

7/1/86

A G R E E M E N T  
BETWEEN THE  
CITY OF DETROIT  
DEPARTMENT OF TRANSPORTATION  
AND  
DIVISION 26, AMALGAMATED TRANSIT UNION, AFL-CIO

*Detroit, City of*

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AGREEMENT BETWEEN THE CITY OF DETROIT, DEPARTMENT OF TRANSPORTATION AND  
LOCAL 26, AMALGAMATED TRANSIT UNION, AFL-CIO

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Section 1. AGREEMENT AND RECOGNITION

A. Agreement

This agreement is entered into between the City of Detroit a Michigan Municipal Corporation, hereinafter referred to as the EMPLOYER or the CITY, and Division 26, Amalgamated Transit Union, AFL-CIO, hereinafter referred to as the UNION.

B. Recognition

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 sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment for the term of this Agreement, of all employees of the City of Detroit Department of Transportation in the classification of Transportation Equipment Operator (72-20-38).

Section 2. BULLETIN BOARDS

A. The Union shall have the exclusive right to use of designated union bulletin boards and "Swap" boards in the terminals for publishing notices pertaining to the conduct of its affairs.

B. The employer will determine where in each terminal lobby such bulletin board will be located.

Section 3. AGENCY SHOP

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



B. Any person certified and employed with the City on/or after October 11, 1947 and covered by this Agreement, who is not a member of aforesaid Union and does not make application for membership within ninety (90) days from the effective date of this Agreement or from the date of employment whichever is later, shall, as a condition of employment, pay to the Union each month a service fee as a contribution towards the administration of this Agreement, in an amount equal to the regular monthly Union membership dues of aforesaid Union. Such service fee shall be paid on/or after his ninety-first (91st) day of employment or ninety (90) days after the effective date of this Agreement, whichever is later. Employees who fail to comply with this requirement shall be discharged by the employer within thirty (30) days after receipt of written notice to the employer from the Union, unless the City is otherwise notified by the Union, in writing, within said thirty (30) days, and provided, that the Union shall release the employing department from fulfilling the obligation to discharge if during the thirty (30) day period following notice to the employer from the Union, the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.

C. Provisional employees will not be used to replace or in lieu of Civil Service status employees in classifications in the recognized bargaining units, unless it is impossible to hire Civil Service status employees either from within or from outside the City service.

D. All deductions under this article shall be subject to revocation by the employee who executed such assignments, upon giving a written notice to assignees and the Finance Director within the thirty (30) day period immediately prior to the expiration date of this Agreement. The Finance Director and the City Treasurer shall thereafter cease withholding any money whatever under such assignments.

E. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of the 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 assignees' last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments (Chapter 16, Article 6, Section 4 of the Municipal Code of the City of Detroit).

F. The Union agrees that, in the event of litigation against the City, its agents or employees arising out of this provision, it will co-defend and indemnify and hold harmless the City, its agents or employees from any monetary award arising out of such litigation.

G. If any provision of this section is invalid under Federal law or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

Section 3a. DUES CHECK-OFF

A. The employer agrees to deduct from the wages of any employee, who is a member of this Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the employer herein (see paragraph D), 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 contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the local union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Secretary-Treasurer of the local union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

C. The employer agrees to provide this service without charge to the Union.

D. Dues Deduction Check-Off Card.

Section 3b. SERVICE FEE CHECK-OFF

A. The employer agrees to deduct from the wages of any employee who is not a member of the Union, all Union service fees as provided in a written authorization in accordance with the standard form used by the employer herein (see paragraph D), provided, that the said form shall be executed by the employee. The written authorization for service fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period of thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the employer and to the Union.

B. The amount of such fees will be equal to the dues provided and determined by Section 3 of this contract.

C. The Employer agrees to provide this service without charge to the Union.

D. Service Fee Check-Off Card.

Section 4. MANAGEMENT RIGHTS & RESPONSIBILITIES

A. The Union recognizes the prerogatives of the City and the Department of Transportation to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

B. The department has the right to schedule overtime work as required, to determine hours and schedules of work in a manner most advantageous to the department and consistent with the requirements of providing transportation service and the public interest. Such overtime shall not be scheduled so as to cause the layoffs of any members of the bargaining unit.

C. The department reserves the right to discipline and discharge for just cause. The department reserves the right to layoff for lack of work or funds or the occurrence of conditions beyond the control of the department or where such continuation of work would be wasteful and unproductive. The department shall have the right to establish the methods and processes by which such work is performed provided they do not conflict with the express terms of this agreement.

D. The Union shall have the right to grieve on the interpretation and application of this provision.

Section 5. UNION REPRESENTATION

A. The Union President shall be compensated forty (40) hours per week to administer this agreement.

B. Certified executive board members of the Union, not to exceed one (1) for each terminal, will each be allowed a maximum of twenty (20) hours of pay per week to fully compensate them for time consumed in settlement of grievances, assisting terminal picks of runs and off days, attending department safety meetings, attending meetings with representatives of the department, whether same be called by Employer or the Union, assisting in the United Foundation Torch Drive, and other such community wide drives, and for engaging in any activities bearing upon labor relations with the Department of Transportation.

C. In the three (3) terminals, a steward, in addition to the executive board member, may be allowed a maximum of ten (10) hours pay per week to compensate for time consumed assisting the executive board member. A steward may represent employees in handling labor relations activities with the Transportation District Superintendent in the absence of the board member. The Union vice president may be allowed a maximum of ten (10) hours pay per week to compensate him for time consumed in assisting in the settlement of grievances, attending department safety meetings, attending meetings with representatives of the department, whether same be called by the Employer or the Union, assisting in the United Foundation Torch Drive, and other such community wide drives, and for engaging in any activities bearing upon department community employee relations.

D. The payment of the weekly allowance shall be reduced on a pro-rated basis for any one (1) week period when the said Union representatives perform less than five (5) days' work except when enjoying a partial vacation. The stewards and vice president will not be replaced when on vacation or absent for other reasons, or when replacing the executive board member and/or the president and business agent.

E. If, in the judgement of the Union, an operator's union duties require his/her absence from work, the Union will request that such operator be excused on union business. Such operator will be excused on union business, without pay, provided such operator's absence, in the opinion of the employer, is not detrimental to the public service. Upon return to work such operator will be returned to his/her position on the board without loss of seniority. Such time off will be considered as paid time.

F. It shall not be a violation of this agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this agreement, except that the department shall not be required to pay the wages of employees who shall refuse to report for work. Provided, however, that such refusal shall in no way be detrimental to the public health or safety. However, the employee cannot be ordered to cross a picket line if such action could result in adverse effect of the personal safety of the employee, nor shall employees be required to do work normally done by striking members of other Unions.

G. The district superintendent shall notify the terminal executive board member in the following instances:

1. operators' suspensions,
2. operators cited to the Board of Review,
3. operators' off-day adjustments.

H. Employee Assistance Committee: The employer and the Union recognize that personal problems of employees may adversely affect their on-the-job performance and that it is therefore, in the best interest of the employer and the Union to assist employees with their personal problems to the extent feasible and to the extent that it does not adversely affect the provision of public service. Toward that end, the Department of Transportation shall continue its Employee Assistance Committee. This committee shall have the responsibility for developing employee assistance programs. The Executive Board member and steward from each terminal shall be members of the Employee Assistance Committee. They shall be excused from work without loss of time or pay to attend meetings of the Employee Assistance Committee. Other members of the Union may be appointed to the Employee Assistance Committee by the President, with Department approval, not to exceed three (3).

I. Safety Committee: The employer recognizes its responsibility to provide safe and healthful working conditions, and the Union recognizes its obligation to cooperate in the maintenance and improvement of those conditions.

Each terminal shall have a Safety Committee Person and alternate of the Union's choosing to whom the operators at each terminal will make their complaints or report their concerns about matters regarding safety. It will be the responsibility of the Safety Committee Person to meet with the District Superintendent or his/her designated representative to resolve problems which concern health and safety. As it regards unsafe equipment; should the District Superintendent and the Safety Committee Person at a terminal agree that a coach is unsafe to operate, the coach will not be operated in service until it is repaired.

The Safety Committee Person shall participate in the monthly safety inspection at his/her location and shall be a member of the DOT Safety Committee. He/she shall be excused from work without loss of time to participate in the monthly safety inspections and attend meetings of the DOT Safety Committee.

#### Section 6. GRIEVANCE PROCEDURE

A. Should disputes arise between the Employer and the Union during the term of this agreement, an earnest effort shall be made to resolve such disputes promptly and in accordance with the following procedure. The grievance procedures contained in this agreement shall be the exclusive grievance procedure for members of this bargaining unit. This shall not preclude an employee from exercising any rights he/she may have under the provisions of the Veteran's Preference Act.



B. Complaints which do not involve misapplication or misinterpretation of specific provisions of this contract agreement shall not be proper subjects for arbitration.

C. Any employee who has a grievance or a complaint shall grieve in the following manner and the following successive steps must be followed unless it is mutually agreed, in writing, between the Employer and the Union to alter this procedure.

D. Grievances must be presented within thirty (30) days of their origin and to retain validity, they must be appealed within seven (7) days of notice of an unsatisfactory decision at each step of the grievance procedure. Any grievance which is not answered by the department within the prescribed time limits, may be appealed to the next step of the grievance procedure within seven (7) days of the expiration of those time limits. The written appeal shall indicate that the grievance was not answered timely at the previous step of the grievance procedure.

E. Steps in Filing:

1. The operator and his/her union representative shall discuss the grievance with the district superintendent or his/her designated representative. An earnest effort shall be made to resolve the matter at that level. The operator and the union representative may examine the operator's record in the presence of the superintendent. If the grievance is not resolved, the union representative shall present the grievance to the district superintendent in writing, on the standard grievance forms and forward copies of the grievance to the Superintendent of Transportation Operations. The district superintendent or his/her designated representative shall give a written reply to the grievance within three (3) days of its receipt. If the district superintendent's written reply does not satisfactorily settle the grievance, then;

2. The Union President-Business Agent or his/her designated representative will present the grievance to the Superintendent of Transportation Operations or his/her designated representative who will reply, in writing, within five (5) days of his/her receipt of the written grievance. If the written reply of the Superintendent of Transportation Operations or his/her designated representative does not satisfactorily settle the grievance, then;

3. The Union President-Business Agent or his/her designated representative will present the grievance, in writing, to the Director of Transportation or his/her designated representative and he/she or his/her designated representative will reply, in writing, within seven (7) days of his/her receipt of the written grievance. If the written reply of the Director of Transportation or his/her designated representative does not satisfactorily resolve the grievance, then;

4. The Union President-Business Agent, or his/her designated representative will refer the grievance, in writing, to the City of Detroit, Director of Labor Relations who will schedule a hearing on the grievance within fifteen (15) days of its receipt. The Director of Labor Relations or his/her designated representative will give a written reply to the grievance within ten (10) days of the hearing.

F. Arbitration:

Any unresolved grievance which relates to the interpretation, application or enforcement of any specific article or section of this agreement or any written supplementary agreement and which has been full processed through Step 4 of the grievance procedure may be submitted to arbitration in strict accordance with the following:

1. Arbitration shall be invoked by written notice to the other party of intention to arbitrate within ten (10) days of the notice of an unsatisfactory decision at Step 4 of the grievance procedure. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration, shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association.

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

a. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this agreement.

b. Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercises his/her right under Section 6 of Act 336 as amended by Act 379 of the Public Acts of 1965 or to the Mayor pursuant to provisions of the Detroit City Charter, or applicable State law.



c. Granting any wage increases or decreases.

d. Granting any right or relief for any period of time whatsoever prior to the execution date of this agreement.

3. The arbitrator shall be without 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 department cannot delegate, alienate or relinquish.

4. No settlement at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.

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 for Unemployment Compensation 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 except by express agreement of the parties.

7. There shall be no appeal from the arbitrator's decision, if made in accordance with his/her jurisdiction and authority under this agreement. The arbitrator's decision shall be final and binding on the department, on the employee or employees and on the union.

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 recommendation on the merits of the case.

9. The expenses of the arbitrator shall be shared equally by the parties. The aggrieved and his/her local representative shall not lose pay for time off the job while attending the arbitration proceedings.

Arbitration, whenever possible, shall be conducted on the location where the grievances originated.

10. Except as provided herein by letter or agreement between the parties, 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 any supplemental agreements which are or may become part of this agreement and which are not excluded from arbitration.

#### Section 7. DISCIPLINARY PROCEDURES

A. Notification Requirements: Notification shall be given to the Union 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, prior to the effective date of such disciplinary action.

B. Penalties for infractions of the rules will be made effective no sooner than seventy-two (72) hours excluding Saturdays, Sundays and holidays after same are determined, unless the seventy-two (72) hours is waived, in writing, by the employee against whom the penalty was levied. A penalty which involves a suspension or dismissal may be appealed to the Director of Transportation or his/her designated representative. When such penalty is appealed within the seventy-two (72) hour period, no penalty will be imposed until after the Director of Transportation or his/her designated representative shall have responded in writing to the appeal. The exception to this provision shall be that penalties shall be given immediate effect for accidents causing serious personal injury or property damage, willful insubordination, intoxication while on duty, apprehension by legal authorities, mishandling fares, possession of firearms, loss of chauffeurs license and other comparable serious offenses. A further exception shall be that the seventy-two (72) hour delay shall not apply to decisions to suspend or dismiss made by the Board of Review.

C. Suspension shall not be scheduled so as to disqualify an operator for holiday pay except in those instances where a penalty is given immediate effect.

D. Any operator who is charged with an infraction which could result in his/her dismissal shall be cited to the Board of Review which will review the matter and make a decision on the appropriate disciplinary action, if any. Decisions by the Board of Review may be appealed to the Director of Transportation or his/her designated representative at the third step of the Grievance Procedure. Such appeal must be made within seven (7) days of the Board of Review decision.

E. In imposing discipline on a current charge, management will not take into account any prior infractions or disciplinary action taken which occurred more than twelve (12) months previously.

F. If the discharge or suspension of an operator is found to be unwarranted, he/she will be returned to his/her regular position and he/she will be compensated for his/her wage loss.

## Section 8. W A G E S

### A. Improvement Factor

Effective June 30, 1983 at 11:59 p.m. -- 6%  
Effective February 1, 1984 -- 11¢ per hour  
Effective July 1, 1984 -- Equity Formula  
Effective July 1, 1985 -- Equity Formula

B. A daily record of the time paid operators will be posted in each terminal lobby.

C. Wage rate changes will become effective as of the pay period immediately following completion of operator's service periods.

D. Progression Rate Schedules

Operators will be paid according to the following progression rate schedule on completion of training.

<u>Months of Employment</u>	<u>% of Maximum<sup>1/</sup> Hourly Rate</u>
0 - 06	70%
7 - 12	75%
13 - 18	80%
19 - 24	85%
25 - 30	90%
31 - 36	95%
37 +	100%

The anniversary date for step adjustments shall be on the first day of the month succeeding the date a T.E.O. receives his/her badge.

Section 9. WORK WEEK -- OFF DAYS

A. All operators shall select a five (5) day work week. The two (2) remaining days in the work week shall be known as "off days".

B. Off days shall be selected when terminal picks are held, provided off day picks for extra men shall be held whenever necessary.

C. The employer shall determine the number of operators to be off on each day of the week.

Operators will then be permitted to select, in seniority order, the available off days.

D. The work week of an operator shall start on the day following his/her last off day.

E. New operators will be assigned their off days in the first week, after qualification according to seniority.

<sup>1/</sup>rounded to the next highest 1/2 cent per hour.

Section 10. WORK SCHEDULES

A. All schedules involved in terminal picks or city-wide picks except in emergencies, shall be posted at least three (3) days before the picking of runs begins.

B. Operators may select all work within their classification if it is part of regular scheduled runs. This includes chartered service order, specials, loading and starting, but no such work shall be selected if it is required for operators who have furnished suitable proof of their incapacity to perform their regular assignments.

C. When working as loaders or starters, such incapacitated operators shall receive a minimum of eight (8) hours pay and they shall receive spread premium. They will receive report and turn-in time only when platform work is performed.

Section 11. SELECTION OF WORK

A. Operators shall, in the order of their seniority, select their runs from posted schedules. Notice of their selection may be made through another person so delegated. If the operator or his/her designee does not pick at his/her scheduled time, the Terminal Board Member may pick for him or her. If the Terminal Board Member fails to pick for the operator, the station master shall assign the operator the first open run off in the terminal.

B. When notice of progressive, line, or terminal picks are posted and picking starts, and the operator is notified of his/her time to pick, he/she must pick at that time. If he/she fails to do so in a line pick, he/she will be assigned the first open run off on the line, and in progressive or terminal picks, he/she will be assigned the first open run off in the terminal. Operators off on vacation or sick leave must leave their selections with the station master. If an operator makes no selection, and the terminal board member does not pick for him or her, he/she will be assigned the first run off in the terminal. Operators shall be notified no less than one (1) day in advance of the date and time they are to pick.

C. If an operator ordinarily selects night runs and the schedule is to be operated on line standing, he/she will be marked up for any available night run if he/she requests it before 12:01 A.M. of the preceding day. Owl Run operators will be marked up with Owl Runs as comparable to their regular Owl Runs as is possible. Other operators will move up accordingly.

D. Selected runs shall be held while the schedule is operated; provided that if four (4) months elapse, the schedule shall be posted for re-selection. City-wide picks will go into effect in January, June and September. A terminal pick will be held in April.

E. If a service reduction forces an operator onto the extra board while runs are held by others with less seniority on other lines, he/she and those below him or her will re-select within seven (7) days after said reduction, and they will in the interim, enjoy full seniority on the extra board.

F. Line Picks will be held on Fridays when it will not result in added cost or decreased efficiency. If they are not held on Friday, board standing will be operated no more than two (2) days.

G. No operator may lay off a run in order to be assigned a chartered service order except Gray Line or Sight-Seeing orders.

H. The manner of selecting runs and the time required for terminal or line picks shall be determined by the employer.

1. In connection with city-wide picks, the approximate manpower requirements at each terminal including the number of operators to be allowed off on week days and Saturday and Sunday will be posted one (1) week prior to the closing date of transfers.

2. Schedules to be operated in a city-wide pick must be posted in the terminals no later than twenty-four (24) hours prior to the date for closing of operator transfer.

I. The operation of the Downtown Trolley shall be classified as special service.

1. Trolley Operators will be selected by Management from an eligibility list established by a posting to Transportation Equipment Operator employees only.

2. Seniority for the purpose of picking schedules and days off shall be established on the date an operator becomes certified for the Trolley Board.

3. All work shall be selected on the basis of seniority established on the Trolley Board.

4. Operators on the Trolley Board who voluntarily pick off the board shall lose his/her Trolley Board seniority.

J. Operators who are not actively driving as a result of being on Leave of Absence, on Long Term Disability, assigned to another classification on an out-of-class basis or any reason which causes an absence in excess of twenty (20) weeks shall be removed from the T.E.O. Board until they return to active driving for the purposes of picking runs, lines, off days and vacations. Such operators will return on the Extra Board if a pick has occurred during their absence and shall remain on the Extra Board until the next pick.

When an operator has been off thirty (30) days or more for any reason when a pick is in process, that operator is picked on the extra board and must remain on the extra board for the duration of the pick.

K. Operators who are assigned on an out-of-class basis to other classifications will not be allowed to operate coaches in service or on Chartered Service Orders.

Section 12. ASSIGNMENT OF OPEN RUNS -  
OFF DUTY PROVISIONS

A. When the first run of the day is completed, the markup sheet shall have been posted for the following day.

B. When regular operators are excused from work before the board is marked up, the first of their then open runs off will be marked up to the first extra man, the second off to the second extra and so forth, until all open runs are assigned. The remaining extra operators will be moved up in order.

C. When operators are excused after having worked part of a day, they shall not be required to lose the day following.



D. A run open seven (7) days or more due to extended leave of absence, prolonged illness or assignment to non-platform work or separation will be subject to re-selection by a line pick.

E. A run which will be open at least seven (7) days due to a vacation leave, leave of absence, or illness will be considered an open run.

F. Open runs, as defined in paragraph E, shall be subject to selection by extra men, in seniority order, for seven (7) day periods, subject to the following conditions:

1. The option of picking open runs will be limited to the first seventy (70) extra men in the terminal except during summer school close period when the first ninety (90) men in each terminal will be permitted to pick.

2. The remaining extra men in the terminal, including those who do not exercise their option of picking, shall be marked up on a daily basis in the regular manner.

3. Open runs will be posted in the terminal for selection by midnight Tuesday for operation on the following Monday.

4. Open runs will be subject to pick from midnight Tuesday to midnight Wednesday only.

5. An open run so picked will be assigned to and held by the extra man for the ensuing seven (7) day period, or until the run holder returns to work, if same occurs sooner.

6. The practice of picking open runs by extra men and the number of extra men permitted to pick will be subject to adjustment at the terminal level at the discretion of the employer.

7. The provisions of this paragraph F, shall not apply as to those weeks in which school schedules are operated for a portion of the week only.



Section 13. TRANSFERS - EXTRA POSITIONS

A. The employer shall at all times determine the number of operators required at each terminal and shall have the unquestionable right to lay off according to seniority.

B. Operators may be transferred to a terminal or terminals provided a system pick as to terminals is allowed those affected.

C. Operators transferred under the conditions of subsection (b) shall be paid eight (8) hours per day for a period of two (2) days to ride and familiarize themselves with the lines of the terminal to which they are transferred.

D. Though all runs must be selected, regular operators may pick extra men's work, in which case they shall receive no advantages over extra men, and shall assume a position on the extra board according to seniority, and shall not select a numbered extra board position.

E. If extra men who hold runs because of others picking the extra board are laid off or transferred, their runs shall be marked up to extra men until the next terminal pick.

Section 14. RUNS - DEFINITIONS - PROVISIONS

A. Scheduled week-day runs consisting of six (6) or more work hours will be considered as regular runs, will afford pay of a minimum of eight (8) hours plus report and turn-in time.

B. Runs shall be straight where reasonably possible, and shall consist of approximately eight (8) hours plus report and turn-in time. The time of their commencement and completion shall be posted on the schedules.

All runs pulling in after 9:00 P.M. will be straight.

Sunday and holiday schedules shall consist of all straight runs.

C. Day runs pull out before 10:00 A.M. Night runs pull out at 10:00 A.M. or later.

D. The scheduled running time will be allowed from the pull-in point to the terminal, unless operating in express service or over expressways, and passengers shall be picked up same as in regular service.

E. Runs already selected may be revised and rescheduled. If thirty (30) minutes or more is added to the run, the operator with greater seniority in the line affected, may request a re-pick, progressive or otherwise, within forty-eight (48) hours. Operators absent because of vacation or illness may request a repick within forty-eight (48) hours upon return to work. If the revised run is decreased ten (10) or more minutes, a repick will be permitted.

In the absence of a demand for a repick, the run will be compensated as rescheduled from the date of the change. If a repick is demanded and required under these provisions, the run holder shall be compensated for his/her runs as originally scheduled or as revised, whichever is greater, until the board is worked line standing.

F. When an operator picks a line and later a part of the line is changed and he/she is required to operate on a foreign line, he/she may request a terminal pick. A foreign line is any line other than the one that the operator picked.

G. Arithmetical errors made in computing time in a run shall be retroactively corrected upon discovery, to the effective date of the last pick, even though the run has been selected and worked.

H. When two or more operators are marked up in error for the same run, the operator with the greater seniority shall be given the run and the operator with the lesser seniority shall be given other work equivalent to the run for which he/she was marked up. The substitute work shall not require the operator to work beyond thirty (30) minutes of the scheduled time of the run marked up in error. Operators assigned substitute work as noted above shall be paid no less than the run marked up in error.

Section 15. WORKER'S COMPENSATION

An employee sustaining injury or occupational disease arising out of and in the course of City employment shall be entitled to benefits under the Worker's Compensation Act. Employees shall also be eligible for supplemental benefits in accordance with Section 44 of the agreement.

Section 16. NON-PLATFORM ASSIGNMENTS

Operators temporarily engaging in non-platform work shall continue to receive their regular base wage rate for the time actually worked.

A. Examples of non-platform work are: transferring equipment, receiving instructions, loading and starting, giving instructions, traffic work, and for the purpose of this section, plugging of one (1) hour or less.

B. When operators are required to see the superintendent outside their scheduled and paid working hours, the superintendent will schedule such appointments for specific times and notify the operator. The operator will be paid for such time at the appropriate rate, provided that this shall not apply to operators who are called in for disciplinary action for cause and such disciplinary action is not subsequently shown to be unwarranted or reversed through the grievance procedure.

Section 17. OVERTIME

A. The overtime rate will be time and one-half and will be paid for work in excess of eight (8) hours per day (excluding report and turn-in time) and in excess of a regular run subject to provisions of Section 21 hereof.

B. At no time shall there be a duplication of overtime premium and/or spread premium, except for scheduled swing runs (see Section 19).

C. The following items being paid allowances shall neither be compensated for at the overtime rate or used in computing overtime premium: Report and turn-in time, show ups of regular operators, spread premium, making written accident reports, giving and receiving instructions, extra man's weekly minimum guarantee, tripper minimum guarantee, attending safety meetings and claims and court time.

D. When an operator works on his/her off days after working a full scheduled week and he/she has not been charged with a suspension, the following occurrences shall not deprive the operator of off-day premium:

1. Appearance in court in behalf of the Employer.
2. A miss occurring on a day on which a full run or its equivalent is worked.
3. Being off with permission on a paid holiday.
4. During those weeks in which terminal or system picks are held, off-day premium will apply only to work performed on the temporary off days assigned for pick purposes.
5. Being paid scheduled vacation time during the work week.

E. Overtime shall be distributed equally among employees in a terminal insofar as possible and this shall be the responsibility of the District Superintendent and Board members.

The terminal station master shall keep a record of hours of overtime worked by each operator and this record shall be made available to the terminal board member.

F. Absences due to paid sick leave on a scheduled work day will bar off-day premium until the operator has completed forty (40) hours of actual straight-time work excluding report and turn-in time.

A suspension shall not be imposed so as to carry into two (2) or more employee work weeks unless of such length as to be unavoidable or at the request of the employee.

Section 18. EXTRA WORK - REGULAR OPERATORS

A. Regular operators who are required to report for and are not given extra work will be paid for no less than four (4) hours at his/her base rate.

B. Extra work shall be distributed as evenly as possible.

C. When an operator is not relieved from duty as scheduled, he/she shall notify the dispatcher via his/her coach radio or the Terminal Supervisor via the nearest convenient public telephone enroute to the scheduled destination of his/her line. Such operator must continue enroute, in service, to the end of the line, unless specifically authorized by the dispatcher or Terminal Supervisor to pull in before going to the end of the line. The operator may, then, pull in from the end of the line, but may not be required to operate in service on pull in.

Section 19. SPREAD PREMIUM

Spread premium of half the base rate will be allowed in addition to any overtime premium on scheduled swing runs. If more than ten (10) hours, including report and turn-in time, are scheduled to elapse in such a run from the first required report to the time of completion, the operator working and completing it will receive the premium for the scheduled period beyond ten (10) hours. An operator will not be entitled to spread premium for work beyond his/her scheduled swing run.

Section 20. REPORT AND TURN-IN TIME

A. Operators shall report to their terminals ten (10) minutes before their runs are scheduled to leave.

B. On each day they perform platform work, operators will be paid fifteen (15) minutes for reporting, preparing for work, moving vehicles in and out of the terminals, and turning in.

C. Report and turn-in time shall be classed and paid as platform time, and as such shall be used in the computation of all minimum pay guarantees, but shall be exempt from all overtime and holiday premiums, except spread premium.

Section 21. OWL RUNS

A. An owl run is a night run scheduled to finish after 3:30 A.M.

B. An extra twenty (20) minutes pay will be paid for working a complete scheduled owl run and for any late time on same.

C. The said owl rate will also be paid for a portion of an owl run if operated through 3:30 A.M., and either started or finished as scheduled.

D. Owl runs shall be started as early as practicable; the owl operator's wages to start no later than midnight.

E. For the purpose of computing earnings, extra work begun before 10:00 A.M. following completion of an owl run will be regarded as work of the previous day.

Section 22. LATE TIME

Operators will be paid for delays of three (3) minutes or more in runs or swings thereof provided that on the day the delay occurs the operator shall submit a claim slip (which is detachable from the trip sheet) for same and explain the reason for the delay. Such delay time shall be set off or cancelled to the extent that eight (8) hours exceeds the scheduled work time in the run.

Section 23. RELIEF TIME

When an operator is required to relieve and/or be relieved at a point over three (3) minutes in running time from his/her terminal at the beginning or end of his/her run, or over five (5) minutes in the swing of a run, he/she shall be paid relief time based on the amount of such running time.

Section 24. TRIPPERS

A. Trippers are runs of less than six (6) hours duration.

B. A minimum guarantee of two (2) hours pay at the straight time rate including report and turn-in time, but excluding overtime premium, will apply to any tripper or extra other than Charter Service Orders or Revenue Specials in those instances where an operator works same as a separate and unrelated assignment prior to or following completion of his/her regular work assignment for the day or when same is worked on an off day.

C. Said minimum guarantee shall not apply to coupled trippers or extras unless the combined time of same is less than two (2) hours, in which case the guarantee shall apply as one assignment.

Section 25. INSTRUCTION RATE

A. One and one-half (1-1/2) hours' pay at the straight time rate will be allowed operators for instructing students or trainees. Such pay shall be only forty-five (45) minutes if the instruction period is less than 4:01 hours.

B. Unless the instructing operator is found negligent in his/her duties, he/she shall not be charged with any accident in which the student is involved, and it will not be entered on his/her record.



Section 26. OPERATORS RETURNED TO TRAINING

A. Operators required to return to training on a re-break status shall be compensated as follows:

1. Operators with less than six (6) months of service or have not completed their probationary period shall be compensated at the student rate.

2. Operators who have completed six (6) months of service and having completed their probationary period shall be compensated at their regular rates including spread and other premiums.

B. Operators returned to training have the option of wearing their uniforms or appropriate civilian clothes.

C. The student rate will be paid in accordance with the minimum wage provisions of the Fair Labor Standards Act.

Section 27. COURT - CLAIMS - ACCIDENT REPORTS

A. Operators required to report to the Law Department, attend court for the Department, or the City of Detroit, or to be detained at the terminal, shall be paid the regular wage rate plus travel time, and less witness fees.

When it is necessary that an operator be relieved for these purposes after, or prior to, working a portion of his/her run, he/she shall be paid for his/her entire run as though worked and shall be paid allowance time for all time consumed beyond the scheduled work hours of his/her run. In such cases any extra platform work performed before or after the scheduled hours of his/her run shall be compensated at the overtime rate provided the operator makes himself available for work during the scheduled hours of his/her run.

This provision shall not be construed as precluding the Department from marking an operator off his/her entire run for the day for these purposes, in which case he/she shall be paid only for the actual time consumed plus any difference necessary to compensate him or her for the equivalent of his/her run.



B. When five (5) or more operators from a terminal are requested to appear for interview or other Law Department purposes, arrangements shall be made to see the operators at their respective terminals.

C. Pay for thirty (30) minutes will be allowed an operator for making out a required accident report and fifteen (15) minutes will be allowed for a required written statement, carbon copies will suffice as duplicates.

Section 28. CHANGE OFF OF EQUIPMENT

Operators, when used to change off vehicles, will be allowed pay for the actual running time plus ten (10) minutes at the straight time rate; provided that they will receive the overtime rate for such work if it is performed in addition to eight (8) hours of work.

Section 29. PAID INTERVENING TIME IN SWING RUNS

A. When an unworked interval in a swing run amounts to one (1) hour or less, it will be treated and compensated for as actual platform time.

B. The lesser of the two (2) unworked intervals in a three (3) piece swing run will be treated and compensated for as actual platform time.

Section 30. RUNNING TIME

A. When the complaints of the operators show there should be an adjustment in running time or drop back on any line or lines, upon written notice to the board member from at least five (5) operators so affected, a representative or representatives of the employer and a representative or representatives of the union together shall make a thorough study of the line or lines in dispute. When it is decided to make a schedule change, the department will rectify such running time and/or drop back as soon as practical, but not to exceed thirty (30) days.

B. When changed conditions affect service, running time shall be adjusted for added coach stops or traffic lights.

### Section 31. REST PERIODS

A. An operator who has performed eight (8) or more hours actual work or completed his/her assigned show-ups shall be given a rest period of not less than eight (8) hours if he/she so requests.

B. An extra operator who completed only one (1) show-up can demand no such rest period unless he/she has worked a run or completed eight (8) hours work.

C. An operator reporting at the designated time following such a rest period will be assigned work prior to those with less seniority whether they are then or later put on show-up.

### Section 32. CANCELLED WORK -- SUBSTITUTION

A. When a regular run, or portion is cancelled in a schedule, the run holder shall nevertheless be paid as though he/she worked same but he/she may be used in other work if in duration it approximates that which was cancelled.

B. The substituted work shall not start before or end more than thirty (30) minutes after that which was cancelled, unless the substitution is for the last half of a swing run. With proper notification, work which starts and ends earlier may be substituted for the last half of a swing run.

C. Such substituted work will result in no added wage costs unless in duration it exceeds the time cancelled.

### Section 33. EXTRA OPERATORS

A. Extra operators, working a five (5) day week, who fulfill the requirements of this section, shall be guaranteed total weekly compensation of forty (40) hours at the regular straight time rate.

B. Their work will be marked up and/or they will be placed on show-ups from which assignments will be made in the order of their seniority.

C. Extra operators may be required to serve two (2) show-ups daily of not more than three (3) hours each of which the second show-up must be scheduled to complete within ten and one-half (10-1/2) hours after the start of the first show-up. No second A.M. or P.M. show-up shall be given until prior first show-ups are terminated.

D. In the event of the following occurrences an operator shall have his/her weekly guarantee reduced by eight (8) hours for each such occurrence.

1. Refusal to make an assigned show-up and/or perform all assigned work.
2. Failing to report immediately for further assignments when less than eight (8) hours work, including report and turn-in time, is received on the first show-up.
3. While serving at the bottom of the board for disciplinary reasons.

E. In case of the following occurrences, an operator shall have his/her minimum weekly guarantee reduced by the difference between the time actually worked by him or her for the day and eight (8) hours for each occurrence:

1. A single miss or double miss;
2. Inability to finish a work assignment due to illness which necessitates his/her being relieved from his/her vehicle;
3. When permitted to change his/her first or second daily show-up for any reasons, excluding a rest period. (In such cases, extra man's spread minimum will not apply for the day.)

F. If an operator is assigned a run on his/her first daily show-up, he/she shall work same to completion and shall enjoy the status of a run holder, with any spread premium being payable after ten (10) hours, inclusive of report and turn-in time, but beginning with time of show-up.

G. Operators shall not be entitled to exercise preference for runs or trippers.

H. When pieces of work are hooked up and assigned an operator on show-up, or when separate assignments are commenced within one (1) show-up period, the time between separate pieces will be paid for as time worked.

I. Scheduled pieces of work may be split or divided by assigning only a portion, or by relieving the operator already assigned, but this shall not be done when an operator received a run on first show-up.

J. Operators must complete work assignments except when given specific permission to pull in. If an assignment made on the second show-up would require that an operator work more than nine (9) hours including report and turn-in time or beyond a daily spread of twelve (12) hours, he/she may request that he/she be relieved at a relief point reached after the eleventh (11th) spread hour or eighth (8th) work hour.

If the operator is not relieved as requested, he/she shall notify the dispatcher via his/her coach radio or Terminal Supervisor via the nearest convenient public phone enroute to the scheduled destination of his/her line. Such operator must continue enroute, in service, to the end of the line, unless specifically authorized by the dispatcher or the Terminal Supervisor to pull in before going to the end of the line. The operator may then, pull in from the end of the line, but may not be required to operate in service on pull-in.

K. All work time, report and turn-in time, allowances, premiums and bonuses shall be included in computing the minimum weekly guarantee provided that the following items are excluded and shall be paid in addition to any weekly guarantee allowance that may be due:

1. Work performed on off days.
2. Extra work performed after completion of work assignments received on show-up.
3. Extra man's spread premium.

L. Operators on show-up shall be subject to an assignment within the classification of Transportation Equipment Operator.

M. An extra operator may be sent to a foreign terminal for work during a day, but his/her travel time to and from his/her terminal will be paid as work time.

N. Each extra man, in good standing, will be entitled to and may be required to serve on show-up in seniority order on each of his/her scheduled work days even though his/her earnings exceed his/her minimum weekly guarantee.

O. On the six (6) major holidays, operators required to serve on show-up will be guaranteed a minimum of three (3) hours' pay at the holiday premium rate, for each show-up, provided they meet the standard extra man requirements.

#### Section 34. MISSING ASSIGNMENTS

A. Subject to the provisions of paragraph C, when an operator misses in the A.M., but reports within two (2) hours, he/she shall either be put on the next A.M. show-up or be assigned a later show-up or be dismissed for the day in accordance with the requirements of the service. If not put on the next A.M. show-up, he/she will be assigned to only one (1) show-up that day.

B. Subject to the provisions of paragraph C, when an operator misses in the P.M., but reports within two (2) hours he/she shall either be put on the next P.M. show-up or be assigned a later P.M. show-up or be dismissed for the day in accordance with the requirements of the service. If not put on the next P.M. show-up, he/she will be assigned to only one (1) show-up that day.

C. An operator missing more than five (5) times in a fiscal year (July to June) may, by reason thereof, be assigned work at the bottom of the extra man show-up list when he/she reports for work following the miss. All operators miss record will be wiped clean at the beginning of each fiscal year.

D. When an operator misses and does not report within two (2) hours, the penalty when he/she does report shall be on that day as per A and B hereof. On his/her next work day he/she shall be placed as last extra man.

E. Operators when serving on show-up as extra men, shall be required to make all show-ups required for extra men in accordance with the terms of Section 33, paragraph C of this contract. No operator, while serving penalty time for missing will be entitled to the minimum weekly guarantee for extra men as to time lost on such days.

F. If an operator misses all or part of his/her assigned run and is assigned a new piece of work in substitution, therefore, the said new piece of work will be considered as unconnected with any other work performed by him or her on that day prior to the miss except for the purpose of computing daily overtime premium. All penalties and allowances computed on the run originally assigned shall be forfeited.

G. When an operator fails to report on time for the second part of his/her assigned run and then picks up his/her run and works the remaining part, he/she shall not be entitled to receive spread bonus for the run unless his/her late report was due to failure to DOT service.

H. In computing spread premium, any work performed after a miss must be regarded as unconnected with that performed before a miss.

#### Section 35. FUNERAL LEAVE (WITH PAY)

A. If a death occurs among members of the employee's immediate family, such employee will be granted three (3) days leave not to be charged to Casual Leave or Sick Leave, provided that such leave may be extended to five (5) days within the discretion of the Sick Leave Board and charged to Casual Leave, Sick Leave, Vacation or without pay based upon individual circumstances.

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

C. If death occurs among the relatives of the employee, the employee will be granted one (1) day leave, not to be charged to sick leave.

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

E. In the event the local union president could not attend, his/her designated representative from the bargaining unit with proper notification to the department head, shall be allowed one (1) funeral leave day, not to be charged to Casual Leave or Sick Leave, in the event of the death of a member of the bargaining unit covered by this agreement.



Section 36. VACATIONS

A. Annual paid vacation based upon employment and service will be granted those who qualify for same.

B. Employment will be credited while one is listed as an active employee with the Department of Transportation or with other city departments as per Appendix B hereof. One will not be considered employed during periods of layoff or during leaves of absence unless same are for military service as per Appendix A, or for training encampments as reservists as per Board Meeting No. 1750.

C. A service day is one for which an operator earns wages for work, holidays, vacation or sick leave, or is in military or city service as provided in Appendixes A and B.

D. Operators will become eligible for full paid vacation for each employment year of 225 or more service days.

E. Those who fail to accumulate 225 service days shall be entitled to one-twelfth (1/12) of a vacation for each month of eighteen (18) or more such service days only.

F. Upon separation for any reason other than mishandling fares, operators will be paid vacation due and earned in the previous year. Operators separating by resignation or discharge after a departmental finding of guilt of mishandling fares, shall be ineligible as to any vacation allowance.

G. Those who die, or are granted a leave of absence, or are separated for reasons other than resignation or discharge, shall be entitled to pro-rated vacation leave on the basis of one-twelfth (1/12) of a vacation for each month of eighteen (18) or more service days.

H. No full or partial vacation shall be allowed until an operator completes his/her first employment year, but he/she shall then be allowed vacation earned up to January 1st, and it shall be connected with his/her next succeeding off days. Subsequent vacations shall be computed on the calendar year basis.

I. Operators vacation allowance will be as follows:

<u>Year of Service</u>	<u>Vacation Days</u>	<u>Allowance Hours</u>
1	5	40
2-5	10	80
6	11	88
7	12	96
8	13	104
9	14	112
10-12	17	136
13	18	144
14	19	152
15 or more	20	160

J. Operators shall not be entitled to enjoy more than one (1) vacation in any calendar year unless they separate as in paragraph G.

K. When one (1) of the holidays falls during an operator's vacation period, his/her division head will determine whether or not to pay him or her for one (1) extra day or extend his/her paid vacation.

L. Management shall determine the number of vacation leaves to be scheduled at any given time of the year, and they shall base such determination on the requirements of the service. Vacation periods will then be selected by operators according to seniority.

M. Operators going on two (2) or more consecutive weeks of vacation leave may, be advance written notice to the paymaster, have their paychecks forwarded to themselves, by mail, on pay days.

N. Operators will be permitted to select up to four (4) weeks regular vacation, not including bonus vacation, on the first selection, provided that no more than three (3) weeks may be selected during the prime vacation period starting with the school close schedules in June and ending with the school open scheduled in September.

O. When the vacation pick is finished, a copy of the vacation schedule will be given to the Union.

P. An operator must pick all earned vacation during the vacation pick except an amount which is less than five (5) days. All vacation must be used by December 31st of each year. An operator will not be granted a vacation day if the scheduled vacations have reached the quota.



Q. All unused vacation which has not been picked, will be posted in the terminal between October 1st and October 10th of each year. Such vacation will be picked from the vacation schedule. Any vacation which remains unused on December 31st will be forfeited.

R. Vacation will be considered as time worked for the purpose of computing off day overtime.

S. Operators will be allowed to work their scheduled vacations at the bottom of the board.

### Section 37. HOLIDAYS

Operators shall be compensated as follows for eleven (11) recognized holidays, consisting of Independence Day, Veterans' Day, Labor Day, Thanksgiving Day, Election Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King's Birthday and Memorial Day.

When there is no major election during the year, Election Day will be paid on the first Tuesday after the first Monday in November of that year.

Four (4) hours pay at straight time, in addition to regular pay for time worked, will be paid for Good Friday. Operator does not have to be working on this day, provided he/she is in good standing.

A. Each operator in good standing shall receive eight (8) hours pay at his/her then base rate when excused from work on any of the above holidays provided that an operator will qualify for holiday pay if he/she is paid for at least eight (8) hours, exclusive of overtime, anytime in the calendar week prior to, during or after the holiday, providing that he/she continues on the payroll through the holiday in question.

B. The unexcused absence from work by an operator on a holiday will result in loss to him or her of the holiday pay allowance.

C. Absence due to illness on a holiday must be approved by the Sick Leave Board prior to payment of holiday allowance.

D. An operator missing or serving at the bottom of the board of same on the aforesaid service days or holidays, who nevertheless is assigned and performs eight (8) hours work, including report and turn-in time, shall not be denied holiday pay by reason thereof, if he/she is otherwise qualified.

E. An operator who works on a holiday and who qualified for aforesaid eight (8) hours pay, shall receive same plus his/her regular pay for the work in lieu of any off-day premium. If he/she fails to qualify for the holiday pay, he/she shall receive only the regular pay for his/her work performance. Qualified operators who work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be paid two hundred percent (200%) of their base rate for all hours worked plus eight (8) hours holiday allowance. If holiday schedules are operated on Martin Luther King's birthday, the premium rate will be paid the same as the above holidays.

F. If an operator is qualified to receive pay for a holiday which falls on his/her seventh (7th) day according to his/her work schedule, then the employer will within its discretion either grant his/her holiday pay for the said day or allow him another work day off with holiday pay.

G. Exclusive of Election Day and Veterans' Day a pick of the remaining six (6) major holidays will be held once a year, and each operator shall in accordance with his/her seniority be required to select three (3) of the holidays as days off.

H. The Martin Luther King holiday will be observed on the same day as Wayne County employees.

Section 38. HOSPITALIZATION, MEDICAL 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 Health Alliance Plan and Banker's Life 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 shall provide for all active employees and their dependents a Dental Plan which shall be the Blue Cross/Blue Shield program which provides Class I benefit on a 25% co-pay basis and Class II and III benefits on a 50% co-pay basis. Classes I, II, and III benefits shall not exceed \$1,000 per person per year. In addition, Orthodontic coverage shall be on a 50% co-pay basis with a \$1,000 life time maximum. Newly hired employees shall not be eligible for these benefits until they shall have worked 1,040 straight time hours.

F. The City will provide Optical Care Insurance, which includes annual exams and glasses if required, 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 January 1, 1984 employees who wish to insure sponsored dependents shall pay the premium cost of this coverage. Also, effective January 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 on a full time basis, 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 with 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 Banker's Life 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 the MVF-II coverage.

#### Section 39. EMPLOYEES SERVING ON JURY DUTY

A. Employees may be compensated for time lost in jury service excluding seasonal, contractual, part-time, special service or those on assignments calling for less than 600 hours.

B. Provided that pay for such lost times shall be contingent upon reasonably prompt notice of call to service, by the employee to his/her department supervisor who shall have discretion in seeking to have such employee excused where his/her service is essential and in refusing reimbursement when there is conclusive evidence that the employee volunteered or sought service directly or indirectly.

C. Provided that such pay be contingent upon the employee reimbursing the department for losses to the extent of jury fees received, exclusive of travel pay.

D. 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 will be amended.

E. Jury duty shall be considered as time worked.

#### Section 40. 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 December 1, 1983 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.

#### Section 41. MISCELLANEOUS BENEFITS

A. Employee benefits as contained in City of Detroit Ordinances establishing sick leave, retirement sick leave, longevity, layoff benefits, vacation transfer, and jury duty shall apply unless otherwise modified by this agreement.

B. The requirements for promotion of the Transportation Equipment Operators to the classification Transportation Station Worker shall be a minimum three (3) years of service in the classification of Transportation Equipment Operator which is satisfactory to the department.

C. A suitable watch will be presented by the Department of Transportation to each employee represented by the union upon his/her retirement, and inscribed with the length of service and date of retirement.



D. Active and retired employees will be permitted to ride without charge on all local, express and zone fare coaches, excepting Race Track or Special Service coaches, without payment of any additional or premium fare upon presentation of a current pass card or a retirement pass card.

E. An additional fifty cents (50¢) will be paid to each Transportation Equipment operator (T.E.O.) for each wheelchairbound passenger for whom it is necessary to operate the rear door wheelchair lift to pick up and alight such passenger in regular line-haul service on D.O.T. coaches, provided that the Operator shall submit a completed claim slip for same within three (3) days of the occurrence.

F. Employee 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, (e.g. coordination of medicare/medicaid coverage with City hospitalization coverage).

#### Section 42. UNIFORMS

A. Those operators having completed one (1)\* year of service and are actively working in the classification of T.E.O., shall be granted an annual uniform payment of one-hundred and seventy-five dollars (\$175.00). Those operators who are receiving Sick Leave Allowance or Sickness and Accident benefits, Long Term Disability benefits, on Leave of Absence, or not actively working in the capacity of T.E.O. during the week the uniform payment is issued will not be entitled to receive a uniform payment. However, upon their return to work and after actively working a full regularly scheduled work week the operator will be issued a uniform payment at that time.

\*One (1) year of service is twelve (12) months of eighteen (18) paid days.

B. One (1) year notice will be given to the operators and the Union if the standard of uniform is to be changed.

C. The tailoring, quality of material, cut and design of uniform will be determined jointly between Management and the Union.

Fabric specifications:

Jacket	- 16-16-1/2 oz., 55% Dacron/45% Wool
Winter Trousers	- 16-16-1/2 oz., 55% Dacron/45% Wool
Summer Trousers	- 11-11-1/2 oz., 55% Dacron/45% Wool
Shirt	- 07-07-1/2 oz., 65% Dacron/35% Wool
Sweater	- 100% Wool or equal

D. Operators must wear a clean uniform and tie (optional) and may not wear a vest without a jacket or sweater. Operators may wear brown or black shoes with one (1) inch heels and 1/2 inch soles.

E. Uniform jackets will be specified for operators in winter months. Operators shall wear a uniform jacket or sweater when the vehicle is heated.

F. Any operator wearing other items not a part of the designated uniform will be considered "OUT OF UNIFORM" while on duty.

G. During the period from May 1st to October 1st, operators may operate without uniform jackets or sweaters, in shirt sleeves.

H. An operator may operate at any time without his/her uniform cap, if they so chose, as long as the same is so displayed as to leave the badge number in plain view and no other cap or hat is worn while he/she is on duty. However, the uniform cap must always be worn when:

1. Reporting for duty to the Transportation Terminal Supervisor
2. Receiving or returning transfers or refund slips at the Cashiers window
3. Securing a coach assignment from the Transportation Station Worker
4. Leaving the coach when identification is necessary, such as securing information on an accident
5. On a Charter Service Order
6. When working as a Loader
7. On an assignment where a full uniform is specified.

Section 43. REDUCTION IN FORCE

To remain eligible for reemployment under the provisions of this Article, laid-off employees must continue to maintain their residency in the City of Detroit, or other approved area if applicable, unless specific permission to temporarily move out of the City is granted by the City's Personnel Director.

Laid-off 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.

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.

B. A lay-off due to reduction in force is the removal of an employee from a position in a department and from the classified service of the City of Detroit, subject to the recall rights provided under this Rule.

C. A demotion due to reduction in force is the removal 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 removal of an employee from a position in a class in a department by change of status to a position in another class which is at the same level.

E. A voluntary lay off is a removal 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. 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.

H. 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.

- I. 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 REDUCTION

Reduction in force shall be by class in a department and shall be made from among all employees in the same class in that department.

- A. Within the department, the following categories shall be removed first:
  1. 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 revert to the class in the department from which they were provisionally promoted or transferred.
  2. Employees who have not completed their initial probationary period shall be laid off in accordance with their seniority, the least senior employee first.
  3. Employees hired on a limited-term basis shall be laid off in accordance with their seniority, the least senior employee being laid off first.
- B. In the event it is necessary to reduce the number of permanent status employees in the class, the order of removal shall be as follows:

1. 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 hold permanent status in some other class, shall be restored to the class from which they were promoted or transferred. Removal shall be in accordance with their total City seniority, the least senior employee to be removed first.

2. Employees in the class on a permanent basis shall be removed in accordance with their total City seniority, the least senior employee to be removed first. Such employees shall be laid off subject to the following demotion or transfer rights within the department:

(a) 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 a lower class in the series, provided there are one or more employees in the lower class in the department having less total city seniority. (The least senior employee displaced as a result shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Rule.

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 3 and restoration rights as provided for in Paragraph A of Section 4.

(b) Demotion or Transfer to a Formerly-Held Class

If the employee has previously held permanent status in another class not in series which is at the same or lower level, the employee may elect demotion or transfer to such class, provided there are one or more employees in the class in the department having less total city seniority. (The least senior employee displaced as a result shall be subject to demotion, transfer or layoff in accordance with applicable provisions of this Rule.)

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

(c) Change of Status to Vacant Positions in Other Classes

If the employee has exhausted his/her rights to demotion or transfer under (a) and (b) 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.

### SECTION 3 -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 those categories listed in Paragraph A of 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 on a City-wide basis; and if there are no lesser seniority employees in the same classification, shall have the right to displace lesser seniority employees in a lower class in the same occupational series. 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 layoff in accordance with applicable provisions of this Rule.)

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

### SECTION 4 - REEMPLOYMENT PROCEDURES

- A. Employees with permanent status in the class 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 in order of their total city seniority on a special register ("blocking list") in the Personnel Department. Such employees shall be entitled to recertification, promotion or transfer from the register to any vacancy in the class from which they were demoted, transferred or laid off, or any lower class in the same series in any city department, before any such vacancy can be filled by certification, promotion, or transfer.

An employee's name shall remain on the special register until he/she is restored to the classification (or equivalent level) from which he/she was demoted, transferred or laid off, or waives an offer of such restoration.

- 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 from the list.



- 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 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 5 - EFFECT OF JURISDICTIONAL LINES

The order of layoff, demotion and reemployment shall not be altered by bargaining unit jurisdictional lines and employees shall carry their total city seniority across jurisdictional lines for reduction in force purposes.

#### SECTION 6 - EMPLOYEES HOLDING MULTIPLE TITLES

In determining an employee's rights under this Rule, 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 which he/she last held permanent status on a single title basis, unless there is a contractual agreement which otherwise identifies the class in which the employee has permanent status, or official action is taken designating such class based upon the nature and history of the employment. Such agreement or official action must be completed at least ninety (90) days prior to the announcement of the reduction in force.

#### SECTION 7 - CONDITIONAL WAIVER OF EMPLOYEE RIGHTS

Where the City anticipates that a reduction in force will not exceed thirty (30) days, an employee in a class subject to reduction in force and his/her employing department may agree to a conditional waiver of the employee's seniority rights for a specified period not to exceed thirty (30) days. This conditional waiver must be in writing and be approved by the Personnel Director. It is recognized that an out-of-seniority lay off resulting from such waiver is for the benefit of the City and the employee retains the right to exercise all rights to restoration, demotion, transfer and displacement at the end of the specified period.



## SECTION 8 - PREEEMPTIVE 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 layoff, may request in writing that he/she be laid off prior to the date when he/she would be reached for such layoff. Such request is subject to approval of the employing department and the Personnel Director.

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

## SECTION 9 - STATUS CHANGES IN ANTICIPATION OF LAYOFFS

Where the Personnel Department shall find that any status change was made either to avoid the layoff of or to cause the layoff of any employee, upon finding by the 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 layoff made; provided, however, this section shall not apply to status changes of more than six month's standing.

### Section 44. SICK LEAVE, CASUAL LEAVE, SICKNESS AND ACCIDENT AND EXTENDED DISABILITY INSURANCE

A. Payment for all sick leave shall be subject to the discretion and approval of the Sick Leave Board. All appeals shall be heard by the Sick Leave Board.

B. Operators shall notify their station master thirty (30) minutes before they are due to pull out in the event of illness or other absence. The report may be made by telephone. On the work day following any such absence the operator must notify his/her terminal thirty (30) minutes before his/her run is due out that he/she is reporting for work otherwise his/her run will be reassigned for the day.

C. Any operator who fails without good reason to give the required notice of illness or absence, shall be charged with a miss. The following day will then be treated as the first day of illness or absence for the purpose of computing paid sick leave.

D. An operator who is marked off for a day after giving notice of illness of one (1) day or less, will be marked up for his/her run or show-up on the day following. If his/her illness extends beyond the first day his/her name will be placed on the sick list.

E. An operator, when reporting for work after more than one (1) day of absence, shall notify the station master by 7:00 a.m. in order that he/she may work the following day.

F. Sick notes for absences of three (3) consecutive days or less may be written by the operator himself. For absences of more than three (3) consecutive days, the department will require medical proof.

G. Sick Leave Earned Prior to July 1, 1978

1. After July 1, 1978, sick leave may be used to supplement the benefits paid by the Sickness and Accident and Extended Disability Benefit Insurance program to provide 100% pay to an employee until such banks are exhausted. An employee supplementing Sickness and Accident and Extended Disability Benefits with sick leave under this section shall not accrue any benefits except as provided in sections J-2 and K-2 of this article.

2. Sick leave may also be used to provide payment for time lost because of an unpaid absence due to illness according to departmental practices regulating sick leave.

3. An employee who retires or dies on or after January 1, 1978 shall be paid 50% of their unused sick leave banks earned prior to July 1, 1978 plus an additional 10% of their banks for each complete year he/she works over 30 years, not to exceed 100% of the bank.

30 years or less	=	50% of unused sick leave.
31 years	=	60% of unused sick leave.
32 years	=	70% of unused sick leave.
33 years	=	80% of unused sick leave.
34 years	=	90% of unused sick leave.
35 years	=	100% of unused sick leave.

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

H. If an employee has no casual leave or sick leave as provided for in paragraphs B and D of this section, he/she may charge vacation for time lost due to illness if the employee files a claim for Sickness and Accident Insurance and duration of the illness is of sufficient time to qualify for Sickness and Accident Insurance.

I. Casual Leave

All employees who shall have completed three (3) months of continuous service shall be granted seven (7) days of casual leave on July 1st of any one fiscal year provided they are on the payroll on that

date. A month of continuous service is a calendar month for which an employee is paid for a minimum of eighteen days. Any calendar month for which an employee is not paid for a minimum of eighteen (18) days shall not be counted.

1. Employees who are not on the payroll as of July 1st or who do not meet the three (3) months' requirement shall have their casual leave credited based on the following schedule.

<u>If an employee starts or returns to work in the month or months of</u>	<u>Days credited after 3 months of new service</u>
July	7
August	6
September, October	5
November, December	4
January, February	3
March, April	2
April through June	7 days for next fiscal year

2. For the purpose of this section, an employee shall be considered off the payroll if he/she is fired, quits, engages in a work stoppage, is on a formal leave of absence granted by the Personnel Department (generally over 30 days), laid off, collecting Extended Disability Benefit Insurance, or retired. 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.

3. The seven (7) casual leave leave days may be used for personal or family illness without requirement of medical proof of illness. An employee may also use casual leave for moving day, wedding day, closing a mortgage or other important personal business which cannot reasonably be handled outside working hours, provided he/she arranges with his/her supervisor at least 24 hours in advance. The supervisor shall have the right to deny personal leave if the employee's absence would adversely affect the department's operation.

4. Up to eight (8) hours of casual leave may be used in less than four (4) hour increments but not less than one (1) hour increments. Otherwise casual leave must be used in not less than half day increments.

5. Employees may not use the provisions of this section for scheduled work on a holiday or Excused Time Day. Departments shall have the right to require proof of illness for absence due to illness on holidays and excused time off days.

6. Casual Leave Bonus Plan

a. All casual leave earned under this section may be converted to vacation or paid in cash at the option of the department if not used in the fiscal year in which it is credited or if an employee is laid off.

b. If no casual leave in the complete fiscal year is used because an employee had no unscheduled absences, such employee shall be paid for nine (9) days.

c. If one casual leave day is used in the complete fiscal year because an employee only had one day of unscheduled absence, such employee will be paid eight (8) days.

d. All unscheduled absences (except funeral leave) will be charged first to unused Casual Leave days.

e. Absences of employees excused for union business will not be charged to Casual Leave.

f. No casual leave bonus will be paid employees who have more than one unscheduled absence even when casual leave was not used to cover that absence.

7. Employees who have notified the City of their intent to resign may be required to furnish proof of illness for casual days taken under this section.

8. No more than seven (7) casual leave days may be credited to an employee in any fiscal year.

9. No disciplinary action shall be taken as a result of using the seven (7) casual days granted under this section in accordance with the above.

10. No casual leave will be paid between June 20 and June 30, at the end of the fiscal year, for the purpose of auditing casual leave banks to reimburse employees for unused casual leave. If an employee has an unscheduled absence during this period and has casual leave for which he is due to be reimbursed, such employee will not be paid casual leave for the actual day(s) of absence but will receive payment when unused casual leave is reimbursed. The absence will be recorded as casual leave.

J. Sickness and Accident Insurance

1. All employees who have completed one (1) year of continuous service shall be eligible for Sickness and Accident Insurance Benefits. One year of continuous service shall mean 12 consecutive calendar months for which an employee is paid for a minimum of eighteen days. The Sickness and Accident benefit shall be fifty percentage (50%) of standard gross pay at time of disability.

2. An employee shall continue to be eligible for the following fringe benefits while collecting Sickness and Accident Insurance:

- a. All medical insurance;
- b. Death benefits and life insurance;
- c. Service time for pension accrual, vacations, longevity and unused sick leave payments
- d. Seniority.

3. The rules and regulations regarding the administration of the Sickness and Accident Insurance program are as set forth in the supplemental agreement covering Sickness and Accident and Extended Disability Benefit Insurance.

K. Extended Disability Benefit Insurance

1. All employees who have completed three (3) years of continuous service shall be eligible for Extended Disability Benefit Insurance. A year of continuous service shall be twelve (12) consecutive months for which an employee is paid for a minimum of eighteen days. The benefit shall be fifty percent (50%) of standard gross pay at time of disability.

2. An employee shall be eligible for the following fringe benefits while collecting Extended Disability Benefit Insurance:

- a. All medical insurance;
- b. Death benefit plan;
- c. Service time for pension accrual if the disability is duty related.
- d. Seniority shall continue to accrue for the purposes of picking vacations, holidays, and work preferences within the Department of Transportation.

3. The rules and regulations regarding the administration of Extended Disability Benefit Insurance shall be as set forth in the supplemental agreement covering Sickness and Accident and Extended Disability Benefit Insurance.

Section 45. RETIREMENT BENEFITS

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 in lieu of the current age and service requirements.

E. Any employee who leaves City employment on or after February 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 concerning 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.



Section 46. RIGHTS OF EMPLOYEES ENTERING  
OR RETURNING FROM ARMED FORCES

The rights of employees entering or returning from armed forces shall be in accordance with Article 16, Section 8 of the Municipal Code of the City of Detroit.

Section 47. SUCCESSOR CLAUSE

This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any separable, independent segment thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this agreement for the life thereof.

Section 48. OVERTIME PROVISIONS OF THE STATE  
MINIMUM WAGE LAW

This contract is negotiated and agreed to between the parties with the recognition that the effect of the application of the overtime provisions of the State Minimum Wage Law and the Fair Labor Standards Act to public transportation systems may impact the provisions of this agreement. To the extent that the overtime provision of the State Minimum Wage Law and the Fair Labor Standards Acts affects any section(s) or provision(s) of this agreement the affected section(s) or provision(s) shall be renegotiated by the parties to this agreement.

Section 49. SAVINGS CLAUSE

If any Article or Section of this Agreement or any Supplement thereto, should be held invalid by operation of Law or by any 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 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 only for those Articles or Sections affected.



Section 50. 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, slow-down 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 by 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 such refusal shall in no way be detrimental to the public health or safety.

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

Section 51. RESIDENCY

All members of the bargaining unit shall be residents of the City of Detroit except as provided by action of the Civil Service Commission in accordance with the authority provided by City Ordinance. Residence shall mean the employee's actual domicile. A person can have only one domicile.

The residence policy applicable to members of the bargaining unit is set forth in Rule XII of the Personnel Department Rules.

Section 52. NON-DISCRIMINATION

It is agreed by the City and the Union that the City is legally and morally obligated to provide equality of opportunity, consideration, and treatment of all employees of the City and, accordingly, to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all persons employed in the bargaining unit in all phases of the employment process, without regard to 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 in accordance with applicable State and Federal laws.

Section 53. PROTECTION CLAUSE

It is the City's commitment that in terms of a total compensation package, the bargaining unit will not be economically disadvantaged as a result of subsequent settlements with other unions. However, it must be understood that compulsory arbitration may result in varied settlements.

Section 54. MAINTENANCE OF CONDITIONS

Wages, hours, conditions of employment and current proper practices which are beneficial to the employees at the execution of this Agreement, shall, except as provided and improved herein, be maintained during the term of this Agreement. Changes must be mutually agreed upon by the City and the Union.

NOTE: During the course of negotiations there was considerable discussion as to the interpretation and intent of Article 54. The parties agree that Article 54 is intended to include those proper practices and minor benefits not covered by specific language in the contract. The parties agree that Article 54 is not intended to conflict with the City's ability and responsibility to manage it's affairs. The parties further agree that Article 54 is not intended to maintain improper practices which may exist in the various operating departments nor is intended to prevent the City from taking appropriate corrective action.

Section 55. DURATION OF THE CONTRACT

A. It is the intent of the parties that this contract as set forth herein shall remain in effect until July 1, 1986. At least one hundred and twenty (120) days prior to June 30, 1986, the parties will review this contract for the purpose of determining any modification or revisions found desirable or necessary, and negotiations for a new contract will commence thirty (30) days thereafter.

B. In the event that the department 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 shall remain in effect on a day to day basis. Either party may terminate the agreement by giving the other party a ten (10) day written notice on or after June 20, 1986.

C. Nothing contained in this contract is intended to conflict with the City Charter, the statutes of the State of Michigan or the laws of the United States.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 1984.

DIVISION 26, AMALGAMATED  
TRANSIT UNION, AFL-CIO

CITY OF DETROIT

\_\_\_\_\_  
Leroy Young, President-  
Business Agent

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

\_\_\_\_\_  
Luther Howard, Vice President

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

\_\_\_\_\_  
Mohammad A. Lahab  
Financial Secretary-Treasurer

\_\_\_\_\_  
Ronald J. Hewitt, Director  
Department of Transportation

\_\_\_\_\_  
Edward G. Robinson  
Recording Secretary

\_\_\_\_\_  
William Anderson, Deputy Director  
Department of Transportation

\_\_\_\_\_  
Clarence Davis  
Executive Board Member

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

\_\_\_\_\_  
Carl W. Saunders  
Executive Board Member

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

\_\_\_\_\_  
Timothy Taueg, Jr.  
Executive Board Member

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

\_\_\_\_\_  
Kenneth Lockhart  
Executive Board Member

\_\_\_\_\_  
Arthur L. Vardiman  
Executive Board Member

\_\_\_\_\_  
Harold Walker  
Executive Board Member

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
DEPARTMENT OF TRANSPORTATION  
AND  
DIVISION 26, AMALGAMATED TRANSIT UNION, AFL-CIO

---

Re: Compensation for Unused Casual Leave

Because of the unique nature of public transportation operations and the attendant problems and costs involved when additional time off for employees is encumbered, the parties recognize and agree that the service to the public would be enhanced if unused casual leave which has been converted to vacation were paid in cash rather than scheduling time off for the affected employees. Therefore, for the term of the agreement between the parties dated July 1, 1983, casual leave which is unused at the end of the fiscal year will be paid in cash.

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

\_\_\_\_\_  
Leroy Young, President  
Business Agent, Division 26  
ATU, AFL-CIO

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
DEPARTMENT OF TRANSPORTATION  
AND  
DIVISION 26, AMALGAMATED TRANSIT UNION, AFL-CIO

---

RE: Union Input Into Scheduling

During negotiations the parties recognized that many problems which face the Department of Transportation and its employees may be impacted to some degree by innovative scheduling and that Local 26 could have valuable input into such scheduling. Toward that end, the Department agrees to meet with Local 26 and afford it an opportunity for problem solving scheduling innovations at the Department of Transportation.

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

\_\_\_\_\_  
Leroy Young, President  
Business Agent, Division 26  
ATU, AFL-CIO

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT, DEPARTMENT OF TRANSPORTATION  
AND  
DIVISION 26, AMALGAMATED TRANSIT UNION, AFL-CIO

---

Re: Vacation Allocations

It is recognized by the parties that the period beginning with school closed schedules in June and ending with school open schedules in September is the period when vacation time is most desirable. It is also recognized by the parties that scheduling of vacations beyond the differences in manpower requirements of the school open and school closed schedules involves the costly addition of manpower to the work force. The problem, however, is lessened as the availability of coaches and manpower are improved and the parties are involved in improving both. To address the entire matter, the parties agree to:

1. Maintain the present level of vacation allocations, which is 4.75% of the work force during school open schedules and 8% of the work force during school closed schedules. (These are department-wide percentages which may not apply to each individual terminal.)
2. To meet each year prior to determination or posting of vacation schedules, picks, or notices thereof. Such meetings will be held for the purpose of determining whether the level of vacation allocations may be changed as a result of improvements in availability of coaches and manpower.

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

\_\_\_\_\_  
Leroy Young, President  
Business Agent, Division 26  
ATU, AFL-CIO

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT, DEPARTMENT OF TRANSPORTATION  
AND  
DIVISION 26, AMALGAMATED TRANSIT UNION, AFL-CIO

---

Re: Determination of a Suitable Retirement Memento

During negotiations of the contract between the parties to be effective July 1, 1983, the union expressed dissatisfaction with the watch which is presented to retirees. The parties hereby agree to establish a committee to determine a more suitable retirement memento. The committee will be comprised of two (2) representatives each of the Department of Transportation and the Union which will agree upon a replacement for the watch which is now presented to retirees. The watch presentation will continue until a suitable replacement is agreed upon by the parties.

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

\_\_\_\_\_  
Leroy Young, President  
Business Agent, Division 26  
ATU, AFL-CIO

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



MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT, DEPARTMENT OF TRANSPORTATION  
AND  
DIVISION 26, AMALGAMATED TRANSIT UNION, AFL-CIO

---

RE: Copies of the Contract

The City agrees to pay to Division 26 of the Amalgamated Transit Union a sum of \$2,000 for printing copies of the Contract.

The Union agrees to furnish the City 500 copies of the contract without charge.

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

\_\_\_\_\_  
Leroy Young, President  
Business Agent, Division 26  
ATU, AFL-CIO

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT, DEPARTMENT OF TRANSPORTATION  
AND  
DIVISION 26, AMALGAMATED TRANSIT UNION, AFL-CIO

---

RE: Special Rules Regarding Sickness and Accident Benefits

It is agreed between the parties that:

1. All time off under the 50% Sickness and Accident program or the 50% Extended Disability program will automatically be supplemented by any Sick Leave balances which an employee may have so as to insure 100% of pay.

2. Casual Leave time or Vacation Time will not automatically be used as a supplement to either the Sickness and Accident program or the Extended Disability program.

3. Individuals on Sickness and Accident who have exhausted all Sick Leave balances may elect to have their off time supplemented by Casual Leave and/or Vacation. In order to have such supplementation, the individual must so request in writing to the Department of Transportation personnel office. Casual Leave in these cases will be used and exhausted first before Vacation Time is utilized.

4. The contract states that employees who shall have completed three (3) months of continuous service shall be granted seven (7) days of casual leave on July 1st of any one fiscal year provided they are on the payroll on that date. Therefore, if someone goes off sick on July 2nd he would be entitled to his Casual Leave Days for the fiscal year beginning July 1st even though he/she does not return to work during the same fiscal year. He would not be eligible for the bonus of two (2) casual days, however, since he would not be on the payroll on July 1st of the succeeding fiscal year. The Casual Leave the employees had as of the day he went on long Term Disability would be forfeited unless the employee returns to work before the beginning of the next fiscal year.

5. The waiting period begins on the first full regular scheduled work day that an employee misses work. Actual scheduled work days will be used to determine the elimination period for the current work week (Saturday-Friday) starting with the first day off sick. With completion of the work week in which the first day of sickness occurs, the work week will be switched to a Monday through Friday work week. In no case, however, will an employee be credited with more than five days, which may consist of work days, S & A days or elimination days in any week. An employee would not be eligible for a S & A payment, however, until such time as he is under treatment by a physician. Therefore, if an employee fails to see a physician until after the mandated five day waiting period, he would not receive any S & A benefits until the day he receives treatment and is judged unable to work by his physician.

6. The definition of a month of service is a calendar month in which an employee is paid for eighteen (18) or more days on the Department of Transportation payroll.

7. Mid-Continental has agreed that in the event the Detroit Industrial Clinic notifies them an employee is able to return to work on a Friday, the employee will not be told to return to work until Monday. The employee so ordered will remain on a Monday through Friday work schedule for the week in which he returns to do work.

8. Written notice of an illness shall consist of a written statement (preferably verified by a doctor) from an employee that he is ill, delivered to the Department of Transportation Personnel Office within twenty (20) consecutive calendar days of the first day off sick. Unless completely incapacitated for a majority of this twenty-day period, benefit days will be lost until notice of illness is received at the Department of Transportation Personnel Office. Employees will still be eligible for up to twenty (20) week of S & A benefits from date notice is given, providing proof of illness is provided as specified in the contract. The notice shall be signed by the employee unless he is unable to do so because of the nature of his illness.

9. An employee who fulfills the twenty-day written notification requirement will not lose S & A benefits for failure to provide medical proof of illness except in those instances where he fails to furnish Mid-Continental proof within ninety (90) days after the termination of the period for which weekly benefits are payable under the plan.

10. An employee who returns from Long Term Disability (LTD) status and works for a period less than three (3) months and becomes ill again with the same illness reverts back to LTD status. Benefits are suspended during the time he returned to work.

11. Full time paid union officials are eligible for Casual Leave, S & A, and LTD benefits to the extent they were eligible for Sick Leave benefits.

12. If an employee fails to fulfill the requirements in the contract regarding notification, or physician's care, benefits will commence as of the day that the employee fulfills those conditions. Benefits will, however, be forfeited if proof of illness is not furnished as discussed in item #9 of this communication.

13. Casual leave will not be used to supplement S & A payments unless the employee so requests. This ruling applies to occupational injury cases also. Casual leave will, however, be used to pay for absences due to illness, accident, or other unscheduled absences not covered by S & A benefits. This ruling applies to instances which are occupational in nature also.

In addition to the above, we wish to advise you that when employees are judged able to return to work by Detroit Industrial Clinic, they will be so notified by telephone and telegram. Sickness and Accident Benefits will be paid through the date specified in the telegram as the last day of coverage. The telegram will be sent to the employee's last known address on file with Mid-Continental.

Employees found to be disabled by Detroit Industrial Clinic will be notified by Mid-Continental of their continuing disabled status and informed as to when further medical verification will be required from the employee's doctor by Mid-Continental.

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

\_\_\_\_\_  
Leroy Young, President  
Business Agent, Division 26  
ATU, AFL-CIO

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT, DEPARTMENT OF TRANSPORTATION  
AND  
DIVISION 26, AMALGAMATED TRANSIT UNION, AFL-CIO

---

Re: Operators Repeatedly Required to Work Foreign Lines

During negotiations there was considerable discussion about the problem of an operator being repeatedly pulled from the run he picked and sent to work on a foreign line. Both parties, recognizing the undesirability of being removed from one's picked runs and also recognizing the need to be able to adjust service, have agreed to the following procedure:

When an operator is repeatedly removed from his picked run and brings it to the attention of his Union Representative, the Union Representative will bring the matter to the attention of the District Superintendent or Assistant District Superintendent. The Union and Management Representatives shall meet at the terminal level to identify the problem which necessitated pulling the operator from his picked run and to identify alternative solutions to the service adjustment problem.

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

\_\_\_\_\_  
Leroy Young, President  
Business Agent, Division 26  
ATU, AFL-CIO

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT, DEPARTMENT OF TRANSPORTATION  
AND  
DIVISION 26, AMALGAMATED TRANSIT UNION, AFL-CIO

---

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 Schedule A.)

The cost of each 1% raise shall be determined by the following formula which is outlined on Schedule 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 Schedule 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.

\_\_\_\_\_  
Leroy Young, President  
Business Agent, Division 26  
ATU, AFL-CIO

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

SCHEDULE 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.

SCHEDULE B

INDEXING WAGE INCREASES

TO FOUR MAJOR REVENUES

FORMULA FOR DETERMINING COST OF EACH 1% OF INCREASE

(USING 1983-84 BUDGET FIGURES)

GENERAL (NO. 0100) FUND ONLY

	<u>Uniformed</u>	<u>Civilian</u>	<u>Total</u>
Salary and Wage	\$151,588,686	\$151,970,204	\$303,558,890
Overtime	2,467,799	7,139,398	9,607,177
Holiday	4,816,389	769,139	5,585,529
Other Compensation	<u>1,603,386</u>	<u>237,286</u>	<u>1,867,672</u>
Total	\$160,503,241	\$160,116,027	\$320,619,268

Wages - 1% of Total \$ 1,605,032

Wages - 1% of Total \$ 1,601,160

85.6% Non-Reimbursed \$ 1,370,593

Recap:

Uniformed	\$1,605,032
Civilian	<u>1,370,593</u>
Total Cost of 1% Raise	\$2,975,625

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT, DEPARTMENT OF TRANSPORTATION  
AND  
DIVISION 26, AMALGAMATED TRANSIT UNION, AFL-CIO

---

Re: Settlement of Major Medical Grievance

The City and the Union agree that in full settlement of the grievance dated July 26, 1981 the City will pay the Division 26 Insurance Fund \$72,000 for major medical insurance premiums allegedly owed by the City. This payment will be in full settlement of the grievance.

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

\_\_\_\_\_  
Leroy Young, President  
Business Agent, Division 26  
ATU, AFL-CIO

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

APPENDIX A

SUPPLEMENTAL AGREEMENT RELATIVE TO SICKNESS AND ACCIDENT AND LONG TERM DISABILITY BENEFITS

SICKNESS AND ACCIDENT BENEFITS

(a) Eligibility for Benefits

(1) If while insured for these benefits, an employee becomes wholly and continuously disabled as a result of any injury or sickness so as to be prevented thereby from performing any and every duty of his occupation, and during the period of such disability is under treatment therefor by a physician legally licensed to practice medicine, the amount of weekly benefits for which the employee is then insured shall be paid to the employee each week during the period he is so disabled and under such treatment. Notwithstanding the above, Sickness and Accident Benefits shall be payable to an employee who becomes wholly and continuously disabled as a result of undergoing surgery for sterilization purposes, or becomes confined as a registered bed patient in a legally constituted hospital for the purpose of undergoing testing to determine his suitability to be donor for an organ or tissue transplant and, in either case, is otherwise eligible for such benefits.

(2) Sickness and Accident Benefits shall not be paid for any day for which an employee receives holiday pay.

(3) For new hires, pre-existing conditions shall not be covered. The Union shall be held harmless by the City in any lawsuit regarding a dispute arising out of pre-existing conditions language in the agreement.

(b) Duration and Commencement of Benefits

(1) Sickness and Accident Benefits shall be payable during total disability for a period not to exceed twenty (20) weeks, for any one continuous period of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes.

(2) The waiting period for sickness or accident shall be seven (7) calendar days. The waiting period for hospital confinement shall be five (5) calendar days. Except that when an employee is confined to a hospital for five (5) days or more there shall be no waiting period.

(c) Basis for Daily Benefit Payments

Any Sickness and Accident Benefits due for a period other than a whole week shall be paid on the basis of one-fifth of the weekly benefit for each scheduled day of five (5) day work week, the employee is disabled and misses work.

(d) Benefits for More Than One Absence

(1) If an employee returns to work after receiving Sickness and Accident Benefits for less than twenty (20) weeks and is again absent within three (3) months for the same reason or some disability related to it, there is no waiting period for the rest of the twenty (20) weeks' period, if the employee is disabled that long.

(2) If the second absence results from a different kind of sickness or injury, the first absence does not affect any possible future benefits. If there are three (3) months or more between two (2) periods of disability, and the employee worked two hundred (200) hours during the intervening period, the second period of disability shall not be considered as being due to the same or related cause or causes as the first disability.

(e) Occupational Disabilities

(1) Benefits payable for any period shall be reduced by any payments for time lost from work in that period to which the employee is entitled under any Worker's Compensation Law or Act or any Occupational Disease Law or Act.

(2) No deduction shall be made for any payments under such laws specifically for hospitalization or medical expense, or specific allowances for loss, or 100% loss of use, of member or disfigurements.

(f) Unemployment Compensation

Benefits payable for any period shall be reduced by any payments of unemployment benefits to which the employee is entitled for that period under any Unemployment Compensation Law.

(g) Notice and Proof of Claim

(1) Written notice of injury or sickness in the form of written statement from a physician legally licensed to practice medicine must be received by the insurance company or the Payroll Office of the employer within ten (10) calendar days after the date of the accident causing such injury or the commencement of disability resulting from

such sickness. If such written statement is not received within the initial ten (10) day period, no benefits shall be payable prior to the date such statement is received. Proof of such injury or sickness must be furnished to the insurance company within sixty (60) days after the commencement of disability for an employee to be eligible for Sickness and Accident Benefits.

(2) The insurance company shall have the right to have such medical examinations of an employee who is eligible to receive Sickness and Accident Benefits, as it may reasonably require, made by a physician or physicians designated by it.

(3) No legal action shall be brought by an employee to recover from the insurance company prior to the expiration of 60 days after proof of claim has been filed in accordance with the requirements of the Plan, nor shall such action be brought at all unless brought within three (3) years from the expiration of the time within which proof of claim is required by the Plan.

(h) Payment of Claim

(1) Subject to due proof of claim, the weekly benefits will be paid to the employee each week during any period of disability for which such benefits are payable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof.

(2) If disability is due to or accompanied by mental incapacity, all or any part of such weekly benefits may, at the option of the insurance company, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the insurance company contributing toward or providing for the care or maintenance of the employee.

EXTENDED DISABILITY BENEFIT INSURANCE

(a) Eligibility

Extended Disability Benefit Insurance shall be provided while an employee is insured for Sickness and Accident Insurance, but not beyond normal minimum retirement date or if an employee does not qualify for a pension, age 62.



An employee who is insured for Sickness and Accident Benefits and who, at the date of expiration of the maximum number of weeks for which he is entitled to receive Sickness and Accident Benefits and during a continuous period of disability thereafter, is totally disabled shall receive monthly Extended Disability Benefits for the period described in subsection (c) below.

For an employee to be deemed totally disabled, he must not be engaged in regular employment or occupation for remuneration or profit and be wholly prevented from engaging in regular employment or occupation with the City in the classification where he has seniority as a result of bodily injury or disease, either occupational or non-occupational in cause for a period of two years and thereafter any occupation with the City.

For new hires, pre-existing conditions shall not be covered. The Union shall be held harmless by the City in any lawsuit regarding a dispute arising out of pre-existing conditions language in the agreement.

(b) Amount of Benefit

(1) The monthly Extended Disability Benefit is as set forth in Section 44 K-1 of the contract reduced by an amount equal to the monthly equivalent of the total of the following benefits for which the person receiving Extended Disability Benefits is eligible:

(i) Lost time benefits under Worker's Compensation Laws or other laws providing benefits for occupational injury or disease, including lump-sum settlement, but excluding specific allowances for loss, or 100% loss of use, of a body member.

(ii) Disability or Old-Age Insurance Benefits (primary insurance amounts only) to which the person is entitled under the Federal Social Security Act or any future legislation providing similar benefits, except old-age benefits reduced because of the age at which received:

(iii) Benefits under any state or federal law providing benefits for working time lost because of disability.

(iv) Any government paid income benefits paid as a result of City service.

(2) In determining the amount by which Extended Disability Benefits are reduced:

(i) The monthly equivalent of benefits paid on weekly basis is computed by multiplying the weekly benefit rate by 4.33.

(ii) Lump-sum settlements under state Worker's Compensation Laws result in reductions equal to the monthly equivalent of the amount of the Worker's Compensation benefit to which the employee would have been entitled under the applicable law had there been no lump-sum payment, but not to exceed in total the amount of the settlement. The amount of such settlement shall be allocated to days of disability for which compensation has not previously been paid, in chronological order until such amount has been fully allocated, at the rate of one-seventh of the weekly Worker's Compensation benefit which would have been applicable under the state law if the claim had been allowed and if there had been no lump sum settlement.

(iii) The amount of a person's benefit under subsections b (1) above shall not be increased subsequent to the first day for which Extended Disability Benefits are payable, except that the amount of such increase shall not be disregarded if it represents an adjustment in the original determination of the amount of such benefit.

(iv) The amount of monthly Extended Disability Benefit shall not be reduced by any increase in an employee's benefit under subsection b (1) above that is effective subsequent to the first day for which an employee's Extended Disability Benefit is reduced because of receipt of such benefit. However, the amount of Extended Disability Benefit shall be reduced by any such increase which represents an adjustment in the original determination of the amount of the employee's benefit under subsection b (1).

(3) Extended Disability Benefit computations presume eligibility for Social Security Disability Insurance Benefits. However, during the pendency of an employee's application for Social Security Disability Insurance Benefits the employee will receive Extended Disability Benefit as described in Section 44-K-1 of this contract. If an employee is granted Social Security Disability Insurance Benefits, Extended Disability Benefit payments shall cease until such time that the amount of Social Security benefits that the employee received equals the amount of Extended Disability Benefits withheld. Employees who are denied Social Security benefits shall receive full Extended Disability Benefits, provided that such denial was not for refusal to accept vocational rehabilitation services. If the denial was for this reason then the Extended Disability Benefit amount will be reduced by the amount of Social Security Disability Insurance that the employee would have been entitled to had he accepted vocational rehabilitation services.

(4) Benefits payable for less than a full calendar month are prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month.

(5) The insurance company may require each applicant or recipient of Extended Disability Benefits to certify or furnish verification of the amounts of his income from sources listed in subsection b (1) above not more than once in a twelve (12) month period.

(c) Commencement and Duration of Benefits

(1) Extended Disability Benefits to an eligible applicant shall be for the period commencing twenty-one (21) weeks from the date of disability. To be eligible for Extended Disability Benefits an employee must have depleted his vacation and casual leave banks.

(2) The maximum period during which Extended Disability Benefits may be payable shall be equal to one-half the employee's service with the City, rounded to the nearest month or the normal minimum retirement date of the employee whichever occurs first, or if not eligible for a pension age 62, but in no event beyond the date of death, or the time that he no longer satisfies the disability requirement. If an employee's return to work with the City does not qualify him for a new period of Sickness and Accident Benefits or if he engages in some gainful occupation or employment other than one for which he is reasonably qualified by education, training or experience, his satisfying of the disability requirement shall not be deemed to end, but his Extended Disability Benefit shall be suspended for the period of the return to work or the period he engages in such occupation or employment.

(3) If monthly Extended Disability Benefits payable to an employee are discontinued because the employee no longer satisfies the disability requirement, and within two (2) weeks of the effective date of such discontinuance and before the employee returns to work with the City, he again becomes disabled so as to satisfy the disability requirement, monthly Extended Disability Benefits will be resumed.

(4) If disability is due to or accompanied by mental incapacity, all or any part of such monthly Extended Disability Benefits may, at the option of the insurance company, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgement of the insurance company contributing toward or providing for the care or maintenance of the employee.

(d) Rehabilitation

There is no ineligibility for Extended Disability Benefits because of work which is determined to be primarily for training under a recognized program of vocational rehabilitation.

(e) Proof of Disability

The insurance company may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining his initial or continuing disability.

(f) Eligibility List

If an employee is no longer eligible for Extended Disability Benefits because the maximum period for benefits has been reached, the City will attempt to place the employee in a vacant position which the employee is qualified to fill. If the City is unable to place the employee in such a position the employee will be placed on an "Employee Availability List". As vacancies occur the City will review such vacancies to see whether the employee is qualified to fill them. If the employee is qualified, the City will place the employee in such position. This provision shall not conflict with the Personnel Department's Reduction in Force Rules.

APPENDIX B

LONG TERM DISABILITY BENEFITS

1. TABLE OF BENEFITS

This table of benefits must only be interpreted in conjunction with other provisions of the plan.

Elimination Periods:

An employee shall not be eligible for Long Term Disability Benefits until after all of the following have been exhausted:

1. The seven (7) day waiting period for Sickness and Accident Benefits, where applicable.
2. The twenty (20) weeks Sickness and Accident Benefits.
3. The total accumulated number of days an employee is eligible to receive casual leave days, casual leave time and swing holidays and vacation days under plans sponsored by the employer.

Maximum Benefit Period:

1. For an employee who is eligible for a pension, Long Term Disability Benefits may be paid only until the earlier of:
  - a. one-half of the employee's service time with the City, rounded to the nearest month.
  - b. the date on which the employee completes thirty (30) years of service, or
  - c. the date the employee attains sixty (60) years of age with at least eight (8) years of service.
2. For an employee who is not eligible for a pension, Long Term Disability Benefits may only be paid to the earlier of the date the employee attains age 62 or one-half of the employee's service time with the City, rounded to the nearest month.

In no event shall benefits be paid after the date the employee accepts employment in any capacity with any employer.

Benefit Class

Employees Monthly Benefit Amount

All bargaining unit employees

An amount equal to 50% of the employees monthly earnings rounded to the nearest multiple of a dollar.

## 2. DEFINITIONS

In the Plan,

1. "Company" means the Great-West Life Assurance Company.
2. "Proof" means proof satisfactory to the Company and shall include a medical examination if required by the Company.
3. "Employer" means the City of Detroit, Department of Transportation.
4. "Employee" means and includes a person who is in the service of the Employer.
5. "Employ", "employed", "employment" and the like, refer to employment with the Employer.
6. "Monthly Earnings", unless otherwise specified in the TABLE OF BENEFITS, means the current basic hourly rate of pay multiplied by 40, multiplied by 4.33, received by the employee from the Employer.
7. "Service" means employment with the Employer on an active permanent, full-time and full pay basis, but does not mean
  - (1) employment on a temporary, seasonal or part-time basis, or
  - (2) employment where the employee works less than 40 hours per week with the Employer, or
  - (3) employment at a location other than the Employer's usual and customary place of business unless it is a location to which the Employer's business requires the employee to travel;
8. "Work" means service with the Employer.
9. "Plan" means the Long Term Disability Benefit Plan of the City of Detroit.

## 3. MISCELLANEOUS PROVISIONS

In the Plan,

1. Any application notice, report, proof or request to be made or given to or filed with the Employer must be in writing and must be so made or given to or filed with the Employer at its Main Office.
2. Words implying the masculine gender include the feminine.



#### 4. TERMINATION OF AN EMPLOYEE'S COVERAGE

The coverage of an employee under the Plan terminates automatically on the earliest of the following dates:

1. The date of termination of the Plan, or
2. The date of termination of service with the Employer, or
3. In respect of:
  - (a) An employee who is eligible for a pension, the date on which he completes 30 years of service, or attains age 60 with at least 8 years of service, whichever occurs first.
  - (b) In respect of an employee who is not eligible for a pension, the date on which he attains age 62.
  - (c) But in no event more than one year of benefit for two years of service.

#### 5. EXTENDED BENEFITS AFTER TERMINATION OF THE PLAN

If prior to the termination of the Plan, an employee is considered to have a Total Disability (defined in the Plan) on the date his coverage terminates due to termination of the Plan, he shall be entitled during the continuance of the disability to any Long Term Disability Benefits that would have been payable had the coverage not terminated.

#### 6. QUALIFICATION FOR BENEFITS

Subject to other provisions and qualifications contained herein, if the accidental bodily injury or a sickness results in an employee's Total Disability and if such Total Disability commences while the employee is covered under the Plan and continues for at least the number of days of the Elimination Period (shown in the TABLE OF BENEFITS in Section 1) the employee shall be entitled to the payment of benefits determined in accordance with Section 7 which is entitled AMOUNT PAYABLE. Such benefits:

1. Shall commence on the first day following the number of consecutive days of the Elimination Period (stated in the TABLE OF BENEFITS), and
2. Shall continue for not more than the Maximum Benefit Period (stated in the TABLE OF BENEFITS) during any one Period of Disability.



It is hereby provided that:

1. No benefits shall be paid for any portion of a Period of Disability after the earlier of the following dates:
  - (a) the date of cessation of Total Disability
  - (b) the date on which an employee retires
  - (c) the date an employee who is eligible for pension completes 30 years of service or attains age 60 with 8 years of service.
  - (d) the date an employee who is not eligible for pension attains age 62.

In no event shall an employee receive more than one year of benefits for each two years of service.

In no event shall benefits be paid after the date the employee accepts employment in any capacity with any employer.

2. Total Disability shall be deemed to continue during a Rehabilitation Program (defined herein).

For the purposes of the Plan,

1. "Accidental bodily injury" subject to the conditions and limitations contained in section on BENEFIT LIMITATIONS, means a bodily injury caused by an accident which occurred after the effective date of the employee's coverage under the Plan and which results directly and independently of all other causes in Total Disability.
2. "Sickness" subject to the conditions and limitations contained in subsection on BENEFIT LIMITATIONS, means a disease, illness or pregnancy.
3. "Total Disability" means  
  
The complete inability of a covered employee because of accidental bodily injury or sickness to engage in his regular occupation or employment with the Employer on a full-time basis for remuneration or profit.
4. "Rehabilitation Program" means a program of rehabilitation in which the employee engages after qualifying for benefits hereunder and which is approved by the Employer. Any of the following may be eligible for consideration as a Rehabilitation Program:

- (a) The employee's regular occupation on a part-time basis;
- (b) A formal vocational training program.

The Rehabilitation Program shall continue until the earlier of the following dates:

- (i) The date on which the employee is able to perform his regular occupation on a full-time basis, or
- (ii) The date which is 24 months after the end of the Elimination Period.

- 5. "Amount of Indemnity" means an employee's Basic Monthly Benefit Amount in accordance with the TABLE OF BENEFITS.
- 6. "Period of Disability" means that period which commences with the date the employee is first absent from work as a result of Total Disability and which continues for at least the number of consecutive days of the Elimination Period (stated in the TABLE OF BENEFITS).

Subsequent periods of Total Disability suffered by an employee while he is covered hereunder shall be considered as occurring in the same Period of Disability, except:

- (a) When the later disability is due to causes wholly different from those of the prior disability and the employee works, excluding service during a Rehabilitation Program, 200 hours or more in the 3 month period immediately following his return to work, or
  - (b) When the later disability is due in whole or in part to causes related to those of the prior disability and the employee completes at least 3 months of continuous service, excluding service during a Rehabilitation Program, before commencement of the later disability, or
  - (c) When the later disability, regardless of cause, commences more than 2 weeks after the date the employee's benefits under this Plan were terminated and the employee has not returned to work.
- 7. "Regular Occupation" means the duties equal or similar to those duties performed by the employee in the classification in which he has seniority immediately prior to the commencement of a Period of Disability.

8. "Physician" means

- (a) A duly qualified physician who is legally licensed to practice medicine or osteopathy, or
- (b) To the extent that this contract provides coverage for services he is licensed to perform, any other practitioner of the healing arts who performs a service within the scope of his license and for whom the law of the applicable State requires that such service be covered.

9. "Hospital" means an institution which

- (a) Is legally constituted as a hospital
- (b) Is open at all times,
- (c) Is operated primarily for the care of sick and injured persons as in-patients
- (d) Has a staff of one or more licensed physicians available at all times,
- (e) Continuously provides twenty-four hour nursing services by graduate registered nurses,
- (f) Provides organized facilities for diagnosis, and
- (g) Is not primarily a clinic, nursing, rest or convalescent home or similar establishment, nor other than incidentally a place for drug addicts.

7. AMOUNT PAYABLE

The amount of the monthly benefit to which the employee is entitled is the Basic Monthly Benefit amount in accordance with the TABLE OF BENEFITS as of the date of the commencement of the Period of Disability, except that such amount will be reduced by the sum of

- 1. The primary Social Security benefits to which an employee is entitled under the Social Security Act of the United States.

For the purposes of this section,

- (a) An employee shall be deemed to be entitled to benefits under the Social Security Act of the United States whether or not he is actually so entitled, unless satisfactory evidence is submitted to the Employer indicating that such benefits were applied for and denied.
  - (b) The amount of the initial entitlement under said Act for a Period of Disability shall be deemed not to have been increased by any Social Security increases which result from a change in the Social Security Act, or an increase in the Consumer Price Index as provided under said Act.
  - (c) The employee's Amount of Indemnity shall be reduced by an amount equal to Social Security Disability Insurance Benefits that would have been payable except for the employee's refusal to accept vocational rehabilitation services.
2. The monthly amount or the monthly equivalent of any indemnity to which he is entitled in accordance with the provisions of any state or federal law providing benefits for working time lost as a result of disability, such as Workman's Compensation, No-Fault or similar law, including lump sum settlements, but excluding specific allowances for loss, or 100% loss of use, of a body member.
  3. The monthly amount of the periodic payments to which the employee is entitled under plans or laws of any government or subdivision thereof, other than under (1) and (2) above, and except the portion he was receiving prior to the effective date of his coverage hereunder.
  4. The monthly amount of the remuneration he may receive from the Employer during a Period of Disability, including any government income benefits paid as a result of service with the Employer.

It is hereby provided that

- (A) In determining the amount by which the employee's Amount of Indemnity is reduced.
  - (a) The monthly equivalent of benefits paid on weekly basis shall be computed by multiplying the weekly benefit rate by 4.33.

- (b) Lump sum settlements under Worker's Compensation, No-Fault or similar law shall result in reductions in the Basic Monthly Benefit equal to the monthly amount of the benefit to which an employee would have been entitled had there been no lump sum settlement, but not to exceed the total amount of the settlement.

In the event the lump sum settlement is made for a period of disability for which the full Basic Monthly Benefit has previously been paid, the lump sum settlement will be allocated to future months in chronological order in an amount equal to the Basic Monthly Benefit until the full amount of the lump sum settlement is allocated. Payment of the Basic Monthly Benefit will cease until the time the full amount of the lump sum settlement has been allocated. Should the disability continue beyond such time, payment of the Basic Monthly Benefit will resume.

Should the cessation of disability, termination of the plan, the ineligibility of the employee for future benefits or any other factor cause there to have been an overpayment, the employer shall be entitled to reimbursement from the employee.

- (B) Once an employee's Basic Monthly Benefit amount is determined, it shall not be changed unless the change represents an adjustment in the original determination of the employee's monthly benefit amount.
- (C) The Company shall pay a fraction of the amount determined under this section for any portion of a Period of Disability which is less than a full month. Such fraction shall be the number of calendar days an employee is entitled to receive benefits divided by the total number of calendar days in the month for which benefits are due.
- (D) The Company may require certification of the employee's amount of income from sources (1) through (4) above, but not more than once in any 12 month period.
- (E) If Total Disability is due to or accompanied by mental incapacity, any or all of the employee's monthly benefit amount may, at the option of the Company, be paid to the employee's beneficiary of record or to any other person or institution then, in the judgement of the Company, contributing toward or providing for the care or maintenance of the employee. Any such payment shall constitute a full discharge of the liability of the Company to the extent thereof.

8. BENEFIT LIMITATIONS

No benefits shall be payable hereunder for or on account of:

1. An accidental bodily injury arising out of or in the course of any employment for remuneration or profit other than with the Employer.
2. Accidental bodily injury or sickness which is the result of war, declared or undeclared.
3. Any sickness due to a mental or emotional disorder of any type after 24 months of benefit have been paid, unless the employee continues to be confined in a hospital as a registered bed-patient.
4. Accidental bodily injury or sickness
  - (a) For which the employee is not continuously under the regular care and attendance of a physician, and
  - (b) If the sickness is due to a mental or emotional disorder of any type, for which the employee is not receiving continuing treatment from a physician certified in psychiatry.
5. Intentionally self-inflicted bodily injury or sickness.
6. Accidental bodily injury or sickness due to alcoholism, drug addiction or the use of any hallucinogenic.
7. A bodily injury or sickness which results from committing or attempting to commit an assault or crime.

## GENERAL PROVISIONS

### ENTIRE CONTRACT: CHANGES

The contract and the individual application, if any, of the employees covered shall constitute the entire contract between the parties. All statements made by individual employees shall, in the absence of fraud, be deemed representations and not warranties and no such statement shall be used in defense of a claim under this contract unless it is contained in an individual application of an employee.

No change in the contract shall be valid until approved by the parties to the contract and unless such approval be endorsed by the parties and attached hereto.

No agent of the parties has authority to change the contract or to waive any of its provisions.

### NOTICE OF CLAIM

Written notice of claim, in the form of a statement of verification of disability from a physician licensed to practice medicine, must be given to the Employer within 10 days after the occurrence or commencement of disability covered by this contract, or as soon thereafter as is reasonably possible. Such notice given by or on behalf of the covered employee to the Employer at its main office with information sufficient to identify the employee, shall be deemed notice to the Employer.

### CLAIM FORMS

If written notice of claim is not made on forms furnished by the Employer for filing proof of claims, the Employer, upon receipt of the notice of claim, will furnish to the claimant such forms as are required for filing proofs of claim. If such forms are not mailed to the last address given the Employer by the claimant within ten (10) days after giving such notice, the claimant shall be deemed to have complied with the requirements of this contract as to proof of loss upon submitting, within the time fixed in this contract for filing proof of claim, written proof covering the occurrence, the character and extent of the disability for which claim is made.



### PROOFS OF CLAIM

Written proof of loss must be furnished to the Employer at its Main office within 90 days after the termination of the period for which the Company is liable. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give such proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

### TIME OF PAYMENT OF CLAIMS

Subject to due written proof of loss, all accrued indemnities will be paid to the covered employee each month during any period for which the Employer is liable and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

### PHYSICAL EXAMINATIONS

The Company, at its own expense, shall have the right and opportunity to examine the person of the covered employee when and so often as it may reasonably require during the pendency of a claim hereunder.

### LEGAL ACTIONS

No action at law or in equity shall be brought to recover on the contract prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this contract. No such action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

### CONFORMITY WITH STATE STATUTES

Any provision of the contract which, on its effective date, is in conflict with the statutes of the state of Michigan on such date is hereby amended to conform to the minimum requirements of such statutes.

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND THE  
AMALGAMATED TRANSIT UNIT, DIVISION #26

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The City and the Union agree that the following shall supplement Section 38 of this agreement.

1. Definition: "Base". The term base means the amount of health insurance premium paid by the City as set forth in Section 38 (L).
2. The amount of the health insurance premium payable by the City, including base and the City's share above base, shall be paid to a health insurance carrier designated by the Union. The Union will negotiate with that carrier on all matters relating to payment of health insurance premiums.
3. The City will surcharge employees each month for the employee's share of health insurance premiums. The amount of the surcharge is defined by Section 38(L). The City may increase the amount of the surcharge once per year, if justified by premium increases. The increase may take effect only following notice by the Union that such change is warranted, or on June 30th, whichever is earlier.
4. The City shall promptly remit to the Union all rate information received from Blue Cross/Blue Shield or other carrier designated by the Union.

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

\_\_\_\_\_  
Leroy Young, President  
A.T.U., Division #26

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

(2703A)