to take effect.

Mr. Joseph Valenti, President  
RE: Selection of Health Insurance Carrier  
Page 2

4. Payments will be made on a monthly basis under the same procedure that is now used for the Dental Insurance payments.
5. The City shall have the right to reject a potential insurance carrier if such carrier is not financially responsible or if such carrier does not provide for coordination of benefits with other insurance carriers.

Sincerely,

Floyd E. Allen  
Labor Relations Director