

6/30/92

SUPPLEMENTAL AGREEMENT

*of the master AFSCME.  
agreement which expired  
6/30/92*

BETWEEN

CITY OF DETROIT  
DEPARTMENT OF TRANSPORTATION

AND

LOCAL 312  
MICHIGAN COUNCIL #25

OF THE

AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES

AFL-CIO

1989-92

*Detroit, City of*

**Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY**

DEPARTMENT OF TRANSPORTATION  
LOCAL 312 AFSCME  
SUPPLEMENTAL AGREEMENT

TABLE OF CONTENTS

<u>Article #</u>		<u>Page #</u>
1	AGREEMENT	1
2	Purpose and Intent	1
3	Union Representation	1
4	Grievance Procedure	5
5	Bulletin Boards	6
6	Notice to the Union	7
7	Work Day and Work Week	9
8	Work Schedules and Work Selection	11
9	Overtime	15
10	Vacations	19
11	Holidays	22
12	Sick Leave	23
13	Miscellaneous Allowances	24
14	Promotions - Transfers	31
15	Dual Status/Relief Status/Out-of-Class Status	31
16	Maintenance Seniority	32
17	Injured or Disabled Employees	33
18	Hospitalization Insurance	34
19	First Aid Office	34
20	Garage Closing Procedure	34
21	Reclassification	35
22	Transfer Procedure	36
23	Wage and Salary Increments	38
24	Break-In Period	38
25	Sick Leave, Casual Leave, Sickness and Accident Insurance and Extended Disability Insurance	39
26	Duration of Agreement	54
	Signature Page	54
	 MEMORANDUM OF UNDERSTANDING	
	RE: Special Rules Regarding Sickness and Accident Benefits	55
	RE: Inspection Team Schedules	56
	RE: Labor/Management Committee	57
	RE: Weekend Scheduling	58

## 1. AGREEMENT

This Supplemental Agreement is mutually entered into between the City of Detroit Department of Transportation and Local 312 Department of Transportation Unit of Michigan Council #25 of the American Federation of State, County and Municipal Employees.

Hereinafter for brevity and reference only, the Department of Transportation of the City of Detroit shall be referred to as the Employer and Local 312 Michigan Council 25, American Federation of State, County and Municipal Employees shall be referred to as the Union.

## 2. PURPOSE AND INTENT

The purpose and intent of this Agreement is to define those matters and working conditions which are not covered by the Master Agreement which are peculiar to the Department of Transportation and the bargaining unit represented by Local 312 AFSCME therein.

## 3. UNION REPRESENTATION

- A. Contacts with employees on the property by the Grievance Committee will be authorized after proper clearance with the Supervisor in charge. Contacts with or visitations to the various properties by other Union Officers are not to be made without specific authorization of the Supervisor in charge of the work location.
- B. All employees shall, while serving as elected Union Officers in any of the following capacities, be given super-seniority insofar as location, shift and vacation picks over all other employees in the same job classes who are under Local 312 Union Representation: President, Vice-President, Recording Secretary, Secretary-Treasurer, Grievance Committee, Three (3) Executive Board Members-at-Large, Sergeant-at-Arms, all Stewards and Chief Stewards.

These elected Union Officers shall also be given super-seniority in the event of a layoff or demotions as a result of reductions in force as long as there is:

- 1. Work in their classification in the Department which they can perform.

2. Work in any lower classification in their series.
3. Work in a classification which they formerly held within the bargaining unit.
4. Work in a lesser class in the bargaining unit for which they can qualify.
5. If laid-off shall be recalled whenever there is work in any such class in the Department.

Layoffs and demotions resulting from this procedure shall apply as long as no employee outside the Local 312 AFSCME jurisdiction is affected.

- C. In the assignment of service calls, Union Stewards or Chief Stewards shall not be sent on a service call if another employee within the classification is available in the work unit at the time.
- D. Department agrees to pay the President and three (3) representatives from Local 312 for scheduled working time lost in supplemental contract negotiations.
- E. Two (2) members of the bargaining unit, certified by the Union as full-time Grievance Committee members, will be paid forty (40) hours per week at the appropriate straight time rate in the Civil Service classification in which they hold permanent status for the purpose of handling grievances at the Division Head level and above, and to handle other union and Union-Department business throughout the Department.
- F. Substitute Grievance Committee members may be appointed by the Union during the absence of regular committee members. When such absence is for S&A, Vacation, and/or approved Sick Leave, substitute Grievance Committee members will be paid by the Department.

When such absences are for Union Business, the substitute Grievance Committee members will be paid their regular wages and the Union will reimburse D.O.T. for the gross amount of those wages.

When such absences are requested by the Department and previously approved by the Department, the substitute Grievance Committee member will be paid by the Department.

- G. Employees may be granted leaves of absence in accordance with Article 22, Section C, of the Master Agreement. Upon termination of such leave, the employee will be returned to their former location and shift. If location and shift are no longer available, the employee will be allowed to select a job wherever their appropriate seniority permits. Upon request by the Union, other members of the Union may be granted time off without pay to conduct Union Business. Employees may be granted time off with pay to conduct Union-Department business or other business in which the Department has an interest.
- H. The President and two (2) members of the Union, who are elected as delegates to State and National Union Conventions, will be allowed time off without loss of pay to attend such conventions.

If a certified Grievance Committee member is elected a delegate to State and National Union Conventions in accordance with Article 23, Paragraph C, of the Master Agreement, the substitute Grievance Committee member will be paid by the Department.

- I. A Steward or Chief Steward or their alternates after reporting to their immediate supervisor and advising them of the nature of the matter, will be permitted to leave their work to adjust the grievance or to conduct the following Union matters: using the telephone, posting Union notices on the bulletin board and official Union-Management business.
- J. Stewards and Chief Stewards shall also report to their respective supervisors immediately after conducting Union Business as outlined in Paragraph I (above) and they shall then return to their assignment.
- K. When two (2) or more employees are needed for overtime work in the shop area or in Plant Maintenance, one (1) of them must be the Steward or Chief Steward, as long

as the work to be performed on overtime is in the Steward's or Chief Steward's classification.

- L. When an employee is excused on Union Business, paid their regular wages and the Department is reimbursed by the Union for their gross wages, the lost time will be considered as time worked.
- M. There will be one (1) Chief Steward with the following jurisdictions:
  - 1. Each Service Garage
  - 2. Plant Maintenance
  - 3. Material Management
  - 4. Plant Protection
  - 5. Stores Loading Dock
  - 6. Unit Repair
  - 7. Body Shop, Paint Shop and Upholstery
  - 8. Heavy Repair

The Steward's structure will remain as is. Should changes in the Departmental or Union organization indicate the need for changes, such changes will be mutually agreed upon between the Department and the Union.

- N. One (1) representative of Local 312 will be allowed time off without loss of pay during scheduled working hours to attend meetings of the Department City Comprehensive Employee Assistance Program or Substance Abuse Programs.
- O. Classifications represented by Local 312 AFSCME Bargaining Unit as of July 1, 1989, will continue under their jurisdiction for the duration of this supplemental agreement.

- P. The President and Grievance Committee members will be scheduled to work, as such, on a sixth or seventh day, holiday or excused time day when the Heavy Repair and Unit Repair Shops are scheduled to work full crews or when fifty percent (50%) or more of the total work force is scheduled at those times.
- Q. The President and Grievance Committee members may perform work, on an overtime basis, in the classification in which they hold permanent status under the following conditions:
1. The Division Head must schedule the Union Representative to work and indicate in a written communication to that Union representative and to the D.O.T. Personnel Director what work is to be performed, the date, time and location.
  2. The Division Head must make a written request to the D.O.T. Personnel Director for payment.
  3. Union representatives shall have no authority to schedule themselves for work for which they will be paid by D.O.T. on any holiday, excused time day or for any overtime.
  4. When working overtime under the above circumstances, the Union President and Grievance Committee are working as employees in their Civil Service classification and will not be paid overtime for handling Union or Union/Management business. Any disputes or other matters which may arise are to be handled by the Steward on the shift at that work location.

#### 4. GRIEVANCE PROCEDURE

- A. The Department of Transportation will instruct all supervisors to become familiar with, and to adhere to the Grievance Procedure in accordance with Article 8 of the Master Agreement.

- B. Any grievance not answered within the time limit may be considered as denied. The Union has the option of appealing that grievance to the next step.
- C. A penalty which involves suspension or dismissal may be appealed to the Director of Transportation or their designated representative. When a grievance is filed and a copy filed with the Director's office within three (3) days of the notice of suspension being issued, no penalty will be imposed until the Director of Transportation or their designated representative shall have responded in writing to the appeal. The exception to their provision shall be suspensions which are given immediate effect, emergencies, serious causes or pending dismissals.

The grievant shall have the privilege to be present at the hearing at the Director of Transportation level.

- D. The Chief Steward, without loss of time or pay, will be granted time to submit and review the grievance with the Grievance Committee.
- E. All written grievances will be submitted by the Local 312 Grievance Committee to the Division Head or their designated representative.
- F. The Division Head or their designated representative shall meet with the Local 312 Grievance Committee to discuss the grievance within five (5) working days after the receipt of the written grievance.
- G. The Appeal and Review Board shall consist of the Local 312 President, the Local 312 Grievance Committee, and representatives of Michigan Council #25, not to exceed four (4) people and representatives of the City, not to exceed four (4) people.

#### 5. BULLETIN BOARDS

- A. The Union bulletin boards shall be used in accordance with Article 37 of the Master Agreement.



- B. One (1) bulletin board (28" wide by 40" high) with glass doors and lock shall be installed within ninety (90) days of the signing of this agreement at each of the following locations:

Gilbert Garage	Heavy Repair
Coolidge Garage	Body Shop
Shoemaker Garage	Material Management Procurement Office
Plant Maintenance	Material Management Central Stores
Upholstery Shop	Unit Repair
Shoemaker Rehabilitation Center	

- C. All bulletins posted on Local 312 bulletin boards must be approved by the Union President prior to being posted.

6. NOTICE TO THE UNION

- A. The Union shall be given the following notices in writing:

PROMOTIONS	5 days
TRANSFERS	5 days
SCHEDULE CHANGES	5 days (except emergencies)
SUSPENSIONS	5 days (except emergencies serious causes and pending discharge)
DISCHARGE	5 days
DEMOTIONS	5 days

TRAINING OR INSTRUCTION CLASSES	10 days
VACANCIES TO BE FILLED	10 days
LAYOFF	10 days (except city-wide displacement)

The effective date of any of the above items may be delayed by mutual agreement of the Union and the Department.

- B. No employee shall be suspended or discharged without a hearing, except where the cause for suspension is so serious in nature that the employee is required to immediately cease work. In such event, the Union will be notified forthwith and a hearing will be held promptly at the request of the Union. The suspended employee will be allowed to discuss their suspension with their Union representatives and the employer will make available an area where they may do so before they are required to leave the property, provided, their Union representative is present or can be immediately available. The employer or their designated representative will discuss the suspension with the employee and Union representative upon request.
- C. Should an employee be suspended or discharged and it is later determined that such action was unwarranted, the employee shall be returned to their regular job at their regular rate of pay, plus compensation at their basic wage rate and holiday, if any, for the time lost. If location and shift are no longer available, the employee will be allowed to select a job where their maintenance or appropriate seniority permits.
- D. If the hearing results in the employee receiving a suspension, it shall be scheduled so as not to prevent the employee receiving a premium or holiday pay (excluding overtime) except for suspensions pending discharge, suspensions for serious offenses that are given immediate effect, and suspensions for more than six (6) days.
- E. Notice to the Union shall exclude Saturdays, Sundays and contractual holidays.

- F. All correspondence, communication and notices to the Union will be sent to the Local Union President, with copies to the Grievance Committee. The Union will furnish addresses where mail is to be sent.
- G. In imposing discipline on a current charge, the Department will not take into account any prior infractions which occurred more than twelve (12) months previously.

NOTE: Emergencies for the purpose of the contract shall be any situations which are caused by factors beyond the control of Management and which cannot be anticipated or planned for in the course of normal operations, and which require immediate action by Management.

#### 7. WORK DAY AND WORK WEEK

- A. Master Agreement, Article 26, except that the standard payroll work week shall begin at 12:01 A.M. on Saturday and end at 12:00 Midnight on Friday, except for computing overtime for work on scheduled off days (see Article 7).

Should the payroll system become available at the Department of Transportation which will allow the utilization of a Monday through Sunday payroll work week, that change will be effected.

- B. All hourly employees shall be entitled to two (2) wash-up periods of five (5) minutes each, one (1) before lunch and one (1) before quitting time. When overtime is worked, quitting time shall be deemed to be the last five (5) minutes at the end of the scheduled overtime on that day for the purpose of determining the wash-up period.
- C. Lunch period (30 minutes) shall be for employees as mutually agreed upon, provided that all lunch periods will be scheduled between three (3) to five (5) hours from starting time. When schedules indicate a lunch period, but conditions make it impractical to enjoy

same between three (3) to five (5) hours from starting time, the employee or employees involved will be paid thirty (30) minutes overtime rate in lieu of the lunch period, provided the lunch period is not taken at a later time.

If the employee chooses to take the lunch period after the fifth hour, the employee will not be paid overtime for the previously scheduled lunch period. If re-scheduled after the fifth hour, the employee has the option to refuse to take the lunch period and shall be paid thirty (30) minutes overtime rate in lieu of the lunch period.

- D. All employees will be permitted two (2) coffee breaks of no less than fifteen (15) minutes. A coffee break will be scheduled between one and one-half (1 1/2) to two (2) and one-half (2 1/2) hours after the employee's starting time. A second coffee break will be scheduled between one and one-half (1 1/2) and two and one-half (2 1/2) hours after the employee's lunch period or as mutually agreed upon.

Employees who are unable to enjoy their regular coffee breaks because of service call assignments or fueling operations will be permitted their coffee break as soon as possible thereafter.

Employees in the Shop will enjoy their coffee breaks at 9:00 A.M. and 2:00 P.M.

- E. Employees scheduled to work overtime will be entitled to an additional fifteen (15) minutes coffee break beginning at their regular quitting time.
- F. Employees, hourly and salary, will be allowed a tardiness grace period up to and including five (5) minutes during which they will not have deductions made from their wages. Such employees are still considered late, however, and may be subject to disciplinary action in accordance with Department of Transportation policy when they report late for work excessively. Deductions will be made from employees wages beginning with the sixth minute of tardiness, whereupon an employee will also be docked for the previous five (5) minutes.

- G. Off days shall be scheduled consecutively.

8. WORK SCHEDULES AND WORK SELECTION

- A. Schedules will be prepared and posted for selection of shift and work location for the classifications in Local 312 Bargaining Unit. The schedules will be made available to the Union for discussion seven (7) calendar days prior to their being posted.
- B. Such schedules will indicate when and where work begins for each position and when it will terminate. All shift schedules shall show a designated lunch period for each shift as currently scheduled and will include coffee breaks except as otherwise provided.
- C. Work schedules will be placed into effect on the first (1st) day of the payroll work week, except in emergencies.
- D. When an employee selects a specific shift and location and is requested to perform their duties in another shift or location for any reason, they shall be privileged to report and terminate their assignment at the original location, except in an emergency or unless otherwise agreed between the supervision and the Local 312 Grievance Committee.
- E. The scheduled starting times for all hourly employees in the service garages and shops shall be as follows:

7:00 A.M. to 3:30 P.M.  
7:30 A.M. to 4:00 P.M.  
8:00 A.M. to 4:30 P.M.

12:00 Noon to 8:30 P.M.  
4:00 P.M. to 12:30 A.M.  
4:30 P.M. to 1:00 A.M.  
5:00 P.M. to 1:30 A.M.  
5:30 P.M. to 2:00 A.M.

12:00 Midnight to 8:30 A.M.  
4:00 A.M. to 12:30 P.M.

Individual starting time and work location selected by an employee on a schedule placed in effect by the Department in accordance with the above may not be altered unless agreed upon by the work location Union representative and the Department. If no agreement can be reached, the Department has the right to post for a new selection of starting time and work location in accordance with the above starting times.

- F. It is the responsibility of all supervisors to make work assignments within the employee's classification.
- G. When temporary vacancies continue for more than thirty (30) days, they will be opened for pick in line of seniority unless extended by agreement between the Union and the Department. The decision to fill or not fill vacancies will be at the discretion of the Department.
- H. Vacancies of less than thirty (30) days will be assigned to qualified employees in the classification in the order of seniority.
- I. Schedule changes shall not require overtime payment for the first five (5) consecutive days of work on the new schedule.
- J. When an employee works more than five (5) days in a pay period, even though such days are not consecutive, they shall qualify for premium payment on the sixth (6th) of such days worked.
- K. Employees in Local 312 Bargaining Unit may select their work shift or location when job vacancies occur within their bargaining unit. The selection shall be made in accordance with the Transfer Procedure in this supplemental agreement.
- L. It shall be contrary to the policy of the Department for any supervisor to discriminate or show favoritism between employees in making work assignments.
- M. When the Department finds it necessary to shift a worker from one location to another, in case of emergency, and of a distinct temporary nature, the worker with the least seniority shall be so shifted.

- N. In the event of demotions or the elimination of positions which result in the transfer of employees, the employees so affected may select any position in their classification within the Local 312 Bargaining Unit on the basis of their total maintenance seniority.

The employees that have been bumped must then exercise their maintenance seniority in accordance with the transfer procedure of this supplemental agreement, Article 22, Paragraph H.

Any dispute or questions arising out of application of this procedure may be referred to and handled by the Special Conference provisions of the Master Agreement.

- O. The shifts that are involved in the weekend schedule will rotate on a monthly basis with the regular schedule change.
- P. Employees working in Central Shops shall be assigned to a Monday through Friday work schedule.
- Q. An employee may choose weekends permanently, otherwise work schedules shall be rotated equally.
- R. When there are different, ongoing job operations at a particular shift location or unit, qualified employees may select, by seniority, to work in one operation or another on a continuing basis. When both write-ups and heavy repair are being worked, employees may select one or the other by seniority. The Department reserves the right, however, to discontinue or curtail any operation and move those employees to other operations at that shift, location or unit. If an operation is curtailed and only part of the employees are to be moved, employees will be moved in inverse seniority order.

If the discontinuation or curtailment of an operation is to be for more than thirty (30) days, the affected employees shall have a right to a seniority bump pick among the other ongoing job operations at that shift, location or unit. When a discontinued or curtailed operation is reinstated, the originally affected employees shall have first preference to return to that operation.

- S. Monthly schedules will be posted on the bulletin boards in all sections of the Department where employees' off days are rotated.

Changes which are made in such schedules will be kept up to date on the posted schedules.

- T. When a temporary new shift or work location is established or when a temporary new operation on an existing shift and work location is established, the duration of which is thirty (30) days or less, employees will be assigned to that shift, location or operation in order of inverse seniority. If such shift, location or new operation is to continue for more than thirty (30) days, it will be opened for pick by seniority unless the temporary situation is extended by mutual agreement.
- U. The Department agrees that on Down Service Calls from dusk to dawn the following will apply:
  - A. When available, two employees will be sent on such calls.
  - B. When two employees are not available, the foreman will arrange to have one (1) mechanic go on the Down Service Call, arrange to have a Service Inspector meet the mechanic at the coach location, or have the TEO with the coach wait with the mechanic. The mechanic will be informed of the arrangements made before leaving the garage.
- V. Scheduled work on holidays and excused time holidays shall be rotated in order of seniority among the employees involved at the specific shift and work location. A new employee or an employee transferring from another location or shift for any reason shall not be considered available for weekend work until the next schedule change following the transfer.
- W. Employees scheduled to work Saturdays, Sundays and on holidays and excused time holidays will work a straight



eight (8) hours shift subject to the following conditions:

1. Employees will take their lunch as not to interfere with service calls between the third (3rd) and fifth (5th) hour of starting time.
  2. Two (2) fifteen minute coffee breaks will be allowed during the shift but will not interfere with service calls.
  3. Employees working weekends and on holidays will not be permitted to leave the property to enjoy their lunch.
  4. All service calls and assignments are to be rotated equally among the employees involved at that specific shift and work location unless otherwise mutually agreed upon.
- X. All work assignments in the Heavy Repair section of the service garages will be rotated equally among the employees on their various shifts.

#### 9. OVERTIME

- A. Overtime shall not be scheduled so as to reduce the work force.
- B. Time paid for holidays, excused time days, Casual Leave, Sick Leave and Vacation shall be considered as time worked for the purpose of computing overtime on a daily basis and for work on a scheduled off day.
- C. For the purpose of computing overtime for work on scheduled off days, the work week of an employee shall start on the first day following the second off day.
- D. Overtime at time and one-half (150%) shall be paid for the first four (4) hours of work in excess of the regular eight (8) hours in one (1) day.

- E. Double time (200%) rate shall be paid for all time worked in excess of twelve (12) hours in any one (1) day for all employees.
- F. The first scheduled off day within the payroll work week shall be designated as the "sixth day" and the second scheduled off day within the payroll work week shall be designated as the "seventh day", in accordance with the Master Agreement, Article 26, Section A, Paragraph 2.

The premium rate of time and one-half (150%) shall be paid for all work performed on the sixth (6th) day, up to twelve (12) hours, provided the employee has satisfactorily met the forty (40) hour requirement by being paid for a full regularly scheduled work week during the current pay period.

Double time (200%) shall be paid for all work performed on the seventh (7th) day.

- G. All overtime and holiday work will be rotated in order of seniority among the employees involved at the specific location and shift except where the employee's disability prevents them from performing the scheduled work.
- H. The Department shall maintain a posted and up-to-date record of all overtime in each garage, shop or division wherever members of this Union are required to work overtime. This record will show all hours for which each employee is paid overtime.
- I. Notice of any overtime shall be given to the Steward on the shift before such overtime shall be worked. Unscheduled overtime in the shop area shall required twenty-four (24) hours advance notice, except on Mondays.
- J. Any employee who refuses overtime will be charged as time worked for the purpose of equalizing overtime.
- K. Employees will not be permitted to work more than sixteen (16) hours in any one (1) day, except in an emergency.

- L. An employee shall receive a minimum of four (4) hours straight time call back pay, including the one (1) hour call-in time, under the following conditions:
  - 1. The employee leaves the location of their work at the end of their regular shift and is recalled to work by the Department.
  - 2. The employee returns to work less than eight (8) hours from the end of their regular shift.
  - 3. The employee receives less than four (4) hours pay at the appropriate rate for time worked.
  - 4. Daily overtime, however, is paid only after completion of the first eight (8) hours worked.
  
- M. An employee is not entitled to the one (1) hour call-in time, but shall be paid a minimum of four (4) hours straight time pay, or the overtime pay at the appropriate rate for the hours worked, whichever is greater, under the following conditions:
  - 1. The employee leaves the location of their work at the end of their regular shift and is recalled to work by the Department.
  - 2. The employee returns to work more than eight (8) hours from the end of their regular shift.
  - 3. The employee completes the assignment but does not work through their regular scheduled shift.
  - 4. Daily overtime, however, is paid only after completion of the first eight (8) hours worked.
  
- N. An employee shall receive a minimum of four (4) hours straight time call-in pay, in addition to the one (1) hour call-in time, under the following conditions:
  - 1. The employee leaves the location of their work at the end of their regular shift and is recalled to work by the Department.

2. The employee returns to work within eight (8) hours of the commencement of their regular shift.
  3. The employee works through their regular scheduled shift.
  4. The employee was not notified of their early call-in the previous day.
  5. Daily overtime, however, is paid only after completion of the first eight (8) hours worked.
- O. An employee is not entitled to the one (1) hour call-in time, but shall be paid a minimum of four (4) hours straight time pay, or the overtime pay at the appropriate rate for the hours worked, whichever is greater, under the following conditions:
1. The employee leaves the location of their work at the end of their regular shift and is recalled to work by the Department.
  2. The employee returns to work on a scheduled off day.
- P. A premium of thirty (30) minutes at the appropriate overtime rate shall be paid on all service calls extending beyond an employee's normal shift quitting time.

When overtime service call work extends to more than thirty (30) minutes, the employee will be paid for no less than one (1) hour at the appropriate overtime rate.

- Q. The Union and the Department agree that Vehicle Maintenance employees who indicate their availability to transfer coaches after their normal scheduled shift hours will be entitled to move no more than fifty (50%) of the coaches.

When out-of-service coaches or other vehicles are assigned to the Vehicle Maintenance Division for maintenance or repairs and are required to be driven

or towed to or from the Department's shops, such movement of coaches or vehicles will be performed by qualified employees in the class of General Auto Mechanic.

Qualified employees in the GAM classification may indicate their availability for such work prior to or following their regular shift hours and if assigned such work will be paid at the regular premium rate for all work performed at present time allowance. This work insofar as possible will be rotated among the employees requesting same.

Coolidge Garage to Shops - one (1) hour round trip

Gilbert Garage to Shops - forty-five (45) minutes if driving both ways, and one (1) hour driving one (1) way

Shoemaker Garage to Shops - forty (40) minutes if driving both ways, and fifty (50) minutes if driving one (1) way

- R. In the Plant Maintenance Division, when an employee begins an assignment and it necessitates overtime to complete the job, the employee so assigned will be permitted to work the overtime before another employee is assigned to work overtime to finish the job. This procedure shall not avoid the requirement to equalize overtime.

#### 10. VACATIONS

- A. Vacations shall be computed and taken on a fiscal year basis in accordance with the Master Agreement, Article 31. A service day is one for which an employee earns wages for work, holiday, vacation, casual leave, paid sick leave or S&A benefits. The definition of a month of service is a calendar month in which an employee is paid for eighteen (18) or more service days on the Department of Transportation payroll.
- B. No pro-rated vacation will be granted an employee who is discharged.

- C. When one (1) of the contractual holidays falls during an employee's vacation period, they will not be charged a vacation day for the holiday.
- D. If a regular pay falls during an employee's vacation of one (1) week or more, they may request their check ten (10) days in advance, in writing, before going on vacation.
- E. At the discretion of the Division Head, Local 312 employees will be permitted to work their vacation under the following conditions:
  - 1. Not less than five (5) consecutive working days within a payroll week may be picked for vacation then worked.
  - 2. All available vacation must be picked. Employees who wish to work any payroll work week picked as vacation time will make a written request to their supervisor.
  - 3. When a request to work a vacation period is approved, the employee's supervisor will determine where the employee works.
  - 4. Casual Leave Days will not be granted if requested by an employee during the vacation period that is worked.
  - 5. Vacation time which is picked and then agreed to be worked will not be open for pick by other employees.
  - 6. An employee who works their vacation will be paid for their vacation in addition to straight time for all hours worked under forty (40) hours.
  - 7. When an employee works their vacation, vacation will not be considered as time worked for the purpose of computing overtime.

8. Management reserves the right to deny any request to work vacation.
- F. Management shall determine the number of vacation leaves to be scheduled at any given time of the year, and they shall base such determination on the requirements of the service. Vacation periods will then be selected by employees according to seniority.

In picking vacations, no more than one (1) holiday may be included in the time selected, unless other employees with less maintenance seniority in the work location have not selected the time in question.

- G. It is the policy of the Department of Transportation that all bargaining unit employees are to select and use all vacation allowance they have earned. Any change in a selected vacation, for any reason, must be approved, in writing, by the Division Head. When the selected vacation is changed, a new selection is requested by the employee, it will be at the discretion and the convenience of the Division Head. If no other selection is allowed, the Department has the option of paying the employee for the vacation allowance. Any employee that fails to liquidate all earned vacation because of illness or occupational injury will have vacation time substituted for sick time and will not be charged for the sick time.

Exception to the above:

Employees will be permitted, upon request, to carry vacation days over into the next fiscal year not to exceed the number of Swing Holidays in the fiscal year the request is made.

- H. Employees will be permitted to select no more than three (3) weeks vacation on the first selection, unless such vacation is selected between January 1st and April 30th. During this period an employee may select up to the amount of vacation earned. The balance of the employee's vacation will be selected on the second pick.

Each year vacation schedules will be made up by the Department showing the number of employees in each classification in each division that will be permitted on vacation for each week of the year. In making up such schedules, the Department will consider the desirability of vacations in June, July and August the week following Christmas and the opening of deer hunting season and will endeavor to increase the vacation allocation at these times maximally, but not to the extent that it will impair the Department's ability to provide reliable public transportation.

- I. Such schedules will be reviewed with the Union on or before the first normally scheduled working day in May of each year, and prior to their being distributed or posted for vacation selection.

Schedules will be made to allocate enough vacation during the prime time, as defined in this agreement, so that twenty-five percent (25%) of the employees in the Shops may take vacations during that period.

The vacation pick shall be completed on or before May 15th of each year.

Exceptions to the above rules regarding vacation may be made by mutual agreement of the Union and the Department.

#### 11. HOLIDAYS

- A. An employee may be excused from work without loss of pay on a scheduled holiday at the discretion of the Department.
- B. Absences due to illness on a holiday must be approved by the Department of Transportation Sick Leave Board prior to payment for the holiday.
- C. An employee must have completed three (3) months of service to qualify for the Swing Holiday allowance



provided in the Master Agreement. An employee qualified may select their Swing Holidays based on the needs of the service and by giving ten (10) days notice to their supervisor. Swing Holidays must be liquidated prior to July 1st, unless the needs of the service are such that the employee may not be excused in which event they will receive compensation at straight time.

Swing Holidays are charged for the first (1st) vacation days that an employee takes.

- D. Scheduled work on holidays shall be rotated in order of seniority among the employees involved at the specific shift and work location.
- E. When transferring from another location or another shift, an employee will fit into their maintenance seniority list wherever their seniority calls for holiday work.
- F. Christmas and New Year's shall be scheduled separately in order that no employee will be scheduled to work two (2) or more years consecutively.
- G. Any employee transferring from another location or shift will be scheduled to work Christmas or New Year's when their maintenance seniority permits on the shift, unless the schedule is posted.
- H. Employees shall be entitled to one (1) Swing Holiday in addition to those provided in the Master Agreement to be credited each July 1st to all employees with one (1) year or more of service.

## 12. SICK LEAVE

- A. Granting of sick leave for not more than three (3) days without the necessity of evidence shall be discretionary with the Department of Transportation Sick Leave Board. The Department agrees that advance notice will be given to employees who will be required to supply a medical statement or other certificate of proof when they are absent three (3) days or less.

- B. The Local 312 President and/or Grievance Committee will be members of the DOT Sick Leave Advisory Board when cases of Local 312 Bargaining Unit members are being considered.

13. MISCELLANEOUS ALLOWANCES

A. STOLEN TOOLS

The Department will provide at each service garage and shop area a place for the safekeeping and storage of employee's work tools. If the employee utilizes the locked storage area provided by the Department and the required work tools on the attached list are stolen, the Department will replace the stolen tools under the following conditions:

1. The employee must promptly make a written report of the theft to their supervisor within an attached list and description of every tool that was stolen.
2. The supervisor shall permit the employee to clock out and leave the work location, on their own time, in order to comply with the requirement that a prompt, official police report must be made.
3. The employee must then notify the Supervisor of Plant Protection that a police report has been made and provide a copy of the employee's written theft report that was previously given their supervisor.
4. It is the responsibility of the Supervisor of Plant Protection to obtain a copy of the official police report.
5. The Supervisor of Plant Protection will make a written recommendation to the Superintendent of Transportation Vehicle Maintenance Division based upon their investigation whether this employee's tool box was properly stored in accordance with the following D.O.T. policies and procedures:

SERVICE GARAGE

End of Shift

- a. Lock tool box
- b. Move tools to the designated security area

Lunch and Breaks

- a. Lock tool box

Service Calls (Down, Due)

- a. Lock tool box
- b. An employee shall be allowed five (5) minutes to secure tools

Road Test

- a. Lock tool box

CENTRAL SHOPS

End of Shift

- a. Lock tool box

Lunch and Breaks

- a. Lock tool box

Road Test

- a. Lock tool box

To the extent possible, it is the responsibility of the employee to safeguard their work tools while working on job assignments.

6. The Superintendent of Vehicle Maintenance will review the recommendation and take the necessary steps to promptly notify the employee and Grievance Committee, in writing, of what tools will be replaced and/or will not be replaced and the reasons why.

The Department and the Union agree that employees in Local 312 Bargaining Unit shall be eligible for tool replacement from only the following contractors which have been negotiated and mutually

agreed to by the Union and Management for the duration of this supplemental agreement.

1. Craftsman
2. Snap-on

The Department and Union agree that this procedure and the attached list of required tools may be modified by mutual agreement of the parties.

BUS MECHANIC TOOL LIST  
VEHICLE MAINTENANCE DIVISION

COMBINATION WRENCH SET

5/16", 3/8", 7/16", 1/2", 9/16", 5/8", 11/16", 3/4", 13/16", 7/8", 15/16", 1", 1-1/16", 1-1/8", 1-5/16", 1-3/8", 1-7/16", 1-1/2"

OPEN END WRENCH SET

3/8" X 7/16", 7/16" X 1/2", 1/2" X 9/16", 9/16" X 5/8", 5/8" X 3/4", 11/16" X 3/4", 13/16" X 7/8", 15/16" X 1", 1-1/16" X 1-1/8"

1/4" DRIVE SOCKET SET

3/16", 7/32", 1/4", 9/32", 5/16", 11/32", 3/8", 7/16", 1/2", 1/4" ratchet, 2" extension, 6" extension, drive handle, hinge handle, universal joint

3/8" DRIVE SOCKET SET

3/8", 7/16", 1/2", 9/16", 5/8", 11/16", 3/4", 13/16", 7/8", 3/8" ratchet, 3" extension, 12" extension, hinge handle, universal joint, speed handle

1/2 DRIVE SOCKET SET

7/16", 1/2", 9/16", 5/8", 21/32", 11/16", 3/4", 25/32", 13/16", 7/8", 15/16", 1", 1-1/16", 1-1/8", 1-3/16", 1-1/4", 1/2" ratchet, 2-1/2" extension, 5" extension, 10" extension, hinge handle, universal joint, speed handle

3/8" DRIVE DEEP SOCKET SET

3/8", 7/16", 1/2", 9/16", 5/8", 11/16", 3/4", 13/16", 7/8"

3/8" DRIVE 8 POINT SOCKET SET

3/8", 7/16", 1/2", 9/16"

STANDARD SCREWDRIVER SET

6-piece standard set

PHILLIPS SCREWDRIVER SET

6-piece Phillips set

CROWFOOT WRENCHES

1/2", 9/16", 5/8", 11/16", 3/4", 7/8"

ADAPTERS

3/8" F X 1/2" M  
1/2" F X 3/8" M  
1/2" F X 3/4" M  
3/4" F X 1/2" M

STANDARD HEX WRENCH SET

.028", .035", 3/64", 1/16", 5/64", 3/32", 7/64", 1/8", 9/64",  
5/32", 3/16", 7/32", 1/4", 5/16", 3/8", 7/16", 1/2"

MISCELLANEOUS

7", 10", standard feeler gauges, assorted punch and chisel set,  
heavy duty diagonal pliers, battery pliers, needle nose pliers,  
slip joint pliers "channel locks", wire strippers and crimper,  
retainer ring pliers

ADJUSTABLE WRENCHES (CRESCENT)

8" and 12"

HAMMERS

4 oz., 1 lb., 2-1/2 lb., 5 lb., lead hammer, soft face hammer, gasket scraper, stud extractor set, hacksaw frame

PIPE WRENCH

10"

D-Cell flashlight, tool box (lockup type)

B. RETIREMENT WATCH

A suitable watch will be presented by the Department of Transportation to each employee represented by Local 312 AFSCME upon their regular service retirement. The watch will be inscribed with the employee's first initial, last name, length of service and retirement date.

C. RIDING PASS

All active and retired employees will be entitled to a riding pass, which they may use on all Department of Transportation coaches in accordance with Department of Transportation policy.

D. SUPERVISORS WORKING

It is the policy of the Department, except for situations and positions mutually agreed upon, that supervisory employees will not perform work ordinarily and usually assigned to employee members of the Union bargaining unit, except for purposes of instructing, testing, checking or involving the safety of employees or Department property, severe emergency weather conditions or critical unforeseen employee absences. Unresolved complaints regarding the application of this paragraph will be subject of a Special Conference which shall be held within three (3) days.

E. D.O.T. SUPPLIES

Confirming our discussions with Local 312 Negotiating Committee, it is understood that Department supplies of

salt for ice and snow removal will be available in limited quantities for the use of employees. Further, with the understanding that it will not be abused, other items incidental to the employee's work, such as paper wipers and waste rags, will also be available in limited quantities for employee's use.

F. D.O.T. HANDBOOK AND ORIENTATION

The Department shall provide a handbook of the Department's policies for all employees and an orientation period for all new employees.

The size of the handbook is to be a maximum of 5-1/2 inches by 8-1/2 inches.

G. SUPPLEMENTAL CONTRACT PRINTING

The contract shall be a maximum size of four (4) inches by six (6) inches and six hundred (600) copies shall be issued to Local 312 AFSCME within ninety (90) days after the approval of this agreement by City Council.

H. CLOTHING AND UNIFORM ALLOWANCE

The classifications listed below and those identified in the Master Agreement will be entitled to an annual clothing or uniform allowance, if the employees have completed three (3) months of service and are actively working in the classifications during the week the clothing or uniform allowance is paid. The definition of a month of service is a calendar month in which an employee is paid for eighteen (18) or more days on D.O.T. payroll.

Those employees who are receiving Sick Leave Allowance or Sickness and Accident Benefits, Long Term Disability Benefits, on Leave of Absence or not actively working in the capacity of their classification, will not be entitled to receive a clothing or uniform allowance. However, upon their return to work and after actively working in their classification a full regularly scheduled work week, such employees will be paid at that time.

Class Code

63-10-17	Property Guard
35-90-19	Senior First Aid Attendant Clerk
05-50-11	Assistant Storekeeper
72-31-31	Auto Mechanic
63-10-23	Automotive Service Attendant
72-60-36	Body Upholsterer
63-10-13	Building Attendant A
62-10-14	Building Trades Helper
62-10-30	Building Trades Worker - Carpentry
62-10-31	Building Trades Worker - General
63-10-14	Coach Service Attendant
73-83-38	Electrical Repair Worker - Shop
72-55-31	General Auto Body Mechanic - Metal
72-31-38	General Auto Mechanic
71-33-41	General Machinist
71-50-33	General Welder
71-54-21	Gun & Locksmith
73-98-25	Radio Maintenance Technician
05-50-21	Storekeeper
72-33-21	Trolley Car Repair Worker
72-31-11	Auto Repair Helper
03-73-26	Assistant Offset Printer
62-30-41	Finish Carpenter
71-43-31	Maintenance Millwright
62-70-41	Steamfitter
62-60-41	Plumber
62-60-51	Master Plumber
73-98-35	Senior Radio Technician
73-98-15	Radio Maintenance Worker
71-40-41	Sheet Metal Worker
72-41-33	Auto Painter & Stripper
62-50-41	Finish Painter

The Department and the Union agree that this list of classifications entitled to a clothing and/or uniform allowance may be modified by mutual agreement of the parties.

- I. The Department agrees to provide prescription safety glasses, the issues concerning eligibility and other related matters shall be referred to the Local Safety Committee under Article 13 - Health and Safety of the Master Agreement.



14. PROMOTIONS - TRANSFERS

Master Agreement, Article 18, except that all promotional lists resulting from advisory qualifying examinations, shall be based on Local 312 maintenance seniority, as defined in this supplemental agreement.

15. DUAL STATUS/RELIEF STATUS/OUT-OF-CLASS STATUS

- A. The Department will establish sufficient dual/relief classified positions to provide replacements for as many emergency vacancies as may be normally anticipated.
- B. The term "dual status/relief status/out-of-class status" shall be applied to an employee who holds a regular status in one (1) classification, but has qualified for work in one (1) or more higher classifications and shall, in the event of an emergency, be available and subject to call for work in the higher classification for a temporary period.
- C. When dual status/relief status/out-of/class status classification employees are assigned work in the higher classification for which they are qualified, they will be paid for work performed in the higher classifications at a rate consistent with that provided in the regular rules for promotion.
- D. When an employee is given and accepts a dual status/-relief status/out-of-class status classification they shall, when assigned work in their higher classification, perform work with the understanding that they shall be subject to the same conditions as those employees who hold and are regularly assigned to the said classification.
- E. To be recommended for a dual status/relief status/out-of-class status classification each employee must be able to qualify for the higher classification and in such case shall be interviewed by a superior in their

division, who will explain all of the conditions as set forth above after which the employee shall be required to indicate in writing their acceptance or rejection of the dual status/relief status/out-of-class status. Such acceptance or rejection will be recorded in the Personnel Office, of the Department.

- F. Employees with dual status/relief status/out-of-class status shall receive no preference in terms of promotions.
- G. It is understood and agreed that none of the provisions regarding relief classes or dual status will be used to avoid making permanent promotions. Such provisions will be used only when a permanent promotion is not available because of lack of vacant budgeted positions, when the work to be performed in the higher class is temporary or to provide for an employee to be paid in the class in which they are assigned pending promotion on a permanent basis.
- H. If an employee accepts a dual status/relief status/out-of-class status title and subsequently does not wish to perform in that capacity, a status change will be immediately processed to remove the dual status/relief status/out-of-class status classification.
- I. No member of Local 312 shall be given a dual status/-relief status/out-of-class status assignment unless the assigned classification is within the Local 312 Bargaining Unit.

#### 16. MAINTENANCE SENIORITY

Within thirty (30) days of the signing of this agreement and during the month of January, thereafter, the Department of Transportation will provide seniority lists showing the name, social security number, certification date, maintenance seniority date, classification and pension number of all employees of Local 312 Bargaining Unit.

- A. Maintenance seniority shall be defined as the length of time an employee has been certified to a classification in Local 312 Bargaining Unit.

With respect to employees who were employed under the "War Service" provisions, of the Civil Service Commission, and who incurred a break in service as the results of being replaced by an employee with regular status or whose employment was terminated as the result of the elimination of "War Service" employment provisions, of the Civil Service Commission, their maintenance seniority shall be considered to have been continuous from the date of their first employment, provided that there was no break in service in excess of ninety (90) days under the "War Service" provisions described above.

- B. Total maintenance seniority will be the basis of priority when employees select vacations, work locations, job vacancies and for promotions in Local 312 Bargaining Unit.
- C. Total maintenance seniority shall not be applied as to work locations or job vacancies until a newly promoted member has completed three (3) years in the new classification. In the meantime, as to work locations or job vacancies, they will apply only their maintenance seniority in the new class.
- D. Total maintenance seniority shall not be applied as to work locations or job vacancies by one who is demoted to a lower class not previously held until the first opening occurs after they have served ninety (90) days in the class. In the meantime, as to work locations and job vacancies, they will apply only their maintenance seniority in the new class.
- E. A member who previously held the class to which they are demoted shall, upon demotion, fully apply their total maintenance seniority.

#### 17. INJURED OR DISABLED EMPLOYEES

- A. Any Local 312 bargaining unit employee who has been incapacitated by illness or injury may be employed in

other work in the Local 312 bargaining unit under the following conditions:

1. The Union President will make all requests in writing.
2. The denial or granting of any request is at the discretion of the Department.
3. Any problem resulting from the denial or granting of any request will be subject for a Special Conference.
4. The employee so assigned will be paid at the appropriate rate for the classification work they are performing.
5. For the purpose of this section, Local 312 bargaining unit employees will receive preferential placement even if it means displacing other disabled employees from other bargaining units working in classifications under the jurisdiction of Local 312 AFSCME.

18. HOSPITALIZATION INSURANCE

Master Agreement, Article 36. The Department agrees to deduct the additional premium for master medical from the wages of each employee in the bargaining unit.

19. FIRST AID OFFICE

A First Aid Office with a qualified full-time attendant on duty shall be provided in the shop area on the Department property.

20. GARAGE CLOSING PROCEDURE

- A. When any job is eliminated due to the closing of a garage, location or division, all transfers will be

governed by maintenance seniority and employees involved will select a new shift and/or location using their maintenance seniority.

- B. Not less than one hundred twenty (120) days or as soon as practicable prior to the closing of a garage, location or division, Management and the Union will close all transfer files and start the machinery for filing all openings from the garages, locations or divisions scheduled to close.
- C. Approximately sixty (60) days prior to the closing, the Department and the Union will hold a Special Conference to determine all particulars involved in the closing.
- D. When operations are discontinued, employees will be reassigned in accordance with the Master Agreement, Articles 16, 18 and 19.

#### 21. RECLASSIFICATION

- A. The following procedure will be followed when an employee believes they are performing work beyond their classification:
  - 1. The employee or their representative will, at the time of the performance of the particular work, make claim in writing to the supervisor.
  - 2. The Union may request a classification survey from the Personnel Department.
  - 3. The decision of the Personnel Department, if such claimed classification is approved, shall be effective as of that date of eventual certification of a qualified employee to the same.
- B. Proposed changes in duty specifications requested by the Department may be reviewed jointly by the Department and the Union before any presentation to the Personnel Department for adoption.

- C. Any changes which increase or extend the duties will be subject for a Special Conference.

22. TRANSFER PROCEDURE

- A. Statement of Policy: It shall not be a general policy of Local 312 and the Department of Transportation to allow bumping.
- B. All job openings which will be filled will be advertised by means of written notices posted on bulletin boards. This notice shall contain hours of work and days off.
- C. Individuals in any classification desiring to transfer from one location or shift shall indicate their desire by submitting a "Transfer Request Form" in duplicate (one (1) copy to be given to the Supervisor for transferal to the Vehicle Maintenance Office, the other to be given to the Steward for transferal to the Union Office).
  - 1. Requests filled out incorrectly or incompletely shall be returned to the individual for correction.
  - 2. A subsequent request will cancel a previous request on file.
  - 3. Individuals will not be allowed to change their mind when picked for a transfer, unless a cancellation form has been properly submitted.
  - 4. Requests will be kept on file for six (6) months at which time they will be voided and returned to the individual. A new request marked "Renewal" must be submitted to retain the name in the files.
  - 5. All transfers will be executed according to maintenance seniority.
- D. When no one desires to fill a given vacancy, it will be filled by the first new employee reporting to work

or by the least senior employee at a location where a surplus exists.

- E. Anyone transferring to another location and/or shift at their own request will be required to remain at the new location and/or shift for a period of six (6) months before another request will be honored, unless lack of submitted request would allow vacancies to be filled by newly hired employees, then the six (6) month period shall be waived.
- F. Transfer procedures shall not apply to vacancies of less than thirty (30) days which are classed as temporary.
- G. If an employee on afternoon or midnight shift is elected to Union Office and received a day shift as a result of being elected and another employee is bumped to make room for the newly elected officer, then when a vacancy occurs on the day shift the employee who was bumped from the day shift shall be returned to the day shift before any transfers can be honored for transfer to days. If an officer, while in office, becomes eligible for a day shift by virtue of a transfer request for the day shift, their request will be honored after any employee who was bumped is returned to their former shift. An employee who is bumped shall remain at the location, but may choose their shift if there is any employee in their classification with less maintenance seniority.

The President, Vice-President, three (3) Trustees, Sergeant-at-Arms, Secretary-Treasurer, Recording Secretary, two (2) Grievance Committee members, Chief Stewards and three (3) Executive Board Members-at-Large shall be given day shift assignments upon being elected to those positions.

- H. The following shall be exceptions to the no bumping policy:
  - 1. When an employee's location is eliminated.
  - 2. When an employee's shift is eliminated.

3. When an employee's job is eliminated.

When there is a reduction in force on any shift or location, this will be considered as the elimination of a job from that shift and location.

Under all of these circumstances an employee will be allowed to select another shift or location in accordance with their maintenance seniority.

### 23. WAGE AND SALARY INCREMENTS

- A. Employees in salaried classifications at the level of Senior Clerk and below will receive step increments either annually or semi-annually. The maximum salary will be reached in no more than one (1) year. For salaried classifications above this level, the maximum shall be reached in two (2) years.
- B. Hourly employees hired at the minimum rate for the classification shall receive the maximum rate upon completion of their probation periods (no more than ninety (90) days).
- C. The above will apply to all employees whose step increments would be due under these provisions prior to July 1, 1978. After July 1, 1978, step increments will be made in the same increments and time periods as other City employees in the same classification covered under the Master Agreement.

### 24. BREAK-IN PERIOD

- A. When employees are given an unfamiliar assignment, upon notification of their supervisor, such employees shall be entitled to receive instructions from their foreman in the new assignment or be assigned with another employee for reasonable length of time in order to familiarize themselves with the new work assignment.



- B. When the Department is notified by the Retirement Board of an employee's pending retirement, the Union shall be notified forthwith.
- C. The Department agrees that eligible employees will be promoted or transferred to fill vacancies within the Department before hiring new employees.
- D. When jobs or positions become vacant due to retirement, transfers, promotions or separations for any reason and the Department does not intend to fill the vacancy, the Union will be notified within ten (10) days together with the reasons therefore.

25. SICK LEAVE, CASUAL LEAVE,  
SICKNESS AND ACCIDENT INSURANCE  
AND EXTENDED DISABILITY INSURANCE

- A. The sick leave provisions in the Master Agreement shall not apply and the following provisions regarding casual leave, Sickness and Accident Insurance and Extended Disability Insurance shall be effective for the duration of this agreement.
- B. Sick Leave Earned Prior to the Effective Date of This Agreement
  - 1. Sick leave earned prior to the effective date of this agreement shall be used in accordance with this section. The reserve sick leave and current sick leave banks shall be combined into a single sick leave bank.
  - 2. Sick leave shall be used to supplement the benefits paid by the Sickness and Accident and Extended Disability Benefit Insurance Program to provide 100% pay to an employee until such banks are exhausted. An employee supplementing Sickness and Accident and Extended Disability Benefits with sick leave under this section shall not accrue any benefits, except as provided in Sections F-2 and G-2, of this Article.

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

4. Employees who retire or die on or after July 1, 1980, shall be paid 50% of their unused sick leave bank, plus an additional 10% of their bank for each complete year they worked over 30 years, not to exceed 100% of the bank.

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

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

C. If an employee has no casual leave or sick leave as provided for in Paragraphs B and E, of this Section, they may charge vacation for time lost due to illness if the employee files a claim for Sickness and Accident Insurance and the duration of the illness is of sufficient time to qualify for Sickness and Accident Insurance.

D. Provisions of the Master Agreement, City Charter, ordinances and resolutions relative to bonus vacation, sick leave, duty and non-duty disability pension and Income Protection Program will be terminated effective 11:59 P.M. on the day prior to the effective date of this agreement, except as provided in this section.

E. Casual Leave

All employees who shall have completed three (3) months of continuous service shall be granted seven (7) days of casual leave on July 1st of

any one (1) fiscal year provided they are on the payroll on that date.

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

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

- b. For the purpose of this section, employees shall be considered off the payroll if they are fired, quit, engage in an illegal work stoppage, are on a formal leave of absence granted by the Personnel Department (generally over thirty (30) days), laid-off, collecting Extended Disability Benefit Insurance or retire. 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) calendar days.
- c. The seven (7) casual leave days may be used for personal or family illness without requirement of medical proof of illness.

An employee may also use casual leave for moving day, wedding day, closing a mortgage or other important personal business which cannot reasonably be handled outside working hours, provided they arrange with their supervisor at least twenty-four (24) hours in advance. The supervisor shall have the right to deny personal leave if the employee's absence would adversely affect the Department's operation.

- d. 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.
- e. Employees may not use the provisions of this section for scheduled work on a holiday or Excused Time Day. Department shall have the right to require proof of illness for absences due to illness on holidays and excused time off days or during periods where concerted employee action curtails Department operations.
- f. Employees who have notified the City of their intent to resign may be required to furnish proof of illness for casual leave days taken under this section.
- g. No more than seven (7) casual leave days may be credited to an employee in any fiscal year. This limitation does not apply to the bonus granted for using one (1) or less days of casual leave.
- h. 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.

- i. All unscheduled absences (except funeral leave) will be charged first to unused casual leave days.
- j. Absences of employees excused for Union Business will not be charged to casual leave.

2. Casual Leave Bonus Plan

- a. All casual leave earned under this section may be converted to vacation or paid in cash at the option of the Department if not used in the fiscal year in which it is credited or if an employee is laid off.
- b. If no casual leave in the complete fiscal year is used, an employee will be paid or credited for nine (9) days.
- c. If one (1) casual leave day in the complete fiscal year is used, an employee will be paid or credited for eight (8) days.

F. Sickness and Accident Insurance

- 1. All employees who shall have completed one (1) year of continuous service shall be eligible for Sickness and Accident Insurance Benefits. The Sickness and Accident Benefit shall be 60% of standard gross pay at time of disability, or 70% of the June 30, 1980 rate, whichever is greater.
- 2. An employee shall be eligible for the following fringe benefits while collecting Sickness and Accident Insurance:
  - a. All medical insurance
  - b. Death benefits and life insurance
  - c. Service time for pension accrual, vacations, longevity and unused sick leave payments.

d. Seniority

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

G. Extended Disability Benefit Insurance

1. All employees who have completed three (3) years of continuous service shall be eligible for Extended Disability Benefit Insurance. The benefit shall be 60% of standard gross pay at time of disability.
2. An employee shall be eligible for the following fringe benefits while collecting Extended Disability Benefit Insurance:
  - a. All medical insurance
  - b. Death benefit plan
  - c. Service time for pension accrual if the disability is duty related
  - d. Seniority shall continue to accrue for the purposes of picking vacations, holidays and work preferences within the Department of Transportation
3. The rules and regulations regarding the administration of Extended Disability Benefit Insurance shall be as set forth in the supplemental agreement covering Sickness and Accident and Extended Disability Benefit Insurance.

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

(b) Duration and Commencement of Benefits

- (1) Sickness and Accident Benefits shall be payable during total disability for a period not to

exceed twenty (20) weeks for any one (1) continuous period of disability whether from one (1) or more causes or for successive periods of disability due to the same or related cause or causes.

- (2) If disability is due to an accident, the waiting period shall be the first five (5) working days of disability, except that if during the first five (5) working days of disability, the employee, because of such accident becomes confined as a registered bed patient in a legally constituted hospital or receives treatment by a physician legally licensed to practice medicine, there shall be no waiting period. If disability is due to sickness, the waiting period shall be the first five (5) working days of disability, except that if during the first five (5) working days of disability the employee becomes confined as a registered bed patient in a legally constituted hospital, the waiting period shall not extend beyond the day immediately preceding the day the employee becomes so confined.

(c) Basis for Daily Benefit Payments

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

(d) Benefits for More Than One Absence

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



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

(e) Occupational Disabilities

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

(f) Unemployment Compensation

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

(g) Notice and Proof of Claim

- (1) Written notice of injury or sickness must be given to the insurance company within twenty (20) days after the date of the accident causing such injury or the commencement of disability resulting from such sickness. Proof of such injury or sickness must be furnished to the insurance company within ninety (90) days after the termination of the period for which weekly benefits are payable under the Plan.

- (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 sixty (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 judgement of the insurance company contributing toward or providing for the care or maintenance of the employee.

EXTENDED DISABILITY BENEFIT INSURANCE

(a) Eligibility

Extended Disability Benefit Insurance shall be provided while an employee is insured for Sickness and Accident

Insurance, but not beyond normal minimum retirement date or if an employee does not qualify for a pension, age 62.

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

For employees to be deemed totally disabled, they must not be engaged in regular employment or occupation for remuneration or profit and be wholly prevented from engaging in regular employment or occupation with the City in the classification where they have seniority as a result of bodily injury or disease, either occupational or non-occupational in cause for a period of two (2) years and thereafter any occupation with the City.

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

(b) Amount of Benefit

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

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

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

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

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

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

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

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

(iii) The amount of a person's benefit under Subsection b (1) above shall not be increased subsequent to the first day for which Extended Disability Benefits are payable, except that the amount of such increase shall

not be disregarded if it represents an adjustment in the original determination of the amount of such benefit.

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

- (3) Extended Disability Benefit computations presume eligibility for Social Security Disability Insurance Benefits. Amounts deducted from extended disability benefits on this basis are paid upon presentation of satisfactory evidence that these benefits were applied for and denied; provided, however, that a reduction in Extended Disability Benefits is made in an amount equal to Social Security Disability Insurance Benefits that would have been payable, except for refusal to accept vocational rehabilitation services.
- (4) Benefits payable for less than a full calendar month are prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month.
- (5) The insurance company may require each applicant or recipient of Extended Disability Benefits to certify or furnish verification of the amounts of their income from sources listed in Subsection b (1) above not more than once in a twelve (12) month period.

(c) Commencement and Duration of Benefits

- (1) Extended Disability Benefits to an eligible applicant shall be for the period commencing

twenty-one (21) weeks from the date of disability.

- (2) The maximum period during which Extended Disability Benefits may be payable shall be the normal minimum retirement date of the employee, or if not eligible for a pension age 62, but in no event beyond the date of death, or the time that they no longer satisfy the disability requirement. If an employee's return to work with the City does not qualify them for a new period of Sickness and Accident Benefits or if they engage in some gainful occupation or employment other than one for which they are reasonably qualified by education, training or experience, their satisfying of the disability requirements shall not be deemed to end, but their Extended Disability Benefit shall be suspended for the period of the return to work or the period they engage in such occupation or employment.
- (3) If monthly Extended Disability Benefits payable to an employee are discontinued because the employee no longer satisfies the disability requirement, and within two (2) weeks of the effective date of such discontinuance and before the employee return to work with the City, she/he again become disabled so as to satisfy the disability requirement, monthly Extended Disability Benefits will be resumed.
- (4) If disability is due to or accompanied by mental incapacity, all or any part of such monthly Extended Disability Benefits may, at the option of the insurance company, be paid to the beneficiary on record of the employee or to any other person or institution then in the judgement of the insurance company contributing toward or providing for the care or maintenance of the employee.

(d) Rehabilitation

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

(e) Proof of Disability

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

26. DURATION OF AGREEMENT

This Supplemental Agreement shall become part of the Master Agreement and shall terminate, and be in all respects null and void upon the expiration or termination of the Master Agreement between the City of Detroit and Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO.

FOR THE UNION:

FOR THE CITY:

James Thomas Jr.  
James Thomas, President  
Local 312 AFSCME

Coleman A. Young  
Coleman A. Young, Mayor

Eric E. Lowe Sr.  
Eric E. Lowe Sr., Local 312  
AFSCME Negotiating Committee

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

Leamon B. Wilson  
Leamon Wilson, Local 312  
AFSCME Negotiating Committee

Joyce F. Garrett  
Joyce F. Garrett, Director  
Personnel Department

Jon Miller  
Jon Miller, Local 312  
AFSCME Negotiating Committee

Bella Marshall  
Bella Marshall, Director  
Finance Department

Juanita Davis-Hawkins  
Juanita Davis-Hawkins, Local  
312 AFSCME Negotiating  
Committee

Donald Pailen  
Donald Pailen  
Corporation Counsel  
Law Department

William C. Wilborn Sr.  
William Wilborn Sr., Local 312  
AFSCME Negotiating Committee

Robert C. Polk  
Robert C. Polk, Director  
Department of Transportation

James Glass  
James Glass, President  
Michigan Council 25, AFSCME

APPROVED AND CONFIRMED BY  
THE CITY COUNCIL JUL 18 1990

Jeffery D. Blaine  
DATE

Dated this 2nd day of April, 1990

JEFFERY D. BLAINE  
DEPUTY CITY CLERK



26. DURATION OF AGREEMENT

This Supplemental Agreement shall become part of the Master Agreement and shall terminate, and be in all respects null and void upon the expiration or termination of the Master Agreement between the City of Detroit and Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO.

FOR THE UNION:

FOR THE CITY:

James Thomas Jr.  
James Thomas, President  
Local 312 AFSCME

Coleman A. Young  
Coleman A. Young, Mayor

Eric E. Lowe Sr.  
Eric E. Lowe Sr., Local 312  
AFSCME Negotiating Committee

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

Leamon B. Wilson  
Leamon Wilson, Local 312  
AFSCME Negotiating Committee

Joyce F. Garrett  
Joyce F. Garrett, Director  
Personnel Department

Jon Miller  
Jon Miller, Local 312  
AFSCME Negotiating Committee

Bella Marshall  
Bella Marshall, Director  
Finance Department

Juanita Davis-Hawkins  
Juanita Davis-Hawkins, Local  
312 AFSCME Negotiating  
Committee

Donald Pailen  
Donald Pailen  
Corporation Counsel  
Law Department

William C. Wilborn Sr.  
William Wilborn Sr., Local 312  
AFSCME Negotiating Committee

Robert C. Polk  
Robert C. Polk, Director  
Department of Transportation

James Glass  
James Glass, President  
Michigan Council 25, AFSCME

APPROVED AND CONFIRMED BY  
THE CITY COUNCIL JUL 18 1990

Jeffery D. Blaine  
DATE

Dated this 2nd day of April, 1990

JEFFERY D. BLAINE  
DEPUTY CITY CLERK

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
AND LOCAL 312 AFSCME

RE: SPECIAL RULES REGARDING SICKNESS AND ACCIDENT BENEFITS

It is agreed between the parties that:

1. All time off under the 60% Sickness and Accident Program or the 60% Extended Disability Program will automatically be supplemented by Sick Leave balances which an employee may have so as to insure 100% of pay.
2. Casual Leave time or Vacation time will not automatically be used as a supplemental to either the Sickness and Accident Program or the Extended Disability Program.
3. Individuals on Sickness and Accident who have exhausted all Sick Leave balances may elect to have their off time supplemented by Casual Leave and/or Vacation. In order to have such supplementation, the individual must so request in writing to the Department of Transportation Personnel Office. Casual Leave in these cases will be used and exhausted first before Vacation time is utilized.
4. The contract states that employees who shall have completed three (3) months of continuous service shall be granted seven (7) days of casual leave on July 1st of any one (1) fiscal year provided they are on the payroll on that date. Therefore, if someone goes off sick on July 2nd, they would be entitled to their Casual Leave Days for the fiscal year beginning July 1st.

James Thomas Sr.  
President, Local 312 AFSCME

Robert E. Polk  
Director of Transportation  
Rozm n Odele  
Director, Labor Relations

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
DEPARTMENT OF TRANSPORTATION  
AND  
LOCAL 312 AFSCME

RE: INSPECTION TEAM SCHEDULES

During Supplemental Contract negotiations the Department and Union agreed that at least six (6) Inspection positions at each garage shall be assigned to a Monday through Friday work schedule. Within the first month of the ratification of this contract and every month thereafter, as required, at least one (1) employee will be assigned to train on the inspection team with the understanding that these trained employees shall be required to work as inspectors on a weekend rotation schedule. This agreement shall be in effect through June 30, 1992.

Dated this 2<sup>nd</sup> day of April, 1990.

FOR THE UNION:

James Thomas Jr.  
Yvonne L. Davis-Higgins  
Lamon B. Wilson  
William C. Andrews Sr.  
Cic J. Lowe Sr.  
Jon Miller

FOR THE DEPARTMENT:

Ralph E. Poll  
\_\_\_\_\_  
\_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF DETROIT  
DEPARTMENT OF TRANSPORTATION  
AND  
LOCAL 312 AFSCME

RE: LABOR/MANAGEMENT COMMITTEE

The parties agree to establish a Labor/Management Committee to be made up of two (2) Union members, (one (1) from Grievance Committee and the Union President) and two (2) Management representatives. The Labor/Management Committee will meet as mutually agreed to discuss concerns within the Department.

Dated this 2<sup>nd</sup> day of April, 1990.

FOR THE UNION:

FOR THE DEPARTMENT:

James Thomas Jr.

Robert E. Bell

Juanita D. Davis-Hauszins

Samuel B. Wilson

William C. Attoen Sr.

Eric J. Lowe Sr.

John A. Miller

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF DETROIT AND AFSCME LOCAL 312

The parties agree to abide by the Memorandum of Understanding regarding Weekend Scheduling from the 1986-89 Master Agreement between the City of Detroit and AFSCME Council 25 as found on Page 155, and as interpreted by George Roumell in the arbitration award dated September 18, 1989, and any subsequent supplemental awards issued as a result of the jurisdiction he retained.

James Thomas Jr.  
AFSCME

Robert E. Bell  
City of Detroit