

6/30/92

*Detroit, City of*

A G R E E M E N T

BETWEEN THE  
CITY OF DETROIT  
AND THE  
GREATER DETROIT BUILDING AND  
CONSTRUCTION TRADES COUNCIL  
COVERING  
SPECIAL SERVICE EMPLOYEES

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1989-1992

AGREEMENT BETWEEN THE CITY OF DETROIT AND THE GREATER DETROIT BUILDING AND  
CONSTRUCTION TRADES COUNCIL - SPECIAL SERVICE EMPLOYEES

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AGREEMENT, EFFECTIVE DATE, DURATION

This Agreement is entered into between the City of Detroit, a Michigan Municipal Corporation, as Employer and the Greater Detroit Building and Construction Trades Council, as Union. This Agreement shall remain in full force and effect until midnight June 30, 1992, when it shall terminate. If either party desires to renegotiate this Agreement, he shall give the other party written notice to this effect not less than sixty (60) calendar days nor more than ninety (90) calendar days prior to the expiration date. In any event, this Agreement shall not be extended beyond the expiration date except by written consent of the parties.

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the City of Detroit does hereby recognize the Greater Detroit Building and Construction Trades Council 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 holding Special Service journeymen building trades classifications as established by the Personnel Department of the City of Detroit.

1. MANAGEMENT RIGHTS

The City of Detroit shall retain its right to operate and manage its affairs in all respects in accordance with its powers of authority as set forth in the Charter of the City of Detroit and the Home Rule Act. The City shall in accordance with local trade agreements determine schedules of work. The City shall also have the right to determine when overtime work is required and schedule such overtime; to establish the methods and processes by which such work is performed; to hire, layoff, discipline, and discharge employees; to promulgate rules and regulations provided they do not conflict with other express provisions of this Agreement.

2. NON-DISCRIMINATION

Both the City and the Union agree that, in accordance with Section 6-506 of the Charter of the City of Detroit, no bargaining unit employee or applicant for employment shall be discriminated against because of race, color, creed, national origin, age, political orientation, sex, sexual orientation or non-disabling handicap. The City shall take affirmative action, as required by the Constitution of Michigan and the United States, to assure that all classifications covered by this Agreement are reasonably representative of the ethnic and sex composition of the City.

3. UNION SECURITY

Any person employed with the City and covered by this Agreement who is not a member of the Union and who does not make application for membership, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in an amount determined by the Union in accordance with applicable law. Employees who fail to comply with this requirement shall be discharged after receipt of written notice by the department from the Union unless otherwise notified by the Union in writing, and provided that the Union shall release the department from fulfilling the obligation to discharge if 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.

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

4. RESIDENCY

All members of the bargaining unit shall be City residents. When no City residents are available non-residents may be hired.

5. NO STRIKE

The Union agrees that employees covered by this Agreement will not engage in any strike, work stoppage, slowdown or interference with work of any kind.

6. WORK STANDARDS

All work required by the City and performed by members of this bargaining unit shall be of a quality consistent with the prevailing standards of each trade.

7. SAFETY

The Union, the City, and each member of the bargaining unit shall make every reasonable effort to ensure that each job is performed under safe conditions.

8. SUPERVISION

Supervision of employees covered by this Agreement shall be provided by the City.

9. REPRESENTATION

Representation shall be provided to members of the bargaining unit by the Business Representatives of each Trade and the full time representative referred to in the Memorandum of Understanding between the parties in the 1989-92 Building Trades Contract covering regular service employees.

Stewards will be designated for each work site on a proportional basis following discussion with the employer.

10. GRIEVANCE PROCEDURE

The grievance procedure for employees covered by this Agreement shall be the exclusive grievance procedure and shall be that procedure as contained in the respective local trade agreements.

11. EMPLOYMENT

Employees covered by this Agreement will be hired on a provisional basis for the duration of specific projects or assignments and while so employed shall acquire no seniority equity or other employment status. They shall be released from their employment when a given project or assignment is completed or when their services are no longer desired by the City.

12. WAIVER OF BARGAINING RIGHTS

The parties acknowledge that for the life of this Agreement, they have each voluntarily and unqualifiedly waived the right, and agreed that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

13. WORK WEEK AND WORK DAY

The standard payroll work week shall consist of five (5) eight (8) hour days beginning at 8:00 a.m. to 4:30 p.m. with a half-hour for lunch, Monday through Friday.

14. OVERTIME

All overtime shall be in accordance with the overtime rate as specified in each local agreement between the Trade Union Locals. However, no overtime pay shall be due until eight (8) hours have been worked in the day as defined in the work week and work day section of this Agreement.

15. CONTRACTUAL WORK

The City shall have sole and exclusive discretion to contract and subcontract work that is being performed or can be performed by members of this bargaining unit, on an as-needed basis.

16. WAGE AND FRINGE BENEFITS

The wage rates and fringe benefits to be paid by the City shall be the same as those paid in accordance with the Official Wage and Benefit List as provided by the Building Trades Council. These wages and fringe benefits will be changed to reflect any subsequent changes made to the Local Agreements.

Pay days shall be the same as for Tradesmen employed by the City of Detroit.

It is further understood that employees covered by this Contract will not be eligible for any City fringe benefits. These excluded fringe benefits include, but are not limited to, such benefits as sick leave benefits, vacation, paid holidays, pensions (including duty and non-duty disability pensions) life insurance, death benefits, health insurance, longevity, shift premium, optical care, and duty death benefits. The City will be responsible for all legally required benefits, i.e., Social Security, Workers' Compensation, and Unemployment Compensation.

17. MISCELLANEOUS

Where not in conflict with this Contract, pay practices, work rules, and other conditions of employment shall be as provided by the City Charter, the Ordinances and Resolutions of the City Council, as amended from time to time, and Departmental rules and regulations.

## 18. MILEAGE

### 1. Rates of Payment

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

### 2. Definition of Reimbursable Mileage

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

3. In the event of an automobile breakdown during regular working hours, the time which an employee is allowed for servicing and repairing his/her automobile is to be left up to the department in which he/she works.

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

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



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 13th day of August, 1991. *R.N.C.*

FOR THE UNION:

FOR THE CITY:

Raymond Glowski  
Ray Glowski, Secretary  
Detroit Building &  
Construction Trades Council

Coleman A. Young  
Coleman A. Young, Mayor

John Wallace  
John Wallace  
Business Representative

Roger N. Cheek  
Roger N. Cheek, Director  
Labor Relations Division

Joyce Garrett  
Joyce Garrett, Director  
Personnel Department

Bella Marshall  
Bella Marshall, Director  
Finance Department

Donald Pailen  
Donald Pailen,  
Corporation Counsel  
Law Department

APPROVED AND CONFIRMED BY  
THE CITY COUNCIL SEP 25 1991  
DATE

Jeffrey D. Blaine  
JEFFREY D. BLAINE  
DEPUTY CITY CLERK