

June 30, 1974

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.**

EFFECTIVE JULY 1, 1971

McTeer, City of



LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Michigan State University

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, 1971

Prepared by Personnel Division
DSR Print Shop - Union Labor

City of Detroit
Department of Street Railways

Agreement entered into on this 31st day of August, 1971, 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).

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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 purposes 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 and Senior Accountant. The Department agrees to furnish each member of Local 214 a copy of the Agreement as soon as possible upon completion of negotiations and ratification by membership of Local 214.

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.

(d) 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. AGENCY SHOP

(a) Employees not members of the Union who desire membership in the recognized bargaining units shall confirm their desire to join for the duration of this Agreement by initiating their union application form and dues deduction authorization forms.

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

(c) Provisional employees will not be used to replace or in lieu of civil service status employees in classifications in the recognized bargaining units, unless it is impossible to hire civil service status employees either from within or from outside the City service.

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

(e) Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the assignees' last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments (Chapter 16, Article 6, Section 4, of the Municipal Code of the City of Detroit).

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

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

(h) It is understood that the above provisions regarding Agency Shop and Service Fee Deduction are presently the subject of legal action and are inoperative at this time. Upon decision of this

matter by a Court of Last Resort, it is agreed that these provisions will be implemented in the same manner as similar provisions set forth in the Master Agreement between the City of Detroit and Michigan District Council 77 of the AFSC&ME, AFL-CIO, dated July 1, 1971.

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.

New employees or transfers will be given Union Application and Dues Deduction Cards or Authorization for Deduction of Service Charge Cards by the Personnel Division at time of employment or transfer.

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.

(e) The Department agrees that for those individual employees who are excused from work to attend to Union matters no pension charge will be made nor will there be a reduction of employee benefits provided such time does not exceed two hundred (200) hours annually for any employee.

(f) One delegate of the Union will be allowed time without loss of pay to attend State and National Union Conventions.

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 confer- ence will be call- ed.)
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) All correspondence, communication, and notices 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

Should differences arise between the Department and the Union during the term of this Agreement as to the interpretation and application of the provisions of this Agreement an earnest effort shall be made to resolve such differences promptly and the following grievance procedures shall be strictly observed:

- Step 1. An employee who believes he has been unjustly dealt with or that any provision of this Agreement has not been properly applied or interpreted 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 three (3) days 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 five (5) days.

Step 4. 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 3. 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 ten (10) days.

Step 5. If the answer to 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 D.S.R. Commission, it may be referred to arbitration within ten (10) working days. Any Grievances not referred to arbitration within such period, shall be considered settled on the basis of the decision in Step 5.

Step 6. **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 6 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 a pealed 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 thirty (30) 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 including Step 5. However, the grievance withdrawn may not be reinstated.

Time limits in Steps 2 through 5 may be extended by mutual agreement.

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) but no less than thirty-five (35) 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 coffee breaks 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, and such compensation shall be construed to be full compensation for all work performed up to and including 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. Five (5) days 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. The Department will schedule consecutive off days with the exception of the money room, and a review will be made to determine the possibility of changing the money room schedule.

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 between the appropriate Union Representative and the Department).

N. Individual work assignments selected by an employee on a schedule of work assignments placed in effect by the Department may not be altered unless agreed upon by the appropriate Union Representative and the Department.

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 agreement between the Union and the Department.

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 ten and one-half ($10\frac{1}{2}$) hours to complete such an assignment, shall receive an extra one-half ($\frac{1}{2}$) time for work performed after such ten and one-half ($10\frac{1}{2}$) hours, and additional overtime will qualify the employee for additional spread premium time.

- a. Effective July 1, 1971, the time required to spend on assignments to be eligible for spread premium shall be reduced to $10\frac{1}{4}$ hours.
- b. Effective January 1, 1973, the time required to spend on assignments to be eligible for spread premium shall be reduced to 10 hours.

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

SECTION 18. MISCELLANEOUS ALLOWANCES

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.

RIDING PASS

All active and retired employees will be entitled to a riding pass, which they may use on all DSR coaches with the exception of "Race Track" and special service coaches.

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, but their use as Yard Men shall be limited to those instances when no salaried employees are available from the Yard Man classification.

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, provided 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 Department.
- 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 and vacation reliefs in excess of sixty (60) days, unless otherwise agreed upon between the Department and Union. Promotions to beginning positions in the Operating Division from employees not in the Local 214 bargaining unit will be on a permanent basis.

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 classified at the senior clerk level and below will be granted step increments either semi-annually or annually, the maximum to be reached in one year. For classifications above this level, the maximum to be reached in no more than two (2) 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 fifty (150) 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.

C. 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 26. VACATION

A. Employees shall be eligible for an annual vacation as follows, subject to the conditions and limitations contained herein:

<u>Years of Service</u>	<u>Vacation Allowance</u>
1-5 years	10 days
6 years	11 days
7 years	12 days
8 years	13 days
9 years	14 days
10-12 years	17 days
13 years	18 days
14 years	19 days
15 or more years	20 days

No vacation will be granted during the employees first year, but upon completion of same, he will be entitled to $6\frac{2}{3}$ hours of vacation for each month of eighteen (18) or more days of service, preceding the first January 1st after employment. After the first anniversary date he will be entitled to vacation as follows:

<u>Month</u>	<u>Days</u>	<u>Hours</u>
January	10	80
February	9	$73\frac{1}{3}$
March	8	$66\frac{2}{3}$
April	$7\frac{1}{2}$	60
May	$6\frac{1}{2}$	$53\frac{1}{3}$
June	$5\frac{1}{2}$	$46\frac{2}{3}$
July	5	40
August	4	$33\frac{1}{3}$
September	3	$26\frac{2}{3}$
October	$2\frac{1}{2}$	20
November	$1\frac{1}{2}$	$13\frac{1}{3}$
December	0	$6\frac{2}{3}$

B. Based on the service requirements, additional vacation leave will be allowed once each year to employees who have accumulated a combined total of fifty (50) 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 shall not be 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.

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

D. 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. Vacation schedules to be reviewed with the union prior to selection.

E. 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 (1/12th) 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.

F. 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.

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

H. Rate during vacation - Employees will be paid their current base rate while on vacation. Employees with multiple classifications shall be paid an average current rate of time worked in each classification the preceding calendar year. to be effective January 1, 1970.

I. 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 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.

J. The Department agrees that with the increased vacation allowance in effect beginning January 1, 1971, employees will be permitted to select no more than three (3) weeks during the prime vacation period.

K. Employees will be allowed to carry over up to ten (10) days vacation after obtaining permission of his supervisor and approval of the Personnel Division.

SECTION 27. SICK LEAVE

A. All employees who shall have completed three (3) months of continuous service shall be granted one day of sick leave for each service month of not less than eighteen (18) normal service days, not to exceed twelve (12) sick leave days in one fiscal year, 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, 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.

F. Provision for the granting of sick leave for not more than three (3) days without the necessity of evidence shall be discretionary with the sick leave board. The Department agrees that advance notice will be given to employees who will be required to supply a medical statement when they take sick time of three days or less.

G. Effective July 1, 1971 the one hundred-twenty-five (125) day sick leave limitation will be removed from both banks.

SECTION 28. FUNERAL LEAVE (WITH PAY)

A. If 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 will be extended to five (5) days if the

funeral which the employee attends is more than 300 miles from the City of Detroit.

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. RETIREMENT SICK LEAVE

A. Employees shall be entitled to payment for unused sick leave on retirement as follows:

1. 25 years or less of service - one-half unused sick leave not to exceed thirty (30) days.
2. Each additional complete year of service over twenty-five (25) - 5 additional days added to the limit.

B. All the above shall otherwise be in accordance with the Common Council resolution of November 8, 1961, J.C.C., page 2292 as amended.

SECTION 30. HOLIDAYS

A. Employees shall be compensated as indicated below for the following recognized holidays: Independence Day, Veterans' Day, Labor Day, Election Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and two (2) Swing Holidays.

1. Effective July 1, 1972, employees shall be granted eight (8) hours of excused time for Martin Luther King's birthday. Employees required to work on this day will receive equal time off. Said time must be liquidated prior to June 30. No holiday premium will be paid for work on this day. If an employee is scheduled to work on this day and is absent without just cause, he shall receive no pay or equivalent time off for the day.

B. Employee may be excused from work without loss of pay the actual holiday or substitute holiday, depending on the needs of the service.

C. 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.

D. 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.

E. 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.

F. 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.

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

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 may select his Swing Holidays (2) based on the needs of the service and by giving ten (10) days notice to his supervisor. Swing Holidays must be liquidated prior to July 1st unless the needs of the service are such that the employee may not be excused in which event he will receive compensation at straight time.

J. If an employee works either the actual calendar holiday or a substitute holiday, he will receive the holiday pay, but he will not be allowed to pyramid holiday pay for working both days, nor shall this be used to deny an employee his 6th or 7th day premium. If an employee has both days as scheduled work days, he shall receive the holiday premium on the calendar holiday.

K. An employee shall receive 200% for all hours worked on a holiday in addition to the straight time holiday pay due for the holiday.

L. Four (4) hours each on the days before Christmas, New Year's 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. Such time must be liquidated prior to July 1st unless the needs of the service are such that the employee may not be excused in which event he will receive compensation at straight time.

In the Transportation Division in the following classifications: Station Master, Senior Service Inspector, Inspector, Transportation Terminal Assistant, Yard Dispatcher and Dispatcher's Office, employees must liquidate or select Swing Holidays, and/or Martin Luther King Holiday, plus 1/2 day holidays, by May 1st of each year. If failing to do so, then Management has the right to assign a day or days off to liquidate same. Single 1/2 days need not be selected. Unliquidated time will be compensated at straight time rate on June 30th.

SECTION 31. LONGEVITY PAY

A. Employees may qualify for the first step of longevity pay provided they have served as City employees for an accumulated period of eleven (11) years.

B. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of sixteen (16) years.

C. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, effective December 1, 1973, provided they have served as City employees for an accumulated period of twenty-one (21) years.

D. The first step of longevity increment shall be one-hundred fifty dollars (\$150). The second step of longevity increment, inclusive of the first step, shall be three-hundred dollars (\$300). The third step of longevity increment, inclusive of the first and second step, shall be four-hundred fifty dollars (\$450).

E. Employees who have qualified for longevity pay and have accumulated at least 216 days of paid time exclusive of overtime or premium time during the year immediately preceding any December 1 date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any

other date of qualification. Except for employees first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 1st.

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

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

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

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

SECTION 32. AFTERNOON AND NIGHT SHIFT PREMIUM

1. A premium of 20¢ 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 25¢ 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 33. 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.

H. The Department will contribute twelve (\$12) dollars per fiscal year per employee toward the Eye Care Insurance Program. It is understood that no additional funding will be made by the Department and that any requirements beyond this amount in the future will be the responsibility of the employee.

SECTION 34. 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 D.S.R. 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 to jury fees received, exclusive of travel pay;
4. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay for all days he is required to serve on jury duty in accordance with the Common Council Resolution of March 16, 1965, J.C.C., page 459, as will be amended.
5. Jury duty shall be considered as time worked.

SECTION 35. 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 36. COST OF LIVING ALLOWANCE

For the purposes of this agreement, the following definitions shall apply:

1. Pay Date is that date indicated on an employees "Statement of Earnings and Deductions", commonly known as a check stub, as "Date Paid".
2. Payroll Period is that period of time indicated on an employees "Statement of Earnings and Deductions", commonly known as a check stub, as "Pay Period".

A. Beginning October 7 (1971, employees covered by this agreement shall receive a Cost of Living Allowance according to the following provisions:

1. The Cost of Living Allowance will be determined in accordance with changes in the official Detroit Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics, U. S. Department of Labor (1967=100), and hereinafter referred to as the CPI.
2. Beginning with the first paycheck on or following October 7, 1971, the Cost of Living Allowance will be paid in each employee's regular paycheck for all hours for which he receives pay during the payroll period covered by the paycheck. The paycheck Statement of Earnings and Deductions will show, as a separate item, the amount of the Cost of Living Allowance being paid.
3. In the event of advance paychecks, payroll corrections or other unusual payroll circumstances the Cost of Living Allowance shall be calculated as of the date an employee would normally have been paid.
4. During the period of this Agreement, adjustments in the Cost of Living Allowance, including the establishment of the first allowance, shall be made at the following times according to the Consumer Price Indexes for the months shown:

<u>Date of Adjustment</u>	<u>Based on CPI for Month of:</u>
October 7, 1971	August
January 7, 1972	November
April 7, 1972	February
July 7, 1972	May

On each pay date, on or after each date of adjustment, the Cost of Living Allowance that is paid will be the newly adjusted allowance for the payroll period being paid.

5. The amount of the Cost of Living Allowance, redetermined on each date of adjustment, shall be in accordance with the following table:

<u>CPI</u>	<u>Cost of Living Allowance</u>
120.9 - 121.2	None
121.3 - 121.6	1¢ per hour
121.7 - 122.0	2¢ per hour
122.1 - 122.4	3¢ per hour
122.5 - 122.8	4¢ per hour
122.9 - 123.2	5¢ per hour
123.3 - 123.6	6¢ per hour
123.7 - 124.0	7¢ per hour
124.1 - 124.4	8¢ per hour
124.5 - 124.8	9¢ per hour
124.9 - 125.2	10¢ per hour
125.3 - 125.6	11¢ per hour
125.7 - 126.0	12¢ per hour
126.1 - 126.4	13¢ per hour
126.5 - 126.8	14¢ per hour

And so forth with a 1¢ per hour adjustment for each 0.4 change in the CPI.

6. The Cost of Living Allowance shall be expressed in cents per hour, and shall not increase by more than fourteen cents (14¢) per hour in any twelve-month period.
7. In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Indexes ten (10) days before one of the pay dates, any adjustment in the Cost of Living Allowance required by such appropriate indexes shall be effective and paid on the first pay date ten (10) days after receipt of the Indexes.

8. As soon as reasonably possible after July 1, 1972, and July 1, 1973, the total accumulated cost of living adjustment for the prior year of July 1 through June 30 as provided, not to exceed the applicable maximum amount, shall be added to each employee's base wage rate.

B. The parties to this Agreement agree that the continuance of the Cost of Living Allowance is dependent upon the availability of the monthly Consumer Price Index in its present form and calculated on the same basis as at present. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures of the CPI.

In the event that the Bureau of Labor Statistics fails to publish any pertinent Detroit Metropolitan Area Consumer Price Index, the Cost of Living Allowance for the period affected shall be determined in accordance with changes in the Consumer Price Index, U.S. City Averages as published by the Bureau of Labor Statistics, U.S. Department of Labor, (1967=100); and if the U.S. City Averages Index is not available, the alternate index shall be one mutually agreed upon by the parties to this Agreement.

SECTION 37. SAFETY 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 38. 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 thirty (30) days prior to 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 39. 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 40. LAY-OFF 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 41. LAY-OFF BENEFIT PLAN

Regular full-time employees, including employees who are discharged, shall be entitled to layoff benefits unless discharged under the following circumstances:

Discharges of probationary employees or discharges for misconduct connected with one's work, or for intoxication while at work or for an act of assault, theft or sabotage connected with one's work, whether or not such discharge has subsequently been reduced to a disciplinary layoff or suspension; disciplinary suspensions and removal from the payrolls by action of the Civil Service Commission for violations of Civil Service regulations for failure to meet Civil Service requirements for certification.

- A. The maximum benefit rate shall be equal to fifty-five percent (55%) of the employees average gross weekly earnings based on the most recent thirty-nine (39) weeks in the base year. No weekly benefits shall exceed eighty-one dollars (\$81.00).
- B. The total number of benefit weeks at the maximum benefit rate shall not exceed twenty-six (26) computed at the rate of two for each three of the most recent thirty-nine (39) credit weeks within the base year; provided, that the maximum total of weeks may be extended to thirty-nine only while the state legislature permits temporary unemployment compensation extensions to the level under the State Unemployment Compensation Act. There may be no more than twenty-six (26) payments at the maximum benefit rate (thirty-nine where extensions are permitted as above); except, that pro-rata payments may alter the number of weekly payments.
- C. All provisions shall be in accordance with Chapter 16, Article 10 of the Municipal Code of the City of Detroit.

SECTION 42. 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 43. 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 44 MAINTENANCE OF CONDITIONS

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; however, this paragraph shall not abridge the management rights and responsibilities outlined in Section 4 nor restrict the right of the Department to make changes in major operating policies and procedures based on changing conditions which may affect the bargaining unit. The Department will notify the Union no less than ten (10) days in advance of any such change which will then be the subject of negotiations.

SECTION 45. DURATION OF AGREEMENT

A. It is agreed between the parties that this contract shall continue in full force and effect until June 30, 1974. If either party desires to modify this contract it shall give written notice during the month of December 1973. Negotiations for a new contract shall commence thirty (30) days after that date.

B. In the event that the Department and the Union fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 1974, this agreement will remain in effect on a day to day basis. Either

party may terminate the agreement by giving the other party a ten (10) day written notice on or after June 20, 1974.

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

C. If mutually agreed, additions corrections, deletions and modifications may be made to specific sections of the agreement during the term of the agreement.

WHEREFORE, the said parties have on August 31, 1971, set their respective hands and seals.

NEGOTIATING COMMITTEE
D. S. R. LOCAL 214 AFSCME
AFL - CIO

Dudley W. Randlett, President
Morgan J. Stone, East-Side Vice-President
Dennis Ervin, West-Side Vice-President
Leo J. Charley, Administration Building

NEGOTIATING COMMITTEE
DEPARTMENT OF STREET RAILWAYS

E. L. Ridenour
Personnel & Labor Relations Administrator
H. C. McLaughlin
Superintendent of Transportation
P. J. Kerwin
Superintendent of Schedules
J. E. Schramm
Senior Governmental Analyst

CITY OF DETROIT
DEPARTMENT OF STREET RAILWAYS
COMPENSATION SCHEDULE

SALARY

CLASS	EFFECTIVE 7-1-71		EFFECTIVE 1-1-72	
	MIN.	MAX.	MIN.	MAX.
Auto Deliveryman	\$ 8,508.	\$ 8,815.	\$ 8,945.	\$ 9,252.
Building Attendant A	7,422.	7,825.	7,859.	8,262.
Calculating Machine Opr.	7,726.	8,004.	8,163.	8,441.
Cash Clerk (Trans. Terminal Asst.)	9,799.	10,517.	10,236.	10,954.
Chartered Service Representative	9,655.	10,416.	10,092.	10,853.
Clerk	7,529.	7,888.	7,966.	8,325.
Counting Machine Opr.	7,529.	7,888.	7,966.	8,325.
Instructor - T.E.O.	10,101.	10,416.	10,092.	10,853.
Intermediate Money Handler (Interim)	9,115.	9,789.	9,552.	10,226.
Intermediate Purchases Agent	11,193.	12,751.	11,875.	13,525**
Junior Clerk	6,809.	6,997.	7,246.	7,434.

Junior Calculating Machine Opr.	6,855.	7,090.	7,292.	7,527.
Junior Purchases Agent	10,089.	10,633.	10,992.	11,363**
Junior Stenographer	6,958.	7,199.	7,395.	7,636.
Junior Typist	6,809.	6,997.	7,246.	7,434.
Legal Adjuster	10,460.	11,298.	10,897.	11,750.
Legal Investor Grade I	10,169.	10,561.	10,606.	10,998.
Legal Investor Grade II	— — —	10,915.	— — —	11,352.
Messenger	6,271.	6,459.	6,708.	6,896.
Money Handler	8,748.	9,264.	9,185.	9,701.
F. Coates — \$9,336				
Offset Printer	10,297.	11,312.	10,734.	11,765.
Posting Machine Opr. (Numeric)	7,726.	8,004.	8,163.	8,441.
Principal Clerk	10,042.	11,133.	10,413.	11,579.
Semi-Senior Accountant	11,193.	12,751.	11,875.	13,525**
Senior Building Attendant	8,508.	8,655.	8,945.	9,092.
Senior Bookkeeper	9,628.	10,402.	10,065.	10,839.
Senior Clerk	8,748.	9,264.	9,185.	9,701.
Senior Draftsman	11,749.	12,500.	12,219.	13,000.
Senior Gun & Locksmith	10,942.	11,654.	11,705.	12,445.
Senior Money Handler	9,310.	10,036.	9,747.	10,473.
Senior Purchases Agent	13,940.	14,700.	15,248.	16,500**

Senior Stenographer	8,829.	9,264.	9,266.	9,701.
Senior Storekeeper	9,644.	10,395.	10,081.	10,832.
Senior Telephone Opr.	8,748.	9,264.	9,185.	9,701.
Senior Transportation Emergency Dispatcher	10,802.	12,079.	11,239.	12,563.
Senior Transportation Schedule Maker	10,746.	12,029.	11,183.	12,511.
Senior Transportation Service Inspector	10,355.	11,133.	10,792.	11,579.
Senior Typist	8,748.	9,264.	9,185.	9,701.
Senior Watchman	8,763.	9,139.	9,200.	9,576.
Stenographer	7,726.	8,004.	8,163.	8,441.
Storekeeper	8,908.	9,264.	9,345.	9,701.
Supv. Transportation Investigator	9,523.	10,265.	9,960.	10,702.
Supervising Watchman Grade I	9,677.	10,057.	10,114.	10,494.
Technical Aid (Accounting)	9,785.	9,995.	10,550.	10,750**
Technical Aid (Business Adm.)	9,785.	9,995.	10,550.	10,750**
Telephone Opr.	7,360.	7,888.	7,797.	8,325.
Telephone Opr.—in Charge	— — —	8,556.	— — —	8,993.
Transportation Complaint Investigator	9,677.	10,057.	10,114.	10,494.

Trans. Emergency Dispatcher	10,355.	11,133.	10,792.	11,579.
Trans. Schedule Dist. Clerk	9,115.	9,789.	9,552.	10,226.
Trans. Schedule Maker	10,473.	11,310.	10,910.	11,763.
Transportation Service Inspector	9,799.	10,517.	10,236.	10,954.
Transportation Service Investigator	10,802.	12,079.	11,239.	12,563.
Transportation Station Master	10,355.	11,133.	10,792.	11,579.
Transportation Terminal Assistant.	9,799.	10,517.	10,236.	10,954.
Trans. Timekeeper	9,559.	10,257.	9,996.	10,694.
Trans. Yardman	— — —	9,915.	— — —	10,352.
Typist	7,529.	7,888.	7,966.	8,325.
Window Cleaner	8,656.	8,784.	9,093.	9,221.
Workmen's Compensation	10,473.	11,310.	10,910.	11,763.

** Not receiving Cost of Living
 July 1, 1972 15¢ or 3% increase
 July 1, 1973 20¢ or 4% increase

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 branch 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.

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.”

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.”

MEMORANDUM OF AGREEMENT

During the recent negotiations, the Civil Service Commission made three commitments, quoted below, to Council 77 representing their bargaining units. You are, therefore, advised that you may extend these same commitments to Locals 214 and 312 in your negotiations with these units.

1. Listing of Civil Service Rules. Within ninety (90) days of the signing of this Agreement, the Civil Service Commission staff will compile a comprehensive listing of Civil Service Rules which are applicable to seniority. Copies of this listing will be made available to the union.
2. Time on Surveys. Council 77 has stated in negotiations, their displeasure with the length of time required to complete some of the classification surveys requested in the past.

The Civil Service Commission is aware that some surveys have been delayed and further, that undue delays cause problems for the employees, the Commission, the City, and the employee representatives.

With this in mind, the Civil Service Classification Division will endeavor to complete single position surveys within ninety (90) days from the receipt of the completion questionnaire description. If for some reason a delay of more than ninety (90) days is caused, the union will be advised as to the reasons and cause of the delay.

3. Discussions on Classification Questions. The Civil Service Classification staff is agreeable to meet with Michigan District Council 77 representatives at a mutually agreeable time to discuss all classification questions affiliated locals and which the Council feels are in need of correction.

LETTERS OF AGREEMENT

In accordance with our discussions and agreement for a new contract for the fiscal year beginning July 1, 1971, the Department agreed to the following items:

If space can be made available, a room for an employee lounge will be provided.

It was agreed to maintain parking lot surfaces in good condition; however, certain parking lots will not be designated as reserved areas for special groups of employees.

All employees will be provided consecutive off days except in Cashier's Money car operation where work schedules will be reviewed in an effort to provide consecutive off days.

The Safety Committee will recommend that employees handling heavy containers in the money room or money cars who do not receive a uniform allowance, be furnished safety shoes; and those employees receiving a uniform allowance will be given an opportunity to obtain them at the lowest possible cost and payment may be handled by payroll deduction.

Department agrees to meet with the Union regarding proposals for training programs.

E. L. Ridenour
Personnel & Labor Relations
Administrator