

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

This tentative agreement is reached between the parties on May 20, 2019. The following summarized the changes made to the Collective Bargaining Agreement between the City of Detroit Department of Transportation and Amalgamated Transit Union, AFL-CIO Local 26.

Duration	4 year agreement to expire June 30, 2023
Wages	<p>Upon approval by the Detroit City Council, the following shall occur:</p> <ul style="list-style-type: none"> <li>• A one-time ratification bonus of \$1,500.00 paid to all active on-roll bargaining unit members in a classification represented by this union at the time of ratification</li> <li>• A market adjustment of the base wage effective the date of ratification. This market adjustment does not include the accumulated Attendance Incentive that may have been earned by employees</li> <li>• Effective July 1, 2019 and annually thereafter 2.5% increase</li> <li>• The wage schedule will be modified to a 12 month progression in accordance to the chart in Article 10 of the CBA</li> </ul>
Fare Box	Qualified Bargaining Unit members can earn annually a bonus up to \$750.00 if Fare Box revenue results in the annual target met.
Attendance Incentive	Existing accumulated Attendance Incentive will be carried forward and continue in the subsequent ratified CBA
Attendance Guideline	A newly established Attendance Guidelines will begin July 1, 2019
Vacation/CLD/S&A	<p>Effective July 1, 2020:</p> <ul style="list-style-type: none"> <li>• The two tier vacation system will cease and all employees will accumulate vacation in accordance with Article 38</li> <li>• Casual Leave Day/Bonus and S&amp;A programs will cease. Bargaining unit employees will participate in the General City Sick Leave and accrual benefit, in accordance with accrual schedule outlined in Article 45, which includes a conversion schedule for current employees</li> </ul>

Articles Modified Deleted or Carried Over	
Article 1 – Agreement & Recognition	Carried Forward – No Changes
Article 2 – Bulletin Boards	Carried Forward – No Changes
Article 3 – Dues Check-off	Modified
Article 4 – Cope Check-off	Carried Forward – No Changes
Article 5 – Management Rights & Responsibilities	Carried Forward – No Changes
Article 6-Union Representation	Modified
Article 7-Grievance Procedures	Modified
Article 8-Disciplinary Procedures	Modified
Article 9-Seniority	Modified
Article 10-Wages	Modified
Article 11-Work Week-Off days	Carried Forward – No Changes
Article 12- Work Schedules	Carried Forward – No Changes
Article 13- Selection of Work	Modified
Article 14- Assignment of Open Runs off Duty Provisions	Carried Forward – No Changes
Article 15 – Transfers – Extra Positions	Carried Forward – No Changes
Article 16 – Runs Definitions – Provisions	Modified
Article 17 – Part Time Transit Operators	Modified
Article 18 – Workers Compensation and Employee Disability	Modified
Article 19 – Non-Platform Assignment	Carried Forward – No Changes
Article 20 – Overtime	Modified
Article 21 – Extra Work – Regular Operators	Carried Forward – No Changes

Article 22 – Spread Premium	Carried Forward – No Changes
Article 23 – Report and Turn-In Time	Carried Forward – No Changes
Article 24 – Owl Runs	Modified
Article 25 – Late Time	Carried Forward – No Changes
Article 26 – Relief Time	Carried Forward – No Changes
Article 27 – Trippers	Carried Forward – No Changes
Article 28 – Instruction Rate	Carried Forward – No Changes
Article 29 – Operators Returned to Training	Modified
Article 30 – Court Claims – Accident Reports	Carried Forward – No Changes
Article 31-Change Off of Equipment	Carried Forward – No Changes
Article 32 – Paid Intervening Time in Swing Runs	Carried Forward – No Changes
Article 33 – Rest Periods	Carried Forward – No Changes
Article 34 – Cancelled Work Substitution	Carried Forward – No Changes
Article 35 – Extra Operators	Carried Forward – No Changes
Article 36 – Missing Assignments	Carried Forward – No Changes
Article 37 – Funeral Leave	Modified
Article 38 – Vacations	Modified
Article 39 – Holidays	Carried Forward – No Changes
Article 40 – Hospital, Medical Insurance and Optical Care	Modified
Article 41 – Employees Serving on Jury Duty	Carried Forward – No Changes
Article 42 – Miscellaneous	Modified
Article 43 – Uniforms	Modified
Article 44 – Reduction in Force	Carried Forward – No Changes
Article 45 – Casual Leave, Sickness and Accident and Extended Disability	Modified

Insurance	
Article 46 – Retirement Benefits/Plan of Adjustment	Carried Forward – No Changes
Article 47 – Death and Permanent Disability Benefits	Carried Forward – No Changes
Article 48 – Rights of Employees entering or returning from armed forces	Carried Forward – No Changes
Article 49 Leaves of Absence	Carried Forward – No Changes
Article 50 – Savings Clause	Carried Forward – No Changes
Article 51 Interference with Work	Carried Forward – No Changes
Article 52 – Nondiscrimination	Carried Forward – No Changes
Article 53 – Compliance with minimum wage laws	Carried Forward – No Changes
Article 54 – Successor Clause	Carried Forward – No Changes
Article 55 – Protection Clause	Carried Forward – No Changes
Article 56 – Maintenance of Conditions	Carried Forward – No Changes
Article 57 – Duration of the Contract	Modified
MOU – Attendance Incentive	Carried Forward – No Changes
MOU – Fare Box Incentive	Modified
MOU - Article 10 Wages	Deleted
Appendix A – Supplemental Agreement Relative to Sickness and Accident and Long Term – Disability	Carried Forward – No Changes
Appendix B – Long Term Disability	Modified
General Provisions	Carried Forward – No Changes
MOU Special Conference	New Language
MOU – Loaders	New Language
MOU – Route Instructor	New Language

Selection Process	
MOU – Joint Programs	New Language
MOU – Attendance Guidelines	New Language

### 3. DUES CHECK-OFF

- 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 a Union application form and dues deduction authorization form.
- B. The City agrees to deduct Union dues and initiation fees from the wages of any employee who executed a written authorization for payroll deduction of such dues and initiation fees. An employee's written authorization for Union dues deduction and/or initiation fees will remain in full force and effect during the term of this Agreement unless revoked by written notice, executed by the employee. The City will provide the Union with a legend accompanying dues payments -- or a similar document, either in hard copy or electronic form -- that identifies the Union's dues paying members as well as the amount of dues and/or fees paid by each member for that payroll cycle.
- C. Dues and/or initiation fees will be authorized, levied and certified in accordance with the Union's Constitution and By-Laws. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the applicable designated Union official, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts deducted. The Employer agrees to provide this service without charge to the Union. 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.
- D. The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to the union ~~them~~. The City or any of the officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding payment of such deductions 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 assignment (Chapter 13 Article 4, Section 4 of the Municipal Code of the City of Detroit).
- E. If any provisions of this Article is invalid under Federal law or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

### 6. UNION REPRESENTATION

- A. The Union President shall be compensated forty (40) hours per week to administer this Agreement. The Union Vice President shall be relieved from his/her run, two (2) days per week to assist the Union President in administering this Agreement. Assignments shall include; assisting in the settlement of grievances, attending Department safety meetings, attending meetings with representatives of the Department, whether same be called by the Employer or the Union, assisting in community-wide drives, and for engaging in any activity bearing upon labor relations.
- B. Certified Executive Board Members of the Union, will each be allowed a maximum ten (10) hours of pay per week to fully compensate them for time consumed providing

representation for the membership. Arrangements for the release of the Executive Board Member and Union Steward shall be made in writing and made to the District Superintendent.

- C. In the terminals, a Steward (in addition to the Executive Board Member) may be allowed a maximum of five (5) hours pay per week to compensate for time consumed with providing representation for the membership A Steward may represent Employees in handling labor relations activities with the Transportation District Superintendent.
- D. For the life of this Agreement, the city will continue to recognize three (3) stewards and three (3) Certified Executive Board Members.
- E. The weekly allowances in this Article shall be reduced on a prorated basis for any one (1) week period when the said Union representatives perform less than five (5) days' work, except when enjoying a partial vacation. The Union Stewards and Vice President may be replaced when on vacation or leave. ~~or absent~~ The union will provide management with advance notice for alternates ~~for other reasons, or when replacing the Executive Board Member and/or the President and Business Agent.~~
- F. Working Stewards, Board Members and Union officials will request time off for Weingarten representation duties, grievance processing and investigation (up to and including arbitration), and negotiating collective bargaining agreements from their supervisor and the supervisor will reasonably grant or deny such requests in writing. This time will be part of the Union official's paid work day.
- G. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any Employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, except that the Department shall not be required to pay the wages of Employees who shall refuse to report for work. Provided, however, that such refusal shall in no way be detrimental to the public health or safety. However, the Employee cannot be ordered to cross a picket line if such action could result in adverse effect of the personal safety of the Employee, nor shall Employees be required to do work normally done by striking members of other Unions.
- H. If, in the judgment of the Union, an Operator's Union duties require absence from work, the Union will request that such Operator be excused on Union business. Excused time notification must be received by the Transportation Operations Office not less than forty-eight (48) hours prior to the scheduled time off for Union business. The Department may excuse the Operator for Union business in writing and without pay, provided such Operator's absence in the opinion of the Employer will not be detrimental to the public service and will not cause the Department to incur additional overtime. Upon return to work, such Operator will be returned to his/her position on the board without loss of seniority. Such time off will be considered paid time.
- I. The District Superintendent, or his or her designee, shall notify the terminal Executive Board Member in the following instances:

1. Operators' suspensions
  - ~~2.~~ Departmental Discipline Hearing
  3. Operators' off-day adjustments
- J. Union Election of Officers. The Employer agrees to allow sufficient Operators time off work (without pay) to operate the polling places as follows: three (3) Operators for each operating terminal, three (3) Operators for the Union hall, plus two (2) election commissioners. It is also agreed that candidates for election and workers for such candidates will be allowed to trade work with other Operators and adjust off days in order to be off for the election, provided that such trades do not result in additional overtime for the Department.

## 7. DISCIPLINARY PROCEDURES

- A. The Department reserves the right to discipline or discharge Operators for just cause. Disciplinary penalties may include, but are not limited to, working suspensions, which are subject to the following conditions:
1. An Operator on working suspension shall be required to work his or her regularly scheduled run.
  2. Where an Operator is subject to discipline that warrants suspension, the Employee shall serve a working suspension, provided that no working suspension may be longer than three (3) days. For all suspensions of four (4) days or more, the Operator will serve time off without pay.
  3. If an Operator on working suspension misses work for any reason, the Operator shall serve the working suspension on another day selected by the Department. If the Operator calls in sick while on a working suspension, the entire suspension period will be rescheduled and the operator will serve the time off without pay.
- B. Notification shall be given to the Union of any disciplinary action that results in an official entry being added to an Employee's personnel file. Both the Employee and the Union representative shall be given a copy of such official entry on or before the effective date of the disciplinary action, except when the Employee is unavailable for any reason. In that event, the Employee will be notified as soon as practicable by certified mail at his/her last known address.
- C. All disciplinary penalties involving accidents causing personal injury or property damage, insubordination, intoxication while on duty, apprehension by legal authorities, theft or mishandling fares, possession of firearms, loss of commercial drivers' license and other comparable offenses shall be given immediate effect. Other disciplinary penalties shall be effective no sooner than forty-eight (48) hours after the Union is notified of the penalty, unless the forty-eight (48) hours is waived in writing by the Employee against whom the penalty is leveled.

- D. In imposing discipline on a current charge, management will not take into account any prior infractions or disciplinary action taken which occurred more than fourteen (14) months previously, except that the Department may take into account any prior infractions or disciplinary action involving accidents causing personal injury or property damage, intoxication while on duty, apprehension by legal authorities, theft or mishandling fares, possession of firearms, loss of commercial drivers' license and other comparable offenses for a period of eighteen (18) months.
- E. If the discharge or suspension of an Operator is found to be unwarranted, he/she will be returned to his/her regular position and he/she will be compensated for his/her wage loss.
- F. Suspensions shall not be scheduled so as to disqualify an Operator for holiday pay, except in those instances where a penalty is given immediate effect.
- G. The union shall have the right to submit a grievance on discipline in accordance with Article 8 of this CBA.

## 8. GRIEVANCE AND ARBITRATION PROCEDURE

- A. The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for members of this bargaining unit. This shall not preclude an Employee from exercising any rights he/she may have under the provisions of the Veteran's Preference Act.
- B. Should disputes arise between the Employer and the Union during the term of this Agreement concerning the application or interpretation of this Agreement, in addition to discipline an earnest effort shall be made to resolve such disputes promptly and in accordance with the procedure provided herein. Complaints which do not involve discipline, misapplication or misinterpretation of specific provisions of this Agreement shall not be proper subjects for arbitration.
- C. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- D. Every Employee will have the right to present grievances in accordance with the procedure provided herein. The Union will submit ~~hand-deliver~~ grievances directly to the management representative involved in the dispute. The written grievance will be submitted on a mutually agreed standard form and will set forth the name(s) of the Employee or Employees involved and the provision(s) of this Agreement, if any, that the grievance claims have been violated.- Receipt of the grievance will be acknowledged by signature of the management representative who receives the grievance.
- E. Any grievances not filed within fourteen (14) calendar days of the alleged violation or within fourteen (14) calendar days of an Employee or the Union becoming aware of an alleged violation will be considered untimely and will not be processed.
- F. Grievance Procedure

**Step 1. Written** If a dispute cannot be resolved informally between the employee or union representative with management, the dispute shall be reduced to writing as indicated in paragraph d above. The, member of management involved in the dispute will provide a written answer to the Union within five (5) calendar days after receipt.

### **Step 2. Appeal to the Next Level Manager**

If the grievance is not satisfactorily adjusted at Step 1, it may be appealed by the Union to the next level manager of Transportation Operations or the designee within seven (7) calendar days of receipt of the Step 1 answer. A meeting will be held at least once a month on a mutually agreed upon date to discuss the issues(s). Operations management and HR will attend the meeting. A written decision will be rendered within five (5) calendar days after the meeting had occurred.

### **Step 3. Appeal to the Director of Labor Relations**

If the grievance is not satisfactorily adjusted at Step 2 it may be appealed to the Director of Labor Relation within seven (7) calendar days of receipt of the Step 2 answer. A meeting to discuss the grievance will be held between the Union and the Director of Labor Relations or the designee within ten (10) calendar days after receipt of the grievance.- A written decision will be provided to the Union within ten (10) calendar days of the meeting.

G If the Union does not appeal a grievance in writing to the next step within the time limits set forth above, the grievance will be considered settled on the basis of the last decision unless either party requests and extension and extensions will be granted for no more than five (5) days. If the City fails to respond to a grievance within the time limits provided in the steps of the grievance procedure, the grievance will be automatically moved to the next step in the grievance procedure.

H. Arbitration.

Any unresolved grievance which relates to the interpretation, application, or enforcement of any specific article or section of this Agreement or any written supplementary agreement and which has been fully processed through Step 3 of the grievance procedure may be submitted to arbitration in strict accordance with the arbitration procedure described herein. Arbitration shall be invoked by written notice to the Director of Labor Relations of intention to arbitrate within ten (10) calendar days of the notice of an unsatisfactory decision at Step 3 of the grievance procedure.

1. Selection of Arbitrator and Permanent Panel.

- a. Within thirty (30) calendar days after the execution of this Agreement, the parties shall convene and select five (5) disinterested persons qualified in labor-management relations to serve as permanent arbitrators. The City and the Union will send each other a list of names and mutually agree to a list of Arbitrators. If the parties are unable to agree upon five (5) individuals to serve as permanent arbitrators, for each unfilled position, the parties shall request the American Arbitration Association (AAA) to submit the names of five (5) disinterested persons qualified and willing to act as impartial arbitrators. From each list, the City and Union shall each alternately strike one (1) name until four (4) names have been eliminated and the person whose name remains on the list shall be selected to act as one of the five (5) permanent arbitrators.
- b. If at any time either party desires to terminate the service of an 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 or her termination. Neither party may terminate the services of an arbitrator unless he or she has heard at least one (1) case.
- c. Once the arbitrator has received written notice that his or her services are terminated, the arbitrator shall not hear any further cases. However, the

arbitrator shall render decisions on all cases that he or she has heard prior to receiving such notice.

- d. In the event that an arbitrator is terminated, a new arbitrator shall be immediately selected in accordance with the procedure described in Section H.1.a.
  - e. The arbitrators will hear cases on a chronological rotation.
2. In each case, the arbitrator shall resolve the matter in accordance with the applicable rules of the American Arbitration Association ~~Michigan Employment Relations Commission (MERC)~~. The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement 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 or of applicable law or rules or regulations having the force and effect of law.
  - b. Involving the exercise of discretion by the City under the provisions of this Agreement, its Charter, or applicable law.
  - c. Limiting or interfering in any way with the powers, duties, or responsibilities of the City under its Charter, applicable law, and rules and regulations having the force and effect of law.
  - d. Changing, altering, or modifying any practice, policy, or rule presently or in the future established by the City as long as such practice, policy, or rule does not conflict with this Agreement.
  - e. Implying any restriction or condition binding upon the City from this Agreement, it being understood that, except as such restrictions or conditions upon the City are specifically set forth herein, or are fairly inferable from the express language of any article or section hereof, the matter in question falls within the exercise of the City's management rights under Article 5.
  - f. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.
  - g. Providing agreement for the parties in those cases, where by their contract, they may have agreed that further negotiations should occur to cover the matters in dispute.
  - h. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement or subsequent to the date upon which this Agreement shall terminate.

3. All claims for back wages shall be limited to the amount of wages that the Employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his/her removal from the City payroll, and payments for Unemployment Compensation Insurance, Social Security Disability, Welfare, Aid to Dependent Children, City funded Long Term Disability Insurance, Sickness and Accident Insurance, and Automobile Accident Income Replacement Insurance.
  4. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.
  5. There shall be no appeal from the arbitrator's decision, if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the Department, on the Employee or Employees, and on the Union. The Union will actively discourage attempts by any bargaining unit Employee to appeal a decision of the arbitrator to any Court or labor board.
  6. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
  7. The expenses of the arbitrator shall be shared equally by the parties, except that each party will make arrangements to pay its own attorneys and witnesses. In cases where the arbitrator provides that either party has filed or denied a grievance in bad faith, the arbitrator will have the discretion to assess all costs and expenses of the arbitration hearing, including reasonable attorneys' fees, against the non-prevailing party. The aggrieved and his/her local representative shall not lose pay for time off the job while attending the arbitration proceedings.
  8. Arbitration hearings will be conducted at the City of Detroit Labor Relations Division unless the circumstances of the grievance indicate it should more appropriately be held where the grievance originated.
  9. Labor Relations is authorized to make settlements on behalf of the City regarding any unresolved grievance properly appealed to arbitration or Step 3 of the grievance procedure.
- I. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and any supplemental agreements which are or may become part of this Agreement and which are not excluded from arbitration.
  - J. The City shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed.
  - K. Expedited Arbitration

1. An expedited arbitration system shall be used for all appeals to arbitration that involve discharge/termination of a City of Detroit employee. The next arbitrator in rotation on the panel shall be contacted within five (5) calendar days of the appeal date.
2. The selected Arbitrator shall be requested to hear the case within forty-five (45) calendar days of being assigned the case. The forty-five (45) day calendar limit may be waived by mutual written agreement of the parties. If the selected Arbitrator provides notice that the forty-five (45) calendar day time limit cannot be met, the next arbitrator in rotation on the panel will be selected to meet the expedited time frame.
3. Briefs, if any, shall be filed by the parties simultaneously with the Arbitrator within fourteen (14) calendars from the last day of the arbitration hearing. There shall be no extensions for the filing of briefs.
4. The Arbitrator shall render a written decision within fourteen (14) calendar days from the closing of the record. By mutual agreement, the Arbitrator shall issue a bench decision.
5. The cost of the arbitration shall be shared equally by the parties in accordance with the Grievance Procedure.
6. Court Reporting and transcript costs, if any, shall be paid by the party requesting the services unless the parties agree to share the cost. In any event, each party shall pay the cost for their copy of the transcript.

## **9. SENIORITY**

- A. Seniority. Seniority is hereby defined as the length of continuous service beginning on the date the Operator receives his/her badge.
- B. Continuous Service. Continuous service shall mean employment as an Operator without interruption or breaks. The following shall not be considered breaks in service:
  1. Service in the Armed Forces of the United States up to five (5) years, or longer if such service is exempt under applicable law.
  2. Absence from work due to injuries compensated for under the Workers' Compensation Act of the State of Michigan.
  3. Lay off as a result of a reduction in force for a period not exceeding the employees' seniority or three (3) years whichever is greater.
  4. Other leaves of absence, not exceeding one (1) year, approved by the Employer.

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

1. Resignation.
2. Retirement.
3. Discharge (Which is not reversed by Arbitration, court order or a Last Chance Agreement by the parties).
4. If an Employee fails to report to work for five (5) consecutive days without providing proper notice to the City, unless the Employee, in the judgment of the Employer, is completely incapacitated through no fault of his/her own or subject to some other emergency situation that, through no fault of his/her own, makes him/her unable to report said absence and is able to supply sufficient proof thereof.
5. Failure of a laid-off Employee to notify the Department of his/her intent to return to work within five (5) days after notice has been sent by the Department to the laid-off Employee at his/her last address on the Department's records at time of layoff.
6. Absence from work for any reason (including lay-off) in excess of one (1) year, except as set forth in Section B of this Article.

D. PROBATIONARY EMPLOYEES:

Probation for new employees in the bargaining unit will begin after completion of training and they are badged.

The probation period will be six (6) months after the date they are badged. An extension may be granted up to (6) months if additional evaluation is needed.

The Union may represent probationary employees for the purposes set forth in this Agreement except separation from City service or reversion to the formerly held title if applicable unless the union can present extenuating circumstances that needs to be evaluated. In this case this issue will be reviewed by the Director of Labor Relations or their designee for final determination. For probationary employees with prior City service, the Union will represent such employees when a department issues a suspension or discharge for cause instead of taking action to revert the employee to his/her prior status

## 10. WAGES

A. Bargaining Unit members wages will be adjusted in accordance to the below listed matrix in accordance with their seniority. Annually, for the life of this Agreement an across the board increase of 2.5% will be administered on July 1.

- B. The market adjustment that is listed in the below matrix does not include any current accumulated wages earned from the Attendance Incentive. Earned Attendance Incentive will be in addition to the stated base wage.
1. An example of Employee who had earned all three years of the attendance incentive is \$0.57 above the contract rate, will have the \$0.57 added to the new rate.

		7/1/19	7/1/20	7/1/21	7/1/22
STEP	MKT ADJUSTMENT	2.50%	2.50%	2.50%	2.50%
STUDENT	\$13.50	\$13.84	\$14.18	\$14.54	\$14.90
PROBATION	\$14.50	\$14.86	\$15.23	\$15.61	\$16.01
PRIOR TO 12 MONTHS	\$15.50	\$15.89	\$16.28	\$16.69	\$17.11
13 TO 24 MONTHS	\$16.50	\$16.91	\$17.34	\$17.77	\$18.21
25 TO 36 MONTHS	\$17.50	\$17.94	\$18.39	\$18.85	\$19.32
37 TO 48 MONTHS	\$18.50	\$18.96	\$19.44	\$19.92	\$20.42
48 ABOVE	\$20.00	\$20.50	\$21.01	\$21.54	\$22.08

- C. Lump Sum Payment: Upon ratification of this agreement, all active on-roll bargaining unit members in a classification represented by this bargaining unit will receive a lump sum payment of \$1,500.00
- D. The anniversary date for step adjustments shall be on the first pay period of the month succeeding the date the Operator receives his/her badge.
- E. If administratively feasible, pay checks for Employees shall be transmitted via direct deposit.
- F. The Attendance Incentive will continue through the life of this Agreement
- G. A new Fare Box Revenue Sharing Incentive is being implemented. Eligible employees shall receive a Fare Box Bonus as set forth in the updated attached MOU.

## 11. WORK WEEK - OFF DAYS

- A. All Operators, with the exclusion of non-platform Operators, shall select a five (5) day work week. The two (2) remaining days in the work week shall be known as “off days”. Non-platform Operators, including loaders, shall select a trick that includes “off days”.
- B. Off days shall be selected when the terminal pick is held, provided that off day picks for extra men shall be held whenever necessary.
- C. The Employer shall determine the number of Operators to be off on each day of the week. Operators will then be permitted to select, in seniority order, the available off days.
- D. The work week of all Operators shall begin on Monday and end on Sunday.

- E. New Operators will be assigned their off days according to seniority.

## **12. WORK SCHEDULES**

- A. Pursuant to its management rights under Article 5, the City has the right to establish and modify hours of work for Employees, including the beginning and ending time for shifts of work, and the establishment of the hours of the shift. The City will provide the Union with thirty (30) days' notice before implementing any schedule changes.
- B. All schedules involved in City-wide picks, except in emergencies, shall be posted at least ten (10) days before the picking of runs and work assignments begins.
- C. Operators may select all work within their classification if it is part of regular scheduled runs. This includes specials, loading and starting, but no such work shall be selected if it is required for Operators who have furnished suitable proof of their incapacity to perform their regular assignments.
- D. When working as loaders or starters, such incapacitated Operators shall receive a minimum of eight (8) hours pay and they shall receive spread premium. They will receive report and turn-in time only when platform work is performed.

## **13. SELECTION OF WORK**

- A. Operators may, in the order of their seniority and at times scheduled by the Employer, select runs from posted schedules. The manner of selecting runs and the time required for picks shall be determined by the Employer.
- B. Notice of an Operator's selection may be made through another person so delegated. If an Operator or his or her designee does not pick at the scheduled time, the Terminal Board Member may pick for the Operator. If the Terminal Board Member fails to pick for the Operator at the scheduled time, the Station Master may assign the Operator first open run off.
- C. When notice of progressive, line or terminal picks are posted and picking starts, and the Operator is notified of his/her time to pick, he/she must pick at that time. If he/she fails to do so in a line pick, he/she will be assigned the first open run off on the line, and in progressive or terminal pick, he/she will be assigned the first open run off in the terminal. Operators off on vacation or sick leave must leave their selections with the Station Master. If an Operator makes no selection, and the terminal board member does not pick for him/her, he/she will be assigned the first run off in the terminal. Operators shall be notified no less than **48 hours** ~~twelve (12) hours~~ in advance of the date and time they are to pick.
- D. The Department will conduct four (4) picks per year. Three (3) such picks shall be City-wide picks and one (1) such pick shall be a terminal pick. The Department will hold one (1) city-wide pick in January, one (1) terminal pick in April, one (1) city-wide pick in June, and one (1) city-wide pick in September. In addition, the Department may conduct one (1) emergency pick per year. Except as otherwise provided, runs selected or assigned in accordance with Section B shall be held while the schedule is operated.

- E. Employees who are not actively driving for any reason, other than vacation, suspension, or workers compensation (OI) in excess of fourteen (14) days shall be removed from the T.E.O. Board for the purposes of picking runs, lines, off days, and vacations. When such Operators return, they will be placed on the Extra Board and shall remain on the Extra Board until the next pick for which they are eligible and returned to their original terminal.

When an Operator has been off fourteen (14) days or more for any reason, other than vacation suspension or workers compensation (OI), he or she must have returned to active work for at least ten (10) days prior to the pick start date ~~a run selection~~ in order to be eligible to pick runs, lines, off days, and vacations.

- F. Employees who are assigned on an out-of-class basis to other classifications will not be allowed to operate coaches in service.
- G. Line Picks will be held on Fridays when it will not result in added cost or decreased efficiency. If they are not held on Friday, board standing will be operated no more than two (2) days.
- H. The manner of selecting runs and the time required for terminal or line picks shall be determined by the Employer.
1. In connection with City-wide picks, the approximate manpower requirements at each terminal, including the number of Operators to be allowed off on week days and Saturdays and Sundays, will be posted one (1) week prior to the closing date of transfers.
  2. The date for closing of operator transfer shall be 72 hours ~~the Friday~~ before the ~~Monday on which~~ the picking of runs begins.

#### **14. ASSIGNMENT OF OPEN RUNS OFF DUTY PROVISIONS**

- A. When the first run of the day is completed, the markup sheet shall be posted for the following day. If regular Operators are excused from work before the board is marked up, the first of their then open runs off will be marked up to the first extra Operator, the second off to the second extra Operator and so forth, until all open runs are assigned. The remaining extra Operators will be moved up in order.
- B. Subject to the following conditions, a run which the Employer believes will be open at least seven (7) days shall be subject to selection by extra Operators, in seniority order, for seven (7) day periods:
1. The procedures for picking such open runs by extra Operators, including but not limited to the number of extra Operators permitted to pick, will be subject to the discretion of the Employer.

2. Open runs will be posted in the terminal for selection by 4:00 P.M. Monday for operation on the following Monday, and open runs will be subject to pick from 4:00 P.M. Monday to midnight Tuesday.
  3. An open run so picked will be assigned to and held by the extra Operator for the ensuing seven (7) day period, or until the run holder returns to work, if sooner.
  4. Notwithstanding the foregoing, a run open seven (7) days or more will be subject to re-selection by a line pick at the discretion of the Employer.
- C. Notwithstanding any other provision of this Agreement, the Employer at its sole discretion may assign Employees to open runs or lines consistent with service needs; provided, however, that if an Operator is repeatedly removed from his or her picked run, his or her Union Representative may bring the matter to the attention of the District Superintendent or the Assistant District Superintendent. The Union and Management Representatives shall meet to discuss the problem that necessitated pulling the Operator from his or her picked run and to discuss alternative solutions to the problem.
- D. When Operators are excused after having worked part of a day, they shall not be required to lose the day following.

#### **15. TRANSFERS – EXTRA POSITIONS**

- A. The Employer shall determine the number of Operators required at each terminal and shall have the right to lay off Operators according to seniority.
- B. Operators may be transferred to a terminal or terminals provided a City-wide pick as to terminals is allowed for those affected.
- C. An Operator transferred under the conditions of subsection B shall be permitted to ride lines at the terminal to which he or she is transferred for one (1) day for eight (8) hours or, in the alternative, two (2) days for four (4) hours each day, to become familiar with those lines, if the Operator has never worked at the terminal to which he or she is transferred. Such Operator will be paid for such time at the appropriate rate.
- D. Though all runs must be selected, regular Operators may pick extra Operator's work, in which case they shall receive no advantages over extra Operators, and shall assume a position on the Extra Board according to seniority, and shall not select a numbered Extra Board position.
- E. If extra Operators who hold runs because of others picking the Extra Board are laid off or transferred, their runs shall be marked up to extra Operators until the next pick.
- F. When an Operator is on re-train, he/she shall be compensated for his/her run or the re-train run, whichever is more beneficial for the Operator.

## **16. RUNS - DEFINITIONS - PROVISIONS**

- A. The scheduled running time will be allowed from the pull-in point to the terminal, unless operating in express service or over expressways, and passengers shall be picked up same as in regular service.
- B. Runs already selected may be revised and rescheduled at the discretion of the Employer, in accordance with service needs. In the event that the Department either adds sixty (60) minutes or more to a run or subtracts twenty (20) or more minutes from a run, the Department will conduct a re-pick for the particular line that is affected.
- C. Underpayments or overpayments made in computing time in a run shall be retroactively corrected upon discovery, to the effective date of the last pick, even though the run has been selected and worked.
- D. The City is expressly authorized to correct any underpayment or overpayment by payroll adjustment as well as taking any steps permitted by applicable law.
- E. When two (2) or more Operators are marked up in error for the same run, the Operator with the greater seniority shall be given the run except if one is the run holder and the Operator with the lesser seniority shall be given other work. The Department will provide an Operator with work equivalent to the run for which he/she was marked up, or pay the equivalent of the run in error and to ensure that the substitute work does not require the Operator to work beyond thirty (30) minutes of the scheduled time of the run marked up in error.
- F. Any Operator who begins a run must complete that run, even if he/she is working on his/her off day, unless the Operator's Supervisor grants permission to leave the run. Any Operator who fails to complete a run without just cause, or otherwise leaves passengers stranded, will be subject to discipline up to and including discharge. The Department may require an Operator who cannot complete a run due to illness to provide a medical certificate or other suitable proof of illness signed by the Employee's treating physician before being permitted to return to work.
- G. When an Operator picks a line and later a part of that line is changed and they are required to operate on a foreign line, they may request a terminal pick. A foreign line is any line other than the one that the Operator picked.
- H. When an Operator reaches the last time point before the end of the line, while working a scheduled run, they will be allowed to proceed to the end of the line.

## **17. PART-TIME TRANSIT OPERATORS**

- A. A Part-Time Transit Operator ("PTO") shall mean a person employed by the City on a continuing basis, who will be assigned work less than twenty-five (25) hours per week.
- B. An Transit Equipment Operator who retires from DDOT and is rehired as a PTO within one (1) year of his/her retirement will not be required to serve a probationary period.

However, any retired Operator not meeting rehire standards may, at the Employer's discretion, be rehired and required to serve a probationary period.

- C. An experienced Operator hired who has not retired from DDOT, shall have a probationary period
- D. The Department may assign work to PTOs consistent with service needs, provided a PTO's total weekly hours shall not exceed twenty-five (25) hours. The union rep has a right to view PTO's daily worked hours. The station master may use his/her judgment as to which PTO, if any, to use in an emergency. If a PTO works more than twenty-five (25) hours in a non-emergency situation causing a TEO to lose overtime for that day, the TEO with the lost overtime will be paid for the lost overtime opportunity.
- E. PTOs shall be compensated for hours worked in accordance with the terms of this Agreement. Unless otherwise required by law, PTOs shall not accrue or receive funeral leave with pay (Article 37); paid vacations (Article 38); hospitalization, medical insurance, and optical care (Article 40); compensation for Employees serving on jury duty (Article 41); casual leave days, sickness and accident insurance, or extended disability benefit insurance (Article 45); or retirement benefits (Article 46).
- F. The number of part-time employees shall not exceed twenty percent (20%) of the active workforce.

#### **18. WORKERS' COMPENSATION AND EMPLOYEE DISABILITY**

- A. All workers' compensation benefits shall be paid in accordance with the Workers' Compensation Act. Employees will be eligible for wage increases granted to their alternate job classification. Employees on workers' compensation and long term disability can be placed on limited duty work assignments in any City of Detroit Department where work is available. They will continue to receive TEO wages until certified/reclassified. In addition employees on worker's compensation will continue to receive Benefits until permanently separated as long as they make their monthly contribution. Failure to make a monthly contribution while on worker comp can result in suspension of the benefit. If eligible for reinstatement to the benefit, due to a lapse, the employee shall be responsible for the terms and condition of the reinstatement.
- B. In the absence of Workers' Compensation Benefits, those employees who are victims of physical assault and battery as determined by the Department and are incapacitated from work as certified by the city's medical authority, shall be paid 100% of their daily wages for a period not to exceed the first five (5) regularly scheduled work days after the incident.
- C. Consistent with the Workers' Compensation Act and current City practices:
  - 1. The City when able to accommodate, 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 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 the 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/her former job classification in his/her 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 doctor's and the third doctor's opinion shall be final and binding on the City and Union.

- D. The City will be responsible for notifying the Union when an employee in an alternate job classification, on a permanent or temporary basis, is physically and mentally able to return to his or her former job classification as a Transportation Equipment Operator.

## **20. OVERTIME**

Operators have the right to pick posted overtime work and are required to complete picked overtime work. An Operator who begins a run must complete that run unless the Supervisor grants permission to leave the run. Employees scheduled to work overtime are required to adhere to the same work rules, regulations, and/or policies that apply during regular hours of work.

- A. The overtime rate will be time and one-half the Employee's regular rate. Overtime will be paid for work in excess of forty (40) hours per week (and in excess of a regular run subject to the provisions of Article 24 (Owl Runs) hereof).

Any overtime paid under this Agreement shall be computed solely on the basis of time actually worked by the Employee. Paid scheduled holidays, and excused vacations, and casual leave days shall be counted as time worked for purposes of computing overtime.

- B. At no time shall there be a duplication or pyramiding of overtime premium and spread premium except for scheduled swing runs or when an Operator on a scheduled swing run is required to work overtime by going to the end of the line when he/she is not relieved as scheduled, in accordance with the provisions of Article 21.B (Extra Work – Regular Operators).

- C. The following items being paid allowances shall neither be compensated for at the overtime rate or used in computing overtime premium: extra man's weekly minimum guarantee or tripper minimum guarantee.

- D. When an Operator works on his/her off days, having worked all scheduled days in the Monday through Sunday workweek and he/she has not been charged with a suspension, the following occurrences shall not deprive the Operator of off-day premium:

1. Appearance in court on behalf of the Employer.
2. A miss occurring on a day on which a full run or its equivalent is worked.
3. Being off with permission on a paid holiday.
4. Being paid scheduled vacation or scheduled Casual Leave during the work week.

- E. Extra work will be distributed as follows:

1. All known extra work, including trippers, to be operated will be posted daily when the Board is marked up.
  2. Operators will volunteer for the posted work.
  3. When more than one Operator volunteers, the extra work will be awarded to the Operator who worked a full schedule the preceding week and worked the lesser amount of overtime. If volunteers are tied, the extra work will be awarded to the volunteer with the most seniority. For purposes of this Section only, a use of a scheduled vacation day or scheduled casual leave day shall count toward working a full schedule.
  4. If more than one Operator volunteers and none of them worked a full schedule in the preceding week, the extra work will be awarded to the volunteer with the most seniority.
  5. The list of extra work will be closed to volunteers at 8:00 P.M. The list shall be posted by 9:00 P.M. It will be the responsibility of the Operator to call with the terminal between 9:00 PM and 4:00 A.M. to determine if he/she has been awarded that extra work.
- F. Operators reporting for extra work before the first run reports, on their off days shall receive work according to seniority. Operators reporting for extra work after the first run reports, shall receive work on a first-come basis. An Operator assigned to a run may move up ahead of an Operator from a foreign terminal, but not ahead of a day off Operator or an Operator who has completed his/her day's work at the terminal at which the extra work occurs.
- G. At no time shall the overtime rates be applicable until after an Operator has worked more than forty (40) hours in a workweek.

#### **24. OWL RUNS**

- A. An owl run is a night run scheduled to finish after ~~12:00~~ 3:30 A.M. The Department may schedule owl runs at its discretion.
- B. The owl rate will be one hundred and four percent (104%) of an Operator's basic wage rate. This rate will be paid for working a complete scheduled owl run and any late time on the same.
- C. The said owl rate will also be paid for a portion of an owl run if operated through 3:30 A.M., and either started or finished as scheduled.
- D. Owl runs shall be started as early as practicable; the owl operator's wages to start no later than midnight.

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

## **29. OPERATORS RETURNED TO TRAINING**

- A. Operators required to return to training on a re-break status shall be compensated as follows:
  - ~~7. Operators with less than six (6) months of service or who have not completed their probationary period shall be compensated at the student rate.~~
  - 1. Operators who are scheduled for re-trainings shall be compensated at their regular rates including spread and other premiums.
- B. Operators returned to training must wear their uniforms or the same dress required of student Operators.
- C. The student rate will be paid in accordance with the minimum wage provisions of the Fair Labor Standards Act.
- D. When training is required for an Operator, the Operator will be notified at least twenty-four (24) hours prior to the start of the training.

## **37. FUNERAL LEAVE (WITH PAY)**

- A. If a death occurs among members of the Employee's immediate family, such Employee, provided he/she attends the funeral and submits documentation of such upon return to work, will be granted three (3) days leave not to be charged to Casual Leave. An Employee may take an additional two (2) days of funeral leave to be charged to Casual Leave or Vacation upon his/her request.
- B. Definition of Immediate Family. The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, stepfather, stepmother, stepson, stepdaughter, grandson, granddaughter, grandmother, and grandfather.
- 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 Casual Leave provided he/she attends the funeral and submits documentation of such upon return to work. If the funeral, which the Employee attends, is more than three hundred (300) miles from the City of Detroit, the Employee may extend the leave by two (2) days to be charged against Casual Leave or Vacation upon his/her request.
- D. Definition of Relatives. Relatives referred to in Section C are defined as brother-in-law, sister-in-law, uncle, aunt, mother-in-law, and father-in-law.
- E. In the event the local union president could not attend, his/her designated representative from the bargaining unit with proper notification to the Department Head, shall be

allowed one (1) funeral leave day, not to be charged to Casual Leave, in the event of the death of a member of the bargaining unit covered by this Agreement.

- F. Documentation. Employees seeking paid funeral leave under this Article shall submit to the Department a letter from the funeral home stating the Employee's relation to the deceased. The Bereavement period shall be from the date of death up to three calendar days after the date of funeral.

### 38. VACATIONS

- A. Annual paid vacation based upon employment and service will be granted those who qualify for same.
  - 1. Operators will become eligible for full paid vacation for each employment year of two hundred and twenty-five (225) or more service days. Those who fail to accumulate two hundred and twenty-five (225) service days shall be entitled to one-twelfth (1/12) of a vacation for each month of eighteen (18) or more such service days only.
  - 2. Those who die or are granted a leave of absence shall be entitled to prorated vacation leave on the basis of one-twelfth (1/12) of a vacation for each month of eighteen (18) or more service days.
  - 3. Notwithstanding the foregoing, no full or partial vacation shall be allowed until an Operator completes his/her first employment year.
  - 4. For purposes of this Article, employment will be credited while one is listed as an active Operator with the Department of Transportation. One will not be considered employed during periods of layoff or during leaves of absence unless same are for military service or for training encampments as reservists as per Board Meeting No. 1750. A service day is one for which an Operator earns wages for work, holidays, vacation, sick leave, in military or City service.
- B. Operators' vacation allowances will be as follows:

The vacation allowance for Employees hired before September 14, 2010 shall be as follows:

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

<u>Year of Service</u>	<u>Vacation Days</u>	<u>Allowance Hours</u>
15 or more	20	160

Effective July 1, 2020, the two tier vacation accrual schedule will cease. All employees will accrue vacation in accordance with Section B of this article.

- C. Management shall determine the number of vacation leaves to be scheduled at any given time of the year, and shall base such determination on the requirements of the service. Vacation periods will then be selected by Operators according to seniority.
- D. Operators will be permitted to select up to four (4) weeks regular vacation on the first selection, provided that no more than three (3) weeks may be selected during the prime vacation period starting with the school close schedules in June and ending with the school open schedules in September.
- E. When the vacation pick is finished, a copy of the vacation schedule will be given to the Union.
- F. Up to 10 vacation days may be requested per year, in one (1) day increments. Once an Operator has at least two (2) weeks of vacation, he/she may schedule half of it during the vacation pick. An Operator will not be granted a vacation day if the scheduled vacations have reached the quota.
- G. All unused vacation which has not been picked will be posted in the terminal between March 1st and March 10th of each year. Such vacation will be picked from the vacation schedule.
- H. Employees will automatically have up to one hundred and sixty (160) hours of unused vacation carried over into the next fiscal year. Any vacation, in excess of one hundred and sixty (160) hours, which remains unused on June 30th every year, will be forfeited.
- I. Vacation time will be credited on a fiscal year basis.
- J. Based upon service needs and with permission of the Department, Operators may work during their scheduled vacations.

**40. HOSPITALIZATION, MEDICAL  
INSURANCE  
AND OPTICAL CARE**

- A. During the term of this Agreement, regular full-time employees who have reached their eligibility date will be entitled to participate in one of the City's Group Health Care Plans including a Prescription Drug Program, Dental as well as Vision plans in accordance with the City of Detroit's Health Care Plan Options Booklet.
- B. During the term of this Agreement, Employees' monthly contributions under the City's Medical Plans will be adjusted annually to the level necessary to maintain an 80/20 proportional share of the cost of the medical coverage, subject to the terms, conditions

and limitations set forth in this Article. Under this cost sharing arrangement, the City will pay eighty percent (80%) of the costs of each coverage tier in the City's Medical Plans, and Employees participating in each coverage tier will pay twenty percent (20%) of the costs for such coverage tier

- C. Except as provided in this Article, the extent of coverage under the City's Medical Plans will be governed by the terms and conditions set forth in the applicable Medical Plans offered by the City during the term of this Agreement. Plan documents may be modified or amended by the City from time to time in accordance with the terms of the applicable plan documents, provided that such amendments do not violate the terms of this Article. Any questions or disputes concerning a breach of this Agreement by either party will be subject to the Grievance & Arbitration Procedures set forth in Article 7 of this Agreement. However, any questions or disputes concerning the denial of a claim or coverage will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents and will not be subject to the Grievance & Arbitration Procedures set forth in Article 7 of this Agreement.
- D. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to the City (excluding any liability that may result from a separate breach of this Agreement pursuant to Section C above), nor will such failure be considered a breach by the City of any obligation undertaken under this Agreement or any other agreement. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to bargaining unit Employees or beneficiaries of bargaining unit Employees.
- E. Except as set forth in this Article, during the term of this Agreement, the Medical Plans provided by the City will provide benefits to eligible bargaining unit employees with an actuarial value (as determined by the Plan Actuary) that would fall within the acceptable range for the "Gold" level as defined by the ACA. In the event that the actuarial value of the medical benefits provided under any Medical Plan provided by the City under this Article falls below the "Gold" level as determined by the Plan Actuary during the term of the Agreement, the City will meet and confer with the Union to discuss potential modifications to the Medical Plan during the subsequent plan year to improve the actuarial value of the benefits to the "Gold" level.
- F. During the term of this Agreement, and in conjunction with the City obtaining renewal quotes for existing healthcare plan options, the Union may offer alternative or additional health care plan options to the City that will not increase City cost or trend. Upon request, the City will provide the Union with data utilized by the City and its actuaries, or utilized by Blue Cross Blue Shield of Michigan (or by the pharmacy benefits manager for the self-insured PPO option), to establish monthly contributions under such self-insured PPO benefit option. The City and the Union will meet to discuss such proposed options offered by the Union but the City is under no obligation to implement any of the Union's recommendations. The City agrees to provide the Union with a summary of the basis for its rejection of the Union's proposed changes to health benefits.

- G. Notwithstanding any provision in this Article that could be construed to the contrary, this Article will not be construed to require the City to fall out of compliance with the requirements of Public Act 152 of 2011 MCL § 15.561 *et. seq.* (“PA 152”). The City’s Plan Actuary will be responsible for periodically monitoring compliance with the requirements of PA 152. In the event that the Plan Actuary determines that the City is reasonably likely to fall out of compliance with PA 152, the City will provide written notice to the Union, and offer to meet and confer with the Union for a period not longer than thirty (30) days in order to discuss potential modifications to the terms of the Medical Plans or to the allocation of contributions to the cost of medical coverage by the City and the Employees in order to comply with the requirements of PA 152. To the extent the City and the Union are unable to reach an agreement within thirty (30) days, the City may make any necessary modifications to ensure compliance with PA 152.

#### **42. MISCELLANEOUS**

- A. Active and retired Employees will be permitted to ride without charge upon presentation of a current pass card or a retirement pass card.
- B. Within seven (7) days of its effective date, the City shall provide the Union with an electronic copy of the Agreement.
- C. The City may offer Operators an employee loan program, the terms of which may be changed from time to time at the discretion of the City.
- D. Use of Surveillance Equipment and GPS Equipment.
1. The City of Detroit has established the use of surveillance equipment and GPS equipment to provide a safe and secure environment for passengers and Employees.
  2. Information from surveillance equipment and GPS equipment may also be used to train and counsel operators. In addition, such information may be used to investigate potential misconduct and to support disciplinary measures in cases in which the Department has received a complaint or otherwise has a reasonable basis for believing that misconduct has occurred.
  3. In gathering video evidence from surveillance equipment for use in disciplinary matters, the Department may consider any video from between ten (10) minutes before and ten (10) minutes after the incident at issue. This limitation shall not apply in any case involving alleged criminal acts (including, but not limited to assault, robbery, theft, or driving offenses) or in any case involving an alleged threat to public safety.
  4. The Union has the right to review all video and audio as evidence in disciplinary actions.

### 43. UNIFORMS

- A. The Department shall have the right to require Employees to wear uniforms in accordance with policies established by the Department. Any Employee not wearing a clean uniform, or wearing items not a part of the designated uniform, will be considered "OUT OF UNIFORM".
- B. Initial Issue. At time of hire, the Department shall provide all new Operators with an initial uniform. In the alternative, the Department may institute a uniform voucher system and issue Employees uniform vouchers in lieu of an initial uniform. Operators shall be ineligible to receive an annual uniform allowance in accordance with Section C until he or she has completed one (1) years of service.
- C. Annual Uniform/Cleaning Allowance. Employees having completed one (1)\* years of service and who are actively working in the classification of T.E.O., shall be granted an annual uniform/cleaning allowance totaling five hundred dollars (\$500) to be paid in the amount of two hundred and fifty dollars (\$250) twice yearly. These payments shall be made in the months of September and April. Employees shall be responsible for procuring uniforms according to Department specifications. Operators who, for any reason, are not actively working in the capacity of T.E.O. during the week the uniform/cleaning allowance is issued will not be entitled to receive a uniform allowance at that time. However, upon his/her return to work and after actively working a full regularly scheduled work week, the Operator will be issued a uniform allowance at that time.
- \*Each year of service is twelve (12) months of eighteen (18) paid days.
- D. T.E.O.'s uniform will be composed of the following clothing items:  
Hat, Shirt, Trousers/skirt, Tie, Jacket, Winter Jacket (Also, customary ancillary uniform items, such as turtleneck, polo summer shirt, belt, shorts, sweater, baseball cap, and skull cap will be allowed to be worn in the appropriate, authorized color and must adhere to D-DOT's regulations).
- E. During the period from May 1<sup>st</sup> to October 1<sup>st</sup>, the Operators may operate without uniform jackets or sweaters, in short sleeves and uniform shorts. Also, between May 1<sup>st</sup> and October 1<sup>st</sup>, ATU Local 26 baseball caps may be worn as part of the uniform.
- F. A uniform committee will be created consisting of two (2) union representatives and two (2) management representatives from the department to discuss current issues with the uniform and future uniform design and needs

### 45. CASUAL LEAVE, SICKNESS AND ACCIDENT AND EXTENDED DISABILITY INSURANCE

- A. In the event of an unforeseeable illness, Operators shall notify their Station Master one (1) hour before report time. The report may be made by telephone. On the work day following any such absence, the Operator must notify his/her terminal one (1) hour before report time that he/she will be returning to work, otherwise his/her run will be

reassigned for the day. Prior to returning to work for his/her next scheduled run, the Operator shall provide evidence of illness as set forth in Section B.3.d. below. Operators who fail to notify their Station Master of their absence in accordance with this paragraph shall be charged with a “miss”.

B. Casual Leave Days.

1. All Employees who have been on the payroll for the previous six (6) months and who shall have completed three (3) months of continuous service shall be granted seven (7) Casual Leave Days on July 1 of any one fiscal year, provided they are on the payroll on that date. A month of continuous service is a calendar month for which an Employee is paid for a minimum of eighteen (18) days. Any calendar month for which an Employee is not paid for a minimum of eighteen (18) days shall not be counted.

- (a) Employees not on payroll effective July 1<sup>st</sup>:

<b><u>Employees returning to work in the month of</u></b>	<b><u>Days credited after three (3) months of new service</u></b>
July	7
August	6
September – October	5
November – December	4
January – February	3
March	2
April through June	7 days next fiscal year

The exception to the above shall be that no Casual Leave will be credited for the months of May or June.

- (b) New Hires:

<b><u>If an Employee qualifies in the month of</u></b>	<b><u>Days credited after six (6) months on the payroll with three (3) months of continuous service</u></b>
July 1	7
August 1	6
September 1	5
October 1	4
November 1	3
December 1	2
January 1 through March 1	1
April through June	7 days next fiscal year

2. For the purpose of this Section, an Employee shall be considered off the payroll if he/she is fired, quits, engages in a work stoppage, is on a formal leave of absence granted by the Human Resources Department (generally over thirty (30) days), laid off, collecting Extended Disability Benefit Insurance, or retired. An Employee’s payroll status not covered by the above shall be subject to a special

conference. Criteria to be used to determine payroll status will be if the absence of the Employee shall be for more than thirty (30) days.

3. Use of Casual Leave Days.

- a. An Employee may use his/her seven (7) Casual Leave Days for personal or family illness.
- b. An Employee may also use Casual Leave Days to attend to important personal business, such as moving day, wedding day, and closing a mortgage, which cannot reasonably be handled outside working hours, provided he/she arranges with his/her supervisor at least one (1) week in advance. In cases of emergency, however, an Employee may request to use a Casual Leave Day to attend to important personal business with less than twenty-four (24) hour notice.
- c. An Employee's supervisor shall have the right to deny use of casual leave for personal business if the Employee's absence would adversely affect the Department's operation.
- d. In cases of attendance abuse, Management can require employees to provide medical documentation of sick absences and/or require the employee to be medically evaluated by the clinic. By way of illustration; excessive absenteeism prior to or following scheduled days off or patterned absenteeism are examples.
- e. Up to eight (8) hours of Casual Leave may be used in less than four (4) hour increments but not less than one (1) hour increments. Otherwise Casual Leave must be used in not less than half-day increments.

4. Casual Leave Bonus Plan.

- a. All Casual Leave earned under this Section will be paid in cash if not used in the fiscal year in which it is credited.
- b. If no Casual Leave in the complete fiscal year is used, such Employee shall be paid for nine (9) days.
- c. If one Casual Leave Day is used in the complete fiscal year, such Employee will be paid eight (8) days.
- d. Absences of Employees excused for Union business will not be charged to Casual Leave.
- e. Notwithstanding the foregoing, no Casual Leave Bonus will be paid to Employees who have one (1) or more unscheduled absences.

5. No disciplinary action shall be taken as a result of using the seven (7) Casual Leave Days granted under this Section in accordance with the above.

6. No Casual Leave will be paid between June 20 and June 30, at the end of the fiscal year, for the purpose of auditing Casual Leave banks to reimburse Employees for unused Casual Leave.

- C. Sickness and Accident Insurance/Extended Disability Benefit Insurance. The Employer and the Union agree to continue the existing Sickness and Accident Insurance and Extended Disability Benefit Insurance benefit payment and eligibility plan as set forth in the policy currently in effect. This notwithstanding, the employer shall have the right at any time to select the carrier to provide the benefits provided the benefit amount stays the same. In such instances, sixty (60) days written notice will be given to the Union if there are any changes.

Further, the employer and the union agree to edit attachment A&B to eliminate duplication of language. The S&A and the LTD benefit and payments provided by these sections will remain the same.

- D. Effective July 1, 2020 the Casual leave day, Casual Leave day bonus, and Sickness and accident benefits will be discontinued for Bargaining Unit employees. Bargaining unit employee will participate in the General City Sick Leave and accrual benefit. All full-time regular bargaining unit employees shall accumulate sick leave at the rate of eight (8) hours per month, up to a maximum of 96 hours per fiscal year. Unused hours can be carried over, year over year up to a bank max of 300 hours. New hires are not eligible to use sick leave until they have completed three months of continuous service.

The sick time conversion will be calculated in consideration of S&A used in the previous year. Sick Leave will be credited to employees with a maximum of 288 hours in the grandfathered bank.

1. The hours to be credited will be as follows:
  - a. EMPLOYEES HIRED BEFORE JULY 1, 2019
    - a) 192 hours will be credited to the grandfathered bank
    - b) An additional 96 hours will be credited to the grandfathered bank if no S&A time is used from the period of July 1, 2019 to June 30, 2020 to total 288 hours.
  - b. EMPLOYEES HIRED IN 2019
    - a) 96 hours will be credited to the grandfathered bank with 1 year of seniority provided they've worked the 18 service days each month from July 1 2019 – July 1, 2020
2. Bargaining unit employees may utilize up to 40 hours of sick time for departmental/casual leave time. Time not scheduled shall be counted as absences in the attendance procedure.

- a. 24 hours out of the 40 hours that can be used for departmental/casual leave can be used for emergency purposes. These three days will be exempt from counter absences in the attendance guideline procedure.

## 57. DURATION OF THE CONTRACT

It is agreed between the parties that this Agreement will be effective upon the approval of City Council and will continue in full force and effect until 11:59 P.M., June 30, 2023

If either party desires to modify this Agreement, it may give written notice to the other party during the month of March 2023

In the event the parties fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 2023 this Agreement will remain in effect on a day-to-day basis. Either party may terminate the Agreement by giving the other party ten (10) calendar day's written notice on or after June 30, 2023.

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

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### Fare Box Revenue Sharing Incentive

**In the spirit of continuation of the fare box revenue sharing the city will provide annually for the life of this CBA, on the first pay day in September, up to \$750.00 will be paid to all qualified bargaining unit members. This bonus payment is contingent upon Fare Box revenue annually resulting in the established target of the year. If the target is not met a partial payment will be made equivalent to the percentage of the target reached in total revenue. The max payment will be \$750.00 even if the revenue exceeds the target. Qualified bargaining unit members are those who are not probationary and have served at least six (6) months during the fiscal year. The bonus will be paid to active employees who were a member of the bargaining unit on the last day of the fiscal year (June 30) and are still employed by the Detroit Department of Transportation. The annual target will be established by July 1 of the review period**

## APPENDIX A

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

#### **SICKNESS AND ACCIDENT BENEFITS:**

(a) Eligibility for Benefits

- (1) If while insured for these benefits, an employee becomes wholly and continuously disabled as a result of any injury or sickness so as to be prevented thereby from performing any and every duty of their occupation, and during the period of such disability is under treatment therefore by a physician legally licensed to practice medicine, the amount of weekly benefits for which the employee is then insured shall be paid to the employee each week during the period they are so disabled and under such treatment. Notwithstanding the above, Sickness and Accident Benefits shall be payable to an employee who becomes wholly and continuously disabled as a result of undergoing surgery for sterilization purposes, or becomes confined as a registered bed patient in a legally constituted hospital for the purpose of undergoing testing to determine their suitability to be a donor for an organ or tissue transplant and, in either case, is otherwise eligible for such benefits.
- (2) Sickness and Accident Benefits shall not be paid for any day for which an employee receives holiday pay.
- (3) For new hires, preexisting conditions shall not be covered. The Union shall be held harmless by the City in any lawsuit regarding a dispute arising out of preexisting conditions language in the agreement.

(b) Duration and Commencement of Benefits

- (1) Sickness and Accident Benefits shall be payable during total disability for a period not to exceed twenty (20) weeks, for any one continuous period of disability, whether from one or more causes, or for successive periods of disability due to the same or related cause or causes.
- (2) The waiting period for sickness or accident shall be seven (7) calendar days. The waiting period for hospital confinement shall be five (5) calendar days, except when hospital confinement extends five (5) days or more, then benefits shall begin with the first day of hospitalization.

(c) Basis for Daily Benefit Payments

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

(d) Benefits for More Than One Absence

- (1) If an employee returns to work after receiving Sickness and Accident Benefits for less than twenty (20) weeks and is again absent within three (3) months for the same reason or some disability related to it, there is no waiting period for the rest of the twenty (20) weeks' period, if the employee is disabled that long.
- (2) If the second absence results from a different kind of sickness or injury, the first absence does not affect any possible future benefits. If there are three (3) months or more between two (2) periods of disability, and the employee worked two hundred (200) hours during the intervening period, the second period of disability shall not be considered as being due to the same or related cause of causes as the first disability.

(e) Occupational Disabilities

- (1) Benefits payable for any period shall be reduced by any payments for time lost from work in that period to which the employee is entitled under any Workers' Compensation Law or Act or any Occupational Disease Law or Act.
- (2) No deduction shall be made for any payments under such laws specifically for hospitalization or medical expense, or specific allowances for loss, or 100% loss of use, of member or disfigurements.

(f) Unemployment Compensation

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

(g) Notice and Proof of Claim

- (1) Written notice of injury or sickness in the form of written statement from a physician legally licensed to practice medicine must be received by the insurance company or the Payroll Office of the employer within ten (10) calendar days after the date of the accident causing such injury or the commencement of disability resulting from such sickness. If such written statement is not received within the initial ten (10) day period, no benefits shall be payable prior to the date such statement is received. Proof of such injury or sickness must be furnished to the insurance company within sixty (60) days after the commencement of disability for an employee to be eligible for Sickness and Accident Benefits.
- (2) The insurance company shall have the right to have such medical examinations of an employee who is eligible to receive Sickness and Accident Benefits, as it may reasonably require, made by a physician or physicians designated by it.
- (3) No legal action shall be brought by an employee to recover from the insurance company prior to the expiration of 60 days after proof of claim has been filed in accordance with the requirements of the Plan, nor shall such action be brought at

all unless brought within three (3) years from the expiration of the time within which proof of claim is required by the Plan.

(h) Payment of Claim

- (1) Subject to due proof of claim, the weekly benefits will be paid to the employee each week during any period of disability for which such benefits are payable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof.
- (2) If disability is due to or accompanied by mental incapacity, all or any part of such weekly benefits, may, at the option of the insurance company, be paid to the beneficiary of record of the employee or to any other person or institution then in the judgment of the insurance company contributing toward or providing for the care or maintenance of the employee.

(i) Benefit for Chemical Dependency

- (1) Employees who have met the requirements to receive Sickness and Accident benefits and who have been referred for treatment or have voluntarily presented themselves for treatment for chemical dependency shall receive Sickness and Accident benefits for the initial inpatient treatment program followed up by enrollment in an ongoing outpatient treatment program. Benefits will be paid upon verification from a licensed physician or proof of admission in a medical facility. Monthly progress reports will be required every thirty (30) days confirming that each scheduled appointment has been kept, that the employee is adhering to all prescriptions and proscriptions as instructed and is remaining substance free. If or when treatment is discontinued, the Department must be notified. No additional benefits will be paid for any absence that may occur within a twelve-month period that is related to the chemical dependency.
- (2) Following hospitalization and during outpatient treatment, the employee will be held to the same standards of attendance and performance as other employees. Repetition of the behavior that led to the initial treatment will be regarded as a violation of Department policy regarding chemical dependency treatment and chemical dependency will not be regarded a mitigating circumstance if discipline is indicated and such employees shall be ineligible for Sickness & Accident Benefits for any illness or disability related to chemical dependency for twelve (12) months after return to work.
- (3) Such employees who fail to submit themselves for prescribed treatment by licensed physician and prescribed out-patient treatment or follow-up will be ineligible for Sickness & Accident Benefits.

## APPENDIX B

### LONG TERM DISABILITY

#### I. TABLE OF BENEFITS

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

Elimination Periods:

An employee shall not be eligible for Long Term Disability Benefits until after

- 1.
2. The twenty (20) weeks of sick time has been exhausted
3. The total accumulated number of days an employee is eligible to receive casual leave days, casual leave time and swing holidays and vacation days under plans sponsored by the employer.

Maximum Benefit Period:

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

In no event shall benefits be paid after the date the employee accepts employment in any capacity with any employer or occupation for remuneration or profit.

Benefit Class  
All bargaining unit employees

Employees Monthly Benefit Amount  
An amount equal to 50% of the employee's monthly earnings rounded to the nearest multiple of a dollar.

#### II. DEFINITIONS

In the Plan,

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

### **III. MISCELLANEOUS PROVISIONS**

In the Plan,

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

### **IV. TERMINATION OF AN EMPLOYEE'S COVERAGE**

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

1. The date of termination of the Plan, or
2. The date of termination of service with the Employer, or

3. In respect of:

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

**V. EXTENDED BENEFITS AFTER TERMINATION OF THE PLAN**

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

**VI. QUALIFICATION FOR BENEFITS**

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

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

It is hereby provided that:

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

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

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

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

For the purposes of the Plan,

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

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

- (a) The date on which the employee is able to perform their regular occupation on a full-time basis, or
  - (b) The date which is 24 months after the end of the Elimination Period.
5. "Amount of Indemnity" means an employee's Basic Monthly Benefit Amount in accordance with the TABLE OF BENEFITS.
  6. "Period of Disability" means that period which commences with the date the employee is first absent from work as a result of Total Disability and which continues for at least the number of consecutive days of the Elimination Period (stated in the TABLE OF BENEFITS).

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

- (a). When the later disability is due to causes wholly different from those of the prior disability and the employee works, excluding service during a Rehabilitation Program, 200 hours or more in the 3 month period immediately following their return to work, or
- (b). When the later disability is due in whole or in part to causes related to those of the prior disability and the employee completes at least 3 months of continuous

- service, excluding service during a Rehabilitation Program, before commencement of the later disability, or
- (c). When the later disability, regardless of cause, commences more than 2 weeks after the date the employee's benefits under this Plan were terminated and the employee has not returned to work.
7. "Regular Occupation" means the duties equal or similar to those duties performed by the employee in the classification in which they have seniority immediately prior to the commencement of a Period of Disability.
8. "Physician" means
- (a). A duly qualified physician who is legally licensed to practice medicine or osteopathy, or
- (b). To the extent that this contract provides coverage for services they are licensed to perform, any other practitioner of the healing arts who performs a service within the scope of their license and for whom the law of the applicable State requires that such service be covered.
9. "Hospital" means an institution which
- (a). Is legally constituted as a hospital,
- (b). is open at all times,
- (c). is operated primarily for the care of sick and injured persons as inpatients,
- (d). has a staff of one or more licensed physicians available at all times,
- (e). continuously provides twenty-four (24) hour nursing services by graduate registered nurses,
- (f). provides organized facilities for diagnosis, and
- (g). is not primarily a clinic, nursing, rest or convalescent home or similar establishment, nor other than incidentally a place for drug addicts.

## **VII. AMOUNT PAYABLE**

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

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

For the purposes of this Section,

- (a) An employee shall be deemed to be entitled to benefits under the Social Security Act of the United States whether or not he is actually so entitled, unless satisfactory evidence is submitted to the Employer indicating that such benefits were applied for and denied.

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

It is hereby provided that:

(A) In determining the amount by which the employee's Amount of Indemnity is reduced:

- (1) The monthly equivalent of benefits paid on weekly basis shall be computed by multiplying the weekly benefit rate by 4.33.
- (2) Lump sum settlements under Workers' Compensation, No-Fault or similar law shall result in reductions in the Basic Monthly Benefit equal to the monthly amount of the benefit to which an employee would have been entitled had there been no lump sum settlement, but not to exceed the total amount of the settlement.

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

Should the cessation of disability, termination of the plan, the ineligibility of the employee for future benefits or any other factor cause there to have been

an overpayment, the employer shall be entitled to reimbursement from the employee.

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

#### VIII. **BENEFIT LIMITATIONS**

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

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

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

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Special Conference

Special Conferences for important matters including problems of health and safety and periodic discussions of substantial issues which are of concern to Union members may be arranged for a mutually agreeable date and time between the Union President and the Department Head or his/her designated representative upon the request of either party. Either party may request the presence of a representative from Labor Relations or city official to hear and attempt resolution. The department will compensate up to four (4) members from the union to attend.

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

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Re: Loaders

In the event that any known overtime becomes available, the Department agrees to notify the Union president and Vice President



**Human Resources**  
LABOR RELATIONS

Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 332  
Detroit, Michigan 48226

Phone 313•224•3860  
Fax 313•224•0738  
www.detroitmi.gov

Date: February 26, 2019  
To: Fred Westbrook, President  
Amalgamated Transit Union, Local 26

From: Hakim W. Berry, Chief Negotiator  
City of Detroit – Labor Relations Division

Re: **Route Instructor Selection Process**

Dear Mr. Westbrook,

During the course of the negotiations, the union raised questions as to how route instructors have been historically selected by management. Management reserves the right to select employees for this position as well as to decide the amount of instructors needed. To ensure this bargaining unit that there is no favoritism in the selection of route instructors the following is always considered by management when canvassing for instructors.

**QUALIFICATIONS**

1. To qualify as a TEO Route Instructor, you must have at least five years of seniority.
2. Must attend and successfully complete a training class.
3. Must be knowledgeable of DDOT Rules and Regulations.
4. Must have a satisfactory work record as follows:
  - a. Attendance Procedure: Remaining below a written warning
  - b. Suspension(s): No suspension(s) within the previous fourteen (14) months.
  - c. Accident(s): Zero (0) preventable accidents within the previous twelve (12) months.
5. Must be in compliance to the DDOT uniform policy.
6. Must be able to demonstrate good defensive driving skills.
7. Must be willing to instruct all trainees in accordance with provided guidelines.

**SELECTION PROCESS**

1. Management will establish a pool of TEO Route Instructors
2. A canvass including the number of Route Instructors needed will be posted in each terminal.
3. TEO's that meet the above criteria will be selected as route instructors based on seniority and ability.
4. The qualifications of those that sign up will be verified.
5. Eligible TEO's will be selected by highest seniority. TEO's on the list will be rotated quarterly.
6. A list of TEO's selected for route instructor will be provided to the union.

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

JOINT PROGRAMS

The City and Union agrees that employee input is essential for continuous improvement. Therefore, the City commits to provide a forum for employees to bring forth ideas to improve operational efficiency, potential cost savings and any other union or employee concerns related to department operations. It is the intent of the parties to jointly evaluate continuous improvement, employee assistance as well as safety review.

Employee Assistance Committee:

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The Department and the Union recognize that personal problems of Employees may adversely affect their on-the-job performance and that it is therefore in the best interest of the Department and the Union to assist Employees with their personal problems to the extent feasible and to the extent that it does not adversely affect the provision of public service. Once per month one (1) management representative from each division and up to three (3) union representatives from each active terminal in addition to the President or his designee shall attend a meeting to discuss these matters. The committee may invite representatives from the EAP services to discuss or update on current trends and course of treatment

~~The Vice President, three (3) Executive Board Members, and one (1) Steward from each operating terminal shall be members of this Committee. The Union may also appoint three (3) additional members who must be acceptable to the Employee Assistance Committee. Once per month, members of the Committee shall be excused from work without loss of time or pay to attend the meetings of the Committee.~~

Safety Committee:

An Operator who has complaints or concerns about matters regarding safety has an initial responsibility to report those complaints or concerns to his/her supervisor.

Each active terminal shall have a Safety Committee consisting of the three (3) Union Representatives and ~~the Board Member, Steward,~~ Union Safety Representative (or alternate), District Superintendent (or representative) and the Auto Repair Superintendent (or representative). The Safety Committee at each terminal shall meet on a monthly basis to discuss and resolve health and safety concerns. The Departmental Safety Representative may participate in these monthly terminal meetings on a day that doesn't adversely impact service. Members of the Terminal Safety Committee will be excused from work without loss of time to participate in monthly terminal safety meetings. The

Union Safety Representative or alternate will be excused from work without loss of time to attend Departmental Safety meetings.

The Safety Committee at each terminal shall participate in monthly safety inspections which involve checking the interior and exterior of coaches for safety features and checking the terminals and garages for safety violations. The date of the terminal safety inspections will be determined by the Departmental Safety Representative. Members of the Terminal Safety Committee will be excused from work without loss of time to participate in monthly inspections. **It is desired that the inspection will occur on the same day of the meeting, however this decision will be based on meeting service requirements.**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**CITY OF DETROIT**  
**DEPARTMENT OF TRANSPORTATION**  
**AND**

**LOCAL 26, AMALGAMATED TRANSIT UNION, AFL-CIO**

**Re: Attendance Guidelines**

Throughout the course of this negotiation, the focus has been to ensure that DDOT continues to provide the public with transportation service that is the hallmark © of the industry. It is our collective goal to ensure that each rider experiences a reliable, clean and safe coach that is on time and provides a safe transport to their destination.

Understanding that proper staffing is a key component in accomplishing this goal, we mutually agree that absenteeism impacts negatively on the service and imposes a burden on the employees who are at work. Unplanned absences in excess has a direct impact on the public who rely on our services to get them safely to their destination.

With this stated, This Attendance Guidelines is intended to encourage “presenteeism” so that consistent staffing is achieved and shall be implemented as follows:

Effective July 1, 2019:

- I. All Supervisors shall maintain accurate attendance records and ensure that proper coding is placed in the time-keeping systems.
- II. Each Month, a report will be generated that publishes the hours of each employee for the past rolling 12 months.
- III. Employees who incur non-planned time off shall be addressed in accordance with the program. Upon 24 hours of lost time, employees will be forewarned and reminded of the importance of not only reporting to work but on time, as riders are heavily depended upon them to get them to their destination.
- IV. At step 2 employees who continue to miss unscheduled time off, and has incur 40 or more hours of un-excused time off shall receive a Written Warning. Continued unexcused time off, as outlined below, will result additional progressive levels of discipline.
  - a. Un-excused time off is defined as unapproved, non FMLA time off, irrespective of any banked time used for compensation
  - b. Step 2, Written Warning and conference is designed for the Operator and Supervisor to review the attendance record for accuracy.
  - c. The thresholds are as follows, on a rolling 12 month:

<u>Hours</u>	<u>Step</u>	<u>Assessment</u>
<u>0 – 23</u>	<u>No Step</u>	<u>No Action</u>
<u>24 hours</u>	<u>Step 1</u>	<u>Oral Reminder Letter</u>

<u>48 hours</u>	<u>Step 2</u>	<u>Attendance Review with supervisor and Union steward, and issued a Written Warning</u>
<u>56 Hours</u>	<u>Step 3</u>	<u>3- day suspension (non-working)</u>
<u>64 Hours</u>	<u>Step 4</u>	<u>14 - day suspension</u>
<u>82 Hours</u>	<u>Step 5</u>	<u>29 - day suspension and last chance agreement</u>
<u>90 Hours</u>	<u>Step 6</u>	<u>Termination</u>

- d. Two tardies per month shall count as one absence
- e. All hours are cumulative in a rolling 12 months. Each time an employee triggers a step, a review of the past 12 months will occur and the appropriate discipline will be issued.
- f. Oral Reminders are not required prior to receiving a Written Warning if the employee has accumulated 48 hours of time off prior to being issued the Oral Reminder.