

7-1-70

AGREEMENT

Between

DEPARTMENT OF STREET RAILWAYS  
CITY OF DETROIT

And

LOCAL 214 — DISTRICT COUNCIL 77  
of  
The American Federation of  
State, County and Municipal  
Employees, A.F.L. - C.I.O.

*Detroit City of*

EFFECTIVE JULY 1, 1969

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City of Detroit  
Department of Street Railways

Agreement

Between the

Board of Street Railway Commissioners

and

Local 214

and

District Council 77

of the

American Federation of State, County and  
Municipal Employees

A.F.L. - C.I.O.

Governing Salaries

and

Conditions of Employment

Effective July 1, 1969

Prepared by Personnel Division  
DSR Print Shop - Union Labor

City of Detroit  
Department of Street Railways

Agreement entered into on this 30th day of July, 1969, between the City of Detroit, Board of Street Railway Commissioners, (Hereinafter referred to as the Department) and Local 214 and District Council 77 of the American Federation of State, County, and Municipal Employees, A.F.L.-C.I.O., (Hereinafter referred to as the Union).

## TABLE OF CONTENTS

Section	Page No.	
31	Afternoon and Night Shift	
	Premium.....	45
7A	Agency Shop .....	9
3	Aid to other Unions .....	6
10	Bulletin Boards.....	10
35	Cost-of - living Allowance....	47
38	Discrimination and Coercion....	49
19	Dual Status .....	27
43	Duration of Agreement.....	52
28	Funeral Leave (With Pay).....	42
13	Grievance Procedures .....	14
29	Holidays .....	42
32	Hospitalization Insurance .....	45
34	Injured or Disabled	
	Employees.....	47
6	Interference With Work.....	7
33	Jury Duty .....	46
39	Lay-Offs and Recall.....	49
25	Leaves of Absence.....	37
30	Longevity Pay.....	44
42	Maintenance of Conditions .....	52
4	Management Rights	
	and Responsibilities.....	6
18	Miscellaneous Time	
	Allowance.....	26
12	Notice to the Union .....	12
15	Overtime .....	21
22	Promotions - Demotions -	
	Transfers.....	31
1	Purpose and Intent.....	5
20	Reclassification .....	28
2	Recognition - Employees	
	Covered.....	5
36	Safety Program .....	48
23	Salary Step Increases.....	37
41	Saving Clause .....	51



## TABLE OF CONTENTS

<u>Section</u>		<u>Page No.</u>
21	Seniority .....	30
27	Sick Leave.....	41
11	Special Conferences.....	11
17	Split Assignments.....	26
37	Successor In Interest.....	48
40	Supplemental Agreement .....	51
8	Union Dues and Initiation Fees.....	9
9	Union Representation.....	10
5	Union Rights.....	6
7	Union Security (Maintenance of Membership) .	8
26	Vacation .....	39
24	Veterans - Reserves - Education .....	37
14	Work Day and Work Week.....	20
16	Work Schedules and Work Selection .....	23
	Compensation Schedule .....	53
	Appendix A-1 - Sick Leave & Funeral Leave	1A
	Appendix A-2 - Retirement Sick Leave...	7A
	Appendix B-1 - Military Leave Vacation.....	10A
	Appendix B-2 - Transfer Vacation.....	12A
	Appendix C-1 - Longevity Pay .....	15A
	Appendix D-1 - Employees Lay Off Benefit Plan .....	20A
	Appendix E-1 - Employees Serving on Jury Duty .....	33A

## SECTION 1. PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Department, Employees, & the Union.

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

To these ends, the Department and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. It is agreed by the Department and the Union that the Department is legally and morally obligated to provide equality of opportunity, consideration, and treatment of all employees and to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all persons employed by the Department in all phases of the employment process.

## SECTION 2. RECOGNITION - EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the public acts of 1965, as amended, the Department does hereby recognize the Union 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, and all employees of the Department included in the Bargaining Unit of Local 214 whose classifications are now listed in or which may later be added to the section of this Agreement entitled Compensation Schedule with the exception of the position of Secretarial Stenographer.

The Department agrees to furnish each member of Local 214 a copy of the Agreement.

### SECTION 3. AID TO OTHER UNIONS

The Department will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of Local 214 under this Agreement.

### SECTION 4. MANAGEMENT RIGHTS AND RESPONSIBILITIES

(a) The Union recognizes the prerogatives of the Department to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

(b) The Department has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of providing Transportation Service and the public interest. Such overtime shall not be scheduled so as to reduce the work force.

(c) The Department reserves the right to discipline and discharge for just cause. The Department reserves the right to lay-off for lack of work or funds; or the occurrence of conditions beyond the control of the Department; or where such continuation of work would be wasteful and unproductive. The Department shall have the right to determine reasonable schedules of work and to establish the methods 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.

### SECTION 5. UNION RIGHTS

(a) No member covered by this Agreement shall be required to do work outside his classification, except under emergency conditions (Edict of the Governor of the State of Michigan, Mayor of the City of Detroit, National Emergency or Disaster).

(b) It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Unions party to this Agreement, except that the Department shall not be required to pay the wages of Employees who shall refuse to report for work. Provided, however, that such refusal shall in no way be detrimental to the public health or safety. However, the employee cannot be ordered to cross a picket line if such action could result in adverse effect of the personal safety of the employee, nor shall employees be required to do work normally done by striking members of other unions.

(c) Within five (5) working days of filing of grievance claiming violation of this Article, the parties to this Agreement shall proceed to the fifth step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

(d) The Department will not lockout any employee during the term of this Agreement, However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, slowdown or other interference by other employees, such inability to work shall not be deemed a lockout under the provisions of this section.

## SECTION 6. INTERFERENCE WITH WORK

No member of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever without the expressed approval of the Executive Board of the Union through its' President, the Union shall not be liable for any such activities unless formally authorized by the Union.

## SECTION 7. UNION SECURITY (MAINTENANCE OF MEMBERSHIP)

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be members for the duration of this Agreement and the Department will not honor revocations from any employee covered by this provision, except as provided herein.

Employees not members of the Union and 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 deduction authorization forms.

All deductions under this Article shall be subject to revocation by the employees who executed such assignments, upon giving thirty (30) days written notice, immediately prior to the expiration date of this Agreement to the Department, who shall thereafter cease withholding any monies whatever under such assignments. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The Department, or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding check in payment of such deductions by mail to the assignees last known address, the Department, and its officers and employees shall be released from all liability to the employee—assignors and to the assignees under such assignments. (Ordinance 1-F, Sec.4).

If any provision of this Article is invalid under Federal Law, or the laws of the State of Michigan, said provisions shall be modified to comply with the requirements of Federal or State Law or shall be re-negotiated for the purpose of adequate replacement.

## 7 A. AGENCY SHOP

In the event that an Agency Shop is found to be legal in Michigan, either through action by the State Legislature or by a decision of the Court of Last Resort, and the City of Detroit amends any of the collective bargaining agreements between the City and any Union representing City employees so as to grant an Agency Shop, the Department of Street Railways will amend this Contract to provide for an Agency Shop forthwith.

## SECTION 8. UNION DUES AND INITIATION FEES

The Department will accept assignment from such employees as may be members of the Union of that portion of their wage sufficient to pay initiation fees, monthly dues, and such general assessments as may be levied by the Union, and will withhold from the wages of such employees the sums so assigned, and will forward same to the duly accredited Secretary-Treasurer of Local 214, A.F.S.C.M.E.-A.F.L.-C.I.O. The Department agrees, effective July 1, 1968, to provide the dues deduction service without charge to the Union, as in past practices.

The Union will provide exhibits of Dues Deduction Cards and Authorization for Deduction of Service Charge Cards.

## SECTION 9. UNION REPRESENTATION

(a) The Grievance Committee, consisting of the President, who will be compensated at ten (10) hours weekly, Administration Building Vice-President and two transportation Vice-Presidents, to be compensated at five (5) hours weekly, at the appropriate rate, for time consumed in settlement of grievances, attending meetings with representatives of the Department or participating in activities related to Personnel or Labor Relations of the Department. Payment beyond the hours noted above will be made subject to verification. When on vacation of one week or longer, an alternate may be designated to replace the regular Grievance Committee member.

(b) The President or his designated representative will be allowed to attend Union Management functions at Civil Service Hearings, DSR commission meetings, emergency meetings with Department Heads, Common Council Hearings, Pension Board Hearings and other Union Management Meetings pertaining to the best interest of/or Union and Management, without loss of pay.

(c) Time lost on authorized Union business will be considered as time worked for all benefits (Vacation, Sick Leave, Longevity).

(d) Department agrees to pay three (3) representatives from Local 214 for lost time in contract negotiation.

## SECTION 10. BULLETIN BOARDS

(a) The Union shall have the exclusive bulletin board rights for the purpose of posting Union news and business on boards erected for them. Each location will have a sufficient number of bulletin boards as mutually agreed between the Union and the Department. When any bulletins or notices are posted by the Department which shall directly or indirectly have a bearing on or be of concern

to the membership of the Union, a sufficient number of copies shall be furnished to the Union.

(b) When any bulletins or notices are posted by the Union which shall directly or indirectly have a bearing or be of concern to the Department, copies shall be furnished to the Department.

(c) All bulletins posted on the Union bulletin boards will have approval by the Union prior to posting.

## SECTION 11. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Union President and the Department Head or his designated representatives upon the request of either party. Such meeting shall be between no more than five (5) and at least two (2) representatives of the Department and no more than five (5) and at least two (2) representatives of the Union. 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. Conferences shall be held between the hours of 9 a.m. and 4 p.m. The members of the Union shall not lose time nor pay for time spent in such Special Conferences. This Special Conference will be held within seven (7) calendar days from the date of the request.

(b) The Union representatives may meet at a place designated by the Department on the Department's property for not more than one (1) hour immediately preceding a meeting with the representatives of the Department for which a written request has been made.



(c) Problems of health and safety shall be proper subject matter for discussion at Special Conferences.

(d) In the event of Civil Disorders changes in work schedules or working arrangements may be the subject of a Special Conference and employees who are unable to report for reasons of curfews will be treated in accordance with the policies adopted for general City employees.

(e) All decisions must be finalized in writing at the Special Conference meeting before the meeting adjourns and copies given to the Union.

## SECTION 12. NOTICE TO THE UNION

(a) The Union shall be given the following prior notice in writing:

Promotions	5 days	
Transfers	5 days	
Schedule Change	5 days	(except emergency)
Suspension	5 days	(except emergency)
Dismissal	5 days	(see emergency note at end of section )
Demotion	10 days	
Layoff	10 days	
Instruction Classes	10 days	
Establishment of New Classes and Rates	10 days	(upon Union request a special conference will be called.)
Job Openings	10 days	

By mutual agreement of the Union and the Department, the effective date of any of the above items may be delayed at the request of the Grievance Committee or Union President.

(b) No employee will be suspended or dismissed without a hearing, if he so desires except in cases where cause for suspension or dismissal is so serious in nature that the employee must be required to immediately leave the property. In this case the Union shall be notified forthwith and the hearing will be held at the request of the Union.

(c) Should an employee be suspended or discharged and it is later determined that such action was unwarranted, the employee shall be returned to his regular job at his regular rate of pay, plus compensation at his basic wage rate for the time lost. If location and shift are no longer available the employee will be allowed to select a job where his appropriate seniority permits.

(d) If the hearing results in the employee receiving a suspension, it shall be scheduled so as not to interfere with the employee receiving premium or Holiday pay.

(e) All notices to the Union will be given exclusive of Saturday and Sunday.

(f) Notice to the Union will be sent to the Local Union President at his business office with copies to the Recording -Secretary.

(g) In imposing discipline on a current charge the Department will not take into account any prior infraction which occurred more than twelve (12) months previously.

NOTE: An emergency is an unforeseen condition beyond the control of the Department, by mutual agreement of the Union and the Department, the effective date of any of the above items may be delayed at the request of the Grievance Committee or Union President.

## SECTION 13. GRIEVANCE PROCEDURES

### THE FOLLOWING GRIEVANCE PROCEDURE SHALL BE STRI- CTLY OBSERVED:

- Step 1. An employee having a grievance shall advise his supervisor that he has a grievance and that he desires to see the Union Representative. The Supervisor shall then call the Union. The Union Representative and the aggrieved may discuss the matter. If the Union Representative deems the matter a grievance, he shall take the grievance up with the Supervisor with the employee present in an effort to resolve the grievance. If a satisfactory settlement cannot be reached, then,
- Step 2. The grievance shall be referred in writing by the Union Representative who, with the employee or the Union Representative present, shall adjust it, if possible with the Supervisor, and if a satisfactory settlement cannot be reached, the Supervisor will reply in writing within one (1) day and discussion at that level shall be terminated.
- Step 3. The grievance shall then be referred by the Grievance Committee who shall take up the grievance with the Personnel and Labor Relations Administrator or his designated representative and if a satisfactory settlement cannot be reached, then a written reply shall be made within three (3) days.
- Step 4. The Committee shall then discuss the grievance with the General Manager or his representative authorized to make decisions on grievances and if not settled, a written reply shall be made within five (5) days.

Step 5. **APPEAL AND REVIEW BOARD:** In the event the above steps fail to resolve the dispute, the matter may be referred to an Appeal and Review Board within thirty (30) calendar days of the decision rendered in Step 4. The Appeal and Review Board will consist of: not more than five (5) and no less than three (3) Union members and not more than five (5) nor less than three (3) DSR officials, and if not settled, a written reply shall be made within five (5) days.

Step 6. If the answer of the Appeal Board is not satisfactory to the Union, the Union may appeal the grievance to the Street Railway Commission within thirty (30) days (calendar days) from the date of the answer from the Appeal Board. After notice of intent to appeal is received, the matter shall be scheduled for hearing at the next regular meeting of the Board of Street Railway Commissioners. A decision will be rendered within fifteen (15) days of the date of the hearing. In the event the dispute is not settled by the DSR Commission, it may be referred to arbitration within such period, shall be considered settled on the basis of the decision in Step 6.

Step 7. **ARBITRATION:** Any unresolved grievance which relates to the interpretation, application or enforcement of any specific Article and Section of this Agreement or any written supplementary Agreement and which has been fully processed through Step 5 of the grievance procedure, may be submitted to arbitration 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) days of such notice, the part 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.
2. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement 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 Act 336 as amended by Act 379 of the Public Acts of 1965 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.
3. The Arbitrator shall be without 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 Department cannot delegate, alienate or relinquish.
  4. No settlement at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
  5. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less by any compensation received for temporary employment obtained subsequent to his removal from the Department payroll.
  6. The decision of the arbitrator in a case shall not require a retro-active wage adjustment in another case except by express agreement of the parties.
  7. There shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority under this agreement. The arbitrator's decision shall be final and binding on the Department, on the employee or employees and on the union.

8. 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.
9. The expenses of the arbitrator shall be shared equally by the parties. The aggrieved and his local representative shall not lose pay for time off the job while attending the arbitration proceedings.

Arbitration, wherever possible, shall be conducted on the location where the grievance originated.

10. Except as provided herein by letter or or agreement between the parties, 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 any supplemental agreements which are or may become part of this Agreement and which are not excluded from arbitration.

#### TIME LIMIT ON GRIEVANCES

Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.

Any grievance under this Agreement which is not filed in writing within ten (10) working days after the grievance arises shall not be considered a grievance.

Any grievance not appealed in writing from a decision in the first two (2) steps under the Grievance Procedure to the next step within seven (7) working days or from a decision at the third step within thirty (30) calendar days shall be considered settled on the basis of the last answer.

The Union may withdraw any grievance without prejudice at any step, up to and including Step 5. However, the grievance withdrawn may not be reinstated.



## SECTION 14. WORK DAY AND WORK WEEK

(A) The regular work day shall consist of eight (8) consecutive hours exclusive of a lunch period provided that in limited instances, the Employer will schedule unworked intervals in excess of the said lunch break provided also that where employees are permitted to work less than eight (8) hours per day or less than forty (40) hours in a normal service week, employees therein shall be paid at the same rates provided for in the salary schedule on the basis of forty (40) hours per week, and such compensation shall be construed to be full compensation for all work performed up to and including forty (40) hours per week.

(B) The regular work week shall consist of forty (40) hours composed of five (5) consecutive days of eight (8) hours each, excepting in those divisions where work is performed on a six (6) or seven (7) day basis.

(C) The work week will begin on the first day after an employee's second off day.

(D) All work schedules will show a designated lunch period for each shift as mutually agreed upon by the parties, provided that all lunch periods will be scheduled between three (3) to five (5) hours from starting time.

(E) Employees will be entitled to a coffee break as mutually agreed upon by the parties.

(F) Where practicable, meal times may be scheduled, but certain employees must remain on duty while having lunch.

(G) Transportation operating employees who are assigned to work a full forty (40) hour week, will be paid the prevailing overtime rate in lieu of their lunch period when conditions make it impossible to take a lunch break.

## SECTION 15. OVERTIME

(A) A daily overtime premium of time and one-half will be paid for work in excess of eight (8) hours and up to twelve (12) hours per day.

(B) Work in excess of twelve (12) hours will be paid at the double time rate.

(C) Salaried employees who normally work a less than forty (40) hour week will be entitled to a overtime or premium pay for working another employee's regularly scheduled work shift when assigned to do so in addition to his regularly scheduled work.

(D) A weekly overtime premium of time and one-half will be paid for work on the sixth (6) day in excess of forty (40) straight time hours including those employees scheduled to work less than a forty (40) hour week.

(E) A weekly overtime premium rate of double time will be paid for work on the seventh (7) day.

(F) Paid sick leave, holidays or vacation will be treated as days worked in computing weekly overtime.

(G) The hourly rate will be determined by dividing the annual salary by 2080.

(H) Salaried employees working less than forty (40) hours per week:

1. Salaried employees may be permitted to work less than eight (8) hours per day or less than forty (40) hours in a normal service week and such employees shall be paid at the same rates provided for in the salary schedule on the basis of forty (40) hours per week.

2. Such salaried employees shall qualify for premium pay for any time worked beyond the full eight (8) hour work day and if such salaried employees work on their sixth (6th) day or seventh (7th) day, they shall receive the compensation due them as if they had performed on an eight (8) hour basis on each day on which they worked during the week.

(I) Overtime work will be distributed as evenly as possible as defined below: To assure equitable assignment of overtime, following policy will be adhered to in filling future temporary vacancies. The Department is no longer obligated to invariably fill temporary job vacancies on the first day with those receiving overtime rates.

“When a temporary vacancy occurs in a position said vacancy may be filled by using either an employee with the same classification, or by moving up an employee or employees holding dual classifications.”

“When employees are available in the classification in which the vacancy occurs, the dual class move up plan will not be resorted to if, at the time the assignment is made, it is apparent that it will necessitate payment of overtime to one in a lower classification.”

(J) When an employee is called to work, he shall be guaranteed no less than four (4) hours pay at the appropriate rate in accordance with the practice between the City of Detroit and District Council 77 (including call-in time).

(K) If an employee is called to work earlier than the commencement of his regular shift, he shall have the right to work through same. If not notified of his early call in on the previous day, he shall be paid for one (1) hour of straight time in addition to time paid for work.

(L) Any employee who refuses overtime will be charged as time worked.

(M) Employees will not be permitted to work more than sixteen (16) hours in any one day except in an emergency.

(N) Off day employees will be used where practicable, to fill emergency vacancies rather than splitting the work.

## SECTION 16. WORK SCHEDULES AND WORK SELECTION

A. The Department will prepare and post for selection of positions written work schedules for certain classified groups. Before posting same, they will be made available to the Union Committee for discussion.

B. Such schedules will indicate when and where work begins for each position and when it will terminate. If off days are not consecutive the schedules will indicate which is the sixth (6th) and seventh (7th) day.

C. Work schedules will be placed into effect on the first (1st) day of payroll period except in emergencies.

D. If the revision of a work schedule necessitates that an employee work more than five (5) consecutive days, weekly overtime will be paid only for time in excess of eighty (80) hours in the pay period.

E. When his normal off days are restored at the termination of the emergency, no weekly overtime will be paid unless it results in his working more than eighty (80) hours in the pay period.

F. Employees selecting positions from work schedules, must be capable of performing the chosen duties.

G. No such employee will be required to perform work beyond his assigned Transportation District except in an emergency.

H. The Department shall determine when Senior Transportation Service Inspectors require the use of automobiles in performance of their duties.

## WORK SELECTION

I. Employees may select open job location or shifts according to seniority if qualified to perform the chosen work. For this purpose, total salaried seniority shall govern except as to Transportation Division employees for whom seniority shall be based on length of time in classification.

J. In the event of demotions or the elimination of positions which result in the transfer of employees, except Transportation employees, the employee so affected may select a position in his classification, if qualified, in the location he has been working on the basis of his salary seniority.

K. All relief assignments must be given twenty-four (24) hours notice before change of assignments.

L. In the Transportation Division, City Wide Picks or selection of work shall be held at least bi-annually under the adopted conditions of this Agreement.

M. When an employee is assigned through work selection to a specific location and is requested to perform his duties in another location for any reason, he shall be privileged to report and terminate his assignment at original location, (except in an emergency or unless otherwise agreed upon).

N. It shall be a violation of the Agreement for any Department official to alter work assignments selected under the terms of said Agreement unless mutually agreed upon.

O. It is the responsibility of all supervisors to make work assignments within the employee's classification.

P. When temporary job assignments continue for more than thirty (30) work days, they will be opened for pick within the unit in line of seniority unless extended by mutual agreement.

Q. Job assignments of less than thirty (30) days will be assigned to qualified employees in the unit in the inverse order of seniority.

R. It shall be contrary to the policy of the Department for any supervisor to discriminate or show favoritism between employees in making work assignments.

## SECTION 17. SPLIT ASSIGNMENTS

1. The daily work assignments of certain employees must be scheduled in two (2) parts separated by an unworked interval greater than the thirty (30) minute lunch period.

2. Employees who are required to spend over eleven (11) hours to complete such an assignment, shall receive an extra one-half ( $\frac{1}{2}$ ) time for work performed after such eleventh (11th) hour, and additional overtime will qualify the employee for additional spread premium time.

3. Split assignments shall always be limited to the lowest possible number.

## SECTION 18. MISCELLANEOUS TIME ALLOWANCE

1. Employees in the Cashier's Division, when required by the Employer to change from street clothes to uniform on the premises of the Department of Street Railways, will be allowed five (5) minutes time for such purpose at the start and finish of the scheduled work day without loss of compensation.

2. Employees who are required to carry firearms, will be permitted up to six (6) hours pay to secure the weapons permit and instructions.

## UNIFORM ALLOWANCE

Any eligible employee will be granted a \$45.00 uniform allowance.

## RETIRANT WATCH

A suitable watch will be presented by the Street Railway Commission to each employee represented by the Union upon his retirement, and inscribed with the employee's name, length of service, and date of retirement.

## SECTION 19. DUAL STATUS

A. The Department will establish sufficient dual classified positions to provide replacements for as many emergency vacancies as may be normally anticipated. The term "dual class" shall be applied to an employee who holds a regular status in one classification, but has qualified for work in one or more higher classifications and shall, in the event of an emergency be available and subject to call for work in the higher classifications for a temporary period.

B. When dual classification employees are assigned work in the higher classifications 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.

C. When an employee is given and accepts a dual classification, he shall, when assigned work in his higher classification, perform the work with the understanding that he shall be subject to the same conditions as those employees who hold and are regularly assigned to the said classification.

D. To be recommended for a dual classification, each employee must be able to qualify for the higher classification, and in such case shall be interviewed by a superior in his division, who will explain all of the conditions as set



forth above after which the employee shall be required to indicate in writing his acceptance or rejection of the dual class status, such acceptance or rejection will be recorded in the Personnel Office of the Department.

E. When, in the discretion of the Department, it is necessary to use dual class Transportation Equipment Operators to fill emergency vacancies in salaried positions in the Transportation Division, said operators will be used only as Yard Men and Cash Clerks, but their use as Cash Clerks shall be limited to those instances when no salaried employees from that district are available from the Yard Man group for use as Cash Clerks.

F. An employee who is promoted to his higher dual classification will receive credit for all time worked in dual class when determining his status in the new classification.

G. An employee holding a Dual Classification, exclusive of time limit will be promoted to the higher classification in order of Dual status.

H. Any employee having held a Dual Classification for a period of no less than eighteen (18) months and having been active in the higher classification for a period totaling ninety (90) days or more in this period shall upon promotion to the higher classification receive maximum salary within ninety (90) days after said promotion.

## SECTION 20. RECLASSIFICATION

A. The following procedure will be followed when any employee believes he is performing work beyond his classification.

1. The employee, or his representative will at the time of the performance of the particular work, make claim in writing to the supervisor.

2. A classification survey will be requested from the Civil Service Commission. Their decision, if approving, such claimed classification, 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 must be reviewed jointly by the Department and the Union before any presentation to Civil Service for adoption.

C. All increases or resultant changes which increase or extend the duties will automatically be a subject for a Special Conference.

D. In the event of disagreement in areas of layoffs and recalls, the Department will request a representative from Civil Service to join in a meeting to guarantee the rights of the Union and the Department in these areas.

E. When retirement extensions are requested, such extensions shall be on an impartial basis with equal treatment being extended to all employees, with prior notice to the Union.

F. When new classifications are proposed, rates for those classifications must be negotiated before they are placed into effect.

## SECTION 21. SENIORITY

A. 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 as 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 the Union.

B. Probationary Employees: New employees hired in the unit shall be considered as probationary employees for the first ninety (90) days of their employment except as provided for in Supplemental Agreements. The probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period he shall be entered on the Seniority list of the unit.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged and suspended employees for other than Union activities.

C. Seniority Lists: The Seniority list on the date of this Agreement will show the name, job titles, seniority date, and pension numbers of all employees of the unit.

The Department will keep the Seniority list up to date at all times and will provide the Union with up-to-date copies at least annually.

D. Loss of Seniority: An employee shall lose his seniority for the following reasons only:

1. He resigns or quits.
2. He is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure.
3. If he does not return to work when recalled from lay-off as set forth in the recall procedure, that a laid-off employee shall not continue to accumulate seniority after three (3) years.
4. He retires on regular service retirement.
5. If he does not return at the expiration of a leave of absence, provided, that an employee on a leave of absence from the City shall not accumulate seniority after one year.

## SECTION 22. PROMOTIONS - DEMOTIONS— TRANSFERS

### A. Departmental Promotions:

1. Non-supervisory positions in an occupational series.
  - (a) The employee with the greatest seniority will be given the first promotional opportunity.
  - (b) If he has the necessary qualifications for the classification, the senior employee shall be given the promotion.
  - (c) If the senior employee does not have the qualification, the next employee in seniority order, if qualified, will be given the promotion.

(d) The employees who have met the above provisions will be given a sixty (60) day trial period to determine:

1. His ability to perform the job.
2. His desire to remain on the job.

In the event the senior employee is denied the promotion, reasons for the denial shall be given in writing to such employee and the designated representative. In the event the senior employee disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure. During the sixty (60) day trial period, the employee shall have the opportunity to revert back to his former classification with full seniority rights. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the Employee. The matter may then become a proper subject for the second step of the Grievance Procedure.

2. Non-Supervisory Positions not in a series:

- (a) Job openings or anticipated job openings shall be posted throughout the Department for a minimum period of fourteen (14) days so that interested persons have the opportunity to make application.
- (b) The employee with the greatest seniority will be given the first promotional opportunity.
- (c) If he has the necessary qualifications, the senior employee shall be given the promotion.

- (d) The promoted employee will receive the rate of the job classification he is performing.
- (e) The employees who have met the above provisions will be given a sixty (60) day trial period to determine:
  - 1. His ability to perform the job.
  - 2. His desire to remain on the job.

In the event the senior employee is denied the promotion, reasons for the denial shall be given in writing to such employee and the Steward or designated representative. In the event the senior employee disagrees with the reasons for the denial, it shall be a proper subject for the Grievance Procedure. During the sixty (60) day trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union, in writing, by the Employer with a copy to the Employee. The matter may then become a proper subject for the second step of the Grievance Procedure.

- 3. Leadman or Technical Positions: An advisory shall be scheduled, as recommended by the President.
- 4. All promotional lists resulting from advisory examinations shall be used as the basis for selecting employees for out of class work assignments.
- 5. Special arrangements may be made where in-service or on-the-job training is required to qualify for promotion.

C. Contractual Work: The right of contracting or sub-contracting is vested in the Department. The right to contract or sub-contract shall not be used for the purpose of intention of undermining the Union nor to discriminate against any of its members nor shall it result in a lay-off of any employee covered by this Agreement.

In cases of contracting or sub-contracting involving employees covered by this Agreement, the Department will notify the Union of the nature of the contract job to be done and the number of employees displaced, which may be a subject of special conference.

D. Upon promotion, an employee will receive an established salary which will assure him an increase of at least one (1) salary step, provided it is not in excess of the established maximum rate. The salary step shall be of the class from which he was promoted.

E. The Department will provide yearly seniority lists covering employees in all classifications as to seniority annually after this Agreement.

F. All promotions will be on a permanent basis with the exception of extended illnesses in excess of forty-five (45) days, whereby a temporary promotion will be allowable for the duration of said illness.

G. Additional provisions, recognizing special departmental situations, may be made by supplement to this contract.

6. Employee Requested Transfers between Departments:

- (a) Inter-Departmental transfers in classification will be made in accordance with overall Civil Service Seniority.

- (b) Employees seeking a transfer under this section will advise the Civil Service Commission in writing of their request.
- (c) Application for such transfers must be on file with the Civil Service Commission at least thirty (30) days prior to an opening.
- (d) These applications shall remain on file for the duration of the contract.
- (e) The Department will not oppose the release of any employee's transfer to another City Department.
- (f) Any employee promoted by the Department, shall receive the rate of pay for the promoted classification effective the day of the promotion.

#### 7. Demotions:

- (a) When employees are demoted from other divisions of the Department, not under the representation of Union, they shall not be able to use their appropriate seniority until all openings have been filled with members presently under the representation of the Union. They shall then immediately come under the accepted transfer procedure with the full benefit of their appropriate seniority.



- (b) If an employee is transferred to a position under the Department not included in the bargaining unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred.
- (c) However, employees returning to the bargaining unit under the provisions of this section will be assigned a vacant position and will be allowed to exercise their full seniority in picking job assignments at the next regular job opening. Employees transferred or demoted under the above circumstances, shall retain all rights accrued for the purposes of any benefits provided for in the Agreement.

#### 8. Break-In Period:

- (a) When an employee is transferred or promoted from one assignment to another, he shall be assigned to work with another employee in the same classification or higher, for a reasonable length of time in order to familiarize himself 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) It shall be the responsibility of the Department to transfer or promote through regular adopted procedures.

- (d) Should any dispute arise over either paragraphs (a), (b), or (c), above, a Special Conference shall be called to settle such dispute.

## SECTION 23. SALARY STEP INCREASES

A. Salaried employees will be granted step increments either semi-annually or annually, the maximum to be reached in two years. If, upon the application of any annual step increment the remaining difference between the maximum rate of the class and the effective rate for the employee is less than one hundred (100) dollars, the employee's rate will be increased to the maximum.

B. When denial of a step increase is recommended, the Union will be given ten (10) days notice, exclusive of Saturdays, Sundays and Holidays, before final action in the matter is taken.

C. Salaried employees shall receive their bi-weekly pay not later than Friday noon every other week.

## SECTION 24. VETERANS - RESERVES - EDUCATION

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, Rules and Resolutions.

## SECTION 25. LEAVES OF ABSENCE

A. Leaves of absence without pay may be granted subject to Civil Service approval for reasonable periods for the purposes listed below, and seniority shall be governed by provisions establishing seniority.

1. Physical or mental illness.

2. Maternity
3. Training relating to an employee's regular duties in approved educational institution.
4. Prolonged serious illness in the immediate family.
5. Peace Corps Term.

B. Leaves may be granted at the discretion of the Department for reasons other than those listed above when they are deemed beneficial to the Department or the employee. Such leaves granted, except for maternity leaves, may be extended for periods up to four (4) years. Probationary employees shall not be eligible for leaves of absence other than military leaves.

## SECTION 26. VACATION

A. Subject to the conditions and limitations contained herein, employees shall be eligible for ten (10) days vacation annually. No vacation will be granted during the employees first year, but upon completion of same, he will be entitled to vacation for each month of eighteen (18) or more days of service, preceding the first January 1st after employment. On each January 1st there-after, he will be entitled to a full ten (10) days vacation subject to the following limitations.

B. Employees who have accumulated ten (10) years of service may be entitled to an additional five (5) days of vacation leave for each calendar year thereafter, to be enjoyed during the calendar year beginning after the one in which the tenth (10th) anniversary of employment occurred.

C. Based on the service requirements, additional vacation leave will be allowed once each year to employees who have accumulated a combined total of fifty or more days of unused sick leave in both their current and seniority sick leave banks. Such additional leave time shall be equal to one-half the difference between the amount of current sick leave credited and the amount of sick leave used during the fiscal year immediately preceding any July 1st date, regardless of how same was charged on the record; provided, charges made to supplement income of employees on Workmen's Compensation and charges for time lost on duty-connected injury shall not be construed as time used when computing the above vacation credit, nor shall it for the same purpose only, be deducted from the required total of fifty days; and provided further, that such additional vacation leave computed in amounts of less than one-half days; and provided further that such additional leave days shall not be charged against sick leave credits.

This additional leave shall be credited to an employee after the January 1st following the July 1st date upon which such entitlement is computed.

D. A service day is one for which an employee receives pay and shall not include leave of absence or absence due to lay-off except Military Leave (see Appendix B-1).

E. 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.

F. Vacation time, no matter how earned, shall not be allowed to accumulate past any December 31st date.

G. Employees who die, and those who are separated from service in good standing, either temporarily or permanently, shall be entitled to vacation leave before such separation, on the basis of one-twelfth ( $1/12$ th) for each month of eighteen (18) or more days of compiled paid time during the said fiscal year. No pro-rated vacation will be granted an employee who is discharged.

H. If a regular pay day falls during an employee's vacation of one (1) week or more, he may request his check ten (10) days in advance before going on vacation.

I. When one of the eight (8) holidays falls during an employees vacation period, he will be allowed an extra day of paid vacation or eight (8) hours of paid compensation in the Transportation Division.

J. A minimum of two employees in each classification, in each district except if otherwise mutually agreed upon by the parties, will be allowed to select vacations in the Transportation Division.

K. Rate during vacation - Employees will be paid current base rate while on vacation. Employees with multiple classifications shall be paid an average current rate of time worked in each classification the preceeding calendar year to be effective January 1, 1969.

L. If an employee becomes ill while on his vacation or prior to, his vacation will be re-scheduled after proof of such illness is produced. Employees who are on extended sick leave of one (1) month or more on any December 31st date, shall upon prior written application to the Sick Leave Board be entitled to a lump sum payment in lieu of time off for all unliquidated vacation leave earned during the prior calendar year.

## SECTION 27. SICK LEAVE

A. All employees who shall have completed three (3) months of continous 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. Unused sick leave may accumulate to the extent of 125 working days, 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. This "reserve" sick leave may accumulate to the extent of 125 working days 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. The Department shall furnish annually, lists showing the days in the employee's sick leave banks, a copy of which shall be sent to the Union.

E. All employees shall be entitled to sick leave as provided for in Appendix A-1.

## SECTION 28. FUNERAL LEAVE (WITH PAY)

A. If a death occurs among members of the employee's immediate family or household, the employee will be granted three (3) days 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 the individual circumstances.

B. Definition of immediate family: The immediate family is defined as wife, husband, son, daughter, brother, sister, father or mother.

C. If death occurs among the relatives of the employee, the employee will 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. The Local Union President or his representative, with proper notification to the Department Head, shall be allowed one (1) funeral leave day, not to be charged to sick leave, in the event of the death of a member of his local who is an employee of the Department to attend services.

## SECTION 29. HOLIDAYS

A. Employees shall be compensated as follows for nine (9) recognized Holidays consisting of Independence Day, Veterans' Day, Labor Day, Election Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and a Swing Holiday.

B. When there is no major election during the year, an additional Swing Holiday will be substituted for Election Day as a paid Holiday during the fiscal year.

C. An employee will qualify for holiday pay if he is paid for at least eight (8) hours, exclusive of overtime, anytime in the calendar week prior to, during or after the holiday, providing that he continues on the payroll through the holiday in question.

D. If an employee is scheduled and not excused from work on a Holiday and fails to work for reasons other than paid sick leave or vacation, he shall receive no pay for the Holiday.

E. An employee may be excused from working a scheduled Holiday, if another employee is available to work in his place at no additional cost to the Department.

F. Absences to illness on a Holiday must be approved by the Sick Leave Board prior to payment for the Holiday.

G. When an employee works on one of the above designated Holidays and it is also his sixth (6th) or seventh (7th) day of work, he will receive the regular premium for working his sixth (6th) or seventh (7th) day plus Holiday pay. For computing payment of premium, the Holiday designated by the calendar shall be used.

H. In the event that any change is made in the number of paid Holidays officially recognized by the City of Detroit, such change in the number of recognized Holidays shall be recognized and paid by the Department.

I. An employee must have completed three (3) months of service to qualify for the Swing Holiday allowance. An employee qualified for a Swing Holiday may select the day to be enjoyed by giving ten (10) days notice to his supervisor.

J. If an employee works either the actual calendar Holiday or the substitute Holiday (paragraph C of this section) he will receive the Holiday pay, but he will not be allowed to pyramid Holiday pay for working both days.



K. Four hours each on the days before Christmas, New Years and Good Friday afternoon will be granted as half holidays provided that if worked, the employee will receive straight time off at a later date for all such hours. Employees on all shifts will be granted these half holidays.

L. Beginning January 1, 1970, an employee shall be paid two-hundred fifty percent of his basic or hourly rate for all hours worked on a holiday and straight time pay for all unworked hours of his regular shift in lieu of paragraph G above.

M. Employees not having enjoyed a Swing Holiday and/or time off for working on a half holiday by June 30 will receive compensation at straight time.

### SECTION 30. LONGEVITY PAY

The Department agrees to make longevity payments in accordance with all provisions of Appendix C-1 and eliminate the requirement of six (6) years in the same basic class and employer discretion based on quality of service, and provide for pro-rating annual longevity for those failing to obtain sufficient service days.

## SECTION 31. AFTERNOON AND NIGHT SHIFT PREMIUM

1. A premium of 10¢ per hour shall be paid for all hours actually worked in any regularly assigned daily afternoon shift which commences at the hour of 11:00 a.m. or between the hours of 11:00 a.m. and 7:00 p.m.
2. A premium of 15¢ per hour shall be paid for all hours actually worked in any regularly assigned daily night shift which commences at the hour of 7:00 p.m. or between the hours of 7:00 p.m. and 4:00 a.m. inclusive.
3. When an employee is assigned to work replacing an absent employee on a regularly scheduled premium shift, he will receive the shift premium rate for all hours worked in that shift.
4. The said premiums shall be paid in addition to the basic rate of pay for such employees and shall also be paid for all hours actually worked over and above the regular shift hours, but such premiums shall not be used in computing overtime pay.

## SECTION 32. HOSPITALIZATION INSURANCE

A. The Department will pay the full cost of Hospitalization Insurance of individual employees and full family coverage including the various sponsored dependency riders in existing authorized plans, provided that the amount paid by the Department shall be limited to the actual Blue Cross ward rate.

B. The name of the insurer and the full terms of coverage of employee protection shall be subject to review by the Department at any time.

C. Any change of insurer shall be subject to the approval of the Department in consideration of the premium payment provided in subsection (a).

D. Any change in rate of premium contribution by the City of Detroit shall be adopted as of the same effective date for these employees.

E. The Department agrees that in case of change of insurer, that no present coverages be denied the Union membership.

F. The Department agrees to pay the cost of single or family coverage not to exceed Blue Cross ward rates for those employees on Duty Disability Retirement.

G. The Department agrees to pay the cost of hospitalization insurance for individual D.S.R. retirees on the same basis as provided for general city employees.

### SECTION 33. 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 to a maximum of thirty (30) days of scheduled work time in accordance with the Common Council Resolution of March 16, 1965, JCC page 459. (See Appendix E-1).

B. Jury duty will be considered as time worked. Extensions beyond thirty (30) days may be granted upon approval of the Department.

## SECTION 34. INJURED OR DISABLED EMPLOYEES

A. Any employee who has been incapacitated at his regular work or in a compensable occupational disease or injury may be employed in other work which he can do, at the discretion of the Department, after consultation with the Union without regard to any seniority provisions of this Agreement.

B. All employees shall be covered by the applicable Workmen's Compensation Laws and such related benefits as are provided by Ordinance, relative to sick leave.

## SECTION 35. COST-OF-LIVING ALLOWANCE

In consideration of the settlement of all of the issues between the Department of Street Railways and the Union, the Department of Street Railways agrees that in the event a cost-of-living allowance is adopted by the City of Detroit and included in or as an amendment to a collective bargaining contract between the City of Detroit and any Union representing city employees, the Department of Street Railways will amend economic adjustments which may be provided for in the 1970-71 fiscal year a cost-of-living allowance which shall be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (including single workers), published by the Bureau of Labor Statistics, U.S. Department of Labor, (1957-1959-100), referred to as the BLS Consumer Price Index.

The base rate on which the cost-of-living allowance is to be computed shall be that base rate in effect beginning with the fiscal year July 1, 1969 and ending June 30, 1970. It shall be computed on the basis of the practice followed under the Contracts with the automobile manufacturers in this area.

## SECTION 36. SAFTEY PROGRAM

A. The Union and the Department mutually agree that employee safety is of primary concern and that every effort shall be made to promote safe equipment, safe work habits and safe working conditions.

B. Every three (3) months safety activities will be reviewed at a Department Union meeting to be scheduled at a mutually agreed time. The Union shall be represented by the President or his representative and the Department shall be represented by the Heads of the Divisions involved and the Personnel Director or their designated representatives. Lost time for the President of the Union or his representative will be paid by the Department.

## SECTION 37. SUCCESSOR IN INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or any separable, independent segment thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this Agreement.

The Department shall give notice of the existence of this Agreement to any purchaser, transferee, leasee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

In the event that employees' classification and/or wages are affected by a merging or consolidation of garages because of purchase, acquisition or other means, representatives of the

Department and the Union shall, prior to actual consolidation or merging of the garage, arrange a meeting to negotiate the proper classifications and wages of the employees affected.

### SECTION 38. DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national or political affiliation. The Union shall share equally with the Department the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees. The Department agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Department or any representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause. The Union recognizes its' responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

### SECTION 39. LAY-OFFS AND RECALL

- A. Lay-off defined: A lay-off is the separation of an employee for lack of work or reasons other than the acts or delinquencies of the employee, and does not include emergencies. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of lay-off, and wherever possible, a two-week notice

shall be given. The Union shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

- B. When a lay-off is necessary of a regular employee from a position in a class in a series, and in which there are lower classes and there is in such lower class an employee having less seniority; the employee about to be laid off shall be placed, (if he so elects), in the position of the lower class occupied by the employee having less seniority and the employee having less seniority shall be laid off.

Such lay-offs and placements shall be made in accordance with the lay-off agreements as referred to in Lay-off Procedure, Appendix I (Lay-off Rules).

- C. Re-employment List: Employees who have been hired for a temporary period of not less than ninety (90) days or for permanent employment shall be placed on a re-employment list referred to in Civil Service Rules as the Preferred Eligible List in accordance with their seniority as defined in this Agreement. The Union will be provided with an updated list each 90 days if requested.
- D. Duration of Preferred Eligibility: The names of eligibles shall remain on the Preferred Eligible List for a period not to exceed four (4) years, provided however that eligibles who have been employed by the City of Detroit for a period of less than one (1) year shall remain on such list for a period equal to their length of service.

- E. Recall defined: When the working force is increased after a lay-off, employees will be recalled according to seniority, as defined in Article 10 (Seniority).

Notice of recall shall be sent to the employee at his last known address by registered mail or certified mail. It shall be the employee's responsibility to notify the employer of any change of address immediately after such change and the employer shall issue a change address receipt to the employee and the Union. If an employee fails to report for work within fifteen (15) working days from the date of mailing of notice of recall, he shall be considered a quit. Exception to this may be made by the Department on the grounds of good cause for failure to report.

#### SECTION 40. SUPPLEMENTAL AGREEMENT

The Department and Local 214 agree that supplemental agreements involving matters not herein, may be attached hereto and made a part of the entire Agreement. These supplemental agreements will be negotiated between the Department and Local 214.

#### SECTION 41. SAVING CLAUSE

If any Article or Section of this Agreement or any Supplemental 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 Union and the Department shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.



## SECTION 42. MAINTENANCE OF CONDI- TIONS

Hours, conditions of employment and current practices which are beneficial to the employees at the execution of this Agreement, shall except as improved herein, be maintained during the duration of this Agreement. Any change must be mutually agreed upon by the parties.

## SECTION 43. DURATION OF AGREEMENT:

A. It is the intent of the Parties that this Agreement as set forth herein shall remain in effect until July 1, 1970.

B. At least thirty (30) days prior to July 1, 1970, the Parties will review this Agreement for the purpose of determining any modification or revision found desirable or necessary.

C. Nothing contained in this Contract is intended to conflict with the City Charter, the statutes of the State of Michigan or the laws of the United States.

WHEREFORE, the said parties have on July 30\_, 1969, set their respective hands and seals.

CITY OF DETROIT  
DEPARTMENT OF STREET RAILWAYS  
COMPENSATION SCHEDULE

CLASS	EFFECTIVE RATES JULY 1		EFFECTIVE 1-1-70	
	MIN.	MAX.	MIN.	MAX.
Auto Deliveryman	\$ 7,270.	\$ 7,577.	\$ 7,478.	\$ 7,785.
Building Attendant A	6226.	6629.	6434.	6837.
Calculating Machine Operator	6582.	6860.	6790.	7068.
Cash Clerk	8252.	8904.	8460.	9112.
Chartered Service Dispatcher	7900.	8536.	8108.	8744.
Clerk	6385.	6744.	6593.	6952.
Counting Machine Operator	6385.	6744.	6593.	6952.
Employee Welfare	8431.	9104.	8639.	9312.
Investigating Clerk				
Instructor - T.E.O.	8213.	8917.	8421.	9125.

CLASS	EFFECTIVE RATES JULY 1		EFFECTIVE 1-1-70	
	MIN.	MAX.	MIN.	MAX.
Intermediate Money Handler	\$ 7900.	\$ 8536.	\$ 8108.	\$ 8744.
Intermediate Purchases Agent	10,229.	11,368.	----	----
Junior Clerk	5665.	5853.	5873.	3061.
Junior Cal. Machine Oper.	5665.	5853.	5873.	6061.
Junior Purchases Agent	9136.	9602.	----	----
Junior Stenographer	5814.	6055.	6022.	6263.
Junior Typist	5665.	5853.	5873.	6061.
Legal Adjuster	9181.	9953.	----	----
Legal Investigator Grade I	8894.	9264.	9102.	9472.
Legal Investigator Grade II	----	9594.	----	9802.
Messenger	5127.	5315.	5335.	5523.
Money Handler	7554.	8041.	7762.	8249.
F. Coates - \$8,113				
Offset Printer	9223.	10,162.	----	----
Posting Machine Operator (Numeric)	6582.	6860.	6790.	7068.

CLASS	EFFECTIVE RATES JULY 1		EFFECTIVE 1-1-70	
	MIN.	MAX.	MIN.	MAX.
Principal Clerk	\$ 8775.	\$ 9792.	\$ 8983.	\$10,000.
Secretarial Stenographer	8487.	9227.	8695.	9435.
Semi-Senior Accountant	10,229.	11,368.	---	---
Senior Accountant	12,726.	13,869.	---	---
Senior Bookkeeper	8384.	9114.	8592.	9322.
Senior Building Attendant	7327.	7466.	7535.	7674.
Senior Clerk	7554.	8041.	7762.	8249.
Senior Draftsman	9750.	10,667.	9958.	10,875.
Senior Gun & Locksmith	9481.	10,165.	---	---
Senior Money Handler	8084.	8769.	8292.	8977.
Senior Purchases Agent	12,726.	13,869.	---	---
Senior Stenographer	7630.	8041.	7838.	8249.
Senior Storekeeper	8399.	9108.	8607.	9316.
Senior Telephone Operator	7554.	8041.	7762.	8249.
Senior Trans. Emergency Disp.	9492.	10,650.	9700.	10,858.

CLASS	EFFECTIVE RATES JULY 1		EFFECTIVE 1-1-70	
	MIN.	MAX.	MIN.	MAX.
Senior Trans. Schedule Maker	\$ 9439.	\$ 10,605.	\$ 9647.	\$ 10,813.
Senior Trans. Service Insp.	9070.	9774.	9278.	10,000.
Senior Typist	7554.	8041.	7762.	8249.
Senior Watchman	7568.	7923.	7776.	8131.
Stenographer	6582.	6860.	6790.	7068.
Storekeeper	7705.	8041.	7913.	8249.
Supv. Transportation Investigator	8285.	8985.	8493.	9193.
Supervising Watchman Grade I	8430.	8789.	8638.	8997.
Telephone Operator	6216.	6744.	6424.	6952.
Telephone Operator in Charge	---	7373.	---	7581.
Transportation Complaint Invest.	8430.	8789.	8638.	8997.
Transportation Emergency Disp.	9070.	9774.	9278.	10,000
Transportation Operations Clerk	9113.	9887.	9321.	10,095.

CLASS	EFFECTIVE RATES JULY 1		EFFECTIVE 1-1-70	
	MIN.	MAX.	MIN.	MAX.
Trans. Schedule Dist. Clerk	\$ 7900.	\$ 8536.	\$ 8108.	\$ 8744.
Transportation Schedule Maker	9181.	9953.	9389.	10,161.
Transportation Service Inspector	8545.	9223.	8753.	9431.
Transportation Service Investigator	9492.	10,650.	9700.	10,858.
Transportation Station Master	9070.	9774.	9278.	10,000.
Transportation Terminal Assistant	8545.	9223.	8753.	9431.
Transportation Timekeeper	8316.	8977.	8524.	9185.
Transportation Yardman	8019.	8655.	8227.	8863.
Typist	6385.	6744.	6593.	6952.
Window Cleaner	7512.	7640.	7720.	7848.
Workmen's Compensation Adjuster	9181.	9953.	9389.	10,161.

CITY OF DETROIT COMPILED ORDINANCES

Chapter 16

SECTION 16-7-2. SICK LEAVE

All full-time regular service employees of the city who have completed three (3) months of continuous service and all part-time regular service employees who have accumulated three (3) months of paid time, except those excluded under provisions of this article and those otherwise provided for, may be granted sick leave with full pay of one eight-hour service day or straight time for each period of service equal to the departmental service month. Such sick leave days shall accrue monthly and shall be computed on the basis of not less than eighteen normal service days per month. Such time shall first be computed from the date of appointment and thereafter from the beginning of each fiscal year. Sick leave shall accrue in terms of full days only and shall not exceed twelve service days in any one fiscal year. Part time, temporary and intermittent (those failing to work at least eighteen service days in each month of the fiscal year) employees may be entitled to sick leave at their regular rate of pay on the basis of one day for each period equivalent to twenty-one (21) normal service days. Sick leave as above provided shall accrue from date of appointment, but only after the officer or employee shall have become eligible for sick leave according to the provisions of this article.

(a) One hundred and twenty-five (125) days may be accumulated. Unused sick leave may be accumulated for each officer and employee to the extent of one hundred and twenty-five (125) working days, except as otherwise provided in this article.

(b) Leave for certain purposes to be deducted from current sick leave. Sick leave or absences for any reasons specified in subsection (h) of this section shall first be deducted from current sick leave provided for under subsection (a) of this section.

(c) Reserve bank one hundred and twenty-five (125) days. Additional sick leave may be granted for each full year of service of five (5) eight-hour service days, but not exceeding a total of one hundred and twenty-five (125) days. Such sick leave shall be granted on the basis length of service free from any interruptions; provided, that continuous absences in excess of four (4) years shall be deemed to terminate any rights accruing under the provisions of this subsection. It is the intent of this subsection to provide a reserve based upon length of service in addition to but not a part of current sick leave as otherwise provided in this section.

(d) Leave not to be granted in anticipation of future service. Sick leave may not be granted in anticipation of future service.

(e) Holidays excepted. The following holidays falling within a period of sick leave shall not be counted as service days: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas, Veterans' Day and Election Day in each year, as designated by a resolution of the Common Council.

(f) Accrual during service

Absence shall not interrupt the accrual of sick leave where the employee's name appears on the payroll and he is actually receiving compensation; provided that absences without pay, except for employees receiving workmen's compensation, shall stop the accrual of sick leave, provided further that upon his return in good standing, the employee may be granted all



sick leave accrued on the basis of his prior service, provided further that any employee returning from any brance of the armed service, whether or not he may have resigned to enter such service, shall be granted all sick leave accrued on the basis of his prior service, including service in the armed forces; provided that the accrual of sick leave granted on the basis of length of service, as provided in subsection (c) of this section, shall not be affected by these provisions.

(g) Transfer to different department not to void leave

An employee transferred or certified to another department and otherwise entitled to the benefits of this section shall not thereby lose any accumulated and unused sick leave, and the department from which he is separated shall certify the amount of such unused sick leave due such employee.

(h) Other charges against leave

Absences for the purpose of taking City examinations, except noncompetitive promotion examinations, attending a wedding of an immediate member of the family, consulting the draft board, and other justifiable absences in the judgment of the department head, shall be considered proper charges against current sick leave reserves; provided that where possible, permission for such absence must be secured from the department head; provided that the department head may permit such absences with pay to the extent of five (5) working days in any one (1) fiscal year.

(i) Sick Leave

(i) The term "sick leave" shall be construed to be absence due to illness and shall also include absence due to exposure to contagious disease and attendance upon immediate members of the family within the household of

the employee, where necessary; provided that such absence shall not exceed three days in any instance.

(j) Immediate family

The term "immediate family" shall be construed to include husband, wife, children, father, mother, brothers and sisters and also relatives living in the same household, no matter what the degree of relationship.

(k) Employee to notify superior

An employee's absence for any reason which may be charged to his sick leave reserve, where permission has not already been granted, must notify his immediate superior within two hours after starting time or at least within the working hours of the first day of absence if, in the judgment of the department head, no earlier notice was possible. Failure to give proper notice may be used by the department head as a just reason for the refusal of sick leave with pay.

(l) Medical certificate

Evidence of illness must be provided by medical certificate or other suitable proof for all sick leave granted beyond three (3) consecutive days; provided that the granting of sick leave for not more than three (3) days without the necessity of evidence shall be discretionary with the department head, and all excuses for absences shall be subject to such verification as the department head may see fit to require, including examination by a physician selected by the department head.

(m) Sick leave during annual leave

Sick leave may be allowed in case of sickness or injury occurring during annual leave. Evidence of such incapacity from the first day must, however, be provided to the satisfaction of the department head.

(n) Workmen's Compensation

An employee sustaining injury or occupational disease arising out of and in the course of City employment shall be continued on the payroll and his time shall be charged to his sick leave reserve; provided that in the absence of any sick leave reserve, he shall be paid regular wages or salary to the extent of two-thirds of his daily wage or salary but for a period not to exceed seven (7) days; provided also, that where the employee has a sick leave reserve and receives income under the Workmen's Compensation Act, such income shall be supplemented by the City with an amount sufficient to maintain his regular salary or wage for a period not to exceed that of his sick leave reserve, and such reserve shall be charged for all sick leave days or portions thereof paid to such employee.

(o) Death or termination of service ends rights to sick leave

No right of action shall accrue to any officer or employee as a basis for recovery of pay for any unused sick leave. Death or termination of service shall terminate any and all liability under this article for any such unused sick leave, provided that any accrued vacation time due the decedent shall be paid to the beneficiary of the deceased employee.

(p) No charges to be made for less than half ( $\frac{1}{2}$ ) days

Sick leave shall not be charged against the employee's reserve in amounts of less than half days, provided that this rule shall not be construed to excuse absences of less than half days.

## SECTION 16-7-2.1. FUNERAL LEAVE

(1) Employees shall be eligible for funeral leave without deduction of pay as follows:

(a) If a death occurs among members of the employee's immediate family, such employee will be granted three (3) days leave, provided that such leave may be extended to five (5) days within the discretion of the department head based on individual circumstances.

(b) If a death occurs among the relatives of the employee, such employee will be granted one (1) day leave.

(c) For the purposes of this section, immediate family is defined as a wife, husband, son, daughter, brother, sister, father, mother or other members of the employee's household.

(d) For the purposes of this section, a relative is defined as a grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law or father-in-law.

RETIREMENT SICK LEAVE

Effective January 1, 1955, employees, upon retirement as prescribed by Title IV, Chapter XII, and Title IX, Chapters V, VI, and VII of the Charter of the City of Detroit shall be entitled to the payment of one half ( $\frac{1}{2}$ ) of their unused sick leave balances not to exceed thirty (30) days, the details of the above resolution being worded as follows by the Common Council on August 24, 1954, and repealed by the Common Council November 8, 1961, and be it further resolved:

1. Payment of unused sick leave shall be limited to compensation for one half ( $\frac{1}{2}$ ) of the retirant's unused sick leave, not to exceed thirty (30) sick leave days.

2. Such payment shall be effective in lump sum by special payroll dated the day prior to that of retirement and computed at rates existing as of that date with the further proviso that no credit shall be granted for periods of less than one-half ( $\frac{1}{2}$ ) day.

3. Duty and Non-Duty retirants will participate in the privilege at such time only as they shall become Service Retirants with Service Retirement Allowance. Payrolls in this case as of the day prior to date of retirement shall be processed at the rate of pay at which the Retirant was last compensated on the regular payroll.

4. Payrolls shall not be processed except and until certification by the Retirement Board to the effect that the employee has actually retired.

5. Payment shall be limited to service retirants with service retirement pay under Charter Title IV, Chapters XV, and XXI, and Charter Title IX, Chapters V, VI, and VII, and to those employees with at least four (4) and less than ten (10) years of service who separate from service without retirement pay by reason of their reaching age 65, and in accordance with Charter Title IX, Chapter VI, Article VI, Part A, Section 1.3, provided that eligible retirees with service retirement or pension pay shall not be covered under these rules if the effective date of retirement preceded July 1, 1954, provided further, that employees separating as above with retirement pay and less than ten (10) years of service shall not be covered by these rules where such separation occurred prior to the effective date of this resolution.

6. Qualified widows or widowers of so-called Option II retirants, according to Title IX, Chapters VI and VII, shall be entitled to the above benefits in the same manner and extent as though the employee had participated under the regular service retirement by choice.

7. The above privileges shall be available also for employees who, having reached retirement age or eligibility under the Charter after 20 years of service, are deceased and survived by spouse who, in turn, elect to take a lump-sum payment rather than retirement pay available under the so-called Automatic Option II. Such privileges shall be available also for employees who, after 20 years of service, reach retirement age and/or eligibility under the Charter and become deceased with surviving heirs but no spouse.

8. Lump-sum payments above provided for shall have no effect upon the amount of pension payments and shall not be subject to

deductions, except withholding tax or other legally required deduction beyond City's jurisdiction or authority.

9. Retirants may avail themselves of the privileges of this resolution only once.

Adopted by Street Railway Commission August 31, 1954 - Meeting No. 1690.

Appendix B-1

RESOLUTION OF  
BOARD OF STREET RAILWAY COMMISSIONERS  
Adopted July 29, 1952

“Employees of the Department who heretofore have been granted leave of absence for military service and who have served in the Korean emergency, or who hereafter shall be granted leave of absence for military service during the Korean emergency, or who shall be granted leave of absence for the purpose of entering the Armed Forces of the United States in time of war or emergency as declared by the Common Council, shall, subject to the limitations and conditions herein provided, retain certain present and further rights as to vacation and pay increment privileges (excepting for increments to those in apprentice or training programs) during such military service, to the same extent as enjoyed by employees in DSR service under existing DSR Rules and Regulations.

“Employees shall be entitled to the vacation leave and/or pay due them under the Rules existing at the time of departure from DSR service for military service.

”Employees honorably discharged from military service who within ninety (90) days thereafter apply for re-entry in the service of the Department of Street Railways, shall, after they have been paid ninety (90) days of normal service exclusive of premium and overtime following such re-entry, be entitled to vacation leave as follows for the time spent in military service.

“Newly inducted employees who had not qualified for vacation privileges prior to military leave shall be permitted to add military service



to any previous DSR service so as to qualify according to Department rules governing such vacation privileges.

“In such instances vacation leave will be allowed only for DSR service, namely for each month of such service prior to military leave in which the employee earned credit toward vacation.

“Employees who had qualified for vacation privileges prior to military service shall be given credit toward vacation on a forty (40) hour week basis for each month spent in military service the same as if he were fully employed with the Department; provided, that no such employee with less than a total of two (2) years of DSR and military service shall be entitled to vacation leave in excess of five (5) days for the entire period of military service; and provided that no such employee with less than a total of fifteen (15) years of DSR and military service shall be entitled to vacation leave in excess of ten (10) days for the entire period of military service; and provided that no employee with a total of fifteen (15) or more years of DSR and military service shall be entitled to vacation leave in excess of fifteen (15) days for the entire period of military service.

“Vacation credits to be allowed for time spent in military service shall be reduced to the extent that an employee, before entering military service, might have enjoyed vacation not earned.

“In no event shall the provisions of this resolution be construed to entitle an employee to more than one (1) full vacation during any calendar year.

“Resolution adopted with the provision that the length of each vacation be determined by the Department Rules and Regulations covering each employee involved.”

Appendix B-2

COMMON COUNCIL RESOLUTION OF  
JANUARY 15, 1952

“Resolved. That the resolution of May 20, 1947, page 1395 of the Journal of the Common Council be and it is hereby rescinded; and be it further

“Resolved. That when employees are transferred or recertified from one (1) department to another, the accepting department shall honor prior time worked toward qualifying these employees for vacation or sick leave on the basis of rules governing in said accepting department; and be it further

“Resolved. That when employees are hired other than under seasonal or camp rates of pay and when they return to the payroll following periods of broken service, such employees may qualify by accumulating any prior service within the two (2) year period immediately preceding their return to the payroll; provided further that service prior to resignation or discharge may not be used in any respect. The term “service” should be construed to include paid time only. The term “paid time” shall not include lapsed payroll time showing no pay, nor shall it include premium or overtime.

“Resolved. That upon qualifying as above, employees affected shall be entitled to sick leave granted on the basis of one (1) day for each month containing 18 days of paid time, accumulated for the purpose of qualifying, and they shall likewise be entitled to vacation leave on the basis of one (1) day for every 25 days of paid time accumulated for the purpose of qualifying; and be it further

“Resolved. That when employees leave one department for another after qualifying for a vacation, they shall upon departure, be granted all vacation leave due at the time under the ordinances or rules prevailing in the department releasing them provided that departments involved may by agreement adjust the amount of vacation credit to be transferred, and be it further

“Resolved. That when employees transfer in the midst of the fiscal year without interruption of service from one department to another the accepting department shall grant credit for all time served up to the point of transfer, toward the employee’s vacation for that fiscal year. Provided that when transfers to the DSR are effected, vacation time shall be liquidated on a pro rata basis before transfer; and be it further

“Resolved. That where necessary the department may with the approval of the Controller pay from available funds within the account affected, for any amount of vacation credit which cannot properly be liquidated prior to transfer; and be it further

“Resolved. That in case of transfers of personnel as above stipulated sick leave shall be honored by the accepting department in amounts certified according to ordinances of rules covering the department from which the employee departs; and be it further

“Resolved. That none of the provisions of this resolution shall be construed so as to grant leave time more than once for the same period of service.

“Resolved. That the above rules shall prevail immediately for transfers or recertification to and from City departments covered by

the General City Ordinances relative to sick leave and vacation rights. Provided further, that these rules shall not apply to the Department of Street Railways, Board of Education, the Detroit Public Library, the Jury Commission, Recorder's Court (except the Traffic and Ordinance Division) nor shall it apply to the uniform division of the Police and Fire Departments unless and until such departments shall signify their agreement in writing to the City Clerk.

“Adopted as follows:

“Yeas--Councilman Beck, Connor, Garlick, Kronk, Rogell, Smith, Van Antwerp, and the President--8

“Nays--None.”

Appendix C-1

LONGEVITY PAY  
Ordinance No. 164-F

IT IS HEREBY ORDAINED BY THE PEOPLE  
OF THE CITY OF DETROIT:

Section 1. (a) "Longevity pay" Such pay, within the meaning of this article, is not a part of and shall not become a part of an employee's base pay. It is a reward based on length of service.

(b) "Part-time employees" Such term shall include those who are hired for periods of either less than forty (40) hours per week or less than one year.

(c) "Service" Such term shall be construed to mean payroll time, exclusive of overtime or premium time. It shall include military leaves and time spent on duty disability pension but shall not include absence due to lay off or leaves of absence requiring approval of the Civil Service Commission, nor time served prior to any resignation or discharge. For the purpose of this article, service while under the status of special service or part-time employment may be credited and accumulated only if and when an employee or officer shall have become a permanent employee.

Section 2. Employees and officers of the City who, on December 1, 1955, shall have acquired the qualifications provided in Section 16-11-4 for the first step of longevity increment, shall be paid on December 1st, the date of such qualification, and on each December 1st thereafter, such first step longevity increment of two per cent of their base pay at the due date thereof, exclusive of premium and overtime

earnings; provided, that such longevity pay increment shall not exceed one hundred fifty (150) dollars, nor be less than one hundred (100) dollars, payable in a lump sum annually on December 1st of each year; provided further, that employees and officers of the City who, on December 1, 1956, shall have acquired the qualifications provided in Section 16-11-4 for the second step of longevity increment shall be paid on December 1st, the date of such qualification and on each December 1st thereafter, such second step longevity increment of four per cent of their base pay at the due date thereof, exclusive of premium and overtime earnings, provided that their total longevity pay increment shall not exceed three hundred (300) dollars nor be less than two hundred (200) dollars, payable in a lump sum annually on December 1st of each year; provided, that in the case of employees and officers who qualify for longevity increment pay, as provided in Section 16-11-4 in any month after any December 1st date, such increment shall be paid on a pro rata basis upon attaining such qualification, and the amount paid shall consist of a full increment less one-twelfth thereof for each calendar month or fraction thereof from the previous December 1st date to date of such qualification; provided, that employees who qualify for an advanced longevity step between December 1st dates shall be entitled to longevity pay computed by prorating the difference between the amount of a full step on their new basis and the amount of their last full longevity step, if any. On all subsequent December 1st dates they shall be paid a full longevity increment, provided they shall have complied with the terms and conditions of this article.

Section 3. All department heads and commissions, on November 15th of each year, shall furnish the City Controller a list of em-

ployees who will have become eligible for longevity increment pay on December 1st of each year. He shall indicate in the manner prescribed by the City Controller the amount of longevity pay due each such employee, and the City Controller may then authorize payment as of December 1st of each year.

Section 4. Employees and officers may qualify for the first step of longevity pay as of December first of each year or thereafter, as stated in this article; provided, that they shall have served as City employees for an accumulated period of eleven (11) years; provided, that employees and officers may qualify for the second longevity step, inclusive of the first, and as of December 1, 1956, or December 1st of each year thereafter, in the amount and manner stipulated in Section 16-11-2; provided, that they shall have served as City employees for an accumulated period of sixteen (16) years.

Employees and officers, in addition to the aforesaid qualifications, must, on due dates of payment of longevity increment, be in the service of the City. Provided, no employee will be denied longevity on December first because of a temporary unpaid absence of thirty (30) continuous days or less extending through the December first date in question.

Section 5. Prorated longevity payments may be made between December first 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 (18) days of service (twenty-four calendar days for fire fighters).

basis as in the case of retirees.

In the case of employees who have otherwise qualified for longevity pay, according to the provisions of this article, but who fail to retain status by reason of death, the provisions requiring employees to be in service shall be suspended so that one, and only one, longevity payment may be made to their beneficiaries on a prorated basis, as above.

Section 6. The years of required service, as provided in Section 16-11-4, need not be consecutive or uninterrupted. Service for the purpose of qualifying for longevity pay, may be accumulated in terms of years equivalent to three hundred sixty-five (365) service days, according to the best City records available; provided, that during such years of required service, there shall have been accumulated an average of two hundred sixteen (216) days per year of paid time, exclusive of overtime and premium time.

Section 7. Employees and officers who have qualified for longevity pay need accumulate only two hundred sixteen (216) days of paid time (two hundred ninety-two (292) calendar days for fire fighters), exclusive of overtime or premium time, during the year immediately preceding the due date of longevity payment, for a full payment in accordance with section 16-11-2. Employees in service on December first who would otherwise be eligible for longevity payment on that date but who do not acquire two hundred sixteen (216) days of paid time, exclusive of overtime, during the preceding twelve month period will be eligible for a prorated longevity payment on the basis of one month of credit for each calendar month of the preceding twelve months in which the employee receives eighteen (18) days of paid time, exclusive of overtime.



Employees first qualifying on or between December first dates must have acquired the two hundred sixteen (216) days of paid time, exclusive of overtime, during the preceding twelve months, after which time they shall be eligible for a longevity payment prorated from the date of such qualification to the following December first date on a monthly basis as described above.

Section 8. Qualified employees who have had status and received payment for out-of-class work, shall be paid longevity on the basis of the highest title in which they shall have had status and been paid for at least one-quarter of the assigned work time during the previous year; provided that in determining the highest class in which employees have had status and been paid one-quarter of the assigned work time, any such time paid in higher classes during the previous year may be used to qualify in the lower classes.

Section 9. When an interpretation of the provisions of this article would, in the opinion of the department head, violate the general intent thereof, a longevity increment may yet be requested by the department head or commission and paid upon the approval of the Common Council; provided, that the proposed recipient of such increment must comply with the basic definition of the term "service" as indicated in this article and all other sections of this chapter.

EMPLOYEES LAYOFF BENEFIT PLAN

Pursuant to City of Detroit Ordinance 338-F establishing an Employees' Layoff Benefit Plan to be administered by the Civil Service Commission, the following rules and regulations are established for the administration thereof. The provisions of this ordinance and these rules shall apply only to employees laid off on or after the effective date of the said ordinance, October 23, 1958.

Section 1. LAYOFF DEFINED. A layoff is defined as a separation, temporary or otherwise, of an employee from a position in the service of the City of Detroit, as hereinafter defined, because of lack of work or lack of funds, which for benefit purposes shall be further construed as beginning on the first normally scheduled work day not paid after layoff, and provided, that during the payroll work week in which the layoff occurs, the employee shall have earned less than his maximum weekly benefit rate.

Section 2. PAYROLL WORK WEEK DEFINED. The City Payroll Work Week means the calendar week ending at midnight Sunday.

Section 3. EFFECTIVE LAYOFF DATE. A layoff shall not be considered in effect until all accrued and payable vacation and overtime are liquidated in equivalent straight time on the payroll, and without regard to whether such payments are made in a lump sum or spread over one or more payroll periods.

Section 4. TERMINATIONS, CONDI-  
TIONS AND SEPARATIONS NOT LAYOFFS.  
The following employment terminations,  
conditions and separations shall not be defined  
or construed as layoffs:

(a) Retirement or separation under the  
provisions of Chapter XV, and XXI of Title  
IV and Chapters V, VI and VII of Title IX of  
the City Charter.

(b) Discharges, as evidenced by Civil  
Service discharge procedures, or approved by  
the person or governing board having juris-  
diction in the case of employees not under  
Civil Service.

(c) Disciplinary suspensions.

(d) Removal from City payrolls for  
violation of Civil Service regulations.

(e) Layoff of a provisional employee  
resulting from replacement by a certified  
eligible.

(f) Recall of certification.

(g) Resignation, for any reason.

(h) Approved leaves of absence whether  
requested by the employee or initiated by the  
department.

(i) Voluntary layoffs, that is, layoffs  
at the request of an employee.

(j) Layoffs elected by an employee in  
lieu of a demotion.

(k) Layoffs resulting from a waiver of  
seniority.

(l) Layoffs allowed for the convenience of employees, including layoffs of employees unable to work the required hours or otherwise making themselves unavailable for employment.

(m) Employment of less than the normally scheduled work week under the general City ordinances governing working conditions, in classifications for which employees are hired and are assigned work on an as needed or on call basis.

Section 5. EMPLOYEES DEFINED. Employees within the meaning of this ordinance shall consist of the following:

(a) Employees appointed to the classified service of the City of Detroit.

(b) Members of the Police uniformed service who perform essentially police services and who have been sworn in as police officers.

(c) Employees of the Department of Street Railways, Recorder's Court, Jury Commission when their governing boards shall specifically request and secure approval of the Common Council to provide their employees coverage under this ordinance, and shall further agree that employees within the meaning of this ordinance shall be re-hired before new employees are hired.

Section 6. EMPLOYEES NOT COVERED BY ORDINANCE 338-F. The following employees shall not be covered employees under this ordinance:

(a) Elected officials.

(b) Officials not in the classified

service appointed by the Mayor, Common Council, Boards or Commissions for either definite or indefinite terms.

(c) Employees hired by agreement for either definite or indefinite terms who are either not under the classified service or not under the general City Ordinances governing working conditions, compensation, or fringes.

(d) Employees who are hired for less than eight (8) hours per day, forty (40) hours per week or 2080 hours per year and who actually work less than 1300 straight-time hours during the 365 days immediately preceding the first normally scheduled work day not paid after layoff, provided that no such employee be denied eligibility if he has been paid for 2000 straight-time hours during the 730 days immediately preceding the first normally scheduled work day not paid after layoff. Straight-time hours are normal straight-time hours and are considered equivalent whether worked or paid and refer to a maximum of 40 hours paid at straight time.

(e) Employees who during the course of their employment hold two jobs or are laid off at the termination of a work period prior to returning to their regular employment.

(f) Students enrolled on a regular basis in high school, college, graduate school, trade school, or any other school in which their primary status is clearly that of a student or any persons hired as students.

(g) Salaried employees who on layoff elect to receive overtime in cash rather than as time off until such time would have been liquidated had they been carried on the payroll.

Section 7. OPERATING DEFINITIONS AND COMPUTATIONS. The following operating definitions and computations shall be used in administering this program:

(a) Base Year. The base year shall consist of the 365 days immediately preceding the first normally scheduled work day not paid on layoff.

(b) Base Period. Base period means the 730 days immediately preceding the first normally scheduled work day not paid after layoff. The base period shall be used for establishing eligibility on the basis of a minimum of 2000 straight-time hours paid during the base period.

(c) Qualifying Service. Qualifying service is any part or all of the service, during the base year or base period, of an eligible employee. Service prior to any resignation or prior to a discharge subsequently withdrawn without benefit of seniority shall not be considered as either qualifying or credit service.

(d) Credit Service. Credit service shall consist of the total number of the most recent credit weeks within the base year, as defined herein, not to exceed 39.

(e) Credit Week. A credit week shall be a week of credit service in which an eligible employee has earned at least \$15.91 of gross pay between Monday and Sunday inclusive of a payroll work week.

(f) Credit Earnings. Credit earnings mean the gross weekly earnings earned during the most recent 39 credit weeks in the base year, or fewer, if the employee has worked less than 39 weeks in the base year.

(g) Average Credit Earnings. Average credit earnings are the total credit earnings divided by the number of credit weeks of an employee, not to exceed 39.

(h) Benefit Week. A benefit week is a week of entitlement for which a benefit accrues or is paid at the beneficiary's computed maximum weekly benefit rate in accordance with the provisions of these rules.

(i) Partial Benefit Week. A partial benefit week is a week of entitlement for which a benefit accrues or is paid at less than the beneficiary's computed maximum weekly benefit rate in accordance with the provisions of these rules.

(j) Maximum Benefit Rate. The maximum weekly benefit rate shall be equal to 55% of the employee's average credit earnings but shall not exceed \$60.

(k) Benefit Period. The benefit period means the beneficiary's computed number of benefit weeks at his computed maximum benefit rate.

(l) Maximum Credit. An employee's maximum credit shall be an amount equal to the computed maximum number of benefit weeks to which an employee is entitled times the employee's computed maximum benefit rate.

(m) Benefit Year. An employee's benefit year consists of the 52 consecutive payroll work weeks immediately following the employee's last effective layoff date after which the City's liability for benefit ceases.

Section 8. COMPUTATION OF BENEFITS. The maximum number of benefit weeks

to which an employee is entitled shall not exceed 26, computed at the rate of 2 for each 3 of the most recent 39 credit weeks within the base year.

(a) When the number of credit weeks is more than an integral multiple of three (3), the remainder credit weeks shall be converted to benefit weeks to the nearest  $1/10$ .

(b) Credit weeks for which benefits have been paid may not be used more than once in the computation of subsequent benefits.

(c) In charging benefits to a beneficiary's account, the most recent credit week shall be charged first, and thereafter, credit weeks shall be charged in inverse order to that in which the credit weeks are earned.

(d) Except as provided in Section 4 m above, with respect to the first payroll work week during which an employee is laid off, or thereafter when gainfully employed by other employers or in self-employment, he shall be paid at his maximum benefit rate if his earnings are less than  $1/2$  of his computed maximum benefit rate, and  $1/2$  a benefit if his earnings are  $1/2$  or more but less than his computed maximum benefit rate. If his earnings during any payroll work week are equal to or greater than his maximum benefit rate, he shall not be entitled to a benefit for said week; provided, that his maximum credit is charged only to the extent of the benefits paid, and his credit service balance is compensable within the benefit year as defined in Section 7 m, above.

(e) In determining eligibility and the computation of benefits, a claimant who is apparently eligible for unemployment com-



pensation benefits under the Michigan Employment Security Act shall be required to file a claim for such benefits with said agency and shall be required to present to the Civil Service Commission the notice of determination with respect to such claim. If benefits are paid under the State Act, the payments received shall be charged as an offset in full amount to the beneficiary's maximum benefit rate, the balance being paid him as a layoff benefit and charged to his maximum credit.

Section 9. BENEFIT ELIGIBILITY. In order to be eligible for benefits, in addition to meeting other requirements as set forth herein, an employee must file a claim for benefits in the offices of the Civil Service Commission, and no benefits shall accrue prior to the week during which such claim is received.

Section 10. DEPARTMENTAL INFORMATION REQUIREMENT. The departments from which employees are laid off shall be required to furnish such information to the Commission as may be necessary to determine claimants' benefit rights.

Section 11. ELIGIBILITY CONDITIONS. To establish initial eligibility, a claimant must meet the following conditions:

(a) He must have been a covered employee in the service of the City of Detroit as defined above.

(b) He must have been laid off from the work force of a department or other participating agency as provided herein.

(c) He must be able, available, and actively seeking work.

(d) He must not have refused a bona fide offer of demotion in lieu of layoff.

(e) He must not have refused a bona fide offer of the Civil Service Commission for employment.

(f) He shall have registered with the Michigan Employment Security Commission and such other agencies as the Civil Service Commission may require, such as the Employment Bureau of the Welfare Department, Board of Education or college placement offices, union, or any other agencies involving no fees payable by the employee.

(g) He must not have refused from any source an offer of work of a character which is reasonable with respect to his qualifications and the conditions of the labor market.

(h) His earnings during the first payroll work week for which a benefit is claimed are less than his computed maximum benefit rate.

Section 12. CONTINUANCE OF ELIGIBILITY STATUS. To maintain continued eligibility, a beneficiary must meet the following conditions:

(a) He must be able, available, and actively seeking work.

(b) He must continue to report as required by the Civil Service Commission and the Michigan Employment Security Commission and show that he has made such other efforts directed toward finding employment as the Commission may have required.

(c) He must not have refused a bona fide offer of employment by the Civil Service

Commission or a reasonable work offer from any other source.

(d) He must report or make available such reports as may be required regarding earnings in gainful employment or benefits received under the Michigan Employment Security Act.

(e) He must not have refused a bona fide offer of the Civil Service Commission for employment.

Section 13. DISQUALIFICATION FOR DURATION BENEFITS. A beneficiary shall be disqualified for benefits for the duration of his layoff when he or she has:

(a) Refused a bona fide offer of the Civil Service Commission of employment.

(b) Refused a reasonable offer of employment from any other source, taking into account his previous employment, the employment offered, the length of his unemployment, and the condition of the labor market.

(c) Submitted false information to the Commission or failed to disclose a material fact in support of his claim for initial or continued eligibility with intent to deceive. Withholding or misrepresenting any information regarding employment earnings or unemployment compensation benefits received from the Michigan Employment Security Commission shall be construed as intent to deceive.

(d) Failed without good cause to apply for suitable work to which he has been referred.

(e) Received benefits under this ordinance through any false statement, misrepresentation, or non-disclosure of a material fact until all such benefits are paid back in cash.

(f) When the Commission finds that unemployment or restrictions on acceptable employment are due to pregnancy.

(g) When a claimant is also eligible for unemployment compensation payments under the Michigan Employment Security Act, and his claim is denied or he is disqualified, and the Civil Service Commission finds that the denial or disqualification is due to his own act.

Section 14. DISQUALIFICATION FOR WEEKLY BENEFITS. A beneficiary shall be disqualified for benefits with respect to any week during which he or she has:

(a) Failed to report to the Civil Service Commission or the Michigan Unemployment Security Commission as required.

(b) Failed to seek work because of illness.

(c) Been unemployed because of a labor dispute in which he or she is directly involved.

Section 15. REINSTATEMENT OF ELIGIBILITY. An employee found ineligible or one who would have been found ineligible for benefits, had he filed a claim, or who would have been disqualified had he been receiving benefits, because of his unavailability, may not subsequently established eligibility by having remedied the condition

which made him ineligible or caused him to be disqualified, except by earning a new period of credit service, provided, that this rule shall not apply to beneficiaries who were ineligible for any period because of ill health.

Section 16. FINDINGS. A finding of the Civil Service Commission staff regarding initial and/or continued eligibility shall be called a determination. Any determination resulting in the withholding of benefits either temporarily or for the full term of the benefit period shall suspend the payment of such benefits until the disposition of the request for redetermination and/or appeal.

Section 17. REQUEST FOR REDETERMINATION. Any request for reconsideration of any eligibility determination must be made in writing to the Civil Service Commission within 15 days of a determination. It shall be considered a request for redetermination and will be investigated by the Civil Service Commission with or without a hearing as, in its discretion, it may determine.

Section 18. DISQUALIFICATION PROCEDURES. Any recommendation of disqualification for benefits under Section 13 above shall be submitted to the Civil Service Commission for their approval.

Section 19. APPEAL FROM REDETERMINATION. Appeals from redetermination made by the Civil Service Commission shall be made to the Layoff Appeal Board with copy of such appeal filed with the Civil Service Commission within 15 days from the date of the Civil Service Commission redetermination.

Section 20. LAYOFF APPEAL BOARD HEARINGS. The Civil Service Commission shall be a party in all hearings before the

Layoff Appeal Board and must be duly notified in advance of the date of such hearings and the names of the appellants. Further, the Civil Service Commission shall be notified of all findings and decisions of the said Layoff Appeal Board.

EMPLOYEES SERVING ON JURY DUTY

On March 31, 1965, the Street Railway Commission at their meeting #1954 approved extending jury duty benefits adopted by the Common Council on March 16, 1965, for general City employees to DSR employees and provided that:

(1) Employees may be compensated for time lost in jury service excluding seasonal, contractual, part-time, Special Service, or those on assignments calling for less than 600 hours;

(2) Provided that pay for such lost time shall be contingent upon reasonably prompt notice of call to service by the employee to his Department supervisor who shall have discretion in seeking to have such employee excused where his service is essential and in refusing reimbursement when there is conclusive evidence that the employee volunteered or sought service directly or indirectly;

(3) Provided that such pay be contingent upon the employee reimbursing the Department for losses to the extent of jury fees received, exclusive of travel pay;

(4) Provided that such pay shall not compensate for loss of time in excess of an accumulation of thirty (30) days of scheduled work time.