

6/30/74

Detroit

A G R E E M E N T

BETWEEN THE

CITY OF DETROIT

AND THE

DETROIT BUILDING AND CONSTRUCTION TRADES COUNCIL

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Effective Date:	_____
Expiration Date:	June 30, 1974

State of Michigan  
Employment Relations Council  
Mediation Division  
603 Department of Labor Bldg.  
7310 Woodward Avenue  
Detroit, MI 48202



AGREEMENT BETWEEN THE CITY OF DETROIT AND THE  
DETROIT BUILDING AND CONSTRUCTION TRADES COUNCIL

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Exhibit A - Classifications Covered in City-Wide  
Recognition

Exhibit B

## A G R E E M E N T

This Agreement is entered into by and between the City of Detroit, a Michigan Municipal Corporation (hereinafter called the "City") and the Detroit Building and Construction Trades Council, a non-incorporated association, on behalf of its affiliated Local Union, (hereinafter called the "Council" or "Union").

### PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing uninterrupted service to the community.

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

### 1. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, the City does hereby recognize the Council as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement, of all employees of the City included in the bargaining unit described in Exhibit A attached.

### 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, as defined in Exhibit B, which is incorporated herein as a part of this Agreement.

B. The City has the right to schedule work including overtime, as required in a manner most advantageous to the City and consistent with requirements within the public interest.



C. It is understood by the parties that every incidental duty connected with operations enumerated in job specifications is not always specifically described.

D. The City reserves the right to discipline and discharge for just cause. The City reserves the right to lay-off for lack of work or funds or the occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful and unproductive. The City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

E. Equal Treatment: It is agreed by the City and the Union that the City is legally and morally obligated to provide equality of opportunity, consideration and treatment of all employees of the City and to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all persons employed by the City in all phases of the employment process. To this end, basic rights and equities of employees are established through the City Charter, Executive Orders of the Mayor, Ordinances and Resolutions of the Common Council and rules of the Civil Service Commission.

F. It is further intended that this Agreement and its supplements shall be an implementation of the Charter and Ordinance authority of the Mayor, Charter and Ordinance authority of the Common Council, Charter and Ordinance authority of department heads, the rules and regulations promulgated by the Civil Service Commission and the laws of the State of Michigan specifically including the provisions of Public Act 336 of 1947, as amended.

G. That the compensation for any position classification must be established on the premise that the same rate of pay shall apply in all City departments for any given classification.

### 3. DUES CHECK OFF

A. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the employer, provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect until revoked in writing by the employee. The termination notice must be given both to the Employer and to the Union.

B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Union regarding the amounts to be deducted and the legality of the deducting action specifying such amounts of Union dues and/or initiation fees.

C. The Employer agrees to provide this service without charge to the Union.



#### 4. STEWARDS

There shall be a Steward selected by each Craft Union:

1. The Stewards shall represent the Union regarding the provisions of this Agreement.
2. The Stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer, after arrangements have been made with their supervisors. This privilege shall not be abused.
3. The Steward shall act as safety man for employees of his craft.
4. Any new employee shall be referred to the Steward before starting to work to be added to the Steward Report. Before any employee is to be laid off or discharged, the Steward shall be notified one (1) working day prior to such layoff or discharge.
5. The Union will provide the City with a current list of Stewards and their jurisdiction.

#### 5. WORK WEEK, WORK DAY, SHIFT PREMIUM

##### A. Standard Service Week:

1. The standard payroll work week shall begin at 12:01 a.m., Monday, and end at 12:00 p.m. Sunday. It shall consist of five (5) regularly scheduled eight (8) hour work periods on as many work days. The two (2) remaining days in the payroll work week shall be known as "off days."
2. 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".

Off days in the work week shall be scheduled consecutively unless such scheduling shall adversely affect or add cost to operations of the department.

##### B. Service Day and Work Day:

1. The regular full working day shall consist of eight (8) hours. It shall begin at 12:01 a.m., and extend to 12:00 p.m.



2. Coffee breaks of fifteen (15) minutes per shift shall be permitted according to Local Supplemental Agreements.
3. When an employee is called to work, he shall be guaranteed no less than four (4) hours of pay for "show up" time at the appropriate rate.

C. Afternoon and Night Shifts:

1. Employees who work regularly scheduled afternoon and night shifts shall receive, in addition to their regular pay, a premium of twenty cents (20¢) per hour for the afternoon shift and a premium of twenty-five cents (25¢) per hour for the night shift according to Chapter 16, Article 5, Section 12 of the Municipal Code of the City of Detroit.

2. Shift Premium Times:

The afternoon shift shall be any full-time shift commencing at the hour of 11:00 a.m. or between the hours of 11:00 a.m., and 7:00 p.m.

The night shift shall be any full-time shift commencing at the hour of 7:00 p.m., or between the hours of 7:00 p.m., and 4:00 a.m., in accordance with Chapter 16, Article 5, Section 12, of the Municipal Code of the City of Detroit

D. All of the provisions of this section shall be in accordance with Chapter 16, Article 5 of the Municipal Code of the City of Detroit.

6. OVERTIME

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

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



2. All hours worked over forty (40) in one service week except if such time is worked on a seventh day or a holiday. Overtime hours worked (not to be credited at premium time) in excess of four (4) hours and not exceeding sixteen (16) hours in one service week may be substituted in lieu of an equal amount of an employees regularly assigned forty (40) hours.
3. All hours worked on shifts starting within eight (8) hours of the quitting time of an employee's previous shift, except those hours worked on the seventh day or a holiday.

B. Time and one-half [(one-hundred and fifty percent (150%) of the basic or hourly rate)] compensatory time credit will be granted to salary-rated employees as follows:

1. All hours worked over eight (8) in one service day except if such time is worked on a seventh day or a holiday.
2. All hours worked over forty (40) in one service week except if such time is worked on a seventh day or a holiday.

C. Double time [(two-hundred percent (200%) of the basic hourly rate)] will be paid to hourly-rated and salary-rated employees for work on the seventh day of the work week schedules as defined by Chapter 16, Article 5, Section 6 of the Municipal Code of the City of Detroit.

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

E. All of the above shall be in accordance with Chapter 16, Article 5 of the Municipal Code of the City of Detroit.

## 7. LABOR RELATIONS COMMITTEE

A. The representatives of the City and two (2) representatives of the Council shall meet regularly, not less than quarterly, if needed, for the purpose of discussing the City policies and problems within 10 days of their occurrence in regard to this Agreement.

B. In all such discussion the following procedures shall apply:

1. Formal inquiries from the Union or requests for special meetings will be directed to the City Labor Relations Bureau.



2. Official replies shall be made by the City through its designated agents within five (5) working days of receipt of such inquiries.
3. In the event the City, through its designated representatives, and the Council are unable to resolve differences on any matter, each shall reduce its respective position to writing and submit it to the opposite party within fifteen (15) working days. A conference committee, composed of not less than three (3) and no more than five (5) City representatives, and not less than three and no more than five (5) Council representatives, shall be established for the purpose of reaching agreement and understanding.

In the event the dispute is not settled by the Labor Relations Committee, it may be referred to arbitration within ten (10) working days from the date of the last meeting of the Labor Relations Committee on the grievance.

#### ARBITRATION

Arbitration: Any unresolved grievance which relates to the interpretation, application or enforcement of a specific article and section of this agreement or any written supplementary agreement and which has been fully processed through the last step of the grievance procedure may be submitted to arbitration by the party filing the grievance in strict accordance with the following:

1. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) working days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association except where expressly provided otherwise in this agreement.
2. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the provisions of this agreement and he shall be without power and authority to make any decision:

- a. Contrary to or inconsistent with or modifying or varying in any way, the terms of this agreement.
  - b. Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercises his right under Section 6 of 336 of the Public Acts of 1947 as amended, or the discipline or discharge of employees who have appealed to the Civil Service Commission or to the Mayor pursuant to provisions of the Detroit City Charter or applicable State law.
  - c. Granting any wage increases or decreases.
  - d. Granting any right or relief for any period of time whatsoever prior to the execution date of this agreement.
  - e. Contrary to the City's right to establish, adopt and amend, promulgate and enforce uniform work rules for its departments.
  - f. Relative to position classification whether permanent or temporary. The parties recognize this is within the sole jurisdiction of the Civil Service Commission.
3. The arbitrator shall have no authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions, which by State law or City Charter the City cannot delegate, alienate or relinquish.
  4. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of ten (10) working days from the final action taken by the Labor Relations Committee immediately prior to arbitration and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the party against which the grievance is brought. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration and shall not be admissible in evidence in any arbitration proceeding.
  5. The City in no event shall be required to pay back wages for more than ten (10) working days prior to the date a written grievance is filed. In the case of a pay shortage of which the employee could not have been aware before receiving his pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files his grievance within ten (10) working days after receipt of such pay.



6. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned.
7. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case.
8. The arbitrator's decision shall be final and binding on the union, all employees covered by this agreement and on the City. But the City or the union may challenge the award if it was not made in accordance with the arbitrator's jurisdiction and authority under this statement.
9. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
10. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any City employee other than the aggrieved shall not apply to their participation (in arbitration) cases.
11. Except as specifically provided, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and which are not excluded from arbitration.

#### 8. INFORMATION

A. The City shall make available to the Council, upon request, information, statistics, and records relevant to negotiations or necessary for the proper enforcement of the terms of this agreement.

#### B. Use of Past Record:

In imposing any discipline on a current charge, the department will not take into account any infractions which occurred more than twenty-four (24) months previously.

## 9. SENIORITY

Seniority is hereby defined as the length of continuous service after initial date of legal certification to a position, the duration of which is ninety (90) days or more, or is seasonal or after date of induction into the classified service as provided by law. Seniority, as defined above and in accordance with the Rules of the Civil Service Commission, is established primarily to serve as a basis for the lay-off and re-employment of employees.

This definition of seniority shall not be deemed as restricting or limiting the establishment of other definitions of seniority for administrative purposes or personnel processes other than lay-offs and re-employment, as provided for in Supplemental Agreements between Departmental-Management and their local unions.

No seniority employee shall suffer a reduced work week to enable the City to continue the employment of a non-seniority employee.

## 10. DEATH BENEFITS

Death benefits for all regular City employees covered by this agreement are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 16, Article 9, Section 16-9-2 currently provides a death benefit of \$4,900.00.

### A. Membership

Mandatory for regular employees.

### B. Contributions

By the City - \$14.56 per year per employee.

By the Employee - 25¢ per week or \$13.00 per year.

In addition to the Death Benefit as specified in Chapter 16, Article 9, Section 2 of the Code, a duty death payment of \$2,500 will be paid to employees who are killed or who die as a result of injuries sustained in the actual performance of their duties, in accordance with the Common Council resolution of March 2, 1954, p. 509.



## 11. LONGEVITY PAY

- A. Employees may qualify for the first step of longevity pay provided they have served as City employees for an accumulated period of eleven (11) years.
- B. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of sixteen (16) years.
- C. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, effective December 1, 1973, provided they have served as City employees for an accumulated period of twenty-one (21) years.
- D. The first step of longevity increment shall be one-hundred fifty dollars (\$150). The second step of longevity increment, inclusive of the first step, shall be three-hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second steps, shall be four-hundred and fifty dollars (\$450).
- E. Employees who have qualified for longevity pay and have accumulated at least 216 days of paid time exclusive of overtime or premium time during the year immediately preceding any December 1 date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any other date of qualification. Except for employees first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 1st.

No employee will be denied a full longevity payment on December 1 because of a temporary unpaid absence of 30 continuous days or less extending through the December 1 date in question.

F. Employees who first qualify for longevity pay increments in any month after any December 1st date shall be paid such increment on a pro-rata basis upon attaining such qualification in the amount of a full increment less one-twelfth (1/12) thereof for each calendar month or fraction thereof from the previous December 1st date to date of such qualification.

G. Prorated longevity payments may be made between December 1 dates to qualified employees and officers who separate or take leave from City service, excluding those who are discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment shall be paid for time served on a full calendar month basis since the date of their last longevity payment provided, that each month shall contain at least eighteen days of service.

H. All of the above provisions in accordance with Chapter 16, Article 11 of the Municipal Code of the City of Detroit.

12. HOSPITALIZATION - MEDICAL COVERAGE  
-EYE CARE-

A. The Employer agrees to pay the full premium for hospitalization medical coverage, based on the Blue Cross Ward rate under the Michigan Variable Fee coverage ("VF-1") for the employee and legal dependents and duty disability retirees and their dependents, and duty death beneficiaries and their dependents, as provided by Chapter 16, Article 9, Section 5-8, and Section 10 of the Municipal Code of the City of Detroit. The City agrees to pay the premium for regular retirees but not their families. Employees shall have the option of choosing any hospitalization medical coverage approved by the Employee Benefit Board.

B. The City will contribute twelve (\$12.00) dollars per fiscal year per employee toward the Eye Care Insurance Program provided by the Employee Benefit Board of the City of Detroit. It is understood that no additional funding will be made by the City and that any requirements beyond this amount in the future will be the responsibility of the employee.

13. SICK LEAVE

A. All employees who shall have completed three (3) months of continuous service shall be granted one day of sick leave for each service month of not less than eighteen (18) normal service days, not to exceed twelve (12) sick leave days in any one fiscal year. Sick leave earned after July 1, 1971, may accumulate without limitation in accordance with Chapter 16, Article 7, Section 2 of the Municipal Code of the City of Detroit.

B. Additional sick leave of five (5) service days shall be granted on July 1 to all employees with a full year of service. All reserve sick leave earned after July 1, 1971 may accumulate without limitation in accordance with Chapter 16, Article 7, Section 2 of the Municipal Code of the City of Detroit.

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

D. All of the above shall be in accordance with Chapter 16, Article 7 of the Municipal Code of the City of Detroit.



#### 14. FUNERAL LEAVE

A. If a death occurs among members of the employee's immediate family, the employee may be granted three (3) days of leave, not to be charged to sick leave, provided that such leave may be extended to five (5) days within the discretion of the Department Head based on individual circumstances.

B. A definition of immediate family. The immediate family is then defined as wife, husband, son, daughter, brother, sister, father, mother, or other members of the household.

C. If a death occurs among the relatives of the employee, the employee may be granted one (1) day leave, not to be charged to sick leave.

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

E. All of the above provisions shall be in accordance with Chapter 16, Article 7, Section 2.1 of the Detroit City Code.

#### 15. PENSIONS

Pensions shall be as provided by the Employee Pension and Benefit Plan under the Charter of the City of Detroit.

#### 16. PRIVATE CAR MILEAGE

A private car mileage shall be provided at the rate of eleven cents (11¢) for the first one hundred miles per month, at nine cents (9¢) for the next two hundred miles per month, and eight (8) cents for the remaining authorized miles per month and otherwise according to the resolution of July 16, 1957, JCC p. 1515.

B. An allowance of \$1.00 per day shall be provided for each day an employee is authorized to use his automobile in City business in addition to the mileage plan in section 16-A.

#### 17. HOLIDAYS AND EXCUSED TIME

A. Employees shall be entitled to the following eight (8) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, Election Day, or an additional swing holiday in lieu of Election Day as designated by Common Council.

Employees shall be entitled to two (2) swing holidays in each fiscal year. New employees shall be entitled to the first swing holiday after ninety (90) calendar days and the second swing holiday after one-hundred eighty (180) calendar days.

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

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

For the purpose of this section, an employee shall be considered off the payroll if he is fired, quits, is on a formal leave of absence granted by the Civil Service Commission (generally over 30 days) or laid off. An employee's payroll status not covered by the above shall be subject to a special conference. Criteria to be used to determine payroll status will be if the absence of the employee shall be for more than 30 days.

D. If an employee is absent without just cause on a holiday on which he is scheduled to work he shall receive no pay for the holiday.

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

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

G. Employees shall be granted four (4) hours of "excused time" on Good Friday or the last four (4) hours on the last scheduled paid day prior to Good Friday, and the last four (4) hours on the last scheduled paid day before Christmas and New Year's provided they are on the payroll through the holiday in question. Employees required to work any portion of the "excused time" on these days will receive equal time off for hours worked but not to exceed four (4) hours for any of the half days. No holiday premium will be paid for work on these days. When an employee is absent without good cause for the non-excused portion of the day, he shall forfeit this excused time for the day.

H. Effective with the fiscal year beginning July 1, 1972, employees shall be granted eight (8) hours of excused time for Martin Luther King's birthday. Employees required to work on this day will receive equal time off. No holiday premium will be paid for work on this day. If an employee is scheduled to work on this day and is absent without just cause, he shall receive no pay or equivalent time off for the day.



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

J. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on Sunday, it shall be observed on the following Monday.

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

## 18. VACATIONS

A. Eligibility: Employees inducted during the course of the fiscal year shall not be eligible for vacation leave, without deduction of pay, until they shall have earned at least 800 hours of paid time, exclusive of overtime or premium time and until they have attained status as city employees for at least six (6) months. When employees qualify, as above stated, they shall be entitled to five (5) days of vacation leave. Once employees have earned at least 1600 hours of paid time, exclusive of overtime, and have attained status as an employee for at least 12 months, they are entitled to five (5) additional vacation days. In order that an employee's time may be computed on a fiscal year basis, on the July 1st following his first year anniversary date, the employee will be entitled to a prorated vacation leave computed by multiplying the number of months remaining from the anniversary date to the end of the fiscal year, by 8.3% and rounding the product to the nearest whole number. Thereafter, their vacation shall be computed on a fiscal year basis.

B. The vacation schedule shall be as follows:

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

C. Vacation Period:

1. Vacations will, in so far as possible, be granted at a time most desired by employees according to their seniority and in accordance with local supplemental agreements.
2. When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day.
3. If an employee becomes ill while on his vacation or prior to, his vacation shall be re-scheduled after proof of such illness.

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

D. Vacation Proration:

Employees who fail to accumulate the required sixteen hundred (1600) hours, those who died, and those who are separated from the service, either temporary or permanently, so that it is apparent at the time of separation that they will not accumulate sixteen hundred (1600) hours of paid time, shall be entitled to vacation leave before such separation computed as follows: 8.3% of the vacation credit of the previous July 1st multiplied by the number of calendar months in which employees have been paid for, not less than eighteen (18) normal service days, excluding overtime, and rounded to the nearest whole number. After 1600 hours are worked in a fiscal year, employees will be entitled to 100% of their next July 1st vacation. In the special situation employees, who have attained status for at least twelve (12) months but have not yet been placed on a fiscal year basis and who are separated from the service, shall be entitled to prorated vacation leave, computed by multiplying the number of months worked from the one year anniversary date to the date of separation by 8.3% and rounding the products to the nearest whole day. Current rules governing vacation shall otherwise continue to apply.



E. Vacation Proration - Layoffs:

If an employee is laid off for an extended period of time, he will receive any unused vacation credit including that accrued in the current fiscal year on a prorata basis according to Section 31-D.

A recalled employee, who received credit at the time of lay-off for the current fiscal year will have such credit deducted from the total vacation earned in the fiscal year in which he is laid off.

19. JURY DUTY

A. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay for all days he is required to serve on jury duty in accordance with the Common Council Resolution of March 16, 1965, J.C.C. page 459, as will be amended.

B. Jury duty shall be considered as time worked

20. SUPPLEMENTAL AGREEMENTS

The parties agree that Supplemental Agreements involving matters not covered herein and peculiar to a specific department are attached hereto and are part of the entire Agreement. Such supplemental agreements shall terminate in the manner specified in Article 24, herein.

21. SAVING CLAUSE

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

22. DURATION

This Agreement shall remain in full force and effect until midnight, June 30, 1974, when it shall terminate. If either party desires to renegotiate this Agreement, he shall give the other party written notice to this effect not less than sixty (60) nor more than ninety (90) days prior to the expiration date. In any event, this Agreement shall not be extended beyond the expiration date except by written consent of the parties.

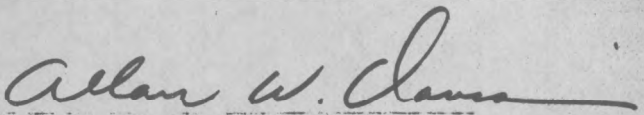
DETROIT BUILDING AND  
CONSTRUCTION TRADES COUNCIL

CITY OF DETROIT

\_\_\_\_\_  
President, Detroit Building  
Construction Trades Council

\_\_\_\_\_  
Roman S. Gibbs, Mayor

\_\_\_\_\_  
Secretary-Business Manager,  
Detroit Building and  
Construction Trades Council

  
\_\_\_\_\_  
Allan W. Davis, Director  
Labor Relation Bureau

\_\_\_\_\_  
W. I. Stecher, Controller

\_\_\_\_\_  
Michael Glusac  
Corporation Counsel

\_\_\_\_\_  
Charles A. Meyer  
Secretary-Chief Examiner  
Civil Service Commission



EXHIBIT A

CLASSIFICATIONS COVERED IN CITY-WIDE RECOGNITION

Automatic Substation Apprentice	General Welder (Specific Funds)
Automatic Substation Maintenance Man	Water - 501
	DPW: San-144, CBM-170
Boiler and Furnace Repairman	Housing - 450
	Parks and Recreation
Bricklayer - Apprentice	
Bricklayer - General	Glazier
Bricklayer - Sub-Foreman	
Bricklayer - Sub-Foreman	Lineman Apprentice
Bricklayer - Tunnels	Line Helper
	Lineman
Building Trades Helper	
Building Tradesman - Carpenter	Maintenance Millwright
Building Tradesman - Mason	
Building Tradesman - General	Mechanical Tradesman - Millwright
Building Tradesman - Steamfitter	Painter Apprentice
Cable Splicer Apprentice	Painter
	Painter Sub-Foreman
Carpenter Apprentice	
Carpenter Sub-Foreman	Plasterer Apprentice
Composite Floor Layer	Plasterer
Concrete Finisher (Single Titles Only)	
Display Painter	Plumber Apprentice
Electrical Helper	Plumber
Electrical Repairman - Communications	
Electrical Repairman - General	Power Cable Splicer
Electrical Worker - Apprentice	
Electrical Worker - General	Roofer
Electrical Worker - Sub-Foreman	Roofing Sub-Foreman
	Senior Automatic Substation Maintenance Man
Electrical Worker - Traffic Control	Senior Lineman
Electronics Technician	
Elevator Maintenance Man	Sheet Metal Worker Apprentice
Finish Carpenter	Sheet Metal Worker
Finish Painter - Building Spray	Sheet Metal Worker Sub-Foreman
Finish Painter - Swing Stage	Signal Cable Splicer
	Signal Lineman
Furnace Mason	
Gas and Oil Fire Equipment	Sign Painter
	Sign Stencil Preparator
Heating Equipment Installation Man	Steamfitter Apprentice
Gas and Oil Fired Heating Equipment Repairman	Tile and Terrazzo Worker

EXHIBIT B

Detroit Building Trades Council AFL-CIO  
2988 East Grand Boulevard  
Detroit, Michigan 48202

Gentlemen:

It is hereby recognized that no policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City Officials:

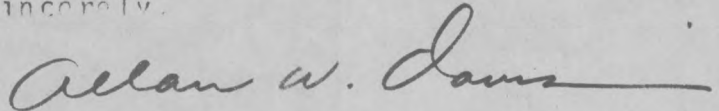
1. The Charter responsibilities of the Mayor as executive officer for enforcing the laws of the State and the Charter, passing upon Ordinances of the Common Council, recommending an annual budget of appropriations, and the proper performance of all executive departments.
2. The responsibility of the Common Council for the enactment of Ordinances, the appropriation of money, and final determination of employees compensation.
3. The responsibilities of the Civil Service Commission, for determining classification, determining status and tenure of employees, establishing rules, investigating promotions, and disciplinary actions, certification of payrolls, and the investigation of action of appointees in the classified service.
4. The responsibilities of Department Heads, governed by Charter provisions, Ordinances and Civil Service Rules and Regulations: (a) to hire, assign, transfer, and promote employees to positions within the Agency; (b) to suspend, demote, discharge or take other disciplinary actions, against employees; (c) to relieve employees from duties because of lack of work or lack of funds; (d) to determine the methods, means and personnel necessary for departmental or agency operations; (e) to control departmental or agency budgets; (f) to take whatever actions are necessary in situations of emergency to perform the functions of the department.



Detroit Building Trades Council, AFL-CIO  
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5. The responsibilities of the City Controller, to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions and Ordinances for this purpose, subject to the authority of the Departments and the Common C\$ and Employee Benefit Boards for administering Charter and Ordinance provisions relating to retirement and employee benefit systems.

Sincerely,



Allan W. Davis  
Director

Approved:  
Detroit Building & Construction  
Trades Council