#810632

MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

(Drivers + others)

1998-2001

X-6/30/01

7/30/01

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AGREEMENT

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

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

PURPOSE AND INTENT

A. The general purpose of this Agreement is to set forth terms and conditions of employment to promote orderly and peaceful labor relations for the mutual interest of the City of Detroit in its capacity as an Employer, the Employees, the Union, and the citizens of the City of Detroit.

B. The parties recognize that the interest of the community and the job security of City employees depend upon the Employer's success in establishing Detroit as a safe environment, which is economically solvent, provides user friendly services and where economic growth is occurring.

C. To these ends the City and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

D. Basic rights and equities of employees are established through the City Charter, Executive Orders of the Mayor, Ordinances and Resolutions of the City Council, rules of the Civil Service Commission, and the terms of this Agreement.

1. RECOGNITION OF UNION

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

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

The City will honor all terms and conditions of this Agreement and the rights of the City shall in no way conflict with the terms of this Agreement.

The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority. The City has the right to determine when overtime work is required and schedule such overtime. The City reserves the right to discipline and discharge for just cause. The City reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the City. The City shall have the right to determine hours and shifts and reasonable schedules of work and to establish the methods and processes by which such work is performed. The City shall have the right to establish, adopt, amend, promulgate and enforce uniform work rules for its departments.

3. UNION RIGHTS

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

It is understood by the parties that every incidental duty connected with operations is not always specifically described or enumerated in the job description or the classification's specification.

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

C. Any alleged violation of union rights in Article 3, is subject to an immediate hearing of the Pre-Arbitration Panel after Step 3 of the Grievance Procedure has been completed.

4. NON-DISCRIMINATION

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

Accordingly, both parties re-affirm by this Agreement the commitment not to discriminate against any person or persons because of race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status or disability in accordance with applicable state and federal laws.

5. AGENCY SHOP

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

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

C. Any person certified and employed with the City on or after October 11, 1947, who is not a member of the Union and does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date they first become a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in an amount determined by the Union in accordance with applicable law. City employment will be terminated for all persons who fail to comply with this requirement within thirty (30) calendar days after receipt of written notice by the employing department from the Union,

unless otherwise notified by the Union in writing within said thirty (30) calendar days, and provided that the Union shall release the Department from fulfilling the obligation to terminate City employment if during such thirty day period 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.

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

E. All Union membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent reasonably promptly to the Treasurer of the Union. The Treasurer of the Union shall not request the City to change the amounts so deducted more often than four times each City fiscal year.

F. The Union shall not have right or interests whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)

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

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

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

6. STEWARDS AND ALTERNATES

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

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

Where possible, stewards shall be assigned duties from the yards in accordance with the departmental supplementals.

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

D. The City recognizes that Teamsters, Local #214 (both Craft and Non-Craft) may be granted a total of five (5) Chief Stewards for coverage of its members city-wide to handle all grievances in conjunction with the District Steward. Said Chief Stewards will have the time necessary to act in this manner without loss of pay. Said Chief Stewards will also serve on all Safety Panels.

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

F. The Stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer. Stewards should request to be released and wait for approval from the supervisor before the investigation of grievances. The Stewards should reveal the nature of the Union business to be conducted. This privilege shall not be abused.

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

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

1. work in their classification in their Department,

2. work in any lower class in their series in their department,

3. work in a classification within the bargaining unit which they formerly held in their department,

4. work in a lesser class within the bargaining unit in their Department in which they can do the job, and

5. if laid off, shall be recalled whenever there is work in any such class in the Department from which they are laid off.

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

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

Should a union representative lose his/her office, the former union representative shall be subject to displacement by employees with greater seniority who have been laid off or demoted as a result of reductions in force made prior to the loss of office.

Upon written notice from the Local Union President to the Employee Certification Division of the Human Resources Department that such loss of office has occurred, the City shall have thirty (30) days to investigate and make any required displacements.

7. GRIEVANCE PROCEDURE

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

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

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

Step 2: In the event the complaint is not settled orally by the supervisor, and there is an alleged violation of the provisions of this Agreement, the steward shall reduce the grievance to writing and submit it to the division head with fifteen (15) working days of the alleged violation. The written grievance, shall set forth the nature of the grievance, the date of the violation, the identity of the employee(s) involved, by name when known, and the provisions of this Agreement the Union claims have been violated, and the remedy requested. The employee and the steward shall sign the grievance form.

The Division head or his designated representative will promptly arrange a meeting with the grievant and his Union representative to review the grievance and render a decision, in writing, within seven (7) calendar days of the meeting. If the subject grievance is not appealed in writing to Step 3 of the grievance procedure within seven (7) calendar days from the date of the Division head's decision, his disposition shall be considered as settlement of the grievance.

Step 3: If the grievance is not satisfactorily resolved at "Step 2", the decision may be appealed to the Department head or his designated representative. A meeting between at least two (2), but not more than four (4) representatives of each the Union and the City shall be promptly arranged to hear the grievance. The Department head or his designated representative shall have seven (7) calendar days to arrange a meeting. He or she shall have seven (7) calendar days from the mutually agreed meeting date to render his written decision. Management's written answer after the Third step meeting shall briefly state the factors considered by management in its decision regarding the grievance.

Step 4: Pre-Arbitration Panel: In the event of the failure of the above steps in the grievance procedure to resolve a grievance, the matter shall be referred to the Pre-arbitration Panel within ten (10) calendar days of the decision rendered at Step 3. The Union's written appeal to the Fourth Step shall state the facts in dispute and/or reasons for dissatisfaction with management's Third Step answer. The Labor Relations Director or his/her designated representative will arrange for the convening of this panel promptly.

The Labor Relations Director or his/her designated representative will forward the written answer from the panel within fifteen (15) working days of the panel hearing.

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

The parties may choose to mediate some cases in accordance with Schedule I entitled "Arbitration Panel Procedures."

The parties agree that exchanging pertinent information regarding grievances is mutually beneficial in attempting to resolve grievances at the earliest opportunity.

It is further expected that at the Step 4 hearings, all questions and all evidence pertinent to the case will be requested and will be exchanged so that both sides will be on notice of the matters in question. No matter may be presented which has not been raised at either the Step 4 hearing or sufficiently in advance of an arbitration hearing so as to deprive the other side of a reasonable chance to investigate this issue. If information is requested in writing and is not made available to the other party, such information shall not be admissible as evidence at the arbitration hearing.

Upon failure of the panel to agree to a settlement of the issues, and upon the failure of the parties to agree to the selection of an Ad Hoc Arbitrator, the charging party will contact the Federal Mediation and Conciliation Service (F.M.C.S.) for a list of Arbitrators. The parties will then meet to mutually agree upon an Arbitrator from the list. If the party desiring arbitration fails to refer the matter to the Federal Mediation and Conciliation Service within a reasonable time, not to exceed ninety (90) calendar days of the notice of intention to arbitrate, the matter shall be considered settled on the basis of the last answer to the grievance.

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

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

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

    b. Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercises his/her right under Section 6 of Act 379 of the Public Acts of 1965.

    c. Concerning a matter which has been appealed to the Mayor pursuant to applicable state law.

    d. Granting any wage increases or decreases.

    e. Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement.

    f. Relative to position classification whether permanent or temporary.

g. Concerning complaints filed with state or federal civil rights enforcement agencies alleging violation of equal employment opportunity.

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

3. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of ten (10) working days from the final action taken on such grievance under the last step in the Grievance Procedure. Any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the party against which the grievance is brought. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration and shall not be admissible in evidence in any arbitration proceeding.

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

5. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments from Unemployment Insurance, Social Security Disability, Welfare, Aid to Dependent Children, and City funded Long Term Disability Insurance, Sickness and Accident Insurance and Automobile Accident Income Replacement Insurance. Where appropriate, the City shall reimburse those agencies and insurance funds so as to not affect the employee's equity therein.

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

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

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

9. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any City employee, other than the aggrieved, shall not apply to their participation in

arbitration cases. In group, policy or class action grievances, the Union may select the steward or any one of the affected group of employees who will act as the grievant and be paid as such.

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

8. INTERFERENCE WITH WORK

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

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

Employees in the Unit are not subject to disciplinary action for refusing to cross a picket line of another union, if such action could endanger the personal safety of the employees, provided that employees involved in job assignments which may impact upon the health and safety of the community will be expected to report for work. If, in the opinion of such employee, his/her safety may be impaired he/she will so inform his/her supervisor who will make arrangements for the employee's safety.

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

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

9. TIME LIMITS ON GRIEVANCES

Any complaint under this Agreement which is not filed in writing by the employee involved, in individual complaints, or by the steward or designated representative in cases involving more than one employee, or a matter of policy, within fifteen (15) working days after the matter arises, shall

not be considered a grievance. The City shall not be required to pay back wages more than fourteen (14) calendar days prior to the steward's formal notice of grievance. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

The time elements in the first four (4) steps of the grievance procedure may be shortened or extended or steps may be eliminated by mutual agreement. If a grievance is not answered by management within those prescribed time limits, the Union may move the grievance to the next step of the grievance procedure if done within the prescribed time limits.

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

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

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

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

Request for Information

Management shall be advised of the basis of the grievance and have the right to request copies of available written information or statements pertaining thereto and which the Union proposes to present in support of the grievance.

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

It is agreed that any information requested in writing in accordance with the above provisions which is not made available to the other party shall not be admissible as evidence in any grievance or arbitration hearing. Both parties agree to exchange all information in support of their position. However, if additional information becomes available to either party they agree to forward such information to the other party prior to arbitration.

10. DISCIPLINARY PROCEDURES

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

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

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

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

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

C. The Union may request and management may agree to hold the imposition of disciplinary action in abeyance until after the scheduled date for a Third Step meeting to discuss the matter. The request must be made by the union representative at the time management has decided that discipline is to be issued (see Section B above). If for some reason the scheduled Third Step is postponed and unable to be conducted within a reasonable period of time,

management may impose the penalty. This provision shall not apply in cases of absence without leave, insubordination, threats or acts of violence or other disruptive behavior. It also does not apply to instances of suspension pending discharge or discharge. Any additional action(s) by the employee warranting additional discipline in the interim shall be cause for immediate imposition of all pending discipline.

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

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

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

F. Once disciplinary action has been taken against an employee by an authorized management representative, such disciplinary action on the particular charge cannot be increased in severity. The City retains the right to reduce the disciplinary action.

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

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

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

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

GUIDELINES FOR ADMINISTRATION OF A CORRECTIVE DISCIPLINE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

   a. The seriousness and circumstances of the particular offense.
   b. The employment history of the employee involved including length of service.

c. The recency and nature of prior disciplinary action taken with respect to the employee.
d. Prior departmental action in comparable situations.

4. Any published departmental standards or rules governing employee conduct or expected work performance should be fairly, uniformly and consistently applied.

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

11. SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between local union representatives and the department head or his designated representatives or the Labor Relations Director, upon the request of either party within fourteen (14) calendar days of such request. Such meeting shall be between not less than two (2) nor more than five (5) representatives each of the Union and the Employer. At departmental Special Conferences one (1) of the employer representatives may be from the Labor Relations Division if requested by either party.

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

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

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

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

12. SAFETY PROCEDURE

The Employer agrees that employees will not be assigned to any known unsafe operation or to operation of unsafe equipment. It shall be the responsibility of the employee involved to report any unsafe operation to his/her immediate supervisor. Specific complaints concerning safety shall be put in writing.

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

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

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

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

If the complaint is not resolved within forty-eight (48) hours of the meeting between the Department's safety representative and the Chief Steward, it shall become a proper matter for the grievance procedure starting at Step 3.

The parties agree to establish a Joint Labor/Management Health and Safety Committee consisting of two (2) persons selected by the President of Local 214 and two (2) persons selected by the Labor Relations Director. The Committee shall meet at mutually agreeable times and places to discuss matters of health and safety which have general application on a city-wide basis and to review legislation or regulations which may effect the City's health and safety programs. For those departments where it is deemed necessary by the City or the Union, a permanent health and safety committee consisting of equal numbers of management and union members will be established within six (6) months of the signing of this Agreement.

13. SENIORITY

A. City Seniority is hereby defined as the length of continuous service after initial date of legal certification to a position, the duration of which is three (3) months or more, or is seasonal or after date of induction into the classified service as provided by law; provided, however,

that employees certified on or after July 1, 1978, and not appointed within thirty (30) days of such certification shall have their date of appointment recorded as their date of seniority and certification. Seniority, as defined above and in accordance with the rules of the Human Resources Department, is established primarily to serve as a basis for layoff and re-employment of employees. This definition of seniority shall not be deemed as restricting or limiting the establishment of other definitions of seniority for administrative purposes or personnel processes other than layoffs and re-employment as provided for in departmental supplemental agreements.

Classification seniority is hereby defined as the length of time an employee is assigned and continuously employed in the same classification after the effective date of legal certification or promotion to the classification. Classification seniority shall be the measure used for determining rights to shift and location preference, vacation selection, overtime assignments, promotions in series, transfers, training programs, and as used in the reduction in force article of this Agreement.

NOTE: Seniority is not the same as "service time" as utilized for the various economic benefit provisions.

B. Probationary employees: New employees hired and others initially placed in the unit shall be considered as probationary employees for the first three (3) months of their employment except as provided for in local supplemental agreements. The probation period may be extended for a time up to an additional three (3) months. The probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period, he shall be enÿÿdred on the Seniority List of the Unit.

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

C. Seniority Lists: The City will provide the Union with an up-to-date seniority list of all employees within each classification and department represented by Local 214 and will revise that list every six months. The City will notify Local 214, in writing, when new employees are hired, transferred, or separated from the service of the City.

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

1. The employee quits or resigns.

2. The employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure.

3. The employee does not return to work when recalled from layoff as set forth in the recall procedure.

4. The employee retires on regular service retirement.

5. The employee does not return at the expiration of a leave of absence.

14-A. MOBILITY

(For Craft Classifications - See Schedule A)

A. Priority of Movement:

The priority of movement within the Teamsters Craft bargaining unit, to fill vacancies, shall be as follows:

1. Demotions (either disciplinary or as a result of reductions in force).

2. Intra departmental Downbids in a series and voluntary returns to bargaining unit.

3. Intra departmental Lateral Transfers.

4. Intra departmental Promotions.

5. Interdepartmental Lateral Transfer.

6. Interdepartmental Transfer-Promotion.

An employee desiring an interdepartmental lateral transfer or interdepartmental transfer promotion must file a written request with the Human Resources Department indicating the department to which the transfer is desired. A copy of such request shall be forwarded to the Union by the Human Resources Department. Only those requests which have been on file for thirty (30) days prior to the occurrence of a vacancy will be considered. The most senior employee in the classification in which a vacancy occurs who has a transfer request on file shall be transferred to fill the vacancy and must accept such transfer. An employee's request for transfer will remain on file for twelve (12) months unless withdrawn. Employees who have valid interdepartmental transfer requests on file will be placed in available vacancies before lesser seniority laid-off employees are certified to those vacancies.

Further definition and description of mobility within departments may appear in the departmental supplemental agreement.

B. Voluntary Returns to Bargaining Unit:

1. He/she returns only to an opening and no employee in the bargaining unit is bumped.

2. He/she returns to an opening prior to the posting of a notice of vacancy.

3. He/she has the present ability to perform the work with minimal re-orientation.

4. He/she shall occupy the position of lowest seniority in the classification to which he/she returns (including dual titles) for a period of two (2) years at the end of which he/she will exercise his/she total driving series seniority or classification seniority for the purposes expressed in the applicable departmental supplemental agreement.

An employee in the bargaining unit who accepts a position in a classification outside the bargaining unit may return to his/her formerly held classification either before or at the end of his/her probation period in the new classification without restriction.

The Department will notify the Union, in writing, prior to an employee's return to the bargaining unit.

Nothing in this article shall apply to Reductions in Force or any movement of employees as a direct result thereof.

C. Downbids in a series and intra-departmental lateral transfers will be as described in the departmental supplemental agreements.

When an employee is physically unable to perform the duties of his present classification, but is physically able to perform the duties of another classification in series in the bargaining unit, the employee must present satisfactory medical evidence to his department and request a voluntary demotion to a classification in the series which he is physically able to perform. If the City approves his request and the vacancy is to be filled, the vacancy will be filled in accordance with paragraph D below.

D. Promotions:

Promotions to classifications in the bargaining unit which are in a series (See Schedule A) shall be made by seniority, from the next lower classification in that series among equally qualified employees meeting the requirements for the classification. Promotional opportunities in the department shall be posted on departmental bulletin boards.

There shall be a training program coordinated by the Human Resources Department and a pre-qualified trained employee list in each department that has employees in the equipment operator series. Promotions in this series shall be made by non-written advisory examination.

E. Dual and Multiple Titles:

Dual and multiple title positions will be established where the work assignment patterns reasonably indicate that employees will be assigned duties in two or more classifications on a regular, reoccurring or seasonal basis. Such dual or multiple title positions shall not be utilized in lieu of full-time straight-title positions and shall be kept at the minimum required for operation and appropriate for work assignments subject to annual review.

Dual and multiple titled employees in the Craft Unit shall be treated as having status in the highest equipment operation classification in their dual or multiple title. Their class seniority in this classification shall be the effective date of the status change to the dual or multiple title.

Disputes concerning use of dual or multiple titles shall be a proper subject for resolution at special conference. Participating at such special conference will be representatives of the Human Resources Department and/or Labor Relations Division.

F. The Employer agrees to give the Union advance notice of any transfer of work involving bargaining unit members resulting from closing of facilities, opening of new facilities or reassignment of groups of employees. If requested by the Union, the department involved will meet with the Union to discuss the matter.

14-B. PROMOTIONS

(For Non-Craft Classifications - See Schedule B)

Promotions within each of the representatives units (see Schedule B) shall be evaluated by the Human Resources Department based upon departmental supplemental agreements. All promotions shall be subject to a three (3) month trial period.

The trial period may be extended for a time up to an additional three (3) months. When the employee receives notification of the trial period extension, the Union will promptly receive a copy of the probation report.

Dual title positions will be established when the work assignment pattern indicates that something less than a full-time position is required to meet normal operating requirements. (Dual title positions shall not be utilized in lieu of full-time positions.) Any disputes concerning the propriety of a dual title versus a full-time position shall be referred to supplemental negotiations.

15. REDUCTION IN FORCE

SECTION 1 - REDUCTION IN FORCE TERMS DEFINED

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

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

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

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

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

F. Unless otherwise indicated, seniority shall mean total City seniority as determined in accordance with Human Resources Department Rules.

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

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

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

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

SECTION 2 - ORDER AND MANNER OF SEPARATION

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

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

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

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

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

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

SECTION 3 - PROCEDURE FOR SEPARATION OF PERMANENT EMPLOYEES

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

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

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

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

1. Demotion in Series

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

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

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

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

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

3. Change of Status to Vacant Positions in Other Classes

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

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

SECTION 4 - CITY-WIDE DISPLACEMENT

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

SECTION 5 - MEANS OF ACCOMPLISHING CITY-WIDE DISPLACEMENTS

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

SECTION 6 - ORDER OF RECALL

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

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

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

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

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

E. Re-employment provisions in this Article do not apply to persons laid off and separated from City employment for a period of four (4) years.

SECTION 7 - EFFECT OF JURISDICTIONAL LINES

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

SECTION 8 - STATUS CHANGES IN ANTICIPATION OF LAYOFFS

Where the Human Resources 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 Human Resources 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 9 - EMPLOYEES HOLDING MULTIPLE TITLES

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

The parties agree that the Union reserves the right to review all multiple titles. Lower titles not presently being worked in will be dropped and the next highest title will become the employee's primary title, carrying with it all City seniority on all lower titles.

SECTION 10 - PREEMPTIVE LAYOFF 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 be laid off prior to the date when he would be reached for such layoff. Such request is subject to approval of the employing department and the Human Resources 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 off as scheduled.

SECTION 11 - NOTICE REQUIREMENTS

A. The Union shall receive notice of any reduction in force affecting members of the bargaining unit. Where possible, the City shall give the Union two (2) weeks advance notice prior to issuance of any layoffs to allow the Union the opportunity to meet with the City to discuss the circumstances of the reduction.

B. Employees to be laid off as the result of a reduction in force in a department shall receive notice of layoff no less than two (2) calendar weeks prior to the effective date of the separation. Employees to be laid off as the result of the city-wide displacement provisions of this article shall receive notice of lay-off no less than one (1) calendar week prior to the separation.

Exceptions to the above notice requirement shall be allowed in individual cases where the failure to give timely notice resulted from errors or unforeseen circumstances beyond the control of management.

NOTE: Employees with permanent status in the classes of Refuse Collection Packer Operator, Line Helper-Driver I and Line Helper - Driver II, who are laid off from their department as a result of a reduction in force, shall have city-wide displacement and recall ("blocking") rights to the classification of Vehicle Operator I. For purposes of these displacement and recall rights, such employees shall use their combined seniority in their former title and any prior seniority in the VOI class.

16. FORMAL LEAVES OF ABSENCE

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

1. Physical or mental illness

2. Training relating to an employee's regular duties in an approved educational institution.

3. Prolonged serious illness in the immediate family.

4. Military service.

B. Leaves of absence may be granted for other reasons than those listed above where such leaves are deemed beneficial to the City. Requests for leaves of absence are to be submitted in writing to the Human Resources office of the Department in which the employee works. Denials of requests for leave may be referred to the City Human Resources Department. The

procedure for administration of leaves of absence shall be in accordance with Human Resources Department Rules. To be eligible for a leave of absence, the employee must have completed one (1) year of continuous service.

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

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

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

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

NOTE: Family and Medical Leave Act of 1993 (FMLA) became applicable to employees in the bargaining unit on August 5, 1994. The FMLA provides that eligible employees may be off work for up to twelve (12) weeks each twelve (12) month period for the following reasons: to get treatment for the employee's own serious illness or temporary disability; to take care of a spouse, child or parent who is seriously ill or disabled; or to exercise parental care for a newborn infant or newly placed adopted or foster child. During this absence from work, the employee is entitled to continuation of health care benefit coverage. For employees of the City, the twelve (12) month period is the fiscal year. Questions concerning leaves for FMLA purposes should be referred to the employee's Human Resources provider.

Consistent with the FMLA, the City's policy is that employees off due to serious illness must use available paid sick leave before going on unpaid leave. Employees have the option of using available paid vacation or compensatory time while on FMLA Leave for serious illness.

17-A. TRAINING PROGRAM

(For Craft Classifications - See Schedule A)

A. The City recognizes the need for training employees in the various equipment operator classifications. This is reflected in the general "Guidelines for Training Equipment Operators" developed by the Human Resources Department (Schedule D). However, additional individual training programs to meet departmental needs will be worked out between the department, the Human Resources Department and the Union where required.

B. Opportunities for training shall be posted on departmental bulletin boards to allow interested employees to sign up. Employees who do not sign up will be considered as having waived their rights for training and subsequent upgrading. To the extent possible consistent with the operational needs of the department, employees will be trained from this list in accordance with their seniority.

C. Employees who satisfactorily complete training will be placed on a pre-qualified list for the class for which they received training. Promotions shall be made from this pre-qualified employee is regularly list in accordance with Article 14-A. If the pre-qualified employee is regularly or continually assigned to the higher classification for a period of ninety (90) calendar days, he/she shall be forthwith status-changed to the appropriate classification provided a vacancy exists.

17-B. TRAINING PROGRAM

(For Non-Craft Classifications - See Schedule B)

Training needs shall be a proper subject for Special Conference.

18. EMERGENCY/TEMPORARY ASSIGNMENTS

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

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

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

When conditions result in an employee being assigned to perform the duties of a higher classification for two (2) or more consecutive work days, or a total of four (4) or more work days in a calendar month, the department will immediately take steps so that the employee so assigned will be compensated at the rate for the appropriate classification for all such out-of-class hours worked. Supervisors shall not alternate or rotate out-of-class assignments for the purpose of avoiding out-of-class compensation. Compensation for working out-of-class will be paid within sixty (60) days following the performance of such work.

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

Temporary Placement of Employees into Other Duties and/or Departments:

1. The employer may temporarily place an employee into other duties/departments in another department once per year. The employer shall first seek volunteers and if additional employees are required, the employee(s) may be placed by inverse seniority.

2. Such a temporary placement, if made by inverse seniority, shall be limited to forty-five (45) days. An employee that volunteered for such a temporary placement may continue in the placement beyond the forty-five (45) day limit until such time that the employee or the City requests the placement to be ended.

3. Employees temporarily placed under these provisions shall not be required to perform work out of their class, except that the provisions for out-of-class assignments shall be available for operation in these cases of temporary placement, provided that out-of-class opportunities at the transferred-in location must be preserved and first made as available to any qualified employee regularly assigned at the transferred-in location. Regardless, if the work performed at the transferred-in location is an upgrade, the subject temporarily placed employee shall be paid the out-of-class rate.

4. Employees temporarily placed under these provisions shall not lose their promotional opportunities at the transferred-out location and shall be treated as if they had not or had not been temporarily placed in other duties/departments.

5. The local union(s) at the transferred-out and transferred-in locations shall be notified of the proposed move and the reasons, at least thirty (30) days before the planned placement. The City will consider any union responses to its originally planned placement(s) for the possibility of choosing to modify said plans.

6. Any vacation period the moved employee had approved at the transferred-out location will continue to be honored at the transferred-in location.

19. CHANGES IN DUTIES, EQUIPMENT AND WORK ASSIGNMENTS

When new types of equipment are acquired or existing equipment is modified, or there are additional duties or changes in the work assignments which involve the application of skills and training not previously required, the new equipment or specific change shall be reported by the Department, in writing, to the Human Resources Department with a copy to the Union. Such writing shall include the specifications for new or modified equipment and/or specific changes in duties. Upon receipt of the written communication, the Union may request a conference with the department and Human Resources Department staff to discuss proper allocation of the new or changed positions. Such conference shall be scheduled within fifteen (15) working days.

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

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

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

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

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

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

Any additions or changes in the Equipment Operator Series will be incorporated into the recognized "Guidelines Re-Equipment Operation Classification" (Schedule C).

20. MAINTENANCE OF STANDARDS

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

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

21. SERVICE DAY AND WEEK

A. Standard Service Week: The standard payroll work week shall begin at 12:01 a.m. Monday, and end at 12:00 p.m., Sunday. It shall consist of five (5) regularly scheduled eight-hour work periods on as many work days. The two (2) remaining days in the payroll work week shall be known as "off days" and shall, within the limits of reasonable operating procedure, be scheduled consecutively. The first scheduled "off-day" within the payroll work week shall be designated as the "sixth day" and the second scheduled "off-day" within the payroll work week shall be designated as the "seventh day". (See Article 22, "Work Week Assignments".)

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

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

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

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

E. All of the above to be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit.

22. WORK WEEK ASSIGNMENTS

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

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

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

23. OVERTIME

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

1. For all hours worked over eight (8) hours in any one service day, except the seventh day in accordance with Chapter 13, Article 2, Section 12, of the Municipal Code of the City of Detroit, according to the City Council resolution of May 29, 1962, J.C.C. page 1186, as amended.

2. For all hours in excess of the regular work week, as provided in Chapter 13, Article 2, Section 12, of the Municipal Code of the City of Detroit.

3. Salary Rated Employees - Time and one-half shall be credited or paid to salary employees as follows:

   a. All hours worked over eight (8) in one service day except if such time is worked on a seventh day or holiday.

   b. All hours worked over forty (40) in one service week except as indicated in Section 23, A-3-c and except if such time is worked on a seventh day or a holiday.

   c. Employees who are assigned to a work week of less than forty (40) hours, shall be entitled to time and one-half for all work on the sixth day if they shall have worked the assigned hours in the work week.

B. Double Time Overtime

Double time (two-hundred percent (200%) of the basic or hourly rate) will be paid to hourly-rated and salary-rated employees for work on the seventh day of the work week schedules, as defined by Chapter 13, Article 2, Section 12 of the Municipal Code of the City of Detroit.

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

D. All of the above shall be in accordance with Chapter 13, Article 2 of the Municipal Code of the City of Detroit and the Fair Labor Standards Act.

24. SHIFT PREMIUM

A. Employees who work on afternoon and night shifts shall receive, in addition to their regular pay, a premium of forty five cents (45¢) per hour for the afternoon shift and a premium of fifty cents (50¢) per hour for the night shift according to Chapter 13, Article 2, Section 13 of the Municipal Code of the City of Detroit.

B. Shift Starting Times:

The afternoon shift shall be any full-time shift commencing at the hour of 11:00 a.m., or between the hours of 11:00 a.m., and 6:59 p.m.

The night shift shall be any full-time shift commencing at the hour of 7:00 p.m., or between the hours of 7:00 p.m., and 3:59 a.m., in accordance with Chapter 13, Article 2, Section 13, of the Municipal Code of the City of Detroit.

25. VACATIONS

A. ELIGIBILITY:

Employees inducted during the course of the fiscal year shall not be eligible for vacation leave without deduction of pay until they shall have earned at least one thousand hours of paid time, exclusive of overtime or premium time, and until they have attained status as City employees for at least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. Once employees have earned at least sixteen hundred (1600) hours of paid time, exclusive of overtime, and have attained status as employees for at least twelve (12) months , they are entitled to five (5) additional vacation days. In order that an employee's time may be computed on a fiscal year basis, on the July 1 following his first year anniversary date of employment the employee will be entitled to a prorated vacation leave, computed by multiplying the number of months remaining from the anniversary date, to the end of the fiscal year by 8.3 percent of ten (10) days and rounding the product to the nearest whole number. Thereafter, his vacation shall be computed on a fiscal year basis.

B. The vacation schedule shall be as follows:

0-6 months	No vacation
6 months	5 days
1 year	Additional 5 days
2 through 5 years	10 days
6 years	11 days
7 years	12 days
8 years	13 days
9 years	14 days
10 through 12 years	17 days
13 years	18 days
14 years	19 days
15 years or more	20 days

C. VACATION PERIOD:

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

2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day.

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

4. An employee's vacation bank may not exceed more than forty (40) days, or 320 hours, on any October 1.

D. VACATION PRORATION:

Employees who fail to accumulate the required sixteen hundred (1600) straight time regular payroll hours, those who die and those who are separated from the service, either temporarily or permanently, so that it is apparent at the time of separation that they will not accumulate sixteen hundred (1600) hours of straight time pay, shall be entitled to vacation leave before such separation computed as follows: 8.3 percent of the vacation credit of the previous July 1 multiplied by the number of calendar months in which employees have been paid for not less than one hundred and sixty (160) straight time regular payroll hours, and rounded to the nearest whole number. After sixteen hundred (1600) straight time hours are worked in a fiscal year, employees will be entitled to one hundred percent (100%) of their next July 1 vacation. Employees who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis, and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one year anniversary date to the date of separation by 8.3 percent of ten (10) days and rounding the product to the nearest whole day. Current rules governing vacation shall otherwise continue to apply. This paragraph does not apply to part-time, seasonal or temporary employees.

E. CREDITING VACATION:

One hundred percent (100%) of anticipated annual vacation leave will be posted to an employee's bank after he/she has accumulated sixteen hundred (1600) straight time hours in a fiscal year. In the event an employee has been credited with more time than he/she has earned, on the succeeding July 1, or date of separation, whichever comes first, the employee will have any vacation time credited but not earned charged first against his/her existing vacation bank, then to his/her swing holiday bank, or failing sufficient time in those two banks, he/she will be docked for the time.

F. VACATION PRORATION - LAYOFFS:

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

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

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

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

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

I. Employees will have one day of vacation converted to "Prior Compensatory Time" in July of each year. Liquidation will be in accordance with the rules for compensatory time. Employees must liquidate this time by the end of the fiscal year in which it is credited.

26. SICK LEAVE

A. All employees who shall have completed three (3) months of continuous service shall be granted one (l) day of sick leave for every service month in which they have worked 80% of their scheduled hours, not to exceed twelve (12) sick leave days in any one fiscal year. Sick leave earned after July l, 1971, may accumulate without limitation. These days shall be known as current sick leave and shall be kept in the Current Sick Leave Bank.

The service month shall be as defined in the July 3, 1995, Finance Department Memo entitled Sick Leave Accrual Processing, a copy of which has been reviewed with the Union. All employees must be on the payroll for the entire month to be credited with sick leave.

B. Reserve sick leave of five (5) service days shall be granted on July 1 to each employee who was on the payroll the preceding July 1, and who has earned at least sixteen hundred (1600) hours of straight time pay during the fiscal year. Reserve sick leave shall be kept in the Reserve Sick Leave Bank.

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

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

E. (1) Employees who have accumulated a total of fifty (50) or more unused sick days on July 1, shall receive up to six (6) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited according to the following table:

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

(2) Employees who have accumulated at least twenty-five (25) but less than fifty (50) unused sick days on July 1 shall receive up to three (3) bonus vacation days based upon their sick leave usage in the previous fiscal year. Such time shall be credited in accordance with the following table:

Sick Leave Days Used In Previous Fiscal Year	Bonus Vacation Days To Be Credited on July lst
0 to 2 days	3
2 1/2 to 3	2 1/2
3 1/2 to 4	2
4 1/2 to 5	1 1/2
5 1/2 to 6	1/2
More than 6	0

F. Reserve sick leave is not available for usage as Departmental Leave Days or to cover short periods on non-chronic illness. Reserve sick leave can only be used for absences which are (a), the result of a period of hospitalization, or (b), cover a period of sickness resulting from a well-documented history of chronic recurring illness.

If an employee has requested the use of his or her reserve sick leave and his or her department director denies such use because it is deemed not to comport with the reserve sick leave standard set forth in the preceding paragraph, the denied employee shall be entitled to appeal the matter to the Third Step of the Grievance Procedure.

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

H. The above shall be in accordance with Chapter 13, Article 5, of the Municipal Code of the City of Detroit except as modified by this article.

27. UNUSED SICK LEAVE ON RETIREMENT

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

Upon retirement, or death with fifteen (15) years of service, an employee shall be entitled to payment of one-half (1/2) of their unused sick leave.

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

28. HOLIDAYS AND EXCUSED TIME OFF

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

Employees shall be entitled to three (3) swing holidays in each fiscal year. New employees shall be entitled to the first swing holiday after ninety (90) calendar days, the second swing holiday after one hundred and eighty (180) calendar days, and the third swing holiday after two hundred and seventy (270) calendar days.

B. Employees shall receive eight (8) hours straight time pay for the above mentioned holidays. Where a holiday is concurrent with the employee's sixth or seventh work day, the Department head shall have the option of paying for the holiday or granting equivalent time off with pay. When the City elects to give the employee time off, said time shall be granted at the request of the employee with the approval of the Department head.

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

For the purpose of this section, an employee shall be considered off the payroll if he/she is fired, quits, is on a formal leave of absence granted by the Human Resources Department (generally over 30 days), is on workers' compensation, or laid off. An employee's payroll status not covered by the above shall be subject to a Special Conference. Criteria to be used to determine payroll status will be if the absence of the employee shall be for more than thirty (30) days.

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

E. Double time will be paid for all hours worked on a holiday in addition to the straight time holiday.

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

G. Employees shall be granted four (4) hours of excused time on Good Friday or the last four (4) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of excused time on the last scheduled paid day before Christmas Day and before New Year's Day and for Veteran's Day, and the day after Thanksgiving, and Election Day as designated by the City Council, or an additional Swing Holiday in the event there is no designated Election Day, provided they are on the payroll through the excused time day in question. Employees required to work any portion of the excused time on these days will receive either equal time off for hours worked or additional pay at straight time for such hours at the option of the Department head. No holiday premium will be paid for work on these days. When an employee is absent without good cause for the non-excused portion of the day, he/she shall forfeit this excused time for the day.

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

I. If a holiday or excused time day falls on Saturday it shall be observed on the preceding Friday, and if a holiday or excused time day falls on Sunday it shall be observed on the following Monday for all employees except those assigned to six and seven day operations. Should two (2) consecutive holidays or excused time days occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official holidays.

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

1. An employee assigned to a six or seven day operation may be scheduled off for the holiday on either the calendar holiday or the substitute holiday.

2. When an employee works both the calendar holiday and the substitute holiday, the day selected as a holiday, for pay purposes shall be the day which allows the employee the maximum pay credit for working both days.

3. If an employee works either the calendar holiday or the substitute holiday, but not both, he/she shall be paid holiday premium for the day worked.

4. If an employee is off sick on the calendar holiday, or the substitute holiday, or both, he/she shall receive holiday pay in lieu of sick pay on one of the two days. If he/she works either of the two days he/she shall receive holiday premium.

5. If an employee is AWOL on the actual calendar holiday, but works the substitute holiday, he/she shall not be entitled to holiday pay or holiday premium.

K. The City shall have the option to close all or part of its facilities for the Christmas and New Year's holiday season consistent with operating needs and the public service. Employees shall have the option of using vacation, swing holidays, compensatory time or no-pay for any days off during this period. If an employee has none of the above listed accrued time, departmental leave may be used if available. If an employee has no paid time accrued, and wishes to work, the City will make every attempt to place an employee in his/her department on a job assignment consistent with their job classification and ability to perform the work.

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

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

December 28, 29, 30, 1998
December 28, 29, 30, 1999
December 26, 27, 28, 2000

The City shall notify the Union by November 1 of each year of whether it intends to implement a holiday closedown.

L. The holiday dates during the term of this Agreement are set forth in Schedule H.

29. FUNERAL LEAVE

A. If a death occurs among members of the employee's immediate family or household, the employee, provided he/she attends the funeral, will be granted three (3) days leave not to be charged to sick leave; provided that such leave will be extended to five (5) days if the funeral

which the employee attends is more than 300 miles from the City of Detroit. When an employee is entitled to three (3) days leave under this provision and the funeral is within 300 miles of Detroit, he/she shall be granted two (2) days to be charged against current sick leave and then reserve sick leave upon his/her request.

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

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

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

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

30. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL CARE INSURANCE

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) co-pay (Certificate #87), known as the two dollar ($2), deductible Drug Rider for employees and their legal dependents, duty disability retirees and their legal dependents, duty death beneficiaries and their legal dependents as provided by Chapter 13, Article 11 of the Municipal Code of the City of Detroit. Effective July 1, 1996, the co-pay for the Prescription Drug benefit shall be increased to three dollars ($3).

B. The City will pay up to the following amounts per month for hospitalization:

Single person	$100.06
Two person	$238.29
Family	$253.54

Fifty percent of any premium charges that exceed the above amounts shall be paid by the employees and fifty percent shall be paid by the employer.

C. Employees who wish to insure sponsored dependents shall pay the premium cost of this coverage.

D. The City will provide regular retirees and their spouses 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) co-pay (Certificate #87) known as the two dollar ($2) 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. For persons who retire on or after July 1, 1986, the City will pay up to the following amounts per month for hospitalization and medical insurance:

Single Person	$100.06
Two Person	$238.29

Fifty percent of any increase over these amounts shall be paid by the retiree and 50% shall be paid by the City. The City will pay this premium for regular retirees and their spouses only for as long as they receive a pension from the City. For employees who retire on or after July 1, 1996, the co-pay for the Prescription Drug benefit shall be increased to three dollars ($3).

E. The City Blue Cross hospitalization plan for active employees and their dependents and retirees and their spouses shall include Blue Cross Master Medical insurance with a twenty percent (20%) co-pay benefit and a fifty dollar ($50) per person annual deductible ($100 for two or more in a family).

F. Employees and retirees shall have the option of choosing alternative hospitalization medical coverage from any plan or program made available by the City. The City's contribution to the alternative plans or programs shall be limited to the premium cost for the level of benefits provided in Paragraphs B and D, as applicable. If at the end of any fiscal year an alternative hospitalization plan or program has failed to enroll 50 employees city-wide, the City shall have the option of removing that plan from the list of eligible plans or programs. Effective with the 1987-88 fiscal year all alternate carriers must account for their premium charges without distinguishing between active and retired employees using the following format:

Single Person
Two Persons
Family

G. The City shall contribute to a Dental Plan of the Union's choice $22.59 per month. This rate shall remain in effect until June 30, 1990. Effective July 1, 1990, the City shall contribute to a Dental Plan of the Union's choice $5.20 per month per employee above the monthly premium amount charged by Blue Cross/Blue Shield for general City civilian traditional dental coverage. This Dental Plan shall be made available to all active employees covered by this contract.

Newly hired employees shall not be eligible for these benefits until they shall have worked 1,040 straight time hours.

H. The City will provide Optical Care Insurance, which includes case hardened lenses. Effective July 1, 1999 through June 30, 2001, the City will contribute $5.50 per month for employees covered by CO/OP Optical and $5.43 per month for employees covered by Heritage Optical.

Optical care enrollments will occur at two year intervals.

I. 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 ear-marked or designated for the purpose of the Federal Program.

J. No insurance carrier shall be allowed to underwrite City Health Care Benefits unless it offers coordination of benefits.

K. The parties agree to form a Health Care Cost Containment Committee made up of an equal number of members from the City and the Union which will review and agree to further cost containment programs to cover both active employees and future retirees during the term of this Agreement. Said cost containment programs shall not diminish the levels of benefits provided in the basic plans but may require the insured to follow procedures prescribed by the carrier in order to be eligible for benefits. If premium levels remain below the 1982-83 base year premiums for coverage listed in paragraph B, the City will pay fifty per cent (50%) of that amount to an escrow account which shall be used to offset health care cost or to increase health care benefits.

L. Effective July 1, 2000, employees on the active payroll who are covered by a health care plan offered by an employer other than the City, and can furnish proof of such coverage, may elect to take an annual a $950 cash payment, quarterly at the end of each three (3) month period, in lieu of the hospitalization-medical coverage offered by the City. This election shall take place annually during the open enrollment period.

Once an employee elects the cash payment, the employee will not receive hospitalization-medical coverage until the next year's enrollment period. If the employee loses his eligibility for the alternate coverage, the employee, upon submitting appropriate proof of loss of coverage, will be able to resume the City's hospitalization-medical coverage the month following completion of the applicable enrollment forms. The cash payments will cease upon the employee resuming the City's hospitalization-medical coverage.

The City shall have the sole discretion to offer this opt-out provision to current and future retirees who are eligible for the City's hospitalization-medical coverage. This discretion shall extend to the determination of the amount of the cash payment, the method of payment, the eligibility requirements, and the continuance of the opt-out plan itself.

31. WORKERS' COMPENSATION

A. All employees shall be covered by the applicable Workers' Compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of and in the course of City employment shall be continued on the payroll and his/her time shall be charged to his/her sick leave reserve for all days not covered by Workers' Compensation payments; provided that in the absence of any sick leave reserve he/she shall be paid regular wages or salary to the extent of two-thirds of his/her daily wage or salary but for a period not to exceed seven (7) days; provided, also; that where the employee has a sick leave reserve and receives income under the Workers' Compensation Act, such income shall be supplemented by the City from his/her sick leave banks in an amount sufficient to bring it up to ninety-five percent (95%) of his/her weekly take-home pay. For the purposes of this article, take-home pay is defined as gross pay from the City less Social Security deductions, and less Federal, State and City income tax withholding amounts based on the employee's actual number of dependents. Employees shall be eligible to earn current sick leave.

B. Employees who are unable to supplement their Workers' Compensation benefit from their off-time banks because the amount of overtime worked causes the benefit to meet or exceed ninety-five (95%) percent of weekly take-home pay, shall be treated like employees who are able to supplement for the purposes of hospitalization, life insurance and current sick leave. This provision does not apply to those employees who are unable to supplement because they have no time available in their off-time banks.

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

D. The City agrees to continue hospitalization and life insurance benefits for employees with one or more years of seniority who have been approved for Workers' Compensation benefits for a period of nine (9) months. Thereafter, employees will be entitled to benefits which accrue to them through the Pension Plan and the Income Protection Plan.

NOTE: In order to continue hospitalization and life insurance benefits, employees are responsible for their portion of the premium as required by the Contract. Those deductions will be made automatically while they remain on the payroll because they are supplementing. Once they leave the payroll, they must make arrangements with the Pension Bureau to pay those premiums in order to continue coverage.

E. Consistent with the Workers' Compensation Act and current City practices:

1. The City shall continue its program of returning workers who suffered job injuries back to active employment to perform work tasks which are compatible with their current physical capabilities. To the maximum extent possible, employees will be returned to their former job classification in their former department, or if no such position is available, in another City department if they are presently able to perform the essential duties with or without reasonable accommodations.

2. If the employee is presently able to perform some but not all of the essential duties, but there is competent medical documentation that he/she will be able to perform all such duties within ninety (90) days, he/she may be placed conditionally in an available position in the classification subject to review at the end of this period. Work tasks assigned will be those compatible with present work restrictions.

3. If the employee cannot presently be returned to his/her former job classification, he/she will be placed in an appropriate available position in another classification on a temporary basis until such time as the employee is able to return to his/her former job classification or acquires permanent status in the alternate classification by action of the Human Resources Department. The duration of the temporary status shall be in accordance with the Workers' Compensation Act. During the temporary period, efforts will be made to place the employee in available positions consistent with his/her training and experience and current physical capabilities.

4. While employed in the alternate job classification, whether temporary or permanent, the employee shall be represented by the local union having jurisdiction over employees in that classification and at that location. However, residual seniority rights to the employee's former classification shall remain with his/her former local or other union. An employee in an alternate classification on a permanent basis continues to have a right to return to his former job classification in his former department when physically able to do so.

5. Employees returned to work under these provisions shall not be charged with absences for disciplinary purposes where there is medical documentation that such absences were caused and necessitated by the former job injury.

6. Employees will be eligible for wage increases granted to their alternate job classification.

7. Should a medical dispute arise between the employee's physician and the Employer's physician, a third physician will be mutually selected by the doctors and the third doctor's opinion shall be final and binding on the City and Union.

32. DEATH BENEFITS AND LIFE INSURANCE

A. DEATH BENEFITS

Death benefits for all regular City employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 13, Article 8, currently provides a death benefit of $6,000.

1. MEMBERSHIP Mandatory for regular employees.

2. CONTRIBUTIONS By the City - $13.30 per year per employee. By the employee 20¢ per week or $10.40 per year.

If during the term of this Agreement, the Employee Benefit Board approves an increase in the death benefit eligible for payment to members of the plan, the parties agree that this increased benefit will be applicable to employees covered by this Agreement.

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

1. A lump sum duty death benefit of $10,000 will be paid to the beneficiaries or estate of employees who are killed or who die as a direct result of injuries sustained in the actual performance of their duties.

2. A lump sum payment of $10,000 will be made to any employee who is totally and permanently disabled from illness or injury arising solely out of the actual performance of their duties. "Totally and permanently disabled" shall be defined exclusively as follows:

   a. Total and permanent loss of sight of both eyes.

   b. Loss of both legs or both feet at/or above the ankle.

   c. Loss of both arms or both hands at/or above the wrist.

   d. Loss of any two of the members or facilities enumerated in (a), (b), (c).

   e. Permanent and complete paralysis of both legs or both arms or one leg and one arm.

   f. Incurable insanity or imbecility.

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

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

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

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

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

C. GROUP LIFE INSURANCE

A group life insurance program for the employee and his family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 13, Article 9.

1. Membership - Optional for members of the Employees Benefit Plan.

2. Contributions - The City shall pay approximately sixty percent (60%) of the premium for insurance up to and including $12,500. The employee shall pay forty percent (40%) of the premium for insurance up to and including $12,500. The employee shall pay the full cost of any insurance in excess of $12,500.

3. Benefits - Employees:

Yearly Pay	Amount of Insurance
Under $5,000	$ 3,750
$5,000 to $7,500	$ 6,250
$7,500 to $10,000	$ 9,375
Over $10,000	$12,500

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

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

5. Benefits - Dependents:

Cost of Employee	Amount of Insurance
$.70 per week	$5,000 each dependent

D. ADDITIONAL INSURANCE

1. Employees will be able to purchase insurance which is approximately equal to their annual salary or they may choose to purchase insurance which is approximately equal to two times their annual salaries in accordance with the following:

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

2. Subject to the agreement of and conditions determined by the current life insurance carrier, retirees shall have the option of converting all or part of their group life insurance to a life insurance policy at their own expense. Also, subject to the above conditions,

employees who resign may continue their current coverage at their own expense. For retirees who elect to retain this coverage, the City shall deduct the premiums from their retirement checks on a monthly basis.

33. LONGEVITY PAY

A. Employees 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 and 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 who have qualified for longevity pay and have accumulated at least eighteen hundred (1800) 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 1.

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

C. Employees who first qualify for longevity pay increments in any month after any December 1 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 1 date to date of such qualification.

D. 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.

E. All of the above provisions except as modified herein shall be in accordance with Chapter 13, Article 7 of the Municipal Code of the City of Detroit.

34. JURY DUTY

A. An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay for all days he/she is required to serve on jury duty.

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

C. In order to receive payment for jury duty supplementation, an employee must have been regularly scheduled to work on a non-overtime basis, must give reasonably prompt prior notice to his/her supervisor that he/she has been summoned for jury duty, and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment, provided that the department head shall have discretion in seeking to have the employee excused where his/her services are essential.

If selected to serve on a jury which requires the employee to be off work for more than one day, the employee must notify his/her employing department each day in accordance with established departmental call-in procedures. Failure to do so will make the employee ineligible for jury duty supplementation.

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

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

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

F. Jury duty shall be considered as time worked.

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

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

35. CONTRACTUAL WORK

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

B. The right of contracting or sub-contracting is vested in the City. The right to contract, or sub-contract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members nor shall any seniority employee be laid off or demoted or caused to suffer a reduction in overtime work as a direct and immediate result of work performed by an outside contractor.

36. UNION BULLETIN BOARD

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

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

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

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

C. Any abuse of the union bulletin boards will be a matter for Special Conference.

37. SUPPLEMENTAL AGREEMENTS

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

38. RATES FOR NEW POSITIONS

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

39. MISCELLANEOUS

The Union agrees not to engage in activities involving internal management of employee organizations during working hours such as:

A. Collection of dues and other assignments and solicitation of membership.

B. Membership meetings, campaigning for office, distribution of literature or membership drives in City work areas.

40. CLOTHING, UNIFORM AND TOOL ALLOWANCE

A. Clothing

The clothing allowance shall be $85 per year and otherwise administered according to the Resolution of the City Council of May 9, 1974 (J.C.C. p. 1107).

B. Uniform

For employees who are required to wear a specific uniform, the allowance will be $170 per year.

Effective with the 2000 payout, Airport Police Officers shall no longer receive a uniform allowance, but shall instead receive a $250 cleaning allowance.

C. Tool Allowance

All Construction Equipment Operators who are required to furnish their own tools at the Street Maintenance Division of the Department of Public Works shall be paid a tool allowance of $150 per year on the date this allowance is normally paid to eligible City employees.

41. RETIREMENT

A. Eligibility for Service Retirement Allowance - Any employee who is covered by the provisions of this Agreement and who is a member of the General Retirement System of the City of Detroit who 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. Employees may retire on or after July 1, 1992, with 25 years of credited service but less than 30 and receive an actuarially reduced pension which shall be known as the Actuarially Reduced 25 Year Option of the Retirement Plan. Employees who are receiving a duty or a non-duty disability pension or Income Protection benefits may elect to convert to this new option if they otherwise meet the qualifications.

Employees who have resigned with 25 or more years of service since July 1, 1992, shall have ninety (90) days to submit an application for this option from the date they are officially notified by the Pension Bureau that said application can be processed.

After the initial enrollment of applicants by the Pension Bureau, employees who subsequently leave City employment shall have ninety (90) days from their last paid date on the City payroll to select this option.

Retirees who began receiving a Duty or Non-Duty Disability Pension after July 1, 1992, may convert to this option no later than ninety (90) days after they would have had twenty-five (25) years with the City and have been notified by the Pension Bureau of the availability of this option.

Employees who began receiving Income Protection Benefits after July 1, 1992, may convert to this option anytime after they have had twenty-five (25) years of service with the City.

The above paragraphs notwithstanding, employees hired after January 1, 1996, shall not be eligible for a Service Retirement until they shall have attained fifty-five (55) years of age. This age requirement shall apply to both the Regular Service Retirement with thirty (30) years of service and for pension calculation purposes to the Early Service Retirement (actuarially reduced) with twenty-five (25) or more years of service.

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 from the City with a regular retirement or the Actuarially Reduced 25 Year Option 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.

C. 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 "40 and 8 " age and service requirement.

D. For employees who separate from City service with a vested pension prior to reaching eligibility for a regular service retirement, time earned after July 1, 1986, shall not be factored into the formula for determining their pension benefit until they shall have attained age 62. This provision will not affect the current practice governing disabled employees.

In the event that any law, state or federal is passed during the term of this Agreement which permits employees to vest their pension prior to meeting the vesting requirements set forth in this contract, any employee who vests his/her pension in such a manner shall not be eligible for any pension benefits until his/her sixty-second (62nd) birthday.

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

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

Upon attainment of twenty-five (25) years of service, an employee shall be eligible to withdraw, one time only prior to retirement, all or part of his/her annuity savings.

Non-Duty and Duty Disability Retirees shall be eligible to withdraw, one time only, all or part of their annuity savings.

G. At the time of retirement, members of the general City pension system may elect an option which shall entitle them to change their pension option from either option 2 or option 3 to a straight life pension after they have commenced collection of the pension if the member's beneficiary predeceases the member. This shall be known as the Pop-Up Option. The actuarial cost of the change in benefit shall be borne by the member who selects this change in his/her option election.

H. Employees who retire on or after July 1, 1998, shall have their pensions computed according to the following formula. Using the highest paid 36 consecutive months out of the last 120, including longevity payments, as Average Final Compensation; 1.6% of Average Final Compensation for each year of service for the first 10 years; 1.8% of Average Final Compensation for each year of service greater than 10 years up to 20 years; 2.0% of Average Final Compensation for each year of service greater than 20 years up to 25 years; and 2.2% of Average Final Compensation for each year of service greater than 25 years; plus $12 for each year of City service not to exceed $120. In no case shall benefits paid by the Retirement System exceed ninety percent (90%) of Average Final Compensation except in the case where a higher pension amount has been earned in accordance with the provisions in effect prior to July 1, 1992.

I. Effective for bargaining unit members who retire on or after July 1, 1999, they shall have the option to 1) select the Unused Sick Leave On Retirement payment benefit provided for elsewhere in Article 27 of this labor agreement or 2) chose to receive payment of one-quarter (1/4) of their unused sick time and have that sum included in the average final compensation used to compute the membership service pension portion of their retirement allowance.

J. Effective January 1, 1999, the maximum annual amount payable to an individual on a Duty Disability pension shall be increased to $9,000 and for Non-Duty Disability pension to $6,000.

The maximum amount of the Accidental Death Benefit as found in Chapter VI, Article VI, Part C, Section 1, Paragraphs B and C of the City Charter shall be increased from $2,400 to $5,700 per annum.

K. Effective January 1, 1999, minor dependents under age 19 or permanently mentally or physically impaired dependent children who become impaired prior to age 19 of employees who die with 20 years of service without a surviving spouse shall receive a payment of $9,000 per year which shall be divided equally amongst all eligible dependents. The payment will cease when the last minor attains age 19 or for mentally or physically impaired children at death. There shall be no retirement escalator for this payment.

L. In addition to in-service death pension benefits which already exist for employees with 20 or more years of service, effective July 1, 1998, if a bargaining unit member dies after having attained 15 or more but less than 20 years of creditable service at any age below 60, the surviving spouse will be paid a 50% joint and survivor election. Dependent children, if there is no eligible surviving spouse, are to be paid a total of $6,000 which shall be divided equally amongst all eligible dependents until the youngest child reaches age 19, or for life if a child is permanently physically or mentally impaired.

M. The post retirement escalator factor shall increase from 2.0% to 2.25% of original base pension effective July 1, 1992.

N. Employees shall have the option of selecting from two additional surviving beneficiary options of 25% and 75%.

O. Annuity Contribution Amounts: The City will offer employees who choose to contribute to the annuity plan the option of 3% up to the Social Security maximum salary which would then be increased to 5%, a straight 5%, or a straight 7% annuity contribution.

P. Members of the bargaining unit shall have the option of belonging to the City's current defined benefit/defined contribution retirement plan or a new defined contribution retirement plan in accordance with the rules the City will issue for a defined contribution plan. The parties agree that the defined contribution plan the Executive Branch will propose for

acceptance by the City Council, although not specifically detailed at this time, is intended to be primarily in accordance with the provisions which were last advocated in the Executive Branch in November-December, 1997.

Q. Effective August 1, 1999, or the earliest date thereafter when all required agreements are reached between the City and other parties, the membership of the General Retirement System, Board of Trustees [Article II, Section 2, Subsection (1)] shall be modified to provide that one of the trustees is: "The Mayor of the City or his/her designated representative, ex-officio. Such designated person shall be a full time appointive or classified City employee."

R. 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 and Ordinance 2-93, J.C.C. Page 133.

NOTE: All of the above provision changes will be presented to the Internal Revenue Service and are subject to being final only upon a determination that they are acceptable and approved and will not harm the current favorable tax-exempt status of the General Retirement System.

42. WAGES, SALARIES AND MISCELLANEOUS PAY POLICIES

A. WAGE INCREASE:

1. Effective July 1, 1998 2%
2. Effective July 1, 1999 3%
3. Effective July 1, 2000 3%

B. CASH BONUS FORMULA

All employees on the regular payroll on June 30, 2001, shall be eligible to participate in a possible cash bonus which shall be determined and paid in accordance with the following rules, conditions and limitations:

1. A cash bonus not exceeding 2% will be payable if the City reports a General Fund surplus for the City's 2000-2001 fiscal year. A General Fund surplus for the purposes of this provision shall be the Undesignated portion of the Unreserved Fund Balance. The City represents that it will maintain its designated portion of unreserved fund balance in a prudent and responsible manner, consistent with past practices. For reference purposes only, the General Fund surplus reported in the City's Comprehensive Annual Financial Report for the year ending June 30, 1998, was $13,380,061.

2. The amount of any such surplus will be determined by using the City's official annual audited results of the 2000-2001 fiscal year.

3. If such surplus funds do exist, the legally required portion of those funds must first be deposited to the Budget Stabilization Fund.

4. From any such surplus funds remaining after the preceding deposit has been made, 1/3 of such funds (the approximate proportion of the City budget that is made up of salary and wages and which amount is referred to as the "wage/salary surplus allocation" in the balance of this subsection) shall be used and the numerator in the following formula: The percent amount of the cash bonus will be calculated by dividing the amount of the wage/salary surplus allocation by the total budgeted allocation for Salaries and Wages for the General City Agencies in 2000-2001 for City employees and then multiplying the result of that computation by 100. For reference purposes only, the budgeted allocation for Salaries and Wages as reported in the official 1998-99 Budget was $530,220,595.

5. Any bonus will be paid just one time from the one-time surplus funds remaining from City operations and monetary receipts within Fiscal Year 2000-2001 and shall not increase the employee's base rate of pay.

6. The cash bonus shall be based on the employee's base wage (2080 hours of straight time regular payroll hours for the job classification the employee is officially holding on June 30, 2001). In order to receive the full bonus payment, the employee must have worked at least 1800 straight time regular payroll hours in the fiscal year. Employees with less the 1800 hours but 520 hours or more shall be entitled to a pro-rated amount based upon 1/12th of the bonus percent for each month the employee worked at least 160 straight time regular payroll hours.

7. Seasonal employees that are recalled from layoff and who work at least 86% of the available work hours in each month shall be entitled to receive 1/12th of the bonus percent for each month.

8. Such cash bonuses shall be paid as soon as possible after the official annual audit is available and all the necessary resulting calculations are made.

C. WORK PERFORMANCE CASH INCENTIVE PAYMENT

1. Effective for the period beginning July 1, 2000, and ending June 30, 2001, the work performances of all bargaining unit members shall be individually evaluated and a rating given for the purpose of determining if the member has performed his or her work duties in a satisfactory manner sufficient to have received a minimum overall rating of *Meets Expectations*, in order to receive a cash bonus payment that is 1% of the employee's base wage, i.e., 2080 hours of pay for the job classification the employee is officially holding on June 30, 2001.

2. In order to be eligible for this cash incentive payment, the employee must have completed at least one year of service at the end of the evaluation period, June 30, 2001. Such cash bonuses shall be scheduled to be paid on the first payday in December, 2001.

3. The cash incentive payment shall not increase the employee's base rate of pay, but will be included in average final compensation for pension purposes.

4. Special Skills Building Training Fund: Half the amount of money that would have been paid out in cash bonus payments to those employees who did not qualify to receive said payments, shall be spent on special training to strengthen the skills and work habits of those employees and other bargaining unit members.

Q. Special Wage Adjustments will be given to the classifications indicated below on the basis of recruitment and retention difficulties or due to increased job duties or qualifications.

1. Vehicle Operator I: 25¢ on 7-1-2000, and 25¢ on 1-1-2001.

2. Vehicle Operator III: 25¢ on 7-1-2000, and 25¢ on 1-1-2001.

3. Line Helper - Driver I: 25¢ on 7-1-2000, and 25¢ on 1-1-2001.

4. Line Helper - Driver II: 25¢ on 7-1-2000, and 30¢ on 1-1-2001.

5. Refuse Collection Packer Operator: 25¢ on 7-1-2000, and 30¢ on 1-1-2001.

6. Construction Equipment Operator: 35¢ on 7-1-2000, and 35¢ on 1-1-2001.

7. Construction Equipment Operator - 50 Ton: 35¢ on 7-1-2000, and 35¢ on 1-1-2001.

8. Airport Police Officer: 70¢ on 7/1/2000.

9. Effective July 1, 2000, the rate of pay for the classification of Sanitation Yard Dispatcher shall be equated to that of the Refuse Collection Packer Operator.

10. Effective July 1, 2000, the rate of pay for the classification of Laner Truck Operations Mechanic shall be equated to that of the Refuse Collection Packer Operator.

E. The pay rates of hourly rated employees shall be rounded up to the nearest whole cent.

Employees whose wages are classified as a yearly salary with minimum and maximum rates more than $20,000 annually, and which rates, as a result of any required change to be made to their wages causes the resulting amounts to fall between even hundred-dollar levels, shall have these rates adjusted to the next higher hundred-dollar level.

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

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

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

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

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

J. All employees hired after July 1, 1992, (when starting salaries were reduced by 20%) will progress from minimum to maximum on the basis of equal steps over a period of three years from the date service begins.

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

L. Members of the bargaining unit hired prior to July 1, 1992, when working as Sanitation Laborers, shall be paid the maximum rate of pay for that class.

43. SAVINGS CLAUSE

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

44. TEAMSTERS PENSION PLAN

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

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

B. Effective upon ratification of the 1998-2001 labor agreement, the City shall make a one-time, lump sum contribution of forty-thousand ($40,000) dollars to the Teamsters Pension Plan.

45. UNEMPLOYMENT COMPENSATION - SUPPLEMENTAL UNEMPLOYMENT BENEFITS

A. Unemployment Compensation

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

B. Supplemental Unemployment Plan

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

Section 1. Application for Supplemental Unemployment Benefits.
No employee shall be eligible for S.U.B. less and until he/she shall have made due application therefor in accordance with the procedure established by the City and shall have met the eligibility requirements of Section 2 of this article. Such an employee shall be considered as an applicant.

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

a) such layoff:
   1) was from the Bargaining Unit;
   2) occurred in a reduction in force;
   3) was not for disciplinary reasons and was not a consequence of (i) any strike, slowdown, work stoppage, picketing (whether by his/her bargaining unit or any other), or concerted action, or any dispute of any kind involving City employees, or (ii) any fault attributable to the applicant, or (iii) any war or hostile act of a foreign power (but not government controls or regulation connected therewith), or (iv) sabotage or insurrection, or (v) any act of God and
   4) was not self elected.

b) with respect to such week, the applicant:

1) had sufficient seniority to be eligible for one week's benefit;
2) has registered at and has reported to an employment office of the Michigan Employment Security Commission as required by the MESC;
3) has received unemployment compensation from MESC not currently under protest;
4) has not refused to accept work when recalled pursuant to the Collective Bargaining Agreement and has not refused an offer by the City of other available work which the applicant has no option to refuse under the Collective Bargaining Agreement;
5) has not failed to report for interview within five (5) working days after notice of recall from the City;
6) has not failed through any fault of his/her own to report for hire at the employing department within five (5) working days after certification;
7) was not eligible for and was not claiming any accident or sickness or other disability benefit (other than a disability benefit which would be payable to the applicant whether he/she was working full time or not or a survivor's allowance under Workers' Compensation laws), whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the City;
8) was not in military service;
9) did not receive any unemployment benefit from, or under any contract plan or arrangement of, any other employer, and he/she was not eligible for such a benefit from, or under any contract, plan or arrangement of, any employer with whom he/she has greater seniority than with the City;
10) must have been on continuous layoff from the City for thirty (30) consecutive calendar days; whereupon he/she will be eligible retroactively for benefits commencing after the second week of lay-off;
11) must not be on layoff from a classification designated as special service, limited term, part-time, provisional, contractual, limited status, or for which the duration of employment is listed as seasonal;
12) must have at least eighteen (18) months total City seniority.

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

Section 3. Powers and Authority of the City:

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

a) to obtain from employees, persons filing applications for benefits, eligible persons and elsewhere such information, as the City shall deem necessary in order to carry out its duties under this article;

b) to investigate the correctness and validity of information furnished by any person who applies for a benefit;
c) to make appropriate determinations pursuant to this article;
d) to require an applicant to exhibit his/her MESC Unemployment Benefit check for the week with respect to which application for S.U.B. is made, or to submit evidence satisfactory to the City of receipt or entitlement to receive a MESC unemployment benefit.

Section 4. Amount of Weekly Supplemental Benefit:
An applicant who meets all the eligibility requirements of this article shall be entitled to a weekly Supplemental Unemployment Benefit in the amount of forty-five ($45) dollars.

Section 5. Duration of Supplemental Benefit:
An eligible applicant shall be entitled to one week of S.U.B. for every month of total City seniority, not to exceed in any case a maximum of twenty-six (26) weeks duration for any continuous layoff.

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

46. SOCIAL SECURITY

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

47. TUITION REFUND

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

B. The maximum amount of the tuition refund shall be as indicated below in accordance with the Tuition Refund Program policies as administered by the Human Resources Department:

1. An eligible employee will be entitled to receive a maximum on $850 per fiscal year to be applied towards tuition in seeking a graduate degree from an accredited university.

2. An eligible employee will be entitled to receive a maximum of $700 per fiscal year to be applied toward tuition in seeking an undergraduate degree from an accredited university.

3. An eligible employee will be entitled to receive a maximum of $600 per fiscal year to be applied towards payment in participation in employee development programs.

C. The above amounts cannot be pyramided to permit any employee to receive more than a total amount of $850 in any fiscal year.

48. COMMERCIAL DRIVER'S LICENSE

For employees who are required by the City (as outlined in their job specification) to have a Commercial Driver's License (CDL), the City will pay fifty percent (50%) of the renewal fee for their CDL and 100% of the cost of any required endorsements. Refund payments will not include any other fees or expenses associated with renewing a CDL. To be eligible for this reimbursement, employees must follow the procedures established by their department. This reimbursement is only for CDL renewals obtained after June 30, 1996.

49. EMPLOYEE ASSISTANCE PROGRAM

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

50. MODIFICATION AND TERMINATION

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

This contract shall continue in full force and effect until 11:59 p.m., June 30, 2001. If either party desires to modify this contract, it shall give written notice during the month of February, 2001. Negotiations for a new contract shall commence thirty (30) calendar days after that date.

In the event that the City and the Union fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 2001, this Agreement will remain in effect on a day to day basis. Either party may terminate the agreement by giving the other party a ten (10) calendar day written notice on or after June 20, 2001.

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

Dated This 27th Day of March, 2001.

TEAMSTERS, STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214

Joseph Valenti, President

Joseph M. Valenti
Business Manager

Robert Bittner
Chief Steward

Alexander Germany
Chief Steward

Harry Larsosa
Chief Steward

Fred Thomas
Chief Steward

Floyd Ware
Chief Steward

CITY OF DETROIT

Dennis W. Archer, Mayor

Roger N. Cheek
Labor Relations Director

Gary K. Dent, Group Executive &
Human Resources Director

J. Edward Hannan, Director
Finance Department

Phyllis A. James, Corporation Counsel
Law Department

APPROVED AND CONFIRMED BY
THE CITY COUNCIL APR 25 2001
DATE

JACKIE L. CURRIE
CITY CLERK

SCHEDULE A
(Craft Classifications)

CLASSIFICATIONS COVERED BY THIS AGREEMENT:

	CLASSIFICATION	CLASS NUMBER
1.	City-Wide, EXCEPT Library, Recorder's Court Traffic & Ordinance Division, and Human Resources Department	
	Truck Driver*	72-15-21
	Vehicle Operator I	72-15-23
	Vehicle Operator II*	72-15-25
	Vehicle Operator III	72-15-29
	Construction Equipment Operator	72-15-35
	Construction Equipment Operator - 50 Ton Crane	72-15-38
2.	Public Lighting Department, ONLY	
	Line Helper - Driver I	73-23-13
	Line Helper - Driver II	73-23-21
3.	Department of Public Works	
	Assistant Equipment Dispatcher - Field Construction	01-51-31
	Assistant Equipment Dispatcher - Asphalt Plant	01-51-32
	Equipment Dispatcher	01-51-41
	Assistant Sanitation Yard Dispatcher	72-18-21
	Sanitation Yard Dispatcher	72-18-31
	Refuse Collection Packer Operator	61-81-11
4.	Zoological Institute	
	Zoological Railroad Train Operator	72-20-40

*Classifications of Truck Driver and Vehicle Operator II have been made inactive during the term of this Agreement.

SCHEDULE B
(Non-Craft Classifications)

CLASSIFICATIONS COVERED BY THIS AGREEMENT:

CLASSIFICATION & DEPARTMENT	CLASSIFICATION NUMBER
AIRPORT DEPARTMENT	
Senior Airport Service Worker	54-40-26
Airport Service Worker	54-40-21
Building Attendant	63-10-13
Laborer A	61-91-07
Building Cleaner - Interim	63-10-11
Typist	01-31-21
Senior Typist	01-31-31
Senior Bookkeeper	04-30-41
Service Guard - Airport	63-20-18
Service Guard - General	63-20-16
Senior Service Guard - General	63-20-19
Airport Police Officer	63-20-11
HEALTH DEPARTMENT (ANIMAL CONTROL UNIT)	
Animal Control Officer	33-90-21
CONSUMER AFFAIRS DEPARTMENT	
Weights & Measures Inspector	33-70-21
DEPARTMENT OF PUBLIC WORKS (SIGN SHOP)	
Laborer A	61-91-07
Laner Truck Operations Mechanic	71-21-33
Mechanical Helper - General	71-20-11
Mechanical Helper - Operations	71-20-12
Project Traffic Adjuster	09-90-38
Property Guard	63-10-17
Repair Mechanic	71-20-30
Traffic Investigator	09-91-33
Traffic Sign Mechanic	71-21-31
Traffic Sign Worker	71-21-27
MUNICIPAL PARKING DEPARTMENT	
Parking Enforcement Officer	33-92-20
Parking Meter Repair Worker	71-23-31
Senior Parking Meter Collections Assistant	04-73-33
PUBLIC LIGHTING DEPARTMENT	
Service Guard - Public Utility	63-20-17
RECREATION DEPARTMENT	
Senior Garage Attendant	63-10-24

SCHEDULE C

GUIDELINES RE: EQUIPMENT OPERATION
(Supersedes all previous versions)

EXPLANATORY NOTES

1. The examples of vehicle and equipment typically operated listed on the attached pages are examples of work usually performed by members of the classes indicated. This listing is not intended to be a complete listing of all duties regularly performed by class members and should be read in conjunction with the class specifications for those classes.

2. Positions are allocated to the listed classes whenever vehicular and equipment operations is the preponderant duty of the position and in accordance with the relative skill level of the duties performed. Operation of the listed vehicles or equipment can be performed by employees in other classifications where such driving or equipment operation is an incidental or secondary function to other duties. Examples: Building Tradesmen, Building Trades Helpers, Water Systems Repairmen, Water Systems Mechanics, Park Maintenance Men, Concrete Finishers, Housing Project Servicemen and others transporting themselves, other employees, tools and materials between job sites; Park Utility Men transporting personnel, materials and tools between job sites or operating towed gang mowers; Tree Artisans who alternate assignments with other Tree Artisans; and other proper situations.

3. As stated above, these Guidelines are not intended to be complete listings of all duties regularly performed by class members. Any driver or operator may have additional duties assigned within his class level including participating in the loading and unloading of equipment, operating auxiliary equipment, and/or performing other tasks where such assignments do not conflict with the class concept.

4. This listing is descriptive of agreed allocations and is not intended to "freeze" allocations nor to prejudge new assignments as to proper allocation. The Classification/Compensation Division will on proper request, review any new piece of equipment and determine the proper class allocation. Such request should preferably be made before an operator is assigned.

5. The "Remarks" accompanying the lists of examples of vehicles or equipment typically operated by class members for each indicated class are not intended to replace the official specifications but are included to assist users in interpreting these Guidelines. Final interpretation of proper allocation will be made by the Classification/Compensation Division of the Human Resources Department.

ANY QUESTIONS RELATING TO THESE GUIDELINES SHOULD BE REFERRED TO YOUR HUMAN RESOURCES OFFICER OR THE CLASSIFICATION/COMPENSATION DIVISION OF THE HUMAN RESOURCES DEPARTMENT CONSULTANT.

GUIDELINES REGARDING EQUIPMENT OPERATION

VEHICLE OPERATOR I (72-15-23)

Examples of vehicles or equipment typically operated by class numbers	*REMARKS*
PICK-UP TRUCK PANEL TRUCK VANNETTE VAN TOW TRUCK (towing only, no service calls) TANK TRUCK FUEL SERVICE TRUCK (Water Department) JEEP with attachments (winch, rotary broom, snow plow, etc.) STAKE TRUCK STAKE-DUMP TRUCK DUMP TRUCK (any size, any purpose except 14 yd. dump at Street Maintenance, DPW) FISHTAIL TRUCK SEMI-TRUCK TRAILER RIG (trailer 30 ft. or less) RUBBISH PACKER (Any size) CONTAINER COLLECTION TRUCKER (Dempster Dumpster or equivalent types used for collection of garbage or rubbish containers) EMULSION DISTRIBUTOR TRUCK (two-man operation) SPECIAL PARKS AND RECREATION VEHICLES (Playmobile, Swimmobile, Bandwagon Trailer, Carrousel Trailer, Puppet Theater Trailer, etc.)	The class of Vehicle Operator I encompasses those positions where the following types of driving or equipment operation assignments are the preponderant duties: 1. Driving Vehicles to transport materials, supplies, equipment, tools and/or workers. 2. Operating special mounted or towed equipment requiring some additional skills in addition to driving the associated truck type vehicle. 3. Operating special purpose vehicles requiring some special skills.
FARM TRACTOR with implements such as harrows, plows, gang mowers, cultivators, fertilizer spreaders, stone collectors, paper collectors, terracing blades, sickle bar mowers, rollers, floats, trailer, spray rigs, post hole augers, brooms, snow plows, bucket loader (up to and including 1-1/4 yd. capacity), etc. FRONT-END LOADER equipped with general purpose of 4-in-1 bucket (up to and including 1-1/4 yd. capacity) or leaf bucket (up to 3 yd. capacity) used on park maintenance work, street debris clean-up, salt or material loading, snow removal, etc.	Vehicle Operators may also be required to perform a variety of other tasks incidental to vehicle operation including minor maintenance and servicing of vehicles, changing detachable units on vehicles, and assisting crew to which vehicle is assigned.

GUIDELINES REGARDING EQUIPMENT OPERATION - VEHICLE OPERATOR I (72-15-23) - CONTINUED

Examples of vehicles or equipment typically operated by class members	*REMARKS*
LEAF COLLECTOR MACHINE CHIPPER MACHINE TREE STUMPER SPADE TREE DIGGER ASPHALT ROLLER (3-1/2 ton or less) MINIATURE RAILROAD at Detroit Zoo "BOMBARDIER SWEEPSTER" used for snow removal "TRACKMOBILE" used for switching railroad cars COMPRESSOR TRUCK where driver is responsible for operation and maintenance of mounted compressor. TAR KETTLE (truck-towed 4-wheel trailer) where driver is responsible for operation and maintenance of equipment. EDUCATOR TRUCK (Except Water Department) PAYETTE TRAILER at PLD REFUSE COMPACTOR TRAILER (8 cubic yd. towed refuse compactor) "ZAMBONI" ICE-CLEANING MACHINE (self-propelled) TRANSIT MIX TRUCK "VACTOR" TRUCK Used for park and freeway clean-up BOOM TRUCK with mounted crane used for hauling transformers, pipe and other heavy objects. STREET FLUSHER PLATE TRUCK SKID LOADER (Recreation Department)	Vehicles in this group, except tow trucks, shall not be used to tow or push another self-propelled vehicle on streets. Any of the vehicles listed under this class equipped with snow plow, salt spreader, hydraulic lift gate, power take-off, auxiliary transmission, etc. shall NOT change the class of the operator. Any of these except the semi-truck trailer without equipment or trailer without change of class. Employees must be willing to undergo training (when available) and be assigned to operate any and all equipment allocated to the Vehicle Operator I level.

GUIDELINES REGARDING EQUIPMENT OPERATION

VEHICLE OPERATOR III (72-15-29)

Examples of vehicles or equipment typically operated by class members

SEMI-TRUCK TRAILER RIG (trailer greater than 30 ft.)
TRUCK TRAILER RIG (14 yd. truck, 26 yd. trailer) used for ash and demolition debris hauling, also 14 yd. Truck only.
TRUCK TRAILER RIG (11 axle "Mack Train) used for coal and ash hauling
FRONT-END LOADER equipped with general purpose or 4-in-1 bucket (greater than 3 yd. capacity) used on park maintenance work, street debris clean-up, slat or material loading, snow removal, etc.
FARM TRACTOR equipped with bucket loader (greater than 1-1/4 yd. capacity).
ASPHALT ROLLER (greater than 3-1/2 tons) used on park maintenance work.
Carrier-mounted MOBILE CRANE: driving carrier and assisting in setting-up and maintaining equipment.
Diesel-powered TRACTOR used in improving ball diamonds and other comparable work assignments.
STREET SWEEPERS used for cleaning streets and park areas.
BULLDOZERS used to stockpile and move coal, waste materials, salt and other materials.
SEMI-TRUCK TRAILER RIG with Low-Boy equipment carrier
DUMP TRUCK with hydraulically-operated CLAM SHELL BUCKET
GASOLINE TANK TRUCK
SEMI-TRUCK TRAILER RIG with additional 4 wheel trailer - "Double Bottom"
FAYETTE TRAILER at PLD - when loaded with Construction Equipment (trencher, front end loader, clam, compressor), etc.
FLOW-BOY SEMI-TRAILER
LOG LOADER TRUCK where driver operates crane.
SEMI-TRUCK TRAILER with low-boy trailer used for transporting D.O.T. trolleys

REMARKS

The Class of Vehicle Operator III encompasses assignments which are generally more demanding or require higher skill levels than other vehicle Operator grades (See Remarks under vehicle Operator I). Employees must be willing to undergo training (when available) and be assigned to operate any and all equipment allocated to the Vehicle Operator III level.

Examples of vehicles or equipment typically operated by class members

REMARKS

VACTOR - JET RODDER used in cleaning catch basins and lateral sewers (except Water Department)
VAC-ALL VACUUM SWEEPER equipped with sniper brooms used in street cleaning operations on public streets.
"DEAD ANIMAL" Vehicle (Solid Waste Division - DPW)
MOBILE CRANE used in Vehicle Maintenance Division, DPW
DUMP TRUCK with attached under - chassis grader type blade for plowing snow from runways and access roads, (Airport Department)
MOBILE SNOW BLOWER (2 engine diesel with detachable blower and bloom) used at City Airport.
EMULSION DISTRIBUTOR TRUCK (one-man operation)
BROYHILL (Recreation Department)

GUIDELINES REGARDING EQUIPMENT OPERATION

CONSTRUCTION EQUIPMENT OPERATOR (72-15-35)

Examples of vehicles or equipment typically operated by class members	*REMARKS*
PATROL GRADER TRENCHER any size or type CONVEYOR LOADER (rubber mounted, self propelled) BULLDOZERS and FRONT-END LOADERS used for backfilling trenches, grading and leveling field sites, collecting spoils from field sites, etc. (Yard operations fall into the appropriate Vehicle Operator class) Cable-operated BACKHOE (crawler-mounted or on truck type carrier) "Gradall M 2460" BACKHOE Cable-operated SHOVEL (crawler-mounted) CRANE (25' boom and up) with clamshell, dragline, block and tackle, or piledrivers FRONT-END LOADER with 4-in-1 bucket when used on spot demolition work HEATER PLANER	The class of Construction Equipment Operator encompasses those positions where the operation of construction vehicles and equipment is the preponderant duty. Construction Equipment Operators may be required to perform a variety of other tasks incidental to equipment operation including minor maintenance and servicing of vehicles and equipment, changing detachable units on equipment, and assisting crew to which vehicle or equipment is assigned. During inclement weather, may also be assigned to related maintenance tasks.
ASPHALT ROLLER (5 ton or greater) used in conjunction with spreading and compacting asphalt mixtures Tractor or Front-end loader mounted HYDRAULIC PULLSHOVEL (1/3 yd. capacity or more) ARTICULATED LOG LOADER LOG CHIPPER - "Chip Harvestor" CONCRETE-MOBILE FRONT-END LOADER used for piling and loading material in brush burners SALT CONVEYOR SYSTEM assembly and operation (Street Maintenance, DPW)	This class is used for field operations. Yard operations using a bulldozer or loader, or simple loading operations do not meet the standards of this class. Employees must be willing to undergo training (when available) and be assigned to operate any and all equipment allocated to the Construction Equipment Operator class.

GUIDELINES REGARDING EQUIPMENT OPERATION

CONSTRUCTION EQUIPMENT OPERATOR - 50 TON CRANE (72-15-38)

Examples of vehicles or equipment typically operated by class members	REMARKS
FIFTY (50) TON CRANE MENZE MUCK EXCAVATOR	The class of Construction Equipment ASPHALT PAVER Operator - 50 Ton Crane encompasses EXCAVATOR those positions where the operation of the equipment listed in this section is the preponderant duty. Construction Equipment Operators-50 Ton Crane may be required to perform a variety of other tasks incidental to equipment operation including minor maintenance and servicing of vehicles or equipment, changing detachable units on equipment, and assisting crew to which vehicle or equipment is assigned. During inclement weather, may also be assigned to related maintenance tasks. Employees must be willing to undergo training (when available) and be assigned to operate any and all equipment allocated to the Construction Equipment Operator - 50 Ton Crane class.

GUIDELINES REGARDING EQUIPMENT OPERATION

LINE HELPER - DRIVER I (73-23-13)
LINE HELPER - DRIVER II (73-23-21)

Examples of vehicles or equipment typically operated by class members	*REMARKS*
LINE HELPER-DRIVER I (73-23-13)	
LINE CREW TRUCK LINE CREW SEMI-TRUCK TRAILER PLATFORM TOWER TRUCK CABLE CREW TRUCK CABLE SPLICER'S TRUCK CABLE CREW TRUCK The Line Helper-Driver is expected to perform those duties of the Line Helper normally associated with the crew of the vehicle.	In addition to operating vehicles and equipment listed, employees in this class assist line or cable crews in the construction and maintenance of overhead lines and cables by performing such tasks as pulling cable, unloading and moving cable and other materials and handling and hoisting tools to tradesmen, heating lead and other compounds, removing cable sheathing and insulation and cleaning up work areas. Such employees are also responsible for seeing that vehicles are in proper operating condition and are adequately supplied.
LINE HELPER - DRIVER II (73-23-21)	
POLE CARRIER TRUCK - TRAILER RIG POLE SETTING TRUCK POLE HOLE DIGGER TRUCK VACTOR-JET-RODDER where assignments include cable pulling tasks as well as catch basin and lateral sewer cleaning. This class recognizes those duties associated with setting poles, removing poles and/or the digging operations necessary to do so.	In addition to operating vehicles and equipment listed, employees in this class assist line crews in the construction and maintenance of overhead lines and cables.

GUIDELINES REGARDING EQUIPMENT OPERATIONS

REFUSE COLLECTION PACKER OPERATOR (61-81-11)

Examples of vehicles or equipment typically operated by class members	*REMARKS*
REFUSE PACKERS designed for one man operation	See class specification for duties associated with one-man packers.
<u>Alternate Assignments (Solid Waste Division, DPW ONLY)</u>	
STREET SWEEPERS LOG LOADER TRUCK VAC-ALL VACUUM SWEEPER GASOLINE TANK TRUCK BULLDOZER and FRONT-END LOADERS for stockpiling or loading materials.	Alternate assignments for RCPO's include those assignments in the Solid Waste Division typically performed by VOIII's. Employees must be willing to undergo training (when available) and be assigned to operate any and all series one-man packer vehicles and and alternate assignment vehicles.

SCHEDULE D

DETROIT HUMAN RESOURCES DEPARTMENT
GUIDELINES FOR TRAINING EQUIPMENT OPERATORS

Each department having employees in the Equipment Operator classes covered by the labor contract with the Teamsters, Local 214, will observe the following guidelines for the training of operators:

1. The senior employee who is, in accordance with the labor agreement, most eligible for training and promotion to the next higher level position for which an opening is anticipated, may be assigned for initial training for a period not exceeding the number of days specified as follows:

Vehicle Operator I	15
Vehicle Operator II	20
Vehicle Operator III	25
Construction Equipment Operator	100
Line Helper-Driver I	25
Line Helper-Driver II	15
Refuse Collection Packer Operator	20

   If the employee is being trained for a position more than one level above his/her present position, the maximum period of training will be increased accordingly.

2. Training assignments during this period shall consist of observing and working with an experienced and qualified operator, receiving instruction from another person who is qualified to give instructions on the particular type of equipment involved, and practice operation. The practice operation will include both manipulation of the controls and the moving, or processing of material under typical working conditions for the type of equipment involved. During the practice period, the trainee will be closely supervised and given additional instruction as needed. Instruction on equipment operations may be given by any of the following: experienced operators, supervisors, safety officers, instructors or other persons, provided that they are qualified to instruct and have been authorized and assigned to do so. In each department or major division, a management representative should be designated as the coordinator for the training program.

3. All trainees shall receive adequate instruction in safe operation of equipment. A minimum of one day of group instruction on safety and proper care of equipment is recommended as part of the training for each level of operating positions. Additional classroom training for review purpose or when new. equipment is introduced is also recommended. The Training Division of the Human Resources Department will help departmental supervisors plan and arrange instruction as needed. No operator will suffer any loss of pay or benefits as a result of attending the training sessions.

4. The actual number of days of training on any one type of equipment or for any given class of operator position will depend on the prior training and experience and skill of the employee. The minimum period of training on-the-job on any equipment with the trainee working with and under the direct supervision of a qualified operator will be one full working day if the trainee has had no prior training or experience on the same kind of equipment, although a somewhat longer period is generally recommended. The "trainee" may and should be recommended for an advisory qualifying examination as soon as the supervisor believes he/she is able to operate the equipment and perform the duties of the higher class in a safe and efficient manner.

5. Whenever feasible, the trainee will be trained to operate every type of equipment that he/she may be reasonably expected to operate after promotion to the higher class.

6. During training employees shall be paid their present rate. In case it is not possible or reasonable due to the nature of the work schedule or personnel shortage to provide training on all or a sufficient number of types of equipment included in a given class of operator position at the employee's work location to qualify for permanent promotion, the trainee will be promoted on an out-of -class basis and paid the rate of the higher classification pending completion of training, if he/she is assigned without supervision to a regular operating assignment normally performed by an employee in the higher level class.

7. If after being promoted on an out-of-class basis or during the trial period following permanent promotion, an employee is unable to perform in a satisfactory manner and needs additional training, he/she may be returned to his/her former status for the period of additional training or to his/her former assignment until it is feasible to complete training. However, if the employee is assigned to operate the higher level equipment without supervision, he/she shall be paid at the rate for the higher classification.

8. When new equipment is introduced and if training in its operation is provided by the manufacturer, a reasonable effort will be made to have the training given directly to the employee or employees who will be operating the equipment. Permanent assignment of employees to new equipment is subject to the provisions of Article 19, Changes in Duties, Equipment and Work Assignments.

9. When the employee is initially placed in training for an equipment operator title, the Department shall notify the Union and Recruitment and Selection Division of the Human Resources Department in writing stating the title of the class, kinds of equipment on which the employee will be training and the starting date of training. Upon the completion of training, the Department will notify the Recruitment and Selection Division of the nature of training received by the employee and request that the employee be given an advisory qualifying examination (non-written) for the promotional class for which he/she received training. The Department and Teamsters Local #214 will be notified of the results of the qualifying examination.

10. If promotional opportunities are not presently available in his/her current department, the pre-qualified employee may have his/her name placed on the transfer-promotion list for possible transfer-promotion to another City department as provided in Article 14-A, Mobility.

11. The Department will notify the Union of all employees currently undergoing training. Area stewards shall be given reasonable opportunity to monitor training.

SCHEDULE E

Driving Eligibility Standards and Guidelines
For Departmental Actions Applicable to
Members of the Teamsters Local #214

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

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

All members of the bargaining unit shall be subject to the driver qualification standards established by Federal, State and Local laws.

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

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

   a) The employee should report such temporary loss of the right to drive immediately to his/her supervisor. The employee will then be placed on unpaid departmental leave without pay until he/she presents evidence of the restoration of the license not to exceed 30 calendar days. If the employee does not return with a restored license within the 30 day period, action should be taken to remove the employee from his/her current position.

   b) An employee who does not report loss of his/her right to drive, and continues to drive on City business with the suspended license, shall receive a ten (10) calendar day suspension. If, after the suspension period, the employee returns with a restored license, he/she shall be returned to work; if not, the employee will be placed on unpaid departmental leave and given an additional twenty (20) calendar days in which to secure his/her restored license. Failure to do so shall result in action to remove the employee from his/her current position. A second occurrence of having driven with a suspended license within a 24 month period will be cause for discharge.

2. Employees who have become ineligible to drive on City business because of traffic violation points or combination of points and chargeable accidents in excess of those allowed under the City's Driving eligibility Standards:

   a) Action should be taken to remove such employees from their current positions. However, if requested by the employee, he/she may be placed on unpaid departmental leave for a period not to exceed 30 calendar days. If during this period, the employee is successful in amending his/her driving record so that he/she is eligible to drive, he/she shall be returned to work.

   b) An employee with five (5) or more years of City service shall have the additional option of requesting to be placed on unpaid leave of absence for a period of time off work not to exceed a total period of time off work of 120 calendar days. If during this period the employee becomes eligible to drive, he/she shall be returned to work.

3. Employees whose license to drive has been suspended or revoked by the State of Michigan for excess traffic violation points or major traffic violation:

   a) If the employee reports this taking away of his right to drive by the State, he/she shall be removed from his/her current position. However, if requested by the employee, he/she may be placed on unpaid departmental leave not to exceed 30 calendar days to allow the employee the opportunity to pursue administrative or legal action to have his/her right to drive returned. If the employee returns with a restored license and is eligible under the City's Eligibility Standards, he/she will be returned to work.

   b) An employee who does not report the taking away of his right to drive by the State, and continues to drive on City business, shall be discharged for cause.

4. Employees involved in accidents while on City business

   a) Employees are required to fill out all accident reports damage reports in accordance with departmental rules Policies. Failure to do so will result in disciplinary action.

   b) The Accident Review Board will review all accident reports submitted to it and determine whether the accident is "chargeable" (i.e. that the driver did not act properly to prevent or avoid the accident) or "non-chargeable." Accidents in which mechanical defect has been shown to be a contributing cause shall not be chargeable to the driver except in those case where the driver operated the vehicle in a reckless or wanton manner.

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

The parties agree that no disciplinary action will be taken against any operator and/or driver involved in a minor accident until such time as the Accident Review Board renders its decision.

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

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

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

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

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

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

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

In addition, the department may temporarily assign the employee to non-driving duties pending final appeal if the Board's initial determination is that the accident is chargeable and such determination if upheld will result in removal of the employee from his/her position.

d) Not withstanding the above provisions concerning removal or discipline of employees after three or more chargeable accidents, an employee may be disciplined or discharged for cause after a single accident where the employee deliberately caused the accident, or was under the influence of alcohol or controlled substance, or deliberately operated the vehicle in a reckless or wanton manner, which exhibited a degree of negligence which went beyond momentary inattention, poor judgment or simple negligence.

   NOTE: In all instances where the employee operated a vehicle on City business while under the influence of alcohol or controlled substance, or in a reckless or wanton manner, he/she shall be subject to discharge whether or not an accident was involved in

accordance with the just cause provisions of the Master Agreement. Where such charges are based upon a violation issued by a law enforcement officer, the department may remove the employee from his/her driving position pending court or administrative action.

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

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

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

a) Transfer or demotion to an available non-driving position for which the employee is qualified provided the rights of other persons are not affected.

b) Resignation submitted by the employee; or

c) Notice of discharge issued to the employee citing failure to maintain eligibility to operate a City vehicle resulting in unavailability to perform the duties of the classification.

SCHEDULE F

LONG TERM DISABILITY INSURANCE
(INCOME PROTECTION PLAN)

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

I. PROVISIONS RELATING TO ELIGIBILITY

A. Employees Eligible

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

B. Effective Date

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

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

C. Applying for Benefits

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

II. DETERMINING THE AMOUNT OF THE DISABILITY BENEFIT

A. Monthly Accident-Sickness Benefit

The benefit shall be $200.00 per month unless:

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

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

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

(a) Take-home pay is defined as gross pay per month from the City less Social Security deductions, and less Federal, State and City income tax withholding.

(b) Gross pay per month is an employee's annual rate of pay from the City as of the date of disability, divided by twelve (12).

(c) Social Security deductions - shall be one-twelfth (1/12) of the maximum annual Social Security tax payable by an employee based on the employee's annual rate of pay as determined in (b) above.

(d) Federal, State and City withholding - these amounts are determined as the normal amount of withholding applicable to an individuals gross pay per month for the actual number of dependents an employee has as of the date of disability. Dependents include all members of the immediate family who are deductible for income tax purposes.

B. Waiting Period Before Benefits Are Payable

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

C. Maximum Period of Benefits

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

D. Conditions For Payment

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

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

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

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

E. Rehabilitative Employment Benefits

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

F. Partial Month Benefits

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

G. Definitions

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

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

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

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

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

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

H. Pre-Existing Conditions

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

I. Waiver of Premiums

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

J. Choice of Physician and Surgeon

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

III. MINIMUM BENEFIT PERIOD FOR SPECIFIC ACCIDENTS

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

<u>Dismemberment and Loss of Sight</u>

When injury results in any of the following losses within one hundred days after the date of the accident, the City will pay the applicable Monthly Accident Benefit for the period the Employee is totally disabled and entitled to payment, but in no event will such payments be

made after the date of such loss for less than the number of months set opposite the loss. In any event the waiting period must be satisfied. If death occurs before the waiting period is satisfied, no payment will be made.

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

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

IV. LIMITATIONS AND EXCLUSIONS

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

(a) Prior to the satisfaction of the Waiting Period.

(b) Resulting from suicide or any attempt thereat while sane, or self-destruction or any attempt thereat while insane,

(c) Resulting from declared or undeclared war or any act thereof, or from participating in a riot, or as the result of the commission of a felony by the Employee.

(d) Resulting from service in the Armed Forces of any country,

(e) Resulting from injury sustained in consequence of riding as a passenger or otherwise in any vehicle or device used for aerial navigation.

(f) Resulting from pregnancy, child birth, or miscarriage.

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

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

VI. TERMINATION OF INDIVIDUAL INSURANCE

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

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

(b) If insurance is provided on contributory basis and the Employee fails to make the required contribution, then such insurance shall automatically terminate at the end of the period for which contribution has been made.

(c) The date the Employee leaves, due to leave of absence or voluntary layoff as defined by the City, or is dismissed from employment in a class eligible for insurance hereunder, except that absence from work due to involuntary layoff, as defined by the City, shall not be considered as termination of employment for a period of thirty (30) days next following the commencement of such involuntary layoff.

(d) The date the Employee becomes eligible to receive a Service Retirement Allowance. A Service Retirement Allowance is that amount consisting of the total of a pension and an annuity (if any) paid to an Employee who withdraws from the City employ as a Service Retirant pursuant to the provisions of Title IX, Chapter VI of the City of Detroit Charter.

(e) For non-payment of premiums by the City on behalf of an Employee in which event such insurance shall automatically terminate at the end of the period for which premium has been paid.

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

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

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

SCHEDULE G
NON-CRAFT UNIT

Class Code	Classification	7/1/98	7/1/99	7/1/00	1/1/01
63-20-11	Airport Police Officer	$21,900($27,400)-$32,600	$22,600($28,300)-$33,600	$24,800($30,700)-$36,100	$24,800($30,700)-$36,100
54-40-21	Airport Service Worker	$10.35($12.73)-$13.26	$10.67($13.13)-$13.66	$10.99($13.52)-$14.07	$10.99($13.52)-$14.07
33-90-21	Animal Control Officer	$10.82($13.17)-$13.45	$11.15($13.57)-$13.86	$11.49($13.98)-$14.28	$11.49($13.98)-$14.28
63-10-13	Building Attendant A	$15,473($19,340)-$24,700	$15,938($19,921)-$25,500	$16,417($20,600)-$26,300	$16,417($20,600)-$26,300
61-91-07	Laborer A	$8.79($10.98)-$12.03	$9.06($11.31)-$12.40	$9.34($11.65)-$12.78	$9.34($11.65)-$12.78
71-21-33	Laner Truck Oper. Mechanic	$10.84($13.55)-$13.55	$11.17($13.96)-$13.96	$11.75($14.60)-$14.97	$12.05(14.90)-$15.27
71-20-11	Mechanical Helper - General	$9.00($11.24)-$12.35	$9.27($11.58)-$12.73	$9.55($11.93)-$13.12	$9.55($11.93)-$13.12
71-20-12	Mechanical Helper - Operations	$9.00($11.24)-$12.35	$9.27($11.58)-$12.73	$9.55($11.93)-$13.12	$9.55($11.93)-$13.12
33-92-20	Parking Enforcement Officer	$19,439($23,100)-$27,500	$20,100($23,800)-$28,400	$20,800($24,600)-$29,300	$20,800($24,600)-$29,300
71-23-31	Parking Meter Repair Worker	$10.86($13.45)-$13.45	$11.19($13.86)-$13.86	$11.53($14.28)-$14.28	$11.53($14.28)-$14.28
09-90-38	Project Traffic Adjuster	$24,400($30,500)-$31,700	$25,200($31,500)-$32,700	$26,000($32,500)-$33,700	$26,000($32,500)-$33,700
63-10-17	Property Guard	$17,998($22,500)-$25,100	$18,538($23,200)-$25,900	$19,095($23,900)-$26,700	$19,095($23,900)-$26,700
71-20-30	Repair Mechanic	$9.26($11.57)-$12.76	$9.54($11.92)-$13.15	$9.83($12.28)-$13.55	$9.83($12.28)-$13.55
54-40-26	Senior Airport Service Worker	$10.52($12.93)-$13.56	$10.84($13.32)-$13.97	$11.17($13.72)-$14.39	$11.17($13.72)-$14.39
04-30-41	Senior Bookkeeper	$19,795($24,800)-$28,500	$20,400($25,600)-$29,400	$21,100($26,400)-$30,300	$21,100($26,400)-$30,300
63-10-24	Senior Garage Attendant	$21,700($27,100)-$27,300	$22,400($28,000)-$28,200	$23,100($28,900)-$29,100	$23,100($28,900)-$29,100
04-73-33	Sr. Parking Meter Collections Ast.	$10.27($12.83)-$12.90	$10.58($13.22)-$13.29	$10.90($13.62)-$13.69	$10.90($13.62)-$13.69
63-20-19	Senior Service Guard - General	$20,400($25,400)-$27,800	$21,100($26,200)-$28,700	$21,800($27,000)-$29,600	$21,800($27,000)-$29,600
01-31-31	Senior Typist	$18,987($23,800)-$26,800	$19,557($24,600)-$27,700	$20,200($25,400)-$28,600	$20,200($25,400)-$28,600
63-20-16	Service Guard - General	$9.24($11.55)-$12.62	$9.52($11.90)-$13.00	$9.81($12.26)-$13.39	$9.81($12.26)-$13.39
63-20-17	Service Guard - Public Utility	$9.50($11.81)-$12.89	$9.79(12.17)-$13.28	$10.09($12.54)-$13.68	$10.09($12.54)-$13.68
09-91-33	Traffic Investigator	$23,600($29,500)-$30,000	$24,400($30,400)-$30,900	$25,200($31,400)-$31,900	$25,200($31,400)-$31,900
71-21-31	Traffic Sign Mechanic	$10.60($13.24)-$13.24	$10.92($13.64)-$13.64	$11.25($14.05)-$14.05	$11.25($14.05)-$14.05
71-21-21	Traffic Sign Worker	$9.09($12.30)-$12.50	$9.37($12.67)-$12.88	$9.66($13.05)-$13.27	$9.66($13.05)-$13.27
01-31-21	Typist	$15,550($19,438)-$24,800	$16,017($20,100)-$25,600	$16,498($20,800)-$26,400	$16,498($20,800)-$26,400
33-70-21	Weights and Measures Inspector	$21,800($27,200)-$28,600	$22,500($28,100)-$29,500	$23,200($29,000)-$30,400	$23,200($29,000)-$30,400

Note: For employees hired prior to July 1, 1992, the minimum wage rate found in parentheses shall apply.

SCHEDULE G
CRAFT UNIT

Class Code	Classification	7/1/98	7/1/99	7/1/00	1/1/01
01-51-32	Asst. Equip. Dispatcher - APO	$10.61($13.26)-$13.26	$10.93($13.66)-$13.66	$11.26($14.07)-$14.07	$11.26($14.07)-$14.07
01-51-31	Asst. Epuip. Dispatcher - FCO	$10.61($13.26)-$13.26	$10.93($13.66)-$13.66	$11.26($14.07)-$14.07	$11.26($14.07)-$14.07
72-18-21	Asst. Sanitation Yard Dispatcher	$10.27($12.83)-$12.83	$10.58($13.22)-$13.22	$10.90($13.62)-$13.62	$10.90($13.62)-$13.62
72-15-35	Construction Equipment Operator	$11.96($14.95)-$15.28	$12.32($15.40)-$15.74	$13.04($16.22)-$16.57	$13.39($16.57)-$16.92
72-15-38	Constr. Equip. Oper.-50 T Crane*	$13.92($17.19)-$17.19	$14.34($17.71)-$17.71	$15.12($18.60)-$18.60	$15.47($18.95)-$18.95
01-51-41	Equipment Dispatcher	$12.06($15.05)-$15.28	$12.43($15.51)-$15.74	$12.81($15.98)-$16.22	$12.81($15.98)-$16.22
73-23-13	Line Helper - Driver I	$10.35($12.93)-$13.26	$10.67($13.32)-$13.66	$11.24($13.97)-$14.32	$11.49($14.22)-$14.57
73-23-21	Line Helper - Driver II	$10.90($13.63)-$13.63	$11.23($14.04)-$14.04	$11.82($14.72)-$14.72	$12.12($15.02)-$15.02
61-81-11	Refuse Collection Packer Oper.	$10.83($13.52)-$13.87	$11.16($13.93)-$14.29	$11.75($14.60)-$14.97	$12.05($14.90)-$15.27
72-18-31	Sanitation Yard Dispatcher	$10.61($13.26)-$13.26	$10.93($13.66)-$13.66	$11.75($14.60)-$14.97	$12.05($14.90)-$15.27
72-15-23	Vehicle Operator I	$9.90($11.89)-$12.70	$10.20($12.25)-$13.09	$10.76($12.87)-$13.74	$11.01($13.12)-$13.99
55-19-24	Vehicle Operator I - Pub. Hsng	$9.90($11.89)-$12.70	$10.20($12.25)-$13.09	$10.76($12.87)-$13.74	$11.01($13.12)-$13.99
72-15-25	Vehicle Operator II	$10.33($12.91)-$12.91	$10.64($13.30)-$13.30	$11.21($13.95)-$13.95	$11.46($14.20)-$14.20
72-15-29	Vehicle Operator III	$10.35($12.93)-$13.26	$10.67($13.32)-$13.66	$11.24($13.97)-$14.32	$11.49($14.22)-$14.57
55-19-25	Vehicle Operator III - Pub. Hsng.	$10.35($12.93)-$13.26	$10.67($13.32)-$13.66	$11.24($13.97)-$14.32	$11.49($14.22)-$14.57
72-20-40	Zoo Railroad Train Operator	$9.90-$12.70	$10.20-$13.09	$10.51-$13.49	$10.51-$13.49

Note: For employees hired prior to July 1, 1992, the minimum wage rate found in parentheses shall apply.

SCHEDULE H
HOLIDAYS AND EXCUSED TIME OFF

	1998-1999	1999-2000	2000-2001
Independence Day	Friday, July 3, 1998	Monday, July 5, 1999	Tuesday, July 4, 2000
Labor Day	Monday, September 7, 1998	Monday, September 6, 1999	Monday, September 4, 2000
Election Day*	Tuesday, November 3, 1998	No Election (Extra Swing Holiday)	Tuesday, November 7, 2000
Veterans Day*	Wednesday, November 11, 1998	Thursday, November 11, 1999	Friday, November 10, 2000
Thanksgiving Day	Thursday, November 26,1998	Thursday, November 25, 1999	Thursday, November 23, 2000
Day After Thanksgiving*	Friday, November 27, 1998	Friday, November 26, 1999	Friday, November 24, 2000
Christmas Eve (eight hours)*	Thursday, December 24, 1998	Friday, December 24, 1999	Friday, December 22, 2000
Christmas Day	Friday, December 25, 1998	Monday, December 27, 1999	Monday, December 25, 2000
New Year's Eve (eight hours)*	Thursday, December 31, 1998	Friday, December 31, 1999	Friday, December 29, 2000
New Year's Day	Friday, January 1, 1999	Monday, January 3, 2000	Monday, January 1, 2001
Martin Luther King's Birthday	Monday, January 18, 1999	Monday, January 17, 2000	Monday, January 15, 2001
Good Friday (four hours)*	Friday, April 2, 1999	Friday, April 21, 2000	Friday, April 13, 2001
Memorial Day	Monday, May 31, 1999	Monday, May 29, 2000	Monday, May 28, 2001

* Excused Time Holiday for all City employees. No holiday premium to be paid.

NOTES:
1. Special rules on holiday observance may apply to employees engaged in unusual work assignments such as shift work and/or six (6) or seven (7) day operations.
2. The optional holiday season closing dates will be as follows:

1998-99	December 26, 27, 28, 1998
1999-00	December 23, 26, 27, 30, 1999
2000-01	December 26, 29, 30, 1997 and January 2, 2001

SCHEDULE I

ARBITRATION PANEL PROCEDURES

The parties hereby agree to establish an Arbitration Panel composed of both members of the City and the Union, and an independent arbitrator for the purpose of providing final and binding resolution to unresolved grievances in accordance with the Master Agreement and the following procedure:

1. The Arbitration Panel shall be composed of an equal number of representatives from the City and the Union. The Panel shall consist of seven (7) members; three (3) representatives of management, one of whom shall be a representative of the Labor Relations Division, three (3) Chief Stewards from the Union, and the Arbitrator. The Panel may function with five (5) members, two (2) per side and a representative from Labor Research Consultants. No management panel member or Chief Steward may sit and decide cases involving a grievant from his/her department.

2. The Arbitrator will chair all Arbitration Panel hearings and provide the administrative services for the conduct of such hearings.

3. The Arbitrator will serve at the pleasure of the parties. If at any time either party desires to terminate the services of the Arbitrator, it shall give notice in writing to that effect to the other party, specifying the date of termination. The parties shall then send a joint written notice to the Arbitrator of his/her termination. Once the Arbitrator has received written notice that his/her services are terminated, he/she shall not hear any further cases. However, he/she shall render decisions on all cases that he/she has heard prior to receiving such notice.

4. The panel shall be entitled to resolve any grievance which the parties mutually agree to place before it and which has been fully and properly processed through Step Four (4) of the Grievance Procedure.

5. Written notification of intent to arbitrate must be received by the Labor Relations Division within forty-five (45) calendar days from the date of the City's Step 4 answer. The City and Union shall then have ten (10) calendar days to reach agreement as to whether the grievance will be arbitrated by the Arbitration Panel or processed through Step 5 of the Grievance Procedure of the Master Agreement. Grievances not referred to the Panel or to Step 5 within ninety (90) days of the Notice of Intent to Arbitrate shall be considered settled on the basis of the City's last answer.

6. Notices of Intent to Arbitrate must be in writing and contain the following information:

    a. Grievant's name and mailing address
    b. City of Detroit's case number
    c. Grievance number
    d. Employing Department

e. Grievance Issue
f. Disposition Requested

7. Within ten (10) calendar days of receipt of the Union's Intention to Arbitrate, the City will confirm in writing its agreement, with copy to the Arbitrator, to process the grievance through the panel or to an ad hoc Arbitrator mutually selected by the parties or from a list furnished by the F.M.C.S.

8. A hearing date for grievances submitted to the Arbitration Panel will be specified by the Arbitrator within thirty (30) days from receipt of appeal.

9. The Arbitration Panel Hearings shall take place as agreed to between the parties.

10. All dockets shall be mailed from the Arbitrator's office to the Union, the Labor Relations Division and the grievant.

11. Advisory times for each party's hearing shall be shown on the docket. Cases will be docketed with individual starting times.

12. Each party is entitled to one adjournment as of right. It shall be the obligation of the party requesting the adjournment to notify the Arbitrator on or before the Friday preceding the Arbitration Hearing, and to further notify any and all other interested parties. There will be certain exceptions to the requirement of timeliness in requesting adjournments; as illustrative examples only, are the following:

    a) the non-appearance of a grievant in discharge cases the first time the case is docketed;

    b) unanticipated unavailability of key witnesses, i.e. medical emergencies .

    Further adjournments may be granted, but these must be by mutual agreement of the parties, or by ruling of the Arbitrator by a showing of good cause. Requests for subsequent adjournments must be by written notice to all interested parties, utilizing certified mail. It shall be the obligation of any grievant to notify the City and Union of any change of address.

    If liability for wage and benefits is awarded by the Arbitration Panel, such liability will be assessed against the party requesting an adjournment. Accordingly, in a discharge case if management requests an adjournment liability will be ongoing; if the Union requests an adjournment, liability for wage and benefits losses will cease as of that request.

13. If either one party or the other, after due notification, chooses not to appear, the panel has the right to proceed and take testimony and consider the side not appearing to be in default; or in the Panel's discretion to order the case adjourned and assess any ongoing liability for wage and benefits losses against the party in whose favor the adjournment is ordered.

14. If the parties are not present when their case is called, the Panel in its discretion may wait a reasonable time before calling the case and proceeding in accordance with the procedure in rule number thirteen (13) above.

15. Each party shall have the option to present its case either in the narrative, by the testimonial process, or by position statements. The exercise of the option shall not prejudice the other party's choice of presentation.

16. Attorneys, unless they are employed by the City or the Union, shall not be permitted to speak at the Arbitration Panel Hearing. "Presentation" is reserved only for representatives of management and the Union.

17. It is expected that all cases will be heard and answered at Step 4 of the Grievance Procedure before a hearing is requested from the Panel. If there is any dispute as to whether or not the matter has been heard at Step 4, said matter will automatically be referred back for a Step 4 hearing and the question of liability for wage and benefits losses shall be reserved. It is further expected that at the Step 4 hearings, all questions and all evidence pertinent to the case will be requested and will be exchanged so that both sides will be on notice of the matters in question. No matter may be presented which has not been raised at either the Step 4 Hearing or sufficiently in advance of the actual Panel Hearing so as to deprive the other side of a reasonable chance to investigate this issue.

18. All parties shall be free to use such evidence and supporting documents as they deem necessary subject to the determination of relevance by the Arbitrator. However, affidavits or other statements which are to be presented before the Panel must be notarized.

19. Both sides will present their case in its entirety before any questions are asked except for questions which the Arbitrator may deem necessary to clarify the record.

20. There will be no cross-examination, as such, allowed at the Panel hearing. If a question is asked for the other side to answer, that question will be directed to the Arbitrator and the Arbitrator will decide whether to direct the opposite side to answer.

21. Although decisions of the Panel are not precedent-setting unless the parties specifically request them to be, prior decisions may be used as supporting evidence of a position taken by one side or the other. If a prior decision is to be used, however, then the party offering that decision is obligated to present, along with that decision, the original grievance on which that decision was based; and further, said party must be able to coherently present a summary of the facts of said case.

22. At the conclusion of the presentation, the Panel members may ask questions at their discretion, subject to objection from either party. The parties are then excused and a decision will be made.

23. The Panel's decision shall be in accordance with the express provisions of the Master Agreement, and the Panel shall be without authority to add to, detract from, alter, amend, or modify any of its provisions, nor may it impose on either party a limitation or obligation not specifically provided in the Master Agreement.

24. In cases wherein it is discovered that one of the parties to the grievance has filed a charge with any Governmental Agency, the Panel will determine whether or not the grievance warrants a deferral until the appropriate agency has ruled. The Panel then expects this to be made a point of order prior to the introduction of any evidence.

25. Voting of the Panel members will be by secret ballot.

26. The decision of the Arbitration Panel shall be final and binding on the City, on the employee(s) and on the Union.

27. A written copy of the decision will be mailed by the Arbitrator to all parties. The only exception to this procedure is on the question of untimely filing, which will be taken up in Panel session with the parties excused, and the decision will either be given orally or will be mailed to the parties depending upon the extent of the docket.

28. The expense of the arbitrator shall be shared equally by the parties and limited to the following:

Heard:	$300 per case
Settled:	$24 per case

If a case is adjourned, the party requesting the adjournment shall pay a $50 adjournment fee.

29. The above described Arbitration Panel Procedure is a pilot program for the remainder of the 1998-2001 contract unless it is terminated by either party in accordance with paragraph #4 above. This procedure shall not abrogate any of the parties rights or responsibilities under the Master Agreement. At the conclusion of the 1998-2001 contract or in the event either party exercises its rights under paragraph #4 above, the parties will meet to discuss its results.

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

RE: DISPATCHING CLASSES

It is agreed by the City and the Union that employees in the classes of Sanitation Yard Dispatcher, Assistant Sanitation Yard Dispatcher, Equipment Dispatcher, and Assistant Equipment Dispatcher, and Assistant Equipment Dispatcher shall be covered by the Master Agreement except as specified below:

A. Article 18, "Emergency/Temporary Assignments" shall not apply to these employees. Out-of-Class pay shall be paid after an employee has performed the duties of a higher classification for fifteen (15) consecutive calendar days.

B. Article 14-A, "Mobility" shall not apply to these employees. "Mobility" shall be limited by District boundaries as established within the Department of Public-Works.

C. Assignments shall be a subject of negotiation in the Department of Public Works.

Dated This 27th Day of March, 2001.

Joseph Valenti, President
Teamsters, Local #214

Roger N. Cheek, Director
Labor Relations

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

RE: ORDINANCE CHANGES

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

It is understood that upon failure of the Union to agree to such change, such proposed change will not be made, part of or affect this agreement or its supplements. The changes shall not decrease the benefit level currently enjoyed by employees covered by the Agreement unless specifically agreed upon by the parties.

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

Dated This 27th Day of March, 2001.

Joseph Valenti, President
Teamsters, Local #214

Roger N. Cheek, Director
Labor Relations

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

RE: CHIEF STEWARDS' COMPENSATION

1. The City and the Union hereby agree that the Chief Stewards provided for in Article 8 of the Agreement to which this Memorandum is attached shall be compensated at the rate established under this Agreement for the class of Construction Equipment Operator - 50 Ton Crane.

2. The parties understand that any administrative personnel processes required to implement such purpose shall not affect the employee's principal classification nor bestow any seniority or status in any other classification.

3. A Chief Steward shall be entitled to work overtime in his regular City position. He shall be scheduled for said overtime according to the provisions of this contract. In the absence of any specific provision regarding overtime scheduling, he shall be scheduled according to the practices of the department in which he is assigned. In order to be eligible for said overtime there must be work available in his classification which he can perform. Any time which the Chief Stewards spend administrating the Contract or functioning as a Union official during the time he is scheduled to work overtime in his City position shall be unpaid time.

4. When the DPW Solid Waste Division requires its employees to work on a Saturday because a holiday occurred during the week, Pride Days or Leaf Days, one Chief Steward shall be allowed to perform Union duties on that day. The Chief Steward will be paid eight (8) hours at time and one-half for performing the Union work. Such Chief Steward shall notify the department of the location and telephone number which he may be reached at if he is needed and if needed will report to the location specified by the department.

5. When the City has members of this bargaining unit work evenings on Operation Firefly one (1) Chief Steward shall be allowed to perform union duties during the evening shift.

   The Chief Steward will be paid eight (8) hours at time and one-half for performing the Union work. Such Chief Steward shall notify the department of the location and telephone number which he may be reached at if he is needed and if needed will report to the location specified by the department.

Dated This 27th Day of March, 2001

Joseph Valenti, President
Teamsters, Local #214

Roger N. Cheek, Director
Labor Relations

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

RE: CREDIT UNION AND INCOME DEFERRAL

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

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

Dated This 27th Day of March, 2001.

Joseph Valenti, President
Teamsters, Local #214

Roger N. Cheek, Director
Labor Relations

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

RE: PRIVATE CAR MILEAGE REIMBURSEMENT

1. Rates of Payment

Effective July 1, 1999, when an employee covered by this Agreement is assigned to use his automobile to perform his job, he shall be paid mileage at the rate of 31¢ per mile. In addition, $2.19 per day is to be paid for each day an employee is required to use his car for City business.

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

2. Definition of Reimbursable Mileage

A. Trips from home to headquarters and back home shall not constitute reimbursable mileage.

B. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.

C. Trips from headquarters (or from the designated starting point if he has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.

D. For those employees who do not report to a specific headquarters, or starting point on any given day, mileage in excess of 15 miles from home directly to a job at other than headquarters or starting point at the start of the work day and mileage in excess of 15 miles from a job located at other point than headquarters or starting point to home at the end of work day shall constitute reimbursable mileage.

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

A. For employees reporting for work at North Service Center - $5.00 per day travel allowance.

B. For employees reporting for work at Southwest Station - $3.00 per day travel allowance.

C. For employees reporting for work at Ford Road Booster Station - $1.50 per day travel allowance.

D. For employees assigned to Lake Huron Station - $18.00 per day travel allowance. Employees permanently assigned to Lake Huron Station shall be ineligible for this payment 18 months after their assignment to this location.

4. Accident Payments

When an employee is involved in an accident while on City business resulting in damage to his automobile in excess of $50.00, the City will pay for unrecoverable collision damage in excess of $50.00 not to exceed $250.00. Employees must furnish proof to their department of the time of an accident and the extent of the damages. Automobile accidents will be excluded from the City's regular small claims program.

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

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

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

8. The City and the Union agree to establish a joint committee consisting of three (3) members from the Union and three (3) members of Management to review the feasibility of establishing car pools which would reduce the City's cost for private car mileage.

Dated This 27th Day of March, 2001

Joseph Valenti, President
Teamsters, Local #214

Roger N. Cheek, Director
Labor Relations

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

RE: WORK ASSIGNMENT ISSUES (DPW)

1. Training will proceed as needed in accordance with Master Agreement.

   The most senior VOI's at the yard who have been trained and certified on VOIII and CEO equipment will be assigned as VOIII/CEO's on an out-of-class basis as necessary.

   Status changes to CEO/ VOIII/VOI will proceed as needed in accordance with the Master Agreement.

2. Employees holding the title of RCPO will not be assigned to CEO, VOIII or VOI work assignments if there are any CEO's or VO's available in the yard with the proper title or CEO's or VO's available in the yard who have been trained to perform the work.

3. Employees hired for the purpose of operating one-man packers shall carry the multiple-title of Refuse Collection Packer Operator/Vehicle Operator I/Sanitation Laborer. RCPO seniority shall be used in assigning employees at each yard to work assignments in the following order: 1) Automatic One-Man Packers, 2) Alternate RCPO assignments, 3) Vehicle Operator I equipment, and 4) Sanitation Laborer work.

   - RCPO's when assigned to one-man packers or alternate RCPO assignments will be paid at the RCPO rate.

   - RCPO's when assigned to VOI assignments will be paid at the VOI rate.

   - Effective July 1, 2000, the title of Sanitation Laborer shall be dropped from those RCPO's with ten (10) or more years of classification seniority. Such employees when assigned to Sanitation Laborer work shall be paid at the VOI rate. However, such employees will be required to perform the duties of a Sanitation Laborer when assigned such duties.

   Employees returning from illness or leave of absence shall be returned to the assignment which he/she had prior to the absence based on his/her seniority. If the employee has been-away from work for an extended period, some period of reorientation or retraining may be required.

4. The Bulk and Courville collection operations within the Solid Waste Division shall be recognized as being separate and distinct operations for the purposes of making overtime assignments. Employees will have the opportunity to pick their operation assignment, based upon seniority and qualifications, twice per year, once prior to the seasonal assignments being

made, and again at the conclusion of the seasonal assignments. Unless extenuating circumstances dictate otherwise, the picks shall occur within 20 days of April 15, and November 15. Either the City or the Union may request to review this procedure, in accordance with Article 11 - Special Conferences.

Overtime assignments within the Solid Waste Division shall be made as follows:

1. If it is determined by management that the day's assignment can be completed within 90 minutes of the end of the shift, employees may be required to remain in the field for an additional 90 minutes to complete the assignment. This is known as casual overtime.

2. If it is determined by management that the assignment cannot be completed within 90 minutes of the end of the shift, or when overtime is need for a make-up day or scheduled assignments worked on a holiday or excused time day, overtime shall be assigned off a volunteer list. Employees wishing to sign the volunteer list shall submit their names to their supervisor by 12:00 p.m.. Once placed on the volunteer list, an employee must report for the overtime assignment, except if excused by their supervisor in the case of an unforeseen emergency. Failure to report will result in the following disciplinary action:

First Offense:	Verbal Warning
Second Offense:	Written Warning
Third Offense:	The employee will be ineligible to work volunteer overtime for 14 calendar days, but will be subject to inverse overtime.
Fourth Offense:	The employee will be ineligible to work volunteer overtime for 30 calendar days, but will be subject to inverse overtime.

Further violations may result in more restrictive discipline, including suspension.

Employees working within the operation needing the overtime shall be assigned first, by seniority. If there are not enough volunteers from within the operation, volunteers from outside the operation shall then be assigned, in seniority order, for available assignments. If additional manpower is still needed, employees shall be assigned in inverse seniority order, from a common list of employees at the location. Employees assigned from the inverse seniority list shall not be required to work more than four hours of overtime Monday through Friday from the inverse list.

Overtime as a result of a special event, or sixth or seventh day overtime in the Bulk Operation, shall be assigned from the volunteer list. Assignments shall be in seniority order, regardless of the operation. If there are insufficient numbers of volunteers, additional employees shall be assigned from the inverse list.

5. The City and Union agree to continue the understanding whereby the RCPO class was broadened to include the following as alternate work assignments in the Solid Waste Division: Street Sweepers, Log Loader Truck, Vac-All Vacuum Sweeper, Gasoline Tank Truck, Bulldozers and Front-end Loaders for stockpiling or loading materials.

- Such alternate assignments are subject to the conditions stated in paragraph 5.

  RCPO's when assigned to these alternate work assignments inside the yard will be paid at the RCPO rate.

- All RCPO's will be provided training in all series one-man trucks and the alternate assignments at each yard in order of their seniority. Such training shall commence immediately upon execution of the Master Agreement.

- CEO's operating Bulldozers and Front End Loaders will be paid at the CEO rate.

6. In the event an Automatic one-man packer is out-of-service at the beginning of the work shift, the RCPO regularly assigned to the vehicle shall be assigned to another available Automatic one-man packer or displace the least senior RCPO at the yard assigned to an Automatic one-man packer. The RCPO who is displaced shall then be reassigned in accordance with paragraph 5.

   If an RCPO's equipment breaks down <u>within</u> four (4) hours of the start of the shift and he is reassigned to other work, he shall be paid at the RCPO rate for the first four (4) hours and at the appropriate rate for the work performed during the remainder of the shift. If the RCPO has over five years of class seniority, he shall get no less than the VO I rate of pay for the work performed during the remainder of the shift. If the equipment breaks down <u>after</u> four (4) hours from the start of the shift, he shall be paid at the RCPO rate for the entire day regardless of work assigned.

7. New employees in the Solid Waste Division will continue to he hired as RCPO/VOI/Sanitation Laborer.

8. Both RCPO's and VOIII's will have the opportunity to bid for CEO positions in DPW using their seniority in these two classifications. RCPO's hired on or before July 1, 1983, shall have July 1, 1983, established as their effective class seniority date for purposes of such bidding.

9. The Scale House in Street Maintenance will be operated by bargaining unit members. The department has the right to assign additional bargaining unit members to this activity from the pre-qualified list on a part-time basis. Any such additional employee shall receive adequate instruction in Scale House operations.

10. The DPW will provide proper breathing protection equipment to employees assigned to the "wash rack." Employees who do not wear required protective equipment may be subject to disciplinary action in accordance with departmental disciplinary guidelines.

11. The DPW has established the following minimum work standards in an eight (8) hour day for the equipment used in the Solid Waste Division:

BULK OPERATIONS

TYPE OF EQUIPMENT	MINIMUM STANDARD
Log Loader	4 loads
Rear Loader (2 Person)	2 loads
Open Truck	4 loads

REFUSE OPERATIONS

Rear Loader	2 loads
Automatic Side Loader*	750 plastic containers
Emco*	500 plastic containers

*These standards are based upon the type of equipment in use at the signing of the agreement. Should the Department introduce new or different manufactured vehicles, the parties agree to meet in special conference to discuss minimum work day standards.

The DPW recognizes that there may be some extenuating circumstances which may prevent an employee from meeting the minimum standard on a particular day. Such extenuating circumstances may include vehicle breakdowns, malfunctioning equipment, obstructions, availability of refuse, or other verified occurrences including those now presently recognized by the department. The occurrence of such extenuating circumstances shall be noted by the employee on the driver's daily log sheet.

The DPW agrees to issue standardized instructions to all supervisors and foremen on the application of these standards. Such instructions shall include language that employees are entitled to a meal period and breaks as provided in the Supplemental Agreement and are expected to take such breaks at appropriate times.

NOTE: Should an operator fail to meet the minimum standard, a management will take into account the availability of refuse and excessive delays due to breakdowns, travel time, and severe weather conditions. Discipline shall be held in abeyance until all facts have been presented and reviewed by a supervisor or higher level of management assigned to the district.

12. Bargaining unit members recognize the importance of the Department's responsibility to remove snow and ice from municipal streets. To accomplish this goal, employee's covered by this agreement will make themselves available when notified of adverse weather conditions. The Department will post a list of employees who are to be available for emergency operations. Employees who do not report for duty or who make themselves unavailable for duty will be subject to disciplinary action unless mitigating circumstances dictate otherwise. Details for the creation of the "on notice" list shall be a proper subject for supplemental negotiations.

Dated This 27th Day of March, 2001.

Joseph Valenti, President
Teamsters, Local #214

Roger N. Cheek, Director
Labor Relations

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

RE: COPIES OF THE CONTRACT

The City of Detroit will provide Teamsters, Local 214 with 1000 copies of the Contract without charge.

Dated This 27th Day of March, 2001.

Joseph Valenti, President
Teamsters, Local #214

Roger N. Cheek, Director
Labor Relations

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

RE: AIRPORT POLICE OFFICER (63-20-11)

It is hereby agreed between the parties that the classification of Airport Security Officer shall be subject to the parties' 1998-2001 Collective Bargaining Agreement.

Should the Michigan Employment Relations Commission rule that they are entitled to Act 312, any initial economic demands to be filed under the Act must only be for the subsequent contract period.

Dated This 27th Day of March, 2001

Joseph Valenti, President
Teamsters, Local #214

Roger N. Cheek, Director
Labor Relations

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

RE: COOPERATION WITH THE AMERICANS WITH DISABILITIES ACT

The parties acknowledge their joint and severable obligations to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA). The parties agree that no provision of the Labor Agreement shall conflict with the ADA.

Furthermore, since the ramifications of this new legislation cannot be fully determined at this time, the parties agree to cooperate and meet in special conferences to discuss concerns and attempt to work out problems associated with its operation.

And, notwithstanding the Savings Clause in the Labor Agreement, which provision requires the renegotiation of sections of the Labor Agreement under certain conditions, the parties agree that if they jointly conclude that a provision of the Labor Agreement or this Memorandum violates the ADA they will renegotiate a replacement provision.

Dated This 27th Day of March, 2001.

Joseph Valenti, President
Teamsters, Local #214

Roger N. Cheek, Director
Labor Relations

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

RE: LABOR/MANAGEMENT COMMITTEE

The parties acknowledge a need to establish a means for a continuing dialogue between management and union representatives to discuss and resolve matters that are of mutual concern, and to work cooperatively toward improving services, and the effective delivery of such services, to the citizen of Detroit. Accordingly, the parties have agreed to establish a Labor/Management Committee within each Department.

Composition of the Committee shall consist of the Business Representative, and up to three (3) other bargaining unit members, and up to three (3) management persons. Appointment of the union and management representatives shall be on an ad hoc basis; that is, committee members can be chosen based on the item(s) on the meeting agenda.

The proper subjects to be discussed by Labor/Management Committees shall include employment issues that are unique or of special concern to a particular department and the Council, or how provisions of the Master Agreement shall be applied in the department. Proper issues for discussion may include methods of increasing productivity, implementing of technological changes, and training employees in the department.

The parties agree that to increase effectiveness of Committee discussions, relevant training in specific subject areas should be made available to committee members. Provisions may be made to send selected committee members to seminars, workshops or in-service training.

Dated This 27th Day of March, 2001

Joseph Valenti, President
Teamsters, Local #214

Roger N. Cheek, Director
Labor Relations

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

RE: PERFORMANCE EVALUATIONS TO BE DEVELOPED, SERVICE IMPROVEMENTS TO BE REALIZED

After considerable discussion of the subject of all management, supervisors, and workers being required to give a high quality work performance for the City of Detroit, the parties acknowledge that the City government management, serving as "the employer," is obligated to provide adequate leadership in the operation of the City services, and has the responsibility to require adequate performance for the public's benefit by all levels of employees whose wages are paid for with the public's resources. Furthermore, that management in that role and with such responsibilities possesses the inherent authority to express and record evaluations of the performance of all employees at all levels in the government and to utilize such in the running of the government, so long as such usage does not violate any employee's rights or the provisions of the labor agreement.

Dated This 27th Day of March, 2001.

Joseph Valenti, President
Teamsters, Local #214

Roger N. Cheek, Director
Labor Relations

CITY OF DETROIT
HUMAN RESOURCES DEPARTMENT
LABOR RELATIONS DIVISION

COLEMAN A. YOUNG
MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 332
DETROIT, MICHIGAN 48226
PHONE 313•224•3860
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WWW.CI.DETROIT.MI.US

February 28, 2000

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

RE: Facilities for Treating On-the-Job Injuries

Dear Mr. Valenti:

During negotiations of the 1998-2001 Master Agreement, there was considerable discussion concerning medical care for employees injured on the job. City policies and practices on this matter are generally covered in Finance Directive No. 92, issued July 29, 1983. These general policies include the following:

1. In life-threatening situations where emergency treatment is necessary, the injured employee will be taken to the hospital or medical facility nearest to the place of injury which is equipped to handle emergency situations.

2. In non-life-threatening situations requiring medical attention, the injured employee will be taken to the medical facility approved for treating City employees nearest to the place of injury which has adequate facilities for treating the type of injury.

3. If further medical treatment is required following an on-the-job injury, such additional treatment will be provided in accordance with the provisions of the Workers' Compensation Act.

The City agrees to investigate any complaints in terms of quality of professional service and effectiveness of medical treatment at those medical facilities. The result of this investigation and any corrective action will be reviewed with the Union upon completion.

Sincerely,

Roger N. Cheek
Labor Relations Director

RNC:ld

CITY OF DETROIT
HUMAN RESOURCES DEPARTMENT
LABOR RELATIONS DIVISION

COLEMAN A. YOUNG
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June 12, 2000

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

RE: Departmental Disciplinary Codes

Dear Mr. Valenti:

During negotiations of the 1998-01 Master Agreement, you expressed dissatisfaction with certain provisions of disciplinary codes in effect in various City departments. The City takes the position that such disciplinary codes are reasonable work rules which management has a right to establish, adopt, amend, promulgate and enforce. The City has, however, expressed a willingness to discuss the particulars of these departmental disciplinary codes with representatives of Local #214 at mutually agreeable times and places.

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

Sincerely,

Roger N. Cheek
Labor Relations Director

RNC:ld

CITY OF DETROIT
HUMAN RESOURCES DEPARTMENT
LABOR RELATIONS DIVISION

COLEMAN A. YOUNG
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February 28, 2000

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

RE: Establishing Lists of Pre-Qualified Craft Employees

Dear Mr. Valenti:

During negotiations of the 1998-01 Master Agreement, it was brought out that problems arose due to the failure of some departments in posting for training opportunities and maintaining a list of pre-qualified craft employees for promotional vacancies as required under the Master Agreement. The language in the 1998-01 Master Agreement clearly states this obligation on the part of departments employing equipment operators. Those departments which currently do not have such lists of pre-qualified craft employees will take immediate steps to conform with these contractual obligations.

Sincerely,

Roger N. Cheek
Labor Relations Director

RNC:ld

CITY OF DETROIT
HUMAN RESOURCES DEPARTMENT
LABOR RELATIONS DIVISION

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February 28, 2000

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

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

Dear Mr. Valenti:

This letter is intended as a statement of current City policy which is set forth in Chapter 13, Article 11 of the Detroit City Code.

Sec. 13-11-1. Definitions.

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

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

Official duties shall mean acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the officer or employee's control or supervision or committed to the department or office under whose authority the officer or employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the performance of the official duties of any appointive officer or employee of the city within the operation or effect of this article. (Code 1964, Section 16-13-1)

Sec. 13-11-2. Council may order reimbursement for certain causes.

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

(1) Bodily injury, sickness or disease, including death, at any time resulting therefrom, sustained by any person; or

(2) Injury to or destruction of property, including the loss of use thereof; or

(3) Illegal confinement, detention or other alleged injury caused by or arising out of the performance in good faith of the official duties of any such officer or employee. (Code 1964, Section 16-13-2)

Sec. 13-11-3. Conditions for defense and reimbursement by city.

No payment shall be made pursuant to section 13-11-2 except under the following conditions:

(1) Whenever an officer or employee of the city has cause to believe that he may be sued by reason of, or as the result of, the performance in good faith of his official duties, such officer or employee shall promptly file with the corporation counsel a written notice of the act performed or the occurrence which gives rise to such belief, containing a statement of the facts and circumstances thereof, including names and addresses of persons who might bring suit, if known to such officer or employee, and the names and addresses of any witnesses, if likewise so known; and

(2) Upon the receipt of any claim, demand, notice, summons or complaint, the officer or employee shall promptly forward the same to the corporation counsel. In addition thereto, such officer or employee shall promptly file a written request that he be represented by the corporation counsel's office in the matter. Such request shall first be submitted to the head of the department in which such officer or employee is working. it shall then be the duty of the department head to transmit the request for representation to the corporation counsel, along with the department head's recommendation as to whether or not the officer or employee should be represented; and

(3) The officer or employee shall cooperate with the corporation counsel, and upon the request of the corporation counsel shall attend hearings and trials and assist in effecting settlements, securing and giving evidence and obtaining the attendance of witnesses. However, such officer or employee shall not, except, at his own cost, voluntarily make any payment, assume any obligation or incur any expense in connection therewith; and

(4) The officer or employee shall consent to and concur in any compromise or settlement of the claim or suit against him; and

(5) The city council must find and determine that the claim, demand or suit against the officer or employee arises out of or involves the performance in good faith of the official duties of the officer or employee involved. (Code 1964, Section 16-13-3)

Sec. 13-11-4. Report to council by corporation counsel.

Whenever the corporation counsel receives from any city officer or employee, any claim, demand, notice, summons or complaint with such officer or employee's request for representation by the corporation counsel with the recommendation of the head of the department as provided in section 13-11-3(3), the corporation counsel shall promptly transmit to the city council a report on the matter, together with his recommendation as to whether or not the corporation counsel should represent the officer or employee as requested, and whether or not the city council should find and determine that the claim, demand or suit against the officer or employee arises out of or involves the performance in good faith of the official duties of such officer or employee. (Code 1964, Section 16-13-4)

Sec. 13-11-5. Determination by city council.

(a) Upon receipt from the corporation counsel of the report and recommendation provided for in section 13-11-4, the city council shall consider and determine whether the corporation counsel shall represent the officer or employee in the matter and find and determine whether or not the claim, demand or suit arises out of or involves the performance in good faith of the official duties of such officer or employee. However, pending such determination by the city council, the corporation counsel shall represent any officer or employee making request therefor which had been approved by the head of the department as provided in section 13-11-3(2).

(b) The finding and determination by the city council as to whether or not any such claim, demand or suit arises out of or involves the performance in good faith of the official duties of such officer or employee shall be binding and final. (Code 1964, Section 16-13-5)

Sec. 13-11-6. Payments by city to be reduced by employee's insurance.

If a city officer or employee has valid and collectible insurance covering or protecting against liability as covered by this article, payment under this article shall be limited to amounts in excess of the limits of such insurance. (Code 1964, Section 16-13-6)

Sec. 13-11-7. City to be subrogated to rights of employees; execution of instruments and papers by employees.

No payment shall be made by the city pursuant to this article unless the city is subrogated to all rights of recovery therefor against any person and unless the officer or employee on whose behalf payment is made executes and delivers to the city instruments and papers and does whatever else is necessary to secure such rights to the city. (Code 1964, Section 16-13-7)

Sec. 13-11-8. Duty of employees to maintain automobile insurance.

This article shall not relieve any officer or employee-from securing and keeping in force the insurance required to be provided by section 13-1-4 governing the use of privately owned automobiles while used in the performance of their official duties. (Code 1964, Section 16-13-8)

Section 13-11-9. Application to physicians and dentists.

(a) Notwithstanding any provisions of this article to the contrary, except section 13-11-1, the city shall pay, on behalf of any physician or dentist, whether salaried, contractual, volunteer, staff, special duty, resident, or intern, who is an employee as defined in section 13-11-1, all of any sum which such employee might become legally obligated to pay as damages resulting or arising out of his official duties, because of:

(1) Bodily injury, sickness or disease, including death, at any time resulting therefrom, sustained by any person; or

(2) Injury to or destruction of property, including the loss or use thereof; and

(3) Illegal confinement, detention or other alleged injury caused by or arising out of the performance in good faith of the official duties of any such employee; except that the city shall be responsible to a physician or dentist who is a regular full-time member of the faculty of Wayne State University and serving on the Medical Staff at Detroit General Hospital, only for the sum which such employee shall be legally obligated to pay as damages which is in excess of his insurance coverage which shall be not less than one hundred thousand dollars ($100,000.00) for each claim and three hundred thousand dollars ($300,000.00) annual aggregate.

(b) This section shall not be applicable if the physician, dentist, resident or intern fails to comply with all of the provisions of section 13-11-3, requiring written notice of any anticipated claim and the filing of all pleadings with the law department, together with a written request that he be represented in the matter by the law department.

(c) Nothing herein contained shall be deemed to extend the definition of employee, or the city's responsibility toward any employee, beyond the clear terms of this article. (Code 1964, Section 16-13-9).

Sincerely,

Roger N. Cheek
Labor Relations Director

CITY OF DETROIT
HUMAN RESOURCES DEPARTMENT
LABOR RELATIONS DIVISION

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February 28, 2000

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

Re: Waiver of Re-employment Rights

Dear Mr. Valenti:

This letter is intended to clarify the City's policy of requiring laid off employees under certain circumstances to sign a waiver of current re-employment preferences in order to accept alternate employment in another job classification.

1. Employees hired on a permanent basis and who have acquired permanent seniority by completion of the probationary period. Such employees laid off due to reduction in force are placed on the blocking list for the class, and would not be required to sign any waiver of their recall rights in order to accept alternate available employment in another job classification. Whether or not they accept the alternate employment, they would remain on the blocking list without loss of their seniority.

2. Newly-hired employees hired specifically on a seasonal or other limited term basis. Such employees who are laid off at the end of the specified period are placed on a preferred eligible list for the class, and are required to sign a waiver of their preferred re-employment rights if they wish to accept alternate available employment in another job classification. The reason for this waiver requirement is that in most cases the alternate employment is temporary to meet department peak work load needs and departments must be assured of a stable work force during such periods.

   It should be pointed out that employees who do sign a waiver and accept temporary alternate employment are restored to the preferred eligible list for their original classification if they are subsequently laid off from the temporary employment without any adjustment of their original seniority date. In addition, a person while working in the alternate classification may file an application with the Human Resources Department requesting transfer to his original title. Such transfer request would give the employee a claim to any permanent vacancy in that classification before any new persons were hired.

3. In the case of either permanent seniority employees (who are not required to sign a waiver) or temporary status employees (who are required to waive their preferred eligible standing), the determination as to whether a refusal to accept an offer of available alternate employment will disqualify the laid off employee for continued lay-off benefits is a decision made by the Michigan Employment Security Commission in accordance with its rules and regulations. This determination is not made by the City of Detroit. However, Human Resources Department staff do inform employees that refusal to accept the alternate employment may result in their disqualification of benefits by MESC.

I hope that this information has been of some assistance to you.

Sincerely,

Roger N. Cheek
Labor Relations Director