

6/30/92

NOTE: The Summary of statements below are not intended to constitute any interpretation or meaning apart from the actual language set forth in the labor agreement.

Detroit Civilian Crossing Guards - Local #1863
Michigan Council #25, AFSCME, AFL-CIO
1989-92

SUMMARY OF CHANGES

ARTICLE

- 3. Union Rights.
Sec. B. Deleted "in an amount equal to..." Changed "in an amount determined by the Union in accordance with applicable law."
 - 18. Elimination of Crossings
The order of displacements is new. Previously based on "individual school district" only.
 - 19. Fill-in Crossings - New Article
Offers fill-in crossing opportunities to crossing guards before substitutes under proper notice.
 - 20. Transfers
Sec. C. 1. Added to allow a senior guard to be restored to his/her previous number of daily crossings when vacancies occur.
 - 32. Wages
4%, 4%, 4%
 - 37. Duration, Modification and Termination
Updated
- EXHIBIT I - Wage Schedule
Updated

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A G R E E M E N T

BETWEEN THE
CITY OF DETROIT

AND

DETROIT CIVILIAN CROSSING GUARDS - LOCAL #1863
MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

1989-92

MASTER AGREEMENT BETWEEN THE CITY OF DETROIT AND THE DETROIT CIVILIAN
CROSSING GUARDS, LOCAL #1863

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MASTER AGREEMENT BETWEEN THE CITY OF DETROIT AND THE DETROIT CIVILIAN
CROSSING GUARDS, LOCAL #1863

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AGREEMENT

This Agreement is entered into by and between the City of Detroit, a Michigan Municipal Corporation, hereinafter designated as the "Employer" or the "City", and the Detroit Civilian Crossing Guards, Local 1863, and Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter designated as the "Union."

PURPOSE AND INTENT

A. The general purpose of this Agreement is to set forth wages, hours, terms and conditions of employment for the duration of this Agreement and 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.

B. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

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

D. 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, accordingly, to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all persons employed in the bargaining unit in all phases of the employment process, without regard to race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status, or non-disabling handicap, except where based on a bona fide occupational qualification in accordance with applicable State and Federal laws.

1. RECOGNITION OF UNION

A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment for the term of this Agreement of all employees holding the position of Regular School Crossing Guard assigned on a permanent basis during the academic school year.

B. The City will not promote any labor group or organization which purports to engage in collective bargaining or make any agreement with any labor group or organization which would violate any rights of the Union under this Agreement.

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Consistent with the express terms of this Agreement:

A. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority as set forth in the Charter and the Home Rule Act.

B. The City reserves the right to discipline and discharge for just cause. The City shall have the right to determine reasonable schedules of work and to establish the method and processes by which such work is performed, provided, they do not conflict with the terms of this Agreement. The Union shall have the right to grieve on the interpretation and application of these provisions.

C. Except as specifically abridged, delegated, granted or modified by this Agreement, or any supplementary agreements that may hereafter be made, all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively and without limitations within the rights of the City.

3. UNION RIGHTS

A. No employee covered by this Agreement shall be required to perform work other than the work of a School Crossing Guard except in duty related emergencies.

B. Employees shall have the right to the service of their steward, or in the steward's absence, the proper union representative.

4. AGENCY SHOP

A. Employees who are not members of the Union who desire membership in the recognized bargaining unit shall confirm their desire to join for the duration of this Agreement by initiating their union application form and dues deductions authorization forms. Employees will be admitted to Union membership without the payment of an initiation fee providing their Union membership application is submitted within ninety (90) working days of the effective date of this Agreement.

B. Any person employed with the City as a Crossing Guard on/or after October 11, 1947 and is covered by this Agreement, who is not a member of aforesaid Union and does not make application for membership within ninety (90) working days from the effective date of this Agreement or from the date of employment whichever is later, shall, as a condition of employment, pay to the Union each month a service fee as a contribution towards the administration of this Agreement, in an amount determined by the Union in accordance with applicable law. Such service fee shall be paid on/or after his/her ninety-first (91st) working day of employment or ninety (90) working days after the effective date of this Agreement, whichever is later. Employees who fail to comply with this requirement shall be discharged by the employer within thirty (30) working days after receipt of written notice to the employer from the Union, unless the City is otherwise notified by the Union, in writing, within thirty (30) working days, and provided, that the Union shall release the employing department from fulfilling the obligation to discharge if during the thirty (30) working days period following notice to the employer from the Union, the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

C. All deductions under this article shall be subject to revocation by the employee who executed such assignments, upon giving a written notice to assignees and the Finance Director within the thirty (30) working days period immediately prior to the expiration date of this Agreement. The Finance Director and the City Treasurer shall thereafter cease withholding any money whatever under such assignments.

D. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the assignees' last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and the assignees under such assignments (Chapter 13, Article 4, Section 4, of the Municipal Code of the City of Detroit).

E. The Union agrees that, in the event of litigation against the City and its agents or employees arising out of this provision, it will co-defend and indemnify and hold harmless the City, its agents or employees from any monetary award arising out of such litigation.

F. Dues Check-Off:

1. The employer agrees to deduct from the wages of any employee, who is a member of this 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 herein (see paragraph G), provided, that the said form shall be executed by the employee. The written authorization for union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) working days immediately prior to expiration of this contract. The termination notice must be given both to the employer and to the Union.

2. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the local union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Secretary-Treasurer of the local union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and initiation fees.

3. The employer agrees to provide this service without charge to the Union.

G. Dues Deduction Check-Off Card:

DUES DEDUCTION AUTHORITY TO THE
FINANCE DIRECTOR:

Effective this date, I hereby request and authorize the City of Detroit to deduct from my earnings bi-weekly a sufficient amount to provide for the regular payment of monthly union or association dues as may be fixed and certified by the duly authorized officers of the

ASSIGNEE _____
_____ Local Union or Association
No. _____

I hereby waive all right and claim to said monies paid in accordance with this authorization.

By written notice this authorization is revocable by me any time during thirty (30) working days prior to the expiration of any written collective bargaining agreement between the City of Detroit and the Union or Association currently in effect or becoming effective while this authorization is in force or upon termination of my employment. Notice of revocation must be given to the Finance Director and to the Union or Association.

SIGNATURE

DATE

ADDRESS

H. Service Fee Check-Off:

1. The employer agrees to deduct from the wages of any employee who is not a member of the Union, all union service fees as provided in a written authorization in accordance with the standard form used by the employer herein (see paragraph I), provided, that the said form shall be executed by the employee. The written authorization for service fee deduction shall remain in full force

and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) working days immediately prior to expiration of this contract. The termination notice must be given both to the employer and to the Union.

2. The amount of such fees will be equal to the dues provided and determined by Article 4 of this contract.

3. The employer agrees to provide this service without charge to the Union.

I. Service Fee Check-Off Card:

SERVICE FEE DEDUCTION AUTHORITY TO THE
FINANCE DIRECTOR:

Effective this date, I hereby request and authorize the City of Detroit to deduct from my earnings bi-weekly a sufficient amount to provide for the regular payment of monthly union or association fees as may be fixed and certified by the duly authorized officers of the ASSIGNEE

_____ Local Union or Association No. _____

I hereby waive all right and claim to said monies paid in accordance with this authorization.

By written notice this authorization is revocable by me any time during thirty (30) working days prior to the expiration of any written collective bargaining agreement between the City of Detroit and the Union or Association currently in effect or becoming effective while this authorization is in force or upon termination of my employment. Notice of revocation must be given to the Finance Director and to the Union or Association.

SIGNATURE

DATE

ADDRESS

J. If any provision of this article is invalid under Federal law or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

5. UNION REPRESENTATION

A. There shall be one steward and one alternate for each representative zone shown in Exhibit II and described below. A representative zone is defined as the areas serviced by at least one School Safety Officer.

B. Chief Stewards and Alternates - For the purpose of allocating chief stewards under this Agreement, the following representative zones are established:

Zone 1. Representative Area Bounded by:

North -- 8 Mile Road - City Limits
East -- City Limits
South -- Detroit River
West -- I-75 to McNichols to Woodward to 8 Mile Road

Zone 2. Representative Area Bounded By:

East -- I-75 to Highland Park City limits
South -- Detroit River
North -- Highland Park City Limits West to Lodge Freeway,
north to Davison, West to Livernois
West -- City limits to Tireman then North on Livernois to
Davison, East to City of Highland Park

Zone 3. Representative Area Bounded By:

North -- 8 Mile Road -- City Limits
West -- City Limits
South -- City Limits
East -- Livernois to Davison, West to City of Highland
Park, North on Woodward to 8 Mile Road

One Chief Steward shall serve in each of the representative areas. In addition, each representative area shall have one alternate who shall serve as the Chief Steward in the Chief Steward's absence.

The Chief Steward's function is to investigate, process, and bring forth all grievances under Step II of the Grievance Procedure and serve as elsewhere designated in this Agreement.

C. There shall be a Grievance Committee in each of the three representative areas as defined above. The Grievance Committees shall represent employees in the grievance procedure beginning at the third step. The Local Union President shall be the chairperson of these grievance committees. The other two members of each committee shall be the Chief Steward and one local union member from the area in which the grievance originates. The Local Union President shall designate one member of the Committee to investigate the grievance.

D. The Union shall be notified within five (5) working days of any alteration, creation or elimination of any representative zones. Where a new zone has been created or an old zone eliminated, necessary representative changes will be made to comply with Section A above.

6. UNION CONVENTIONS

A. Delegates elected to State and National Union Conventions will be allowed time off to attend such conventions without pay and without the loss of seniority in ratio to one (1) delegate for every two hundred (200) dues paying members, excluding substitutes, or the major fraction thereof.

B. Delegates elected to National Union Conventions will be allowed time off without pay for up to five (5) working days.

C. Delegates elected to State Union Conventions will be allowed time off without pay for up to three (3) working days.

D. The above provisions can be applied to two (2) National Union Conventions annually and two (2) State Union Conventions annually.

7. GRIEVANCE PROCEDURE

Step I:

Any employee who feels that he or she has been unjustly dealt with, or that any part of this Agreement has been violated as to its interpretation or application shall discuss the matter with the School Safety Officer with or without the presence of the Steward or alternate. If the employee requests the presence of the Steward, such request shall be granted without undue delay. All parties will discuss the matter in a friendly and business-like manner and will make every effort to reach a satisfactory settlement. When the Steward's presence is requested, it shall be the obligation of the School Safety officer to notify the proper steward.

Step II:

Any grievance that cannot be settled at the first step of the grievance procedure shall be submitted by the Chief Steward to the School Safety Officer in written form within five (5) working days of the answer to the discussion in Step I. Said grievance form must include a statement of the grievance, the facts upon which it is based and the disposition requested. The School Safety Officer shall answer such grievance in writing within five (5) working days after processing of said grievance. If the written answer is unacceptable to the Union, the grievance shall be appealed to the third step of the Grievance Procedure within five (5) working days by the Local Union President.

Step III:

A meeting between the Local Union President or designated representative and the Traffic Section Commanding Officer or designated representative shall be scheduled and held within ten (10) working days with at least three (3) but no more than four (4) representatives from the City and at least three (3) but no more than four (4) representatives from the Union. The Traffic Section Commanding Officer or his/her designated representative shall render a written decision to the Local Union President within five (5) working days from the date of the meeting with a copy sent to Michigan Council 25. A Michigan Council 25 representative may attend said meetings.

Step IV:

If the grievance is not satisfactorily settled at Step III, Michigan Council 25 may appeal the decision on a standard appeal form to the Labor Relations Division within fifteen (15) working days. A meeting

will take place within thirty (30) working days between at least two (2) but no more than four (4) representatives of the City and at least two (2) but no more than four (4) representatives of the Union in an effort to settle said grievance. A representative of Michigan Council 25 shall be in attendance. The grievant shall not be present at this meeting unless the case involves a discharge. A written answer to the grievance shall be rendered by the Labor Relations Division to the Local Union President with a copy to Michigan Council 25 within ten (10) working days from the date of the meeting.

Step V - ARBITRATION

Any unresolved grievances which relate to the interpretation, application or enforcement of any specific article or section of this Agreement, or any written supplementary agreement or letters and Memoranda of Understanding appended to this Agreement, and which have been fully processed through Step IV of the grievance procedure, may be submitted to arbitration in strict accordance with the following:

A. Arbitration shall be invoked by written notice to the other party of intent to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) 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. If the party desiring arbitration fails to refer the matter to the American Arbitration Association within a reasonable time, not to exceed ninety (90) days of the notice of intention to arbitrate, the matter shall be considered settled on the basis of the last answer to the grievance.

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

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.
2. Concerning appeals to the Mayor pursuant to applicable State Law.
3. Granting any wage increases or decreases.
4. Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement.

C. No settlement at any stage of the grievance procedure, except an arbitration decision, shall be precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.

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

E. The decision of the arbitrator in a case shall not require retroactive wage adjustment in another case except by express agreement of the parties.

F. There shall be no appeal from the arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union.

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

H. The expense of the arbitrator shall be shared equally by the parties. The aggrieved and his/her local representative shall not lose pay for time off the job while attending the arbitration proceedings.

I. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and which are not excluded from arbitration.

8. STIPULATIONS TO THE GRIEVANCE PROCEDURE

A. All oral discussions and scheduled meetings pertaining to the grievance procedure shall take place between 8:00 A.M., and 4:00 P.M. Employees participating in the grievance procedure shall not be compensated by the City for such participation at Steps 1, 2 or 3, but shall receive compensation for any crossings missed as a result of participation at the 4th Step.

B. Any grievance under this Agreement which is not filed in writing within twenty (20) working days after the grievance arises shall not be considered a grievance.

C. The time limits in any step of the grievance procedure may be shortened or extended or any step may be eliminated by a mutual agreement confirmed in writing at the time of said mutual agreement.

D. Any grievance not appealed in writing from a decision at Step 2 to Step 3 within five (5) working days or from a decision at Step 3 to Step 4 within fifteen (15) working days shall be considered settled on the basis of the last answer to the grievance.

E. The Union may withdraw a grievance without prejudice at any step of the grievance procedure.

F. The parties agree to exchange in writing within ten (10) working days after the signing of this Agreement their representatives' names and titles to be contacted at each step of the grievance procedure.

G. If the appropriate union representative requests information regarding a grievance from an aggrieved employee's personnel file, such information will be made available to the Union without undue delay. However, if such information is of such a nature that its release could be damaging to the employee and suit for damages could be brought against the City therefor, the Employer may request that the Union present written authorization from the employee to release such information.

It is agreed that any information requested in accordance with the above provision which is not available to the Union shall not be admissible as evidence in any step of the grievance procedure or any grievance hearing pertaining to the said filed grievance.

H. "Working Days" as used in the grievance procedure shall include Monday through Friday and exclude Saturdays, Sundays and holidays.

I. Each grievance shall be decided on its own merit, and the resolution of any grievance shall not serve as a precedent in the resolution of another grievance.

J. Disciplinary action is intended to be of a corrective nature. Management will manage its affairs consistent with the purpose and intent of this Agreement.

K. Because of the possible great distances which may exist between the crossing of an employee and that of his or her steward, the Police Department agrees to have its School Safety Officers notify the appropriate steward when employees desire to discuss job related matters with their stewards. Such notification to the steward will be done without undue delay after the employee informs the School Safety Officer of the desire to confer with the Steward.

L. Discussions between employees and stewards will not occur at times which interfere with any crossings without prior approval of the School Safety Officer, or in his/her absence, his/her designee, nor will the employee or steward receive compensation for the time spent on discussions.

The above procedures (Section K and L) shall not be abused.

9. DISCIPLINARY TERMINATION APPEAL PROCEDURE

A. In case of a temporary dismissal or permanent dismissal from the payroll for disciplinary reasons, the Department agrees to promptly notify in writing the affected employee and steward or designated representative. The Department also agrees to promptly notify the Local Union President, in writing, of such disciplinary action.

B. Upon the request of the employee or steward, the School Safety Officer will arrange for a prompt meeting at the precinct station between the employee, steward, and School Safety Officer to discuss the disciplinary action. This procedure will not apply when the disciplined employee is absent without leave.

C. Should the Union consider the disciplinary action to be in violation of the interpretation or application of this Agreement, the Local Union President shall submit a written grievance to the Traffic Section Commander within seven (7) working days of the action. The grievance shall be entered and processed in accordance with Step 3 of the Grievance Procedure.

D. When imposing any discipline, the Department will not take into account any infraction which occurred more than sixteen (16) working months prior to the current alleged infraction.

10. TIME LIMIT ON MONETARY CLAIMS

A. The City shall not be required to pay back wages more than five (5) working days prior to the date a written grievance is filed, except in cases of extenuating circumstances which prevented the timely filing of a grievance, then the limit shall be increased to fifteen (15) working days.

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

C. In the case of a pay shortage in which the employee would not have been aware before receiving his/her pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such pay, if a grievance is filed within the twenty (20) working days within receipt of such paycheck.

D. Where by payroll error an employee is underpaid or overpaid, the City is expressly authorized to correct the underpayment or overpayment by payroll adjustment. The City shall notify an employee in writing fourteen (14) days prior to making any overpayment recovery.

The correction of the underpayment shall be made within 60 days after notification to the department personnel officer.

For overpayment recoveries the City is authorized to deduct up to fifty dollars (\$50) weekly or one hundred dollars (\$100) bi-weekly. If the employee separates from City service, the entire unpaid balance shall be recoverable immediately.

If the amount owed by the employee is over \$2,600, the City reserves the right to seek immediate recovery through the appropriate legal proceedings.

11. SPECIAL CONFERENCE

A. Special Conferences for important matters including health and safety will be arranged between the Local Union President and the Traffic Section Commanding Officer or their designated representatives upon the request of either party. Such meeting shall be between no more than three (3) representatives of the department and no more than three (3) representatives of the local union.

B. Arrangements for such Special Conference shall be made in advance and an Agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the Agenda. Such conferences shall be held within seven (7) calendar days after the request is made.

C. Conferences shall normally be held between the hours of 9:00 A.M. and 3:00 P.M. Such conferences shall be scheduled so as not to conflict with the Crossing Guards' work schedules. However, if Special Conferences should conflict with work schedules and if substitute personnel are available, employees attending conferences shall not suffer loss of time or pay. This meeting may be attended by representatives of Michigan Council 25.

D. The Employer will submit to the Union a written position statement on the matters taken up in Special Conference within ten (10) working days after said conference.

12. HEALTH AND SAFETY

It shall be the responsibility of the Department and the City to provide and maintain safe working conditions for employees in the bargaining unit. The Union will cooperate to that end and will encourage its bargaining unit members to work in a safe manner.

Upon verbal request of the local union president, followed by written notification, the appropriate School Safety Officer shall promptly investigate the alleged unhealthy or unsafe conditions. Meetings on Health and Safety matters shall be conducted in accordance with the Special Conference Article.

13. SENIORITY

A. The application of seniority shall be used as stated in this Agreement and have no other application to any other employment in the City service.

B. Seniority is hereby defined as the total length of continuous service after the initial date of contractual hire as a School Crossing Guard. Seniority date is the date on which such continuous service started, or the date as adjusted or modified per the following non-paid service interruptions which shall be considered as breaks in service.

1. All time in excess of the first four (4) months of an approved absence for long term physical and mental incapacity.

2. Service as a substitute School Crossing Guard after having served a period as a regular School Crossing Guard. Seniority in such instance will otherwise be in accordance with Section E.

C. New employees shall serve a trial period for the first ninety (90) days worked. Upon successful completion of the trial period the employees shall be entered on the seniority list with a seniority date as of the first day of the trial period.

The Union shall represent trial employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. The Union does not represent trial employees who are terminated or temporarily terminated for disciplinary reasons for other than union activities.

D. Seniority shall not be accrued by a School Crossing Guard while on substitute status. Once the substitute School Crossing Guard is placed in a regular position, and successfully completes the trial period, seniority shall be adjusted to include all days worked as a substitute School Crossing Guard.

E. The Police Department will furnish a list of employees by representative district to the Local Union President and Michigan Council 25, one (1) month after the opening of schools each year during the term of this Agreement. It will show the name, payroll number, crossing location, and seniority date of all employees in the bargaining unit.

F. An employee will lose all seniority for the following reasons only:

1. The employee resigns or quits.
2. The employee is permanently dismissed for disciplinary reasons and the action is not reversed through the grievance procedure.
3. The employee is permanently removed from the payroll.
4. Failure to return to the active payroll for any period beyond the term of office for Local Union President when the employee has availed herself of the provisions of Article 24.
5. The employee does not return at the expiration of approved periods of absence in accordance with Section B. 1, of this Article.

G. Absence from work for three (3) consecutive work days without notice to the employer shall be treated as a voluntary quit unless the employee demonstrates that he/she was incapable of reporting to his/her Department for justifiable cause.

14. SENIORITY OF UNION OFFICIALS

In the event crossings are eliminated, the Local President, Vice-President, Chief Stewards, and Stewards shall be continued as long as there are crossings within their respective zone.

If all crossing are eliminated within the zone of the Local President, the President will be continued as long as there are crossings within the other representative zones. The President will be continued by displacing city-wide the crossing guard with the least seniority.

15. TIME-OFF FOR UNION BUSINESS

The local union president shall have one (1) day per month for local union business provided the president is assigned to a post with four or more crossings.

16. NOTIFICATION TO UNION

A. The Department agrees to notify the Local Union President in writing within ten (10) working days of the following:

1. New Hires
2. Transfers
3. Persons returning to payroll
4. Persons eliminated from their crossings per the "Elimination of Crossings" article, or other changes in crossings
5. Persons otherwise leaving payroll
6. Copy(s) of written reprimands

B. The Department shall notify the Local Union President in writing within ten (10) working days after the signing of this Agreement: the names, badge number, and work phone number of the School Safety Officers who are assigned to each school zone.

C. Immediately upon the signing of this Agreement, the Department will provide the Union with a copy of all established rules and regulations. The Union will be notified of any changes in rules and regulations ten (10) working days prior to implementation of such changes.

17. NEW HIRES

At the time employees are hired they will be informed by the Department of their contractual obligation to the Union.

18. ELIMINATION OF CROSSINGS

A. When a crossing in a school district is eliminated, the affected Crossing Guard shall have the right at the time of elimination, to displace the Crossing Guard in the individual school district with the least seniority.

In cases of layoff only, the order of displacement shall be as follows:

B. Only in situations where lay off occurs will the Crossing Guard have the right, at the time of elimination, to displace the Crossing Guard with the least seniority in the representative zone as defined in Exhibit II.

C. If a Crossing Guard is displaced after exercising his/her bumping rights in his/her representative zone, the Crossing Guard shall have the right to avoid layoff, only at the time of elimination, to displace the Crossing Guard in the City with the least seniority.

D. In the event that the affected Crossing Guard is the least senior or that there are no other crossings in the City, the Crossing Guard shall be removed from the Department's active payroll and placed on the "Elimination List" for that representative zone. Such lists will be kept in seniority order. The Guard so placed shall be offered the first open crossing in the representative zone before any transferring or newly hired guard is assigned. The Crossing Guard will remain on the list for a maximum of thirteen (13) working months without the loss of seniority, after which time the employee will be permanently terminated.

19. FILL-IN CROSSINGS

Prior to calling a substitute, the employer shall offer the opportunity to work all daily crossings for that location to an available Crossing Guard within the representative zone as defined in Exhibit II provided the Traffic Section Commanding Officer has one (1) week prior written notice of the need for a fill-in and the absence is for a duration of two (2) weeks or more.

20. TRANSFERS

It is mutually understood and agreed to by the parties that the proximity of a guard's residence to a crossing is beneficial to the success of the school crossing program. Crossing Guards can only transfer to a crossing that is declared vacant. In order to implement the transfer policy, transfers shall be permitted in the following manner:

A. Guards desiring a transfer to a crossing closer to their residence shall submit a written transfer request to the Traffic Section Commanding Officer, thirty (30) calendar days prior to the declaration of a vacancy.

B. All transfer requests will be kept on file until July 1st of each year.

C. When a vacancy is declared open, the vacancy shall be filled in the following order:

1. To those senior guards whose daily crossings have been reduced, if such vacancies will restore him/her up to his/her previous number of daily crossings.

2. The senior guard applying and residing in the individual school district.

3. The senior guard applying and residing in the individual School Safety Officer's zone.

4. The senior guard applying and residing nearest to said open position.

D. If no transfer requests are on file, the vacancy shall be offered to the Substitute Guard who resides closest to the vacancy.

E. This article shall not apply to Substitute Guards, except as specified in Section D, guards serving a trial period, or guards wishing to transfer outside the school district in which they presently reside.

F. Temporary transfers to a particular crossing when made in emergency situations, for thirty (30) days or less, shall not be subject to the provisions of this article.

21. CONTRACTUAL WORK

The right of contracting and sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union or to discriminate against any of its members.

22. MISCELLANEOUS CONDITIONS

A. The present payroll procedure shall be maintained during the term of this Agreement.

B. Employees required to appear at court hearings as a direct result of their duties as a School Crossing Guard will be released to fulfill their obligation. Upon receipt of a subpoena, the employee will notify a supervisor immediately.

Employees shall not suffer loss of time or pay as a result of fulfilling the required appearance. Employees shall receive their regular wages or retain the court appearance fee, whichever is greater, but in no instance shall payments be duplicated.

C. All members of the bargaining unit shall be residents of the City of Detroit.

D. Time off for short-term illness and attendance at funerals shall be governed by past practice.

23. SUPERVISION

Crossing Guards are responsible to the Detroit Police Department. In emergency situations, Crossing Guards will be required to follow the directions of school principals.

24. LOCAL UNION PRESIDENT

At the joint request of the Local Union President and Michigan Council 25, the Department shall relieve the Local Union President of the requirement to perform the duties of a School Crossing Guard for the term of office. The Local Union President will be removed from the Department's active payroll and will be given an approved absence.

The absence shall be without pay and without benefits but without the loss of seniority, subject to the provisions of Article 13, Section F-4.

When the Local Union President's term of office has ended and he/she is again required to resume the duties of a School Crossing Guard and seeks a return to the active payroll, he/she shall be placed on the Article 18 "Elimination List" for the school district from which he/she left prior to his/her approved absence. His/her right to return to a crossing shall be governed in accordance with Article 18.

Nothing in this Article shall be construed as affecting the Local Union President's status as a contractual employee holding the classification of School Crossing Guard and as such the Local Union President is subject to all the provisions of this Agreement.

25. JURY DUTY

Employees required to serve as jurors will be released to fulfill their obligation. A copy of the jury summons is to be submitted.

Employees shall not suffer loss of pay as a result of jury service and shall be paid the difference, if any, between the jury compensation and their regular wages as Crossing Guards.

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

26. INTERFERENCE WITH WORK

A. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slow-down, or withholding of service. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slow-down, or withholding of services.

B. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slow-down or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slow-down, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the City, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slow-down, or withholding of services and to return to work forthwith.

The employee cannot be ordered to cross a picket line if such action could result in an adverse effect on the personal safety of the employee.

27. TIME CARDS

The Department will provide all employees within the bargaining unit postage paid time cards which are to be mailed once weekly by the employees.

28. UNIFORMS

In lieu of a Uniform Allowance, the Department will provide a full uniform for all bargaining unit members in a regular position. Employees will be issued two pair of trousers, two short sleeve shirts and two long sleeved shirts as needed on an annual basis. A lightweight jacket and a hat will also be provided and replaced as needed. The Department will not exchange any uniforms that have been damaged because of negligence or unnecessarily altered for personal reasons.

Upon termination of employment, Guards will return all Police Department uniform items to the Traffic Safety Unit of the Police Department.

29. JOB ORIENTATION

A. The Department and the Union recognize the importance of adequately trained personnel. Therefore, within ninety (90) calendar days after the signing of this Agreement, all newly hired School Crossing Guards shall be given job orientation training. The orientation session shall not exceed four hours duration and Guards will receive pay equal to four crossings.

B. The Department will conduct an annual refresher training session for all Crossing Guards. The refresher session will not exceed two hours duration, and Guards will receive pay equal to two crossings.

C. The Department will designate the location where training sessions will be held. All Crossing Guards, including substitutes, are required to attend the appropriate session, and under no circumstances will a Guard be paid for failure to attend and, furthermore, absence from a training session may result in disciplinary action.

30. VETERAN'S RIGHTS

Nothing in this Agreement shall abridge the rights and preferences of veterans and members of the Armed Forces Reserves, as provided by Federal, State and Local laws.

31. SAVINGS CLAUSE

If any Article or Section of this Agreement 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 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.

32. WAGES

Wage Increases:

\$.17 increase per crossing effective 7-1-89

\$.18 increase per crossing effective 7-1-90

\$.185 increase per crossing effective 7-1-91

33. WORKERS' COMPENSATION

All employees shall be covered by the applicable Workers' Compensation laws.

34. DISCONTINUANCE OF OPERATIONS BY THE CITY OF DETROIT

The City will notify the Union if operations are to be discontinued, and upon request of the Union, the City will hold a Special Conference to discuss the discontinuance of operations.

35. COPIES OF CONTRACT

The City will provide the Union fifty (50) copies of the contract within sixty (60) working days of the effective date of the Agreement.

36. CONTENT

The parties acknowledge that for the life of this Agreement, they have voluntarily and unqualifiedly waived the right, and agreed that the other shall not be obligated, unless mutually agreed, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

37. DURATION, MODIFICATION AND TERMINATION

This Agreement shall become effective upon the effective date of Resolution of Approval of the City Council as provided by law and shall remain in full force and effect until 11:59 P.M., June 30, 1992.

If either party desires to modify this Agreement, it may give notice to the other party as early as February, 1992.

In the event the parties fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 1992, this Agreement will remain in effect on a day to day basis. Either party may terminate the Agreement by giving the other party a ten (10) calendar day written notice on or after June 20, 1992.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
on this _____ day of _____, 1990.

DETROIT CIVILIAN CROSSING GUARDS,
LOCAL 1863, MICHIGAN COUNCIL 25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

CITY OF DETROIT

Michael R. Landsiedel
Staff Representative
AFSCME, Council #25, AFL-CIO

Coleman A. Young, Mayor

Queen Esther Martin
President, Local 1863

Roger N. Cheek, Director
Labor Relations Division

Opal Cathey
Local 1863

Joyce F. Garrett, Director
Personnel Department

A. Stella Shenkar
Local 1863

Bella Marshall, Director
Finance Department

Donald Pailen, Corporation Counsel
Law Department

William Hart, Chief of Police
Police Department

E X H I B I T I

DETROIT CIVILIAN CROSSING GUARDS - LOCAL #1863

Wages for the Detroit Civilian Crossing Guards bargaining unit shall be in accordance to the following schedule.

<u>July 1, 1989</u>	<u>July 1, 1990</u> 4%	<u>July 1, 1991</u> 4%
\$4.385 per crossing	\$4.565 per crossing	\$4.750 per crossing

EXHIBIT II

REPRESENTATIVE ZONES

