

2024 - 2028 LABOR AGREEMENT
BETWEEN THE
CITY OF DETROIT
AFSCME 925 NON-SUPERVISORY
SUMMARY OF CHANGES

Article 1 Purpose and Intent

- ◆ Modified language for clarity regarding primary objective of the Agreement and its pursuit.

Article 2 Union Recognition

- ◆ Modified section B and C language for clarity.

Article 3 Management Rights and Obligations

- ◆ Updated section 11 reference to Universal Work Rules to City of Detroit Corrective Action Guidelines and Attendance Policy.

Article 4 City and Union Rights and Obligations

- ◆ Added language in section A that union will have one working day to provide an employee with representation. If the union fails to respond, attend or seek extension, the City may proceed with any scheduled meeting or disciplinary action.
- ◆ Updated language for clarity.

Article 5 Union Orientation

- ◆ Updated section A regarding providing new hire list to the union in compliance with PERA.
- ◆ Updated Section B language that Union officials will be provided half hour for union orientation at a location determined by LR and a time mutually agreed between the parties.
- ◆ Updated Section C for clarity.

Article 7 Union Representation and President Release Time

- ◆ Updated clarifying language recognizing a balanced representation system to determine number of union representatives needed.
- ◆ No more than One Union President shall be allowed in a department.
- ◆ For all of AFCME 925, there shall be no more than a total of five full time release Presidents and if applicable three part – time release Presidents.
- ◆ Presidents must represent all classifications within their locals across all City Departments.
- ◆ Employee must pass probation in their current Job Title to be eligible for release time.
- ◆ In Locals that have less than 149 members, the President shall be considered a working President.
- ◆ In Locals with 150-199 members, the President shall be considered part-time release for 20 hours in a week. Part Time release Presidents may be eligible for OT. Part Time release Presidents remain closed for life of this agreement.

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- ◆ In Locals with 200 or more members, the President shall be considered full time release. 40 hours per week. They shall not be entitled to OT unless specifically requested to work OT by the department.
- ◆ Added language regarding availability, substitute, time sheet submission, provide contact phone numbers, advance notice for substitution.
- ◆ Added language that this article extinguishes any and all MOUs, supplementals or side letters predating the effective date of this contract also as referenced in Article 1, Purpose and Intent.

Article 8 Grievance and Arbitration Procedures

- ◆ Updated language that clearly defines each step of the grievance process and its intent.
- ◆ Section A Exclusive Remedy. The grievance procedure will be exclusive remedy for all members of the BU.
- ◆ Section B. Timely Filing.
- ◆ Section C. Document Exchange.
- ◆ Section D. Binding Resolution.
- ◆ Section E. Limitations on Back Wages.
- ◆ Section J Grievance Steps.
 - At 3rd Step Grievant will not be present.
 - Arbitration. Union shall not file a notice of intent to arbitrate before the step 3 meeting has been completed or before the 30 working days allotted for issuing the Step 3 response has expired.
 - Any claim regarding whether the City or the Union acted within the required time frame must be resolved by the arbitrator before the hearing on the merits can proceed.

Article 10 Special Conference

- ◆ Updated language clarifying that Special Conferences are reserved for subjects that require clarification of contractual language or issues that cannot be resolved by the parties such as Health and Safety, periodic discussions of substantial issues which are of concern to the union members.
- ◆ Added language that one week prior to the meeting the requesting party shall provide an agenda for all issues to be discussed.

Article 12 Seniority

- ◆ Removed outdated language regarding Federal Equal Opportunity Act (FEOA)
- ◆ Modified section F clarifying language regarding Union advocacy for probationary employees.
- ◆ Added language in compliance with PERA to provide quarterly Seniority Lists to the Union.

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- ◆ Removed language regarding providing seniority lists to the union on outdated media.

Article 13 Seniority of Union Representatives

- ◆ Updated Article number in reference to Overtime to 32.

Article 14 Reductions in Force, Lay Off, Demotion, and Recall

- ◆ Updated section A notice of the Union to thirty (30) days as opposed to fourteen (14).
- ◆ Modified section C (1) with clear language referring to seniority of employees in unit-wide displacement.
- ◆ Updated section D regarding recall to the classification in same occupational series from three (3) years to one (1) year.
- ◆ Updated section G language regarding bumping rights, employees must have service in the prior year (1) as opposed to prior three (3) years.

Article 15 Transfers and Promotions

- ◆ Added language in section A for transfers and promotions will occur without loss of seniority.
- ◆ Added language in section B that a probationary employee shall have the opportunity within 45 days to revert to their former classification provided notice is given to the supervisor at least 5 working days prior to reversion.
- ◆ Added language in section C regarding reverting those employees who do not pass probation to their last classification in which they held permanent status. The union president will be provided with the notice and reason for the employee reversion.

Article 16 Contractual Work

- ◆ Updated City Code.
- ◆ Added language that the City has unrestricted right to contract or subcontract work with third parties, which will not be used to undermine the Union or Discriminate against its members. The City maintains the right to contract out work for legitimate business reasons. The City maintains the right to contract out work for legitimate business reasons. The City is only obligated to provide overtime opportunities to seniority employees who possess the necessary qualifications to perform the work. The determinations of those qualifications rests solely with the City. Nothing in this article shall limit the City's ability to contract with third parties to ensure timely service for its citizens.

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Article 18 Leave of Absence

- ◆ Modified Section B language on City Leave of Absence approval authority rests with Human Resources.
- ◆ Modified Section C Union leave of Absence.

Article 20 Strikes and Lockouts

- ◆ Updated with clarifying language that employees covered by the agreement shall not engage in strike, work stoppage, slowdown, sit down, stay-in, coordinated absences or withholding services. The union agrees that neither it or its officers will call, institute, authorize, participate in, sanction, ratify, or encourage any such activity.

Article 22 Employee Assistance Program

- ◆ Modified inclusive and clarifying language.

Article 23 Career Development and Training

- ◆ Removed outdated reference to Detroit Resource Management System (DRMS) in section D.

Article 24 Non-Discrimination

- ◆ Changed title of the article.
- ◆ Modified language for clarity.
- ◆ Changed Article titles from EEO and Affirmative Action Statement to Non-Discrimination.

Article 25 Defense and Indemnification of Employees

- ◆ Updated Detroit City Code 35-2-101.

Article 26 Confidential Employees

- ◆ Removed reference to Appendix C.

Article 29 Funeral Leave

- ◆ Updated section A. Funeral leave shall be limited to a fourteen-day period beginning the day of funeral, not required to be taken consecutively.
- ◆ Added language that in extenuating circumstances the department head has the discretion to accommodate the needs of the employee for granting funeral leave for an immediate family member or relative.

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Article 30 Sick Leave

- ◆ Removed outdated references.

Article 31 Work Week, Work Day, Shift Premium

- ◆ Removed outdated references.
- ◆ Increased shift premium afternoon shift 50¢ and Night shift 75¢
- ◆ Updated City code.
- ◆ Added language in section F that Supervisors shall not perform work normally performed by BU employees except in emergencies, for purpose of instruction or training or testing new equipment.

Article 32 Overtime

- ◆ Deleted Union stewards super seniority language.
- ◆ Updated City code.

Article 33 Holidays and Excused Time Off

- ◆ Added Juneteenth to excused holidays.

Article 34 Unused Sick Leave on Retirement

- ◆ Updated reference to Sick Leave article.

Article 35 Vacations

- ◆ Added the years of service time required and paid hours required to earn vacation days.
- ◆ Changed the vacation schedule to allow employees to accrue vacation days quicker beginning in year 2 through year 11.
- ◆ At 11 years of service or more, employees earn the maximum of 20 vacation days per year.
- ◆ Added language to clarify that vacation accruals over 160 hours must be used by September 30th of each year or forfeited.
- ◆ Added language that on July 1, 16 hours of vacation time will be converted to Compensatory time.

Article 36 Temporary Assignment

- ◆ Updated clarifying language.

Article 37 Jury Duty

- ◆ Updated clarifying language.
- ◆ Deleted language on Jury Duty pay deduction.

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Article 38 Hospitalization

- ◆ Added language in Section B for New Hire Health Insurance Coverage starting 30 days after hire date.

Article 40 Death Benefits

- ◆ Changed Article title to Death Benefits from Death Benefits and Life Insurance
Updated City Code citations.

Article 41 Wages

- ◆ Effective upon ratification of the agreement, and approval by City Council, certain classifications in the bargaining unit shall transition to Step Code "D" in accordance with attached wage schedule.
- ◆ **Effective upon ratification of the agreement, and approval by City Council, former SAAA and APTE represented employees who are now in AFSCME NS will receive Merit Increase based on their rating for 2024-2025.**
- ◆ Added language on Performance review process and Merit Increase for duration of the contract.
- ◆ Step Increases: Employees in their respective step codes will be eligible for step increases during the term of this agreement as set forth in attached wage schedule, provided that the employee meets minimum performance standards for their jobs.

Annual Increases:

Effective July 1, 2024	2.0%
Effective July 1, 2025	2.0%
Effective July 1, 2026	2.0%
Effective July 1, 2027	2.0%

Market Rate Adjustment:

- ◆ Effective upon the Union ratification and City Council approval, **Certain Classifications that receive an adjustment in accordance with attached Wage schedule.**
- ◆ Effective upon the Union ratification and City Council approval, GAM classifications Fire Apparatus (723137), GSD (723138) and DDOT (723139) with 5 years of more of service will receive a one-time service recognition adjustment of \$1.25 per hour added to their adjusted rate.

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Article 42 Clothing and Uniform Allowances

- ◆ Increased clothing allowance to \$200.

Article 43 Private Car Mileage Reimbursement

- ◆ Updated Section C language defining the time allowed for servicing and repairs of automobile breakdown during regular working hours will be determined by departmental policies.

Article 44 Long Term Disability Benefits (Income Protection Plan)

- ◆ Updated language that City will meet with the Union to explain any changes to the benefit.

Article 45 Retirement Benefits

- ◆ Updated language that the union may request to open this provision of the agreement to bargain after April 1, 2026.

Article 46 Protection Clause

- ◆ Deleted article.

Article 47 Modification and Duration

- ◆ Contract expires 11:59 P.M., June 30, 2028.

New Article Mediation Process

- ◆ New agreement to submit certain disputes to an abbreviated binding mediation procedure in lieu of arbitration. The article includes specifics on type of grievances, arbitrator and presentation at hearing.

New Article Alternative Work Schedule

- ◆ New agreement regarding non-standard work schedules. Employees paid time off, earning and using vacation, sick time shall be in a manner that corresponds to their specific assigned work schedule.

MOU Earned Sick Time Act (ESTA)

- ◆ MOU that the City recognizes and complies with ESTA.
- ◆ Effective immediately BU employees shall receive paid sick time in accordance with ESTA minimum requirements.
- ◆ MOU in effect until expiration of current CBA or mutual agreement by the parties.

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Letter of Understanding VEBA

- ◆ Added letter detailing the terms of the retiree medical benefits; referred to as the VEBA. Allowed the union to request to open discussion of this letter after April 1, 2026.

MOU Supplementals

- ◆ Parties will negotiate supplemental agreements for those locals listed in the MOU.

MOU Local 1227 Newly Accreted Titles (Former APCI)

- ◆ Deleted.

MOU Special Adjustment Asphalt Finisher, Street Maintenance Worker, Street Maintenance Helper and Laborer

- ◆ Deleted.

MOU Tool Allowance

- ◆ Increased to \$275 annually for listed classifications in the MOU.

MOU Wage Differential for Skilled Trades and Attendance Incentive Bonus at DDOT

- ◆ Attendance Incentive Bonus will be negotiated in Supplemental Agreements for AFSCME Locals 312 and 214.
- ◆ Parties will negotiate supplemental agreements for those locals listed in the MOU.

MOU Skills and Experience Assessment Methodology and New GAM Tier II

- ◆ New MOU that the parties agree to meet and bargain over the methodology and evaluation procedures for the skills and experience assessment.

MOU Wage Equity adjustment for Full Time Release Presidents

- ◆ MOU for FT release Presidents whose members are on Step Code D to receive a merit increase of 2% or the merit distribution amount based on the City Budget allocation and at management discretion effective on October 1st each year for the life of the contract.