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*Resolution City of*

**CITY OF DETROIT**  
**DEPARTMENT OF STREET RAILWAYS**

Resolution Providing

**RULES**

Governing

**WAGES AND CONDITIONS OF EMPLOYMENT**  
**OF HOURLY AND SALARIED EMPLOYEES**  
**REPRESENTED BY**  
**LOCAL NO. 312 A.F.S.C.M.E., A.F.L.-C.I.O.**

Adopted by the  
Board of Street Railway Commissioners

JUNE 22, 1959

Effective July 1, 1959

Amended September 14, 1959



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CITY OF DETROIT  
DEPARTMENT OF STREET RAILWAYS

Rules governing wages and conditions of employment, effective July 1, 1959, for non-supervisory employees in the maintenance service and under the union representation of Local No. 312, American Federation of State, County and Municipal Employees, AFL-CIO, as adopted by the Board of Street Railway Commissioners on June 22, 1959 and as amended September 14, 1959.

City of Detroit  
Department of Street Railways

RULES

Local #312 AFL-CIO

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City of Detroit  
Department of Street Railways

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RULES GOVERNING WAGES AND CONDITIONS OF EMPLOYMENT FOR NON-SUPERVISORY EMPLOYEES OF THE DEPARTMENT WHO ARE IN THE MAINTENANCE SERVICE AND WHO ARE UNDER THE UNION REPRESENTATION OF LOCAL #312 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO.

Purpose of Rules

The purposes of the following Rules governing conditions of employment are to assure adequate and dependable municipal transit service to the public; to provide the employees with working conditions as good as may be reasonably provided within the pertinent laws and Civil Service rules; to protect the interests of the public, these employees and the Department; to provide a procedure for adjusting grievances; to prescribe wage and salary rates and working conditions for employees; and to set forth various provisions relative to the rights, privileges, duties and obligations of these employees.

Section 1. Employee Representative

(a) For the purpose of discussing and conferring with respect to any matters of wages, working conditions, or employer-employee relationship, the Board of Street Railway Commissioners will meet exclusively with such persons as may represent Local #312, American Federation of State, County and Municipal Employees, AFL-CIO, and who act in behalf of those departmental employees whose classifications are now listed, or which may later be added, to Appendix A hereof.

(b) The Board of Street Railway Commissioners will do nothing to prevent or discourage any of the above employees from becoming or continuing to be members of the union and will in no way discriminate against any member thereof because of union membership or union activity which does not violate the terms of these Rules.

## Section 2. Bulletin Boards

The union will have exclusive right to the use of bulletin boards for the purpose of posting notices pertaining to the conduct of its affairs. Said boards may be posted in all buildings on the property where necessary to reach the employees under the said union's representation.

## Section 3. Salary and Wage Assignments

(a) The Board of Street Railway Commissioners will accept assignments from such employees as may be members of the union of that portion of their wages 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 #312 AFSCME, AFL-CIO.

(b) Such assignments shall be voluntary and may be revoked by an employee by giving sixty (60) days' notice to the Board of Street Railway Commissioners, who in turn will notify the Secretary-Treasurer of Local #312 in writing within ten (10) days of receipt of such notice.

## Section 4. Notice to the Union

(a) Notice in writing to the union will be given forty-eight (48) hours before promotions, demotions or transfers of employees. This notice shall exclude Saturdays and Sundays. Notice to the union will be given two (2) weeks, where possible, but not less than one (1) week in any event, prior to lay-offs or the elimination of positions.

(b) Notice in writing to the union will be given forty-eight (48) hours, exclusive of Saturday and Sunday, before any suspension or dismissal; provided that if the suspension is for a violation of serious nature requiring the employee's immediate removal from the property, one of the following union officers shall be notified: the chairman of the grievance committee, other members of the grievance committee, or the president of the union. The employee will be entitled to a hearing if he so desires. Such hearing will take place without delay and if possible, shall be held on the day following notice to the union.

(c) Daily notice of reprimands will be given in writing to the union grievance committee. If a report made by a foreman pertaining to a reprimand or suspension contains charges of other violations, the union will be given a written copy of such other charges.

(d) No notice of reprimands, suspensions or dismissals will be given the union as to employees of less than thirty (30) days' service with the Department.

(e) Suspensions, except those which must be given immediate effect, shall not be dated so as to result in depriving the employee of the right to qualify for pay allowance for a holiday.

(f) If holidays fall during the period of a suspension, the suspension shall be reduced accordingly, i.e. one (1) day for each holiday.

#### Section 5. Work Day and Work Week

(a) The regular work day shall consist of eight (8) hours and shall begin at designated reporting time and end twenty-four (24) hours thereafter; provided that where salaried employees are permitted to work less than eight (8) hours per day or less than forty (40) hours in a normal service week, such 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.

Such employees shall receive no premium pay for any time worked beyond the regular eight (8) hour work day until they shall have worked at least forty (40) hours in a normal service week, exclusive of meal periods, provided that if such an employee works on his sixth or seventh day, he shall receive the compensation due him as if he had performed on an eight (8) hour basis on each day on which he worked during the week.

(b) Except as provided in paragraph (a) above the regular work week shall consist of forty (40) hours composed of five (5) consecutive days of eight (8) hours each and shall end one hundred and

sixty-eight (168) hours after same is scheduled to begin.

(c) The work week for building tradesmen and for those in Highland Park Shops shall be Monday through Friday.

#### Section 6. Overtime

(a) The premium rate of time and one-half will be paid for all work performed in excess of eight (8) hours per day, and up to the twelfth (12th) hour. Double time will be paid after the twelfth (12th) hour to hourly rated employees only.

(b) The premium rate of time and one-half will be paid hourly rated employees for all work performed on the sixth (6th) consecutive day of their scheduled work week.

(c) The said premium rate will be paid salaried employees for all work performed in excess of forty (40) hours straight time within six (6) days of their scheduled work week except as provided in Section 5, paragraph (a).

(d) The premium rate of double time will be paid hourly rated employees for all work performed on the seventh (7th) day of their scheduled work week.

(e) The said double time rate will be paid salaried employees for all work performed on the seventh (7th) day of their scheduled work week, if the work is in excess of forty-eight (48) hours of straight time except as provided in Section 5, paragraph (a).

(f) In computing weekly overtime premium the time paid for holidays and sick leave will be treated as time worked.

(g) Overtime work will be assigned in the order of rotation among the eligible employees provided that an employee may pass up such overtime or holiday work time if another man is available for same.

#### Section 7. Work Schedules

(a) The Board and the union recognize that the matter of changing schedules from time to time is desirable for both the employees and the Department. Such changes will be discussed with the union grievance committee before they are placed in effect, and no schedule shall be placed in effect unless the union has been first notified.

(b) Scheduled work on Saturday, Sunday, and holidays, shall be rotated among the employees involved.

(c) Except in cases of emergency, schedule changes when made will be effective as of the end of a payroll period.

(d) Schedule changes shall not require overtime payment for the first five (5) consecutive days of work on the new schedule.

(e) When an employee works more than five (5) days in a pay period, even though such days are not consecutive, he shall qualify for premium payment on the sixth (6th) of such days worked.

#### Section 8. Holidays

For the eight (8) holidays consisting of Independence Day, Veterans' Day, Labor Day, Thanksgiving Day, Christmas, New Year's Day, Memorial Day and the employees birthday, employees shall be compensated as follows.

(a) Where either salary or prevailing rate employees are excused by the department head from work on any of the above holidays, they shall receive their regular pay; provided however, that if a holiday falls on Sunday, it shall be celebrated on the following day; and provided further that an employee shall receive no pay for the holiday if on either of the scheduled service days immediately before or after the holiday he absents himself for any portion of such service days in excess of one (1) employment hour and absence is for reasons other than paid sick leave, vacation or with permission.

(b) 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.

(c) If an employee works on any of the holidays above mentioned, his total compensation for the day shall be 200 per cent of his basic or hourly



rate, provided, on either of the scheduled service days immediately before or after the holiday he does not absent himself for any portion of such service days in excess of one (1) employment hour. Should he so absent himself, however, and such absence is for reasons other than paid sick leave or vacation, or with permission, he shall be entitled to straight time only for the holiday.

(d) When an employee works on one of the above designated holidays and it is also his sixth (6th) or seventh (7th) day of work, payment of the premium for working such holiday will satisfy the provision requiring the payment of weekly overtime.

(e) 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.

(f) (Birthdays having been substituted for Election Day for all employees, for the current fiscal year ending June 30, 1960, the references to Veterans Day, as such, in the following provisions of this subsection - (f) - are therefore suspended until July 1, 1960.)

Upon request, any employee shall be permitted to celebrate his birthday as a paid holiday in lieu of Veterans' Day of the same calendar year provided that:

- (1) He shall on his scheduled work days immediately before and after his birthday fulfill the usual requirements for holiday pay.
- (2) He shall notify his supervisor of such intent two (2) weeks prior to his birthday or Veterans' Day whichever occurs first.
- (3) If his birthday is selected as a paid holiday he shall, if scheduled, work at regular straight time on Veterans' Day.
- (4) The Department shall not be required to assign him any work on his birthday.
- (5) If he then separates for any reason before Veterans' Day, he shall reimburse the Department for said holiday allowance.
- (6) If an employee's birthday falls on Saturday, it shall be celebrated on the preceding Friday, and if his birthday falls on Sunday, it shall be celebrated on the next succeeding Monday.

## Section 9. Wage and Salary Increments

(a) Employees will be granted salary and wage step increases as indicated in Appendix A hereof.

(b) When denial of a step increase is recommended, the union will be given seventy-two (72) hours' notice, exclusive of Saturdays, Sundays and holidays, before final action in the matter is taken.

(c) Hourly rated employees shall receive their pay not later than Friday noon of each week.

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

## Section 10. Grievance Procedure

(a) The employees in each shop unit or garage may be represented by at least one (1) steward; provided that no more than thirty-six (36) such stewards shall be designated for the entire group under the representation of the union. When more than one (1) steward is assigned to a shop unit or garage, one of them may be designated as chief steward. A chief steward shall remain in the shop unit or garage over which he has jurisdiction.

(b) A steward or chief steward, after reporting to his immediate supervisor and advising him of the nature of the matter, will be permitted to leave his assigned work to adjust the grievance or to conduct the following union matters: answering telephone calls, posting union notices on bulletin boards, and distributing union dues cards.

(c) A chief steward, after reporting to his immediate supervisor and advising him of the nature of the grievance or union matter, will be permitted to leave his assigned work to adjust same with him, the foreman or senior foreman.

(d) The privilege of stewards and chief steward to leave their work without loss of pay for handling grievances will be conditioned upon the premise that it will not be abused and that grievances will be processed as expeditiously as possible. Stewards will not be allowed to leave their unit of jurisdiction.

(e) Stewards and chief stewards shall also report to their respective supervisors immediately after any grievance is completed, and they shall

then resume work.

(f) In the assignment of service calls, union stewards or chief stewards, everything else being equal, shall not be sent on a service call if another employee within the class is available in the work unit at the time.

(g) In no instance shall a union steward or chief steward instruct an employee to cease or refrain from performing an assignment made by the foreman. If the said steward or chief steward is of the opinion that the employee is wrongfully assigned work because of his classification, or for any other reason, then the steward or chief steward, if unable to settle the matter with the proper supervisor, shall immediately contact the union grievance committee with regard to the said matter.

In the event that a dispute as to an assignment of work cannot be adjusted between the foreman and the proper union officer, both the union grievance committee and the division superintendent or his delegated representative will be available at any time for the purpose of rendering a decision in the matter.

It shall be the foreman's responsibility to follow the classification specifications in the assignments of work. In the event of his failure to do so, the Department shall take appropriate action.

(h) The discharge or discipline of any employee of the Maintenance Division may be considered a grievance by the union.

(i) Each written grievance will be answered with reasonable promptness by the Department and, within thirty (30) days, written answers will be given at the division head and above level, stating reasons for the decision.

(j) All grievances must be presented within thirty (30) days from date of occurrence in order to be considered. Any grievance not settled between the senior foreman and the chief steward must be presented in writing to the department head and must be on the regular standard grievance form or otherwise it will be deemed invalid.

(k) All grievances shall be processed under the grievance procedure provided for in paragraph (1) of this section.

(1) The following grievance procedure shall be strictly observed:

- Step 1. An employee having a grievance shall apprise his supervisor of same. The supervisor shall then call the steward, if the employee so desires, and the steward and the aggrieved may briefly discuss the matter. If the steward deems the matter a grievance, he shall take the grievance up with the foreman with the employee present. If a satisfactory settlement cannot be reached, then
- Step 2. The grievance shall be referred to the steward if he had not been called, and he shall adjust the matter, if possible, with the foreman. Stewards shall be thereafter notified in behalf of the supervisor involved when a first level grievance is settled in his absence. If a satisfactory settlement cannot be reached, then
- Step 3. The grievance shall be referred in writing to the chief steward who, with the employee or the steward present, shall adjust it, if possible, with the senior foreman or his equivalent, and if a satisfactory settlement cannot be reached, discussion at that level shall be terminated, then
- Step 4. The grievance shall be referred by the chief steward to the grievance committee who shall negotiate it with the superintendent of the division involved, then
- Step 5. If a satisfactory settlement cannot be reached, the grievance committee shall negotiate it with the General Manager or with his representative authorized to make decisions on such grievances, then
- Step 6. The matter shall be referred in writing by the union grievance committee to the Board of Street Railway Commissioners.

(m) If a union steward and/or the union grie-

vance committee desire to present a grievance on their initiative, the procedure above outlined shall be followed, starting at the appropriate level.

### Section 11. Vacation

(a) Annual paid vacation based upon employment and service will be granted those who qualify for same.

(b) Employment for the purpose of this section is defined as the time while one is listed as an active employee with the Department of Street Railways or with other City Departments as per Appendix C hereof.

One will not be considered employed during periods of lay-off or during leaves of absence unless same are for military service, or training encampments, as per Appendix B, and as per Board Meeting No. 1750, or sickness.

(c) A service day is one for which an employee earns wages for service, holiday, vacation, or sick leave, or is in military or City service as provided in Appendices B and C.

(d) An employee will become eligible for a full paid vacation for each employment year of 225 or more service days.

(e) Those who fail to accumulate 225 service days shall be entitled to one-twelfth (1/12th) of a vacation for each month of eighteen (18) or more such service days.

(f) Upon separation for any reason, including death, an employee will be paid vacation due and earned in the previous year.

(g) If such separation is for a reason other than discharge, he will also be entitled to vacation earned up to the time of separation; same to be allowed on the basis of one-twelfth (1/12th) of a vacation for each month in which he was credited with eighteen (18) or more service days.

(h) No full or partial vacation shall be allowed until an employee completes his first employment year. He will then be allowed the vacation

earned up to January 1st. Subsequent vacations will be computed on the calendar year basis. See the following table showing vacation and entitlements:

TABLE I

First Month of 18 or more Days Service	After First Anniversary		After Second January 1st		After Third January 1st	
	Date		January 1st		January 1st	
	Number of Days Off	Number of Hours Paid	Number of Days Off	Number of Hours Paid	Number of Days Off	Number of Hours Paid
January	5	40	10	80	15	120
February	4	36-2/3	9	76-2/3	14	116-2/3
March	4	33-1/3	9	73-1/3	14	113-1/3
April	3	30	8	70	13	110
May	3	26-2/3	8	66-2/3	13	106-2/3
June	2	23-1/3	7	63-1/3	12	103-1/3
July	2	20	7	60	12	100
August	2	16-2/3	7	56-2/3	12	96-2/3
September	1	13-1/3	6	53-1/3	11	93-1/3
October	1	10	6	50	11	90
November	0	6-2/3	5	46-2/3	10	86-2/3
December	0	3-1/3	5	43-1/3	10	83-1/3

Note: After the third January 1st, and each January 1st thereafter, until ten (10) years of employment have been completed, a full vacation of eighty (80) hours will be paid those employees hired after August 31, 1954, subject to conditions herein contained.

Subject to the conditions of this section, annual vacation will be allowed as follows:

	Years of Employment	Vacation Days	Paid Service Days	Paid Hours
Hired Before 9-1-54	1 2 3	7 14 21	5 10 15	40 80 120
Hired after 8-31-54	1 2 10	7 14 21 *	5 10 15 *	40 80 120*

\*To be earned January 1st following the tenth (10th) anniversary of employment.

(i) Vacations for a few older employees are still computed on the basis of service in their

prior employment year.

No such employee shall begin his vacation more than three (3) weeks before or complete it prior to reaching his employment anniversary unless he agrees, in writing, to indemnify the Department against loss.

As of July 1st, 1957, the accumulated current sick leave of each of the employees above referred to shall be reduced by the number of days which he could have earned as vacation between his last employment anniversary and the preceding January 1st; provided no such adjustment shall be made if, as a result, less than five (5) days remain in the said sick leave bank.

(j) Employees shall not be permitted to enjoy more than one (1) vacation in any calendar year, unless they separated as provided in paragraph (g).

(k) Employees taking leaves of absence will be credited with vacation earned since the prior year.

(l) When one of the eight (8) holidays falls during an employee's vacation period, he will be allowed an extra day of paid vacation which at his request he may enjoy immediately following his vacation period.

(m) Beginning January 1st, 1960, additional vacation will be allowed employees who have completed twelve (12) or more years of service prior to the start of any calendar year, and to those who were hired on or after September 1st, 1954 who have on any July 1st date, including July 1, 1957, accumulated a combined total of fifty (50) or more days of unused sick leave in both their current and reserve sick leave banks. They shall be entitled to one-half (1/2) 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, provided that said additional vacation leave shall not exceed five (5) days and same shall not be computed in amounts of less than one-half (1/2) days, and provided further, that said additional leave shall not be charged against an employee's 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.

(n) Beginning with each subsequent January 1st, the present twelve (12) years' service required for enjoyment of the benefits of paragraph (m) above, shall be reduced by one year, until the point is reached in the year 1962 when they will be enjoyed by employees having had ten (10) years of service in the prior calendar year.

(o) Available vacation periods will be selected by employees in order of maintenance seniority and so far as service needs permit, vacation periods will be scheduled throughout the year.

At least one (1) employee in each classification at each location shall, upon request, be allowed a vacation at any given time provided that this shall not apply to operating engineers and boiler operators, or to employees in the Supplies Division whose vacations shall be taken as heretofore scheduled.

Insofar as service requirements permit, during the week between Christmas and New Years, a man in each classification and on each shift in each location shall, on request, be allowed vacation time.

(p) No employee is to be permitted to work during his vacation.

## Section 12. Sick Leave

(a) All employees under the jurisdiction of the union shall enjoy sick leave as provided in Section 2 of Detroit City Ordinance 412-D in its present form, which is made Appendix D hereof.

(b) Employees, upon retirement as prescribed by Title IV, Chapters XV and XXI and Title 9, Chapters V, VI and VII of the Charter of the City of Detroit, shall be entitled to the payment of one-half (1/2) of their unused sick leave balances not to exceed thirty (30) days in accordance with the following:

- (1) Payment of unused sick leave shall be limited to compensation for one-half (1/2) of the retirants' sick leave, not to exceed thirty (30) sick



leave days.

- (2) Such payment shall be effected in lump sum by special payroll dated the day prior to that of retirement and computed at rates existing as of that date, with the further proviso that no credit shall be granted for periods of less than one-half (1/2) days.
- (3) Payrolls shall not be processed except and until certification by the Retirement Board to the effect that the employee has actually retired.
- (4) Payment shall be limited to only service retirants under Charter Title IV, Chapters XV and XXI and Charter Title 9, Chapters V, VI and VII and only to those who retire with a service retirement allowance.
- (5) Duty and non-duty retirants will participate in the privilege at such time only as they shall become service retirants with service retirement allowance; payrolls in this case as of the day prior to date of retirement shall be processed at the rate of pay at which the retirant was last compensated on the regular payroll.
- (6) Qualified widows or widowers of so-called automatic Option II retirants (those eligible who die before electing to retire) shall be entitled to the above benefits in the same manner and extent as though the employee had participated under the regular service retirement by choice.
- (7) Retirants may avail themselves of the privileges of the above resolution only once.
- (8) Lump sum payments above provided for shall have no effect upon the amount of pension payments and shall not be subject to deductions except withholding tax.

### Section 13. Hospitalization Insurance

The Board of Street Railway Commissioners will pay the cost of premiums not to exceed \$3.12 per month per individual for providing group surgical and hospital insurance for the employees covered by these Rules.

The best insurance coverage available within the above cost limit shall be obtained.

The name of the insurer and the full terms of coverage and employee protection shall be subject to review by the Board of Street Railway Commissioners.

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

### Section 14. Leaves of Absence for Union Officers and Committeemen

(a) Three (3) grievance committee members will be permitted to leave their work without loss of pay for the purpose of handling grievances above the senior foreman's level, and the handling of other union-management business.

Contacts of the grievance committee for conducting union-management affairs in the various properties with employees on duty, shall be with stewards only after proper clearance with the foreman in charge of the shop unit or garage. Contact with employees on the property by committee or committee members will be authorized during lunch or rest periods. Contacts with or visitations to the various properties by other officers of the union are not to be made without specific authorization by the superintendent in charge. Such union officer when entering the property, shall announce his presence to the foreman in charge.

(b) In order to maintain three (3) grievance committeemen of the union, if so desired substitute members may be appointed in the absence of the regular committee members.

When any of the grievance committeemen do not report for work because of vacation, the Department will pay the substituting committeeman's regular pay, thereby maintaining three (3) griev-

ance committeemen.

(c) Leaves of absence without pay will be granted to general elective officers of the union during their terms of office for the purpose of attending to union affairs. Such leaves shall be requested at least seventy-two (72) hours in advance of the effective date of leave.

Upon termination of any such leave, the employee will be returned to his former position if the job still exists.

(d) All employees shall, while serving as elected union officers in any of the following capacities, be given seniority as to conditions of employment over all other employees in the same job classes who are under the representation of the union: president, vice-president, recording secretary, secretary-treasurer, three (3) regular grievance committeemen, executive board members, sergeant-at-arms, all stewards and all chief stewards.

Nothing contained in this paragraph (d) is intended to conflict with the rules of the Detroit Civil Service Commission or to vary departmental promotional practices.

(e) For the purpose of determining his seniority as to conditions of work upon return, the Department will construe seniority as having continued to accumulate during leave of absence.

#### Section 15. Promotions and Transfers

(a) When positions need be filled by transfer or promotion, the employee transferred or promoted will be selected on the basis of his seniority, merit, ability, and qualification.

(b) When employees are demoted from other divisions of the Department, not under the representation of the union, they shall not be able to use their maintenance 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 full benefit of their maintenance seniority; provided that this paragraph (b) shall not apply to supervisors in the maintenance service demoted to classifications under the Union Representation. Such employees will be assigned in accordance with their total seniority gained in the maintenance service.

## Section 16. Miscellaneous Provisions

(a) If an employee is required or permitted to report for work when none is available, he shall receive pay for a minimum of four (4) hours, at his regular rate of pay.

(b) If an employee is called to work earlier than the commencement of his regular shift, he will have the right to continue to work through same, but he shall not have the right to work more than sixteen (16) hours in any twenty-four (24) hour period. 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 the time paid for work.

(c) Employees engaged in mechanical work or in operation of vehicles will not be permitted to work more than twelve (12) hours in any one day except in extreme emergencies.

(d) Should an employee be suspended or discharged and the Board later determine that such action was unwarranted, the employee shall be returned to his or her regular job if same still exists. In addition, such employee shall be compensated at his basic wage rate for the period of his suspension or discharge.

(e) When an employee with a dual status performs work in his higher classification, he shall be paid the wage rate of same.

(f) Employees in plant protection work may select their work shift or location when job vacancies occur in that sub-division. The selections shall be made according to seniority as maintenance workers.

(g) If an employee is required to transport others to the job, he will be paid straight time from the time he is called.

(h) Line helpers, when working with linemen on recollectible jobs after their shift, shall be paid not less than eight (8) hours' pay. They shall not be required to work out of doors during inclement weather but may be assigned other work during such periods.

Section 17. Night Premium

(a) All regular shifts that end after 7 PM and in which more than half of the hours of work are scheduled prior to 6 PM, shall receive premium pay at the rate of five (5) cents per hour.

(b) All regular shifts in which half or more of the hours worked are scheduled between the hours of 6 PM and 6 AM, shall receive premium pay at the rate of ten (10) cents per hour.

Section 18. Work Assignment and Training Program for Maintenance and Related Personnel

It is the policy and program of the Street Railway Commission and Management to provide a work assignment and training program that will provide for maximum effective utilization of personnel and provide a maximum of opportunity for promotion to qualified employees. This work assignment program is developed in accordance with the following objectives, principles and plan of operation:

(1) Objectives of Program:

- (a) To insure that repair work will be done effectively.
- (b) To provide opportunities for qualified employees to develop essential skills and knowledges and obtain the experience necessary to qualify for promotion to the journeyman class.
- (c) To insure equitable treatment of all personnel.

(2) Principles on which Program is Based:

In the framework of personnel administration established by the City Charter:

- (a) The Department of Street Railway Management is responsible for determining the assignments of its employees.
- (b) The Civil Service Commission is responsible for determining appropriate classes and classifying positions once assignments have been determined by the Department of

## Street Railway Management.

- (c) The Department of Street Railways and the Civil Service Commission have a mutual responsibility to see that employees are fairly and equitably treated.

### (3) Outline of Program:

- (a) Classes essential and their use.

The work shall be carefully analyzed and repair work assignments will be so planned and organized into assignment patterns and assignments to insure provision of a practical, fair and effective opportunity for developing skills, knowledge, and experience essential for advancement to higher positions.

- (1) Every repair class below the journeyman level shall provide for the performance of a wide variety of repair work, ranging from the simpler tasks through the performance of progressively more varied, more complex, and more difficult work to increase experience and to insure the development of skills and knowledge necessary for promotion and performance at the journeyman level.
- (2) Every journeyman class shall provide for the performance of a wide variety of repair tasks which may be performed individually or with the aid of one or more helpers and require considerable ability in repair work and considerable knowledge of the tools, materials, equipment methods and practices used in repairing and maintaining a variety of transportation equipment.

- (b) Specifications:

The basis for work assignments—both as to location and specific assignment—shall be the official class specifications as adopted by the Civil Service Commission.

The basis for determining the intent

and use to which each class is to be put shall be determined by the official class specifications which indicate the objectives and conditions under which work assignments are made. All specifications in a given occupational series, shall be read together to provide a full statement of the patterns of assignments and objectives of specific assignments.

When warranted by changes in work assignments made by the Department of Street Railway Management or technological changes in equipment, the Department of Street Railway Management shall request the Civil Service Commission to review the changes to determine whether the changes are significant enough to warrant changes in the official specifications.

When specifications are revised by the Civil Service Commission, these specifications will be duplicated so that copies of the specifications shall be available to both supervisors and employee representatives.

(c) Periods of Training:

Each training assignment program shall provide for a period normally required for and coverage of, all work experience necessary to qualify for promotion to the journeyman level, based on usual trade practice and determined for each occupational series by the Department of Street Railway Management and the Civil Service Commission.

(4) Training Policies and Procedures:

(a) Handling of Assignments:

(1) Below journeyman level

Assignments to employees with status in classes below the journeyman level shall be made in accordance with the objectives and conditions stated in the class specifications and in accordance with the objectives

and principles set forth in this statement of policy.

(2) At journeyman level

Assignments to journeyman shall be made by Management so as to provide maximum effective utilization and development of personnel in accordance with the objectives and principles of this program.

(b) Frequency of changes in assignment:

The operation of this work assignment and training program will require changes in individual assignments as well as changes in work location. Insofar as practicable, these changes in assignments will be made on a voluntary basis. Individuals in any classification desiring to transfer from one location or shift may indicate their desire by submitting a request by means of a form supplied by the Rolling Stock Office. Requests properly filed shall be the initial basis for changes. Such request will be kept on file for six (6) months. Normally, this voluntary procedure will be followed in effecting changes in assignment and work location. This procedure may be modified when found necessary to accomplish the objectives of the work assignment and training program. In each work location the foreman and sub-foreman will so assign helpers to provide training and experience in all phases of the work during the period of assignment to the particular location.

(c) Assignments and instructions:

Foremen and sub-foremen will make assignments in accordance with the training program. As indicated in the specification, the journeyman shall instruct helpers assigned to work with them in the performance of repair work.

(d) Allied trade instruction:

Provision is made in certain of



the programs for instruction in and acquiring of a minimum amount of skill in welding, and/or other tasks allied to the trade. These tasks are included to insure the all-around development of journeymen. It is not intended that their inclusion shall be interpreted to mean either (a) that the trainee acquire journeyman proficiency as a welder, etc.; or (b) that he shall ever be used full time on assignments for which there is a journeyman classification recognized in the official classification plan of the City of Detroit. Where allied skills are involved as stated in the specification, technical instruction shall be provided by journeyman tradesmen either in the shops or garages as such journeyman tradesmen may be assigned by the Department of Street Railways.

(e) No restriction to narrow skills:

No helper will be limited to the development of narrow skills. Even though a helper demonstrates unusual proficiency in a single assignment, his assignments shall continue to be changed in accordance with the specifications and training objectives.

(f) Ratio of Helpers to Journeymen:

As programs are established in occupational series, rates shall be established to determine the relative number of helpers in relation to the number of journeymen employed in the series; e.g., the ratio of Auto Repair Helpers to General Auto Repairmen shall not exceed three (3) helpers for each five (5) General Auto Repairmen. In computing these ratios at any given time, the number of helpers and journeymen on the payroll for the preceding six (6) months shall be average; provided that the maintenance of said ratio may not be assured when the Department is unable to acquire journeymen by either promotion or recruitment.

(g) Compensation:

Compensation of newly hired helpers

shall provide for periodic increases within the established pay range when merited by performance and development.

- (h) Records of assignments and performance:
  - (1) Records of the assignments and performance of each helper will be maintained for each helper.
  - (2) Every three (3) months a standard report shall be filed for each helper, which is to cover the work assignments performed during the previous three (3) months together with an evaluation of the helpers performance. Copies of this form shall be filed with the Personnel Office of the Department of Street Railways, the Civil Service Commission and the union.
- (i) Review of program:
  - (1) At all times the program is subject to review by the training unit of the Civil Service Commission.
  - (2) Any and all questions on the propriety of assignments shall be referred to the Civil Service Commission for decision in accordance with the procedures established by rules and policies of the Civil Service Commission.
  - (3) The program may be reviewed semi-annually with the Civil Service Commission to consider possible improvement.
- (j) Tenure of helpers (newly hired):
  - (1) All new helpers are on probation for a period of six (6) months.
  - (2) Where it is determined that helpers are not able to progress in the program, such persons shall be eliminated from the program by being demoted to unskilled classifications if vacancies in such classifications are

available, or demoted to unskilled classifications and laid off.

(k) Disposition of presently employed Auto Repairmen and Auto Repair Helpers:

- (1) Auto Repairmen or Auto Repair Helpers who have attained the age of fifty (50) years as of the effective date of these policies, are not required to enter the training program, but shall be changed in status to Auto Repair Helper with no change in compensation. Such employees shall be required to change their assignments when necessary in accordance with the administration of the training program.
- (2) Auto Repairmen and Auto Repair Helpers entering the program shall be changed in status to Auto Repair Helper.

Employees who do not progress in the program through lack of desire or failure to adapt themselves to the program may be demoted to positions as Coach Service Attendant if such vacancies exist or to other unskilled classifications at the rate of compensation applicable to such positions or unskilled classifications. Such employees, in the discretion of Management, where repair work is available in the training and assignment program may be continued on assignments involving auto repair work in the Auto Repair Helper classification but shall revert to the rate of compensation received at the time of entry into the program. Such employees shall be required to change their assignments when necessary in accordance with the administration of the training program.

(1) Disposition of persons presently employed in other series:

Employees occupying positions in

classes below the journeyman level who have attained the age of fifty (50) years as of the effective date of these policies, are not required to enter the training program, but shall be changed in status to the appropriate classification with no change in compensation. Such employees shall be required to change their assignments when necessary in accordance with the administration of the training program. Employees who enter the program, but who do not progress through lack of desire or failure to adapt themselves shall be subject to procedures similar to those outlined for persons in the Auto Repair series in paragraph (k)(2) of this section.

(m) Changes in status:

All changes in status are to be processed in accordance with Civil Service Commission law, rules and policies.

(5) Extension of Work Assignment and Training Program

(a) General policy on extensions:

Work assignments and training programs based on this statement of policy shall be developed and applied to other occupational series where found desirable and applicable.

(b) Immediate extension:

- (i) Transportation equipment repair series
- (ii) Electrical shop series
- (iii) General body repair series.

(6) Training Rate Increases

- (a) Helpers who hereafter enter training shall receive the established minimum Trainee Helper rates and shall, as per Section 9 of these Rules and Regulations, receive the step increases provided for their

classification.

- (b) Steps shall become effective as of the beginning of the payroll period immediately following completion of each six (6) months of service.
- (c) Those who were Trainee Helpers as of November 15, 1952 (excluding those who are former Auto Repairmen, Transportation Equipment Repairmen, and Electric Motor Repairmen and are receiving the rates for those classifications), and who had been employed with the Department for a period of at least two (2) years as of July 1, 1952, will each be entitled to a training rate increment of six (6) cents per hour not to exceed maximum hourly rates for regular helpers, provided they have completed a minimum of 1,040 hours of training.
  - (i) These Trainee Helpers shall receive the regular five (5) cent step increases only after the six (6) cent training increment above mentioned fails to bring the rate to maximum for Trainee Helpers.
  - (ii) The five (5) cent step increase shall then be granted at six (6) month intervals until the maximum is reached and shall be administered on the same basis as for trainees hired after November 15, 1952.
  - (iii) For the purpose of administering the six (6) cent training rate increment for all who were Helper Trainees as of November 15, 1952, the year shall be divided into quarters beginning with the months of January, April, July and October. Said increments shall be due and made effective as of the beginning of the first quarter following completion of each six (6) months of actual training.

Those entitled to the said six (6) cent training increments shall receive the same effective as of the beginning of the first quarter following completion of the minimum period of 1,040 hours training; provided that all Trainee Helpers entitled to said increment on the basis of computations made prior to November 15, 1952, shall now be paid said increment retro-active to September 1, 1952.

- (d) Upon completion of training and promotion to a journeyman class, a former trainee shall receive the maximum rate.

#### Section 19. Longevity

Longevity pay shall be granted to all employees covered hereunder provided they qualify for the payment according to Appendix E hereof which is a reprint of Detroit Longevity Ordinance 164-F. The terms of said Ordinance shall be followed in determining the basis of such payment.

#### Section 20. Rate of Compensation

The rates of compensation paid to the employees covered hereunder shall be those set forth in Appendix A and shall be made effective as of July 1, 1959.

#### Section 21. Duration of Rules and Regulations

It is the intent of the Board that these Rules and Regulations, as set forth herein, shall remain in effect until July 1, 1960, or until revised or modified by the Board of Street Railway Commissioners.

At least thirty (30) days prior to July 1, 1960, the Board will review these Rules and Regulations for the purpose of determining any modification or review then found desirable or necessary by the Board.

Nothing contained in these Rules and Regulations is intended to conflict with the City Charter or with the statutes of the State of Michigan or the laws of the United States.

## Appendix A

SCHEDULE OF RATES

Classification	Min.	Steps by Six Month Periods						Max.	
		1st	2nd	3rd	4th	5th	6th		7th
Asst. Offset Printer	2.55								2.55
Asst. Storekeeper	2.18 $\frac{1}{2}$	2.23 $\frac{1}{2}$	2.25						2.25
Auto Radiator Reprmn.	2.57 $\frac{1}{2}$	2.62 $\frac{1}{2}$	2.68						2.68
Auto Repair Helper:									
Former Auto Reprmn.	2.44 $\frac{1}{2}$								2.44 $\frac{1}{2}$
Trainee	2.04 $\frac{1}{2}$	2.09 $\frac{1}{2}$	2.14 $\frac{1}{2}$	2.19 $\frac{1}{2}$	2.24 $\frac{1}{2}$	2.29 $\frac{1}{2}$	2.34 $\frac{1}{2}$		2.34 $\frac{1}{2}$
Non-Trainee	2.23 $\frac{1}{2}$	2.28 $\frac{1}{2}$							2.28 $\frac{1}{2}$
Battery Repairman	2.57 $\frac{1}{2}$	2.62 $\frac{1}{2}$	2.68						2.68
Blacksmith Helper	2.36	2.41							2.41
Body Repair Helper - Tr.	2.14 $\frac{1}{2}$	2.19 $\frac{1}{2}$	2.24 $\frac{1}{2}$	2.29 $\frac{1}{2}$	2.34 $\frac{1}{2}$	2.39 $\frac{1}{2}$	2.44 $\frac{1}{2}$		2.44 $\frac{1}{2}$
Body Upholsterer	2.57 $\frac{1}{2}$	2.62 $\frac{1}{2}$	2.68						2.68
Body Upholsterer Helper	2.23 $\frac{1}{2}$	2.28 $\frac{1}{2}$							2.28 $\frac{1}{2}$
Boiler and Furnace Reprmn.	3.61 $\frac{1}{2}$	3.66 $\frac{1}{2}$							3.66 $\frac{1}{2}$
Boiler Operator - H.P.	2.40 $\frac{1}{2}$	2.45 $\frac{1}{2}$	2.50 $\frac{1}{2}$						2.50 $\frac{1}{2}$
Boiler Operator - L.P.	2.29	2.34							2.34
Bricklayer General	3.79								3.79
Building Attendant	2.01 $\frac{1}{2}$	2.04 $\frac{1}{2}$							2.04 $\frac{1}{2}$
Building Trades Helper	2.28 $\frac{1}{2}$	2.33 $\frac{1}{2}$							2.33 $\frac{1}{2}$



Classification	Min.	Steps by Six Month Periods							Max.
		1st	2nd	3rd	4th	5th	6th	7th	
Coach Service Attendant	2.15	2.20							2.20
Electrical Reprmn.-Shop	2.68	2.73							2.73
Electrical Shop Helper:									
Trainee	2.14 $\frac{1}{2}$	2.19 $\frac{1}{2}$	2.24 $\frac{1}{2}$	2.29 $\frac{1}{2}$	2.34 $\frac{1}{2}$	2.39 $\frac{1}{2}$	2.44 $\frac{1}{2}$		2.44 $\frac{1}{2}$
Non-Trainee	2.28 $\frac{1}{2}$	2.33 $\frac{1}{2}$							2.33 $\frac{1}{2}$
Finish Carpenter	3.42								3.42
Finish Painter	3.27								3.27
Finish Painter - Bldg. Spray	3.52								3.52
Fin. Painter - Swing Stage	3.52								3.52
General Auto Repairman	2.52 $\frac{1}{2}$	2.57 $\frac{1}{2}$	2.63						2.63
General Blacksmith	2.74 $\frac{1}{2}$								2.74 $\frac{1}{2}$
General Body Repairman - Tr.	2.67	2.72	2.77 $\frac{1}{2}$						2.77 $\frac{1}{2}$
General Machinist	2.98 $\frac{1}{2}$								2.98 $\frac{1}{2}$
Gen. Trans. Equipt. Reprmn.	2.52 $\frac{1}{2}$	2.57 $\frac{1}{2}$	2.63						2.63
General Welder	2.74 $\frac{1}{2}$								2.74 $\frac{1}{2}$
Gun and Locksmith	2.52 $\frac{1}{2}$	2.57 $\frac{1}{2}$	2.63						2.63
Laborer A	2.12	2.17							2.17
Machine Operative	2.39	2.44							2.44
Machinist	2.55	2.60	2.65 $\frac{1}{2}$						2.65 $\frac{1}{2}$
Maintenance Millwright	2.98 $\frac{1}{2}$								2.98 $\frac{1}{2}$
Mechanical Helper - General	2.28 $\frac{1}{2}$	2.33 $\frac{1}{2}$							2.33 $\frac{1}{2}$
Painter Helper	2.24 $\frac{1}{2}$	2.29 $\frac{1}{2}$	2.34 $\frac{1}{2}$	2.39 $\frac{1}{2}$	2.44 $\frac{1}{2}$	2.49 $\frac{1}{2}$	2.54 $\frac{1}{2}$		2.54 $\frac{1}{2}$
Plumber	4.05 $\frac{1}{2}$								4.05 $\frac{1}{2}$

Classification	Min.	Steps by Six Month Periods						Max.	
		1st	2nd	3rd	4th	5th	6th		7th
Print Shop Assistant	2.04	2.09	2.14	2.19	2.24	2.29	2.34	2.39	2.39
Repair Mechanic	2.44	2.49							2.49
Second Oper. Engineer	2.76 $\frac{1}{2}$		2.86 $\frac{1}{2}$			2.96 $\frac{1}{2}$			2.96 $\frac{1}{2}$
Sr. Const. Equip. Oper. -Gen	2.63 $\frac{1}{2}$	2.68 $\frac{1}{2}$	2.73 $\frac{1}{2}$	2.79					2.79
Sr. Repair Mechanic	2.54	2.59	2.64 $\frac{1}{2}$						2.64 $\frac{1}{2}$
Sr. Stockhandler - Interim	2.38 $\frac{1}{2}$	2.43 $\frac{1}{2}$	2.48 $\frac{1}{2}$	2.53					2.53
Sr. Trackman - Interim	2.38 $\frac{1}{2}$	2.43 $\frac{1}{2}$							2.43 $\frac{1}{2}$
Sheet Metal Mechanic	2.57 $\frac{1}{2}$	2.63	2.68						2.68
Sheet Metal Worker	3.59								3.59
Sign Painter	3.38								3.38
3 Steamfitter - Bldg. Mtce.	3.75 $\frac{1}{2}$								3.75 $\frac{1}{2}$
Stockhandler - Interim	2.12	2.17	2.18 $\frac{1}{2}$						2.18 $\frac{1}{2}$
Third Operating Engineer	2.58		2.67 $\frac{1}{2}$						2.67 $\frac{1}{2}$
Trackman - Interim	2.20	2.25							2.25
Transp. Equip. Repair - Hlpr	2.23 $\frac{1}{2}$	2.28 $\frac{1}{2}$							2.28 $\frac{1}{2}$
Truck Driver	2.26	2.31							2.31
Vehicle Operator (Semi-Truck Trailer)	2.43								2.43
Vehicle Operator (Street Equipment)	2.43								2.43
Watchman	2.04 $\frac{1}{2}$		2.14						2.14
Woodworking Millman	2.52 $\frac{1}{2}$	2.57 $\frac{1}{2}$	2.63						2.63

SALARY SCHEDULE FOR SALARIED EMPLOYEES

Classification	Min.	Steps by Six Month Periods								Max.
		1st	2nd	3rd	4th	5th	6th	7th	8th	
Calculating Machine Oper.	4208		4418		4472					4472
Clerk	4022	4127	4232	4337	4362					4362
Draftsman	4981	5086	5191	5296	5401	5475				5475
First Aid Attendant Clerk	4795		5005		5215		5345			5345
Junior Clerk	3596	3672	3748	3824						3824
Junior Typist	3596	3672	3748	3824						3824
Principal Clerk	5728		5938		6148		6358		6549	6549
Sr. Asst. Mech. Engineer	7254		7569		7884		8183			8183
Senior Clerk	4816		5026		5236		5257			5257
Sr. First Aid Attdt. Clerk	5219		5429		5639		5804			5804
Sr. Mech. Engineer. Draftsmn	5973		6183		6393		6603		6807	6807
Senior Stenographer	4886		5096		5257					5257
Senior Storekeeper	5565		5775		5985		6171			6171
Stenographer	4208		4418		4472					4472
Storekeeper	4956		5166		5257					5257
Typist	4022	4127	4232	4337	4362					4362

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## Appendix B

### 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 future 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 D.S.R. service under existing D.S.R. 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 D.S.R. 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 D.S.R. service so as to qualify according to Department rules governing such vacation privileges.

"In such instances vacation leave will be allowed only for D.S.R. 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 D.S.R. 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 D.S.R. 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 or more years of D.S.R. 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 full vacation during any calendar year.

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

Appendix C

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 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 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 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 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 em-

ployee'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, VanAntwerp, and the President -- 8

"Nays -- None."

## Appendix D

### CITY OF DETROIT COMPILED ORDINANCES

#### Chapter 15

SECTION 2. All officers and employees of the City of Detroit, except those otherwise provided for by charter, contractual employees and those who shall not have completed six (6) months of continuous service, may be granted sick leave with full pay of one (1) 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 (18) 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 (12) service days in any one (1) fiscal year. Part time, seasonal, temporary and intermittent (those failing to work at least eighteen (18) 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 (1) 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 Ordinance.

(a) As of July 1, 1944, every officer and employee may be credited for unused sick leave for all prior service as far back as July 1, 1941. Such unused sick leave to be computed according to the provisions of the Ordinance then governing; provided, that no officer or employee shall be credited with less than five (5) days of accrued sick leave as of July 1, 1944; provided, further, that any employee who shall not yet have been eligible for sick leave under the terms of Ordinance 114-D shall be eligible as of July 1, 1944, for such sick leave from the date of appointment in accordance with the provisions of this Ordinance.

(b) Unused sick leave may be accumulated for each officer and employee to the extent of one hundred (100) working days except as herein otherwise provided.

(c) Sick leave, or absences for any reason



specified in sub-division (i) hereof, shall first be deducted from current sick leave heretofore provided for under Section 2 and sub-divisions (a) and (b).

(d) Additional sick leave may be granted for each full year of service herein defined, of five (5) eight-hour service days, including prior service to July 1, 1941, and subsequent to July 1, 1944, but not exceeding a total of one hundred (100) days. Such sick leave shall be granted on the basis of length of service free from any interruptions; provided, further, 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 sub-section to provide a reserve based upon length of service in addition to but not a part of current sick leave as herein otherwise provided.

(e) Sick leave may not be granted in anticipation of future service.

(f) 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 and Christmas Day.

(g) Absences 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 employee receiving workmen's compensation, shall stop the accrual of sick leave; provided further, that upon his return to service 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 (d) of Section 2 hereof, shall not be affected by these provisions.

(h) An employee transferred or certified to another Department, and otherwise entitled to the benefits of this Ordinance, 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.

(i) Absences for the purpose of taking City of Detroit examinations, except non-competitive promotional examinations, attending a wedding of an immediate member of the family, consulting the Draft Board, death in the immediate family, attending funerals and other justifiable absences in the judgement 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 fiscal year.

(j) The term "sick leave" shall be construed to be absence due to illness and also to include absence due to exposure to contagious disease, attendance upon immediate members of the family within the household of the employee, where necessary; provided, that such absence shall not exceed three (3) days in any instance.

(k) 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.

(l) An employee absent 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 (2) 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.

(m) 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 said department head.

(n) 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.

(o) 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 ( $\frac{2}{3}$ ) 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.

(p) 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 Ordinance for any such unused sick leave.

(q) 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. (Effective August 17, 1944. Ord. 412-D.)

Appendix E

LONGEVITY PAY  
Ordinance No. 164-F

AN ORDINANCE to designate employees and officers of the City of Detroit who shall be granted longevity pay increments.

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

Section 1. (a) "Longevity pay" within the meaning of this ordinance is not a part of and shall not become a part of an employee's base pay nor is it a reward based on mere length of service or seniority. It is incentive pay designed to retain and reward faithful City employees for future service who continue to serve meritoriously despite lack of promotional opportunities.

(b) "City employees and officers" within the meaning of this ordinance shall include all City employees and officers except contractual, seasonal part-time employees, elected officers, members of part-time boards and commissions, consultants, employees and officers of the Department of Street Railways, the Public Library Commission, the Detroit Board of Education, and the Recorder's Court of the City of Detroit except those employees of the Traffic Court division thereof who are under the classified service of the City of Detroit.

(c) "Seasonal employees" within the meaning of this ordinance shall include those employees in classes and/or under rates of pay appearing in the seasonal and camp rate sections of the official compensation schedule.

(d) "Part-time employees" within the meaning of this ordinance shall include those who are hired for periods of either less than 40 hours per week or less than 1 year.

Section 2. Employees and officers of the City of Detroit who on December 1, 1955 shall have acquired the qualifications hereinafter provided in Section 4 for the first step of Longevity Increment, shall be paid on December 1st, the date of such qualification, and on each December 1st thereafter, such first step of longevity increment of 2 per cent of their base pay at the due date thereof, exclusive of premium and overtime earnings: Provided, that such longevity pay increment shall not exceed

\$150.00 nor be less than \$100.00, payable in a lump sum annually on December 1st of each year: Provided further, that employees and officers of the City of Detroit who on December 1, 1956, shall have acquired the qualifications hereinafter provided in Section 4 for the second step of longevity increment shall be paid on December 1st, the date of such qualification and on each December 1st thereafter, such second step longevity increment of 4 per cent of their base pay at the due date thereof exclusive of premium and overtime earnings, provided that their total longevity pay increment shall not exceed \$300.00 nor be less than \$200.00, payable in a lump sum annually on December 1st of each year: Provided, that in the case of employees and officers who qualify for longevity increment pay, as provided in Section 4 of this ordinance, in any month after any December 1st date, such increment shall be paid on a pro-rata basis upon attaining such qualification, and the amount paid shall consist of a full increment less  $1/12$  thereof for each full calendar month or fraction thereof from the previous December 1st date to date of such qualification: Provided, That employees who qualify for an advanced longevity step between December 1 date shall be entitled to longevity pay computed by prorating the difference between the amount of a full step on their new basis and the dates shall be entitled to longevity step, if any. On all subsequent December 1st dates they shall be paid a full longevity increment provided they shall have complied with the terms and conditions of this ordinance.

Section 3. It shall be the duty of all department heads and commissions on November 15th of each year, including 1955, to furnish the City Controller a list of employees who will have become eligible for longevity increment pay on December 1st of each year. He shall indicate, in the manner prescribed by the Controller, the amount of longevity pay due each such employee, and the Controller may then authorize payment as of each year, including 1955.

Section 4. Employees and officer may qualify for the first step of longevity pay as of December 1st of each year, or thereafter, as hereinbefore stated, provided they shall have served as City employees for an accumulated period of 11 years of which a minimum of 6 years shall have been accumulated in the same basic class prior thereto, provided that employees and officers may qualify for the second longevity step inclusive of the first,

and as of December 1, 1956, or December 1st of each year thereafter, in the amount and manner stipulated in Section 2 above, provided they shall have served as City employees for an accumulated period of sixteen (16) years of which a minimum of six (6) years shall have been accumulated in the same basic class prior thereto, and provided further, that the conduct or work performance of such employees in the judgment of a department head or commission meets the requirements of the service, and the department head or commission recommends payment thereof: Provided, That employees and officers, in addition to the aforesaid qualifications, must on due dates of payment of longevity increment be in the service of the City. After December 1, 1955, employees and officers who retire on a full service retirement between December 1st dates shall be paid a prorated longevity increment for time served (since the date of their last longevity payment) on a full calendar month basis provided each month shall contain at least 18 days of service. (24 calendar days for fire fighters.)

Section 5. The term "service" within the meaning of this ordinance shall be construed to mean payroll time exclusive of overtime or premium time. It shall include military leaves, but shall not include absence due to lay-off or leaves of absence requiring approval of the Civil Service Commission nor time served prior to any resignation or discharge. For the purpose of this ordinance, service while under the status of seasonal or part-time provisional employment may be credited and accumulated only if and when an employee or officer shall have become a permanent employee.

Section 6. The years of required service as provided in Section 4 of this ordinance need not be consecutive or uninterrupted. Service for the purpose of qualifying for longevity pay may be accumulated in terms of years equivalent to 365 service days, as defined in Section 5, according to the best City records available: Provided, That during the said years of required service there shall have been accumulated an average of 216 days per year of paid time (292 calendar days for fire fighters), exclusive of overtime and premium time.

Section 7. Employees and officers who have qualified for longevity pay must accumulate at least 216 days of paid time (292 calendar days for fire fighters), exclusive of overtime or premium time, during the year immediately preceding any December 1st date or other date of payment as provided in Section 2, before they shall be eligible to receive longevity pay for such year.

Section 8. The term "same basic class" as applied to employees and officers experiencing a change in classification while qualifying for longevity pay, shall include all classes held by such employees and officers, the maximum rates of pay for which classes, as of any December 1st date in question, do not vary beyond the amount of longevity increment computed on the maximum of the lowest class held at any time.

When employees already enjoying longevity, are promoted or transferred into another basic class which provides them with a new basic payroll rate less than their former base pay, plus longevity, they shall receive an amount in the form of longevity increment over and above the new basic payroll rate to insure them a pay equal to the former base pay, plus longevity, until such time as they shall receive regular scheduled step increments equal to or in excess of such amount.

In case of a demotion, except for disciplinary measures, employees and officers may be given credit for any time previously served in titles with higher or equal maximum rates of pay, according to the established rates on any December 1st date in question, for the purpose of qualifying for longevity pay in the position to which they are demoted.

Section 9. In any given year prior to the effective date of longevity payment, employees and officers having dual or multiple titles shall be required to qualify for longevity pay on the basis of the highest title in which they shall have been paid for at least 216 days (292 calendar days for fire fighters): Provided, That where such employees or officers shall have previously qualified for longevity pay in any of their titles they may be granted a longevity increment based on that title if they have 216 days of service (292 calendar days for fire fighters) over all of the titles: Provided, That where they shall fail to qualify under either of the above provisions they may in accordance with the provisions of this ordinance, qualify in their lowest title with 216 days of service (292 calendar days for fire fighters) over all titles.

Section 10. When converting hourly rates to salary, or vice versa in the application of the provisions of this ordinance, the conversion shall be computed on a 2080-hour basis.

Section 11. When the provisions of this or-

dinance would cause grave injustice or violate the general intent thereof, in the opinion of the department head or commission, a longevity increment may be paid upon the recommendation of the department head or commission, and the approval of the Common Council.

Section 14. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 15. This ordinance is declared necessary for the preservation of the public peace, health, safety and welfare of the people of the City of Detroit and is hereby given immediate effect.

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

(J.C.C. 2007 September 18, 1956)  
Passed Sept. 25, 1956 and approved Oct. 2, 1956  
Effective November 1, 1956



## Appendix F

### EMPLOYEES' LAYOFF BENEFIT PLAN (Rule XXI)

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

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

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

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

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

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

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

- (c) Disciplinary suspensions.
- (d) Removal from city payrolls for violation of Civil Service regulations.
- (e) Layoff of a provisional employee resulting from replacement by a certified eligible.
- (f) Recall of certification.
- (g) Resignations, for any reason.
- (h) Approved leaves of absence whether requested by the employee or initiated by the department.
- (i) Voluntary layoffs, that is, layoffs at the request of an employee.
- (j) Layoffs elected by an employee in lieu of a demotion.
- (k) Layoffs resulting from a waiver of seniority.
- (l) Layoffs allowed for the convenience of employees, including layoffs of employees unable to work the required hours or otherwise making themselves unavailable for employment.
- (m) Employment of less than the normally scheduled work week under the general City ordinances governing working conditions, in classifications for which employees are hired and are assigned work on an as needed or on call basis.

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

- (a) Employees appointed to the classified service of the City of Detroit.
- (b) Members of the Police uniformed service who perform essentially police services and who have been sworn in as police officers.
- (c) Employees of the Department of Street Railways, Recorder's Court, Jury Commission, and Library Commission when their governing boards shall specifically request and secure approval of the Common Council to provide their employees coverage under this ordinance, and shall further agree that

employees within the meaning of this ordinance shall be re-hired before new employees are hired.

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

(a) Elected officials.

(b) Officials not in the classified service appointed by the Mayor, Common Council, Boards or Commissions for either definite or indefinite terms.

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

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

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

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

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

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

(a) Base Year (Symbol: BY)

The base year shall consist of the 365 days immediately preceding the first normally scheduled work day not paid on lay-off.

(b) Base Period (Symbol: BP)

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

(c) Qualifying Service (Symbol: QS)

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

(d) Credit Service (Symbol: CS)

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

(e) Credit Week (Symbol: CW)

A credit week shall be a week of credit service in which an eligible employee has earned at least \$15.01 of gross pay between Monday and Sunday inclusive of a pay-roll work week.

(f) Credit Earnings (Symbol: CE)

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

(g) Average Credit Earnings (Symbol: ACE)

Average credit earnings are the total credit earnings divided by the number of credit weeks of and employee, not to exceed 39.

(h) Benefit Week (Symbol: BW)

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

(i) Partial Benefit Week (Symbol: PBW)

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

(j) Maximum Benefit Rate (Symbol: MBR)

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

(k) Benefit Period (Symbol: BFP)

The benefit period means the beneficiary's computed number of benefit weeks at his computed maximum benefit rate.

(l) Maximum Credit (Symbol: MC)

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

(m) Benefit Year (Symbol: BFY)

An employee's benefit year consists of the 52 consecutive payroll work weeks immediately following the employee's last effective layoff date after which the city's liability for benefit ceases.

## Section 8. COMPUTATION OF BENEFITS

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

- (a) When the number of credit weeks is more than an integral multiple of three, the remainder credit weeks shall be converted to benefit weeks to the nearest  $1/10$ .
- (b) Credit weeks for which benefits have been paid may not be used more than once in the computation of subsequent benefits.
- (c) In charging benefits to a beneficiary's account, the most recent credit week shall be charged first, and thereafter, credit weeks shall be charged in inverse order to that in which the credit weeks are earned.
- (d) Except as provided in Section 4, m, above, with respect to the first payroll work week during which an employee is laid off, or thereafter when gainfully employed by other employers or in self-employment, he shall be paid at his maximum benefit rate if his earnings are less than  $1/2$  of his computed maximum benefit rate, and  $1/2$  a benefit if his earnings are  $1/2$  or more but less than his computed maximum benefit rate. If his earnings during any payroll work week are equal to or greater than his maximum benefit rate, he shall not be entitled to a benefit for said week; provided, that his maximum credit is charged only to the extent of the benefits paid, and his credit service balance is compensable within the benefit year as defined in Section 7, m, above.
- (e) In determining eligibility and the computation of benefits, a claimant who is apparently eligible for unemployment compensation benefits under the Michigan Employment Security Act shall be required to file a claim for such benefits with said agency and shall be required to present to the Civil Service Commission the notice of determination with respect to

such claim. If benefits are paid under the State act, the payments received shall be charged as an offset in full amount to the beneficiary's maximum benefit rate, the balance being paid him as a lay-off benefit and charged to his maximum credit.

#### Section 9. BENEFIT ELIGIBILITY

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

#### Section 10. DEPARTMENTAL INFORMATION REQUIREMENT

The departments from which employees are laid off shall be required to furnish such information to the commission as may be necessary to determine claimants' benefit rights.

#### Section 11. ELIGIBILITY CONDITIONS

To establish initial eligibility, a claimant must meet the following conditions:

- (a) He must have been a covered employee in the service of the City of Detroit as defined above.
- (b) He must have been laid off from the work force of a department or other participating agency as provided herein.
- (c) He must be able, available, and actively seeking work.
- (d) He must not have refused a bona fide offer of demotion in lieu of layoff.
- (e) He must not have refused a bona fide offer of the Civil Service Commission for employment.
- (f) He shall have registered with the Mich-

igan Employment Security Commission and such other agencies as the Civil Service Commission may require, such as the Employment Bureau of the Welfare Department, Board of Education or college placement offices, unions, or any other agencies involving no fees payable by the employee.

- (g) He must not have refused from any source an offer of work of a character which is reasonable with respect to his qualifications and the conditions of the labor market.
- (h) His earnings during the first payroll work week for which a benefit is claimed are less than his computed maximum benefit rate.

#### Section 12. CONTINUANCE OF ELIGIBILITY STATUS

To maintain continued eligibility, a beneficiary must meet the following conditions:

- (a) He must be able, available and actively seeking work.
- (b) He must continue to report as required by the Civil Service Commission and the Michigan Employment Security Commission and show that he has made such other efforts directed toward finding employment as the commission may have required.
- (c) He must not have refused a bona fide offer of employment by the Civil Service Commission or a reasonable work offer from any other source.
- (d) He must report or make available such reports as may be required regarding earnings in gainful employment or benefits received under the Michigan Employment Security Act.
- (e) He must not have left the corporate limits of the City of Detroit or the approved residence area for the employment from which he was laid off except to accept a bona fide offer of employment.



Section 13. DISQUALIFICATION FOR DURATION BENEFITS

A beneficiary shall be disqualified for benefits for the duration of his layoff when he or she has:

- (a) Refused a bona fide offer of the Civil Service Commission of employment.
- (b) Refused a reasonable offer of employment from any other source, taking into account his previous employment, the employment offered, the length of his unemployment, and the condition of the labor market.
- (c) Submitted false information to the commission or failed to disclose a material fact in support of his claim for initial or continued eligibility with intent to deceive. Withholding or misrepresenting any information regarding employment earnings or unemployment compensation benefits received from the Michigan Employment Security Commission shall be construed as intent to deceive.
- (d) Failed without good cause to apply for suitable work to which he has been referred.
- (e) Received benefits under this ordinance through any false statement, misrepresentation, or non-disclosure of a material fact until all such benefits are paid back in cash.
- (f) When the Commission finds that unemployment or restrictions on acceptable employment are due to pregnancy.
- (g) When a claimant is also eligible for unemployment compensation payments under the Michigan Employment Security Act, and his claim is denied or he is disqualified, and the Civil Service Commission finds that the denial or disqualification is due to his own act.

Section 14. DISQUALIFICATION FOR WEEKLY BENEFITS

A beneficiary shall be disqualified for bene-

fits with respect to any week during which he or she has:

- (a) Failed to report to the Civil Service Commission or the Michigan Unemployment Security Commission as required.
- (b) Failed to seek work because of illness.
- (c) Been unemployed because of a labor dispute in which he or she is directly involved.

#### Section 15. REINSTATEMENT OF ELIGIBILITY

An employee found ineligible or one who would have been found ineligible for benefits, had he filed a claim, or who would have been disqualified had he been receiving benefits, because of his unavailability, may not subsequently established eligibility by having remedied the condition which made him ineligible or caused him to be disqualified, except by earning a new period of credit service, provided, that this rule shall not apply to beneficiaries who were ineligible for any period because of ill health.

#### Section 16. FINDINGS

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

#### Section 17. REQUEST FOR REDETERMINATION

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

Section 18. DISQUALIFICATION PROCEDURES

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

Section 19. APPEAL FROM REDETERMINATION

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

Section 20. LAYOFF APPEAL BOARD HEARINGS

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

NOTICE

After this page there are enclosed the following entitled items:

Maintenance Seniority  
Transfer Procedure Rolling Stock  
Division Employees  
Transfer Procedure Supplies Division  
Plant Protection Transfer Procedure.

These items are not a part of these Rules, but are Administrative Procedures determined at Management level.

They are placed in this book for the information of those interested in same.

City of Detroit  
Department of Street Railways

MAINTENANCE SENIORITY

1. Maintenance seniority is that acquired only by employment in the DSR maintenance service under the union representation of Local #312, but subject to the provision of Section 15 (b) of Rules.
2. Total maintenance seniority will be the basis of priority when employees select vacations, work locations, and job vacancies.
3. Total maintenance seniority shall not be applied as to work locations or job vacancies until a newly promoted member has completed three (3) years in the new classification. In the meantime, as to work locations or job vacancies, he will apply only his maintenance seniority in the new class.
4. Total maintenance seniority shall not be applied as to work locations or job vacancies by one who is demoted to a lower class not previously held until the first opening occurs after he has served ninety (90) days in the class. In the meantime, as to work locations and job vacancies, he will apply only his maintenance seniority in the new class.
5. A member who previously held the class to which he is demoted, shall upon demotion, fully apply his total maintenance seniority.

City of Detroit  
Department of Street Railways

TRANSFER PROCEDURE

Rolling Stock Division Employees

Any employee contemplating a change shall be governed by the following:

1. Individuals in any classification desiring to transfer from one location or shift to another location or shift, shall indicate their desire by submitting a "Transfer Request Form" in duplicate (one copy to be given to the supervisor for transferral to the Rolling Stock Office, the other to be given the steward for transferral to the union office).
2. Requests filled out incorrectly or incompletely shall be returned to the individual for correction.
3. A subsequent request will automatically cancel a previous request on file.
4. An individual will not be allowed to change his mind when picked for a transfer, unless a cancellation form is properly submitted within sufficient time to remove his name from the files before a change is in progress.
5. Requests will be kept on file for six months, at which time they will be voided and returned to the individual. A new request marked "Renewal" must be submitted to retain the name in the files.
6. All transfers will be executed according to Maintenance Division Seniority.
7. When a new job or vacancy exists at a given location and no requests are on file for same, employees at that location shall have the privilege of filling this vacancy according to seniority.
8. When no one desires to fill a given vacancy, it will be filled by the first new employee reporting to work or by the youngest employee

at a location where a surplus exists.

9. If at the convenience of the Department and through no fault of his own, a worker is deprived of his regular work location and/or shift, he shall exercise his seniority in choosing a work location and/or shift, but with the understanding that if there is more than one employee of the same class at the aforesaid location and on the selected shift, it will be the employee with the least seniority whom he shall replace.
10. Anyone transferring to another location and/or shift at his own request will be required to remain at the new location and/or shift for a period of six (6) months before another request will be honored, unless lack of submitted requests would allow vacancies to be filled by newly hired employees, then the six month period shall be waived.
11. Transfer procedures shall not apply to vacancies of less than thirty (30) days which are classed as temporary.
12. When a vacancy occurs at any location, on any shift, it shall be filled from the transfer requests on file.
13. Statement of Policy:  
It shall not be a general policy of this local union to allow bumping. There are some situations that may develop and if bumping was not allowed true maintenance seniority could not be exercised by the member or members so affected therefore in these situations the affected member or members shall be allowed to exercise their overall maintenance seniority, except where the three (3) year rule applies, in picking a location and/or shift up to the level of their seniority in the entire system of the DSR Rolling Stock Division. The Department shall have the right to invoke par. 11 while such pick is in progress until completed.
14. Officer Election:  
If a man on an undesirable shift is elected to Union office and receives a day job because of the election and a man must be bumped in order to make room for said officer or officers; then

when a vacancy occurs on said shift the bumped man or men shall be returned to said shift before any transfers can be honored for said shift at that location. If the officer or officers while in office become eligible by virtue of a transfer request for the day shift his request will be honored after the bumped man or men are returned to his former shift. The bumped man shall remain at the location but may choose his shift, if there is in his class an employee with less seniority, (President, Fin. Sec'y., Treas., Rec. Sec., Three Grievance Committeemen, Chief Stewards and all Stewards on all shifts).

15. When a member's location has been eliminated.  
When a member's shift has been eliminated.  
When a member's job has been eliminated.
  - (a) When there is a reduction in force on any shift and/or location the local union considers this the elimination of a job from said shift and/or location.



City of Detroit  
Department of Street Railways

TRANSFER PROCEDURE  
Supplies Division

Any employee desiring a change of shift and/or work location shall be covered by the following:

1. Job openings will be advertised by means of written notices posted in all stores and sub-stores. This notice shall contain hours of work, days off and all other pertinent information.
2. Employees wishing to transfer to the posted opening shall fill out a transfer request form and forward one copy to Local 312 and one copy to the Stores Supervisor.
3. Selections will be made on the basis of Maintenance Seniority.
4. When an opening occurs in the Main Stores, Unit Repair Stores, Stationery Stores or any other large storeroom, warehouse, depot, or area where supplies are kept, the regularly scheduled workers at said location will as far as possible be assigned to jobs in accordance with their preference in the order of their seniority. It is, however, clearly understood that workers may temporarily be given other assignments as the necessity arises.
5. When the Department finds it necessary to shift a worker from one location to another, in case of emergency, and of a distinct temporary nature, the worker with the least seniority shall be so shifted.
6. If at the convenience of the Department and, through no fault of his own, a worker is deprived of his regular work assignment, he shall exercise his seniority in choosing a work location and shift, but with the understanding that if there is more than one employee of the same class at the aforesaid location and on the selected shift, it will be the employee with the least seniority whom he shall replace.

City of Detroit  
Department of Street Railways

PLANT PROTECTION TRANSFER PROCEDURE

Any employee in the Plant Protection Division desiring a change of shift and/or work location, shall be covered by the following:

1. Job openings will be advertised by means of written notices posted in all watchman shanties. This notice shall contain hours of work, days off, and other pertinent information.
2. Employees wishing to transfer to the posted opening shall fill out a transfer request form and forward one copy to Local #312 and one copy to the Supervisor of Plant Protection.
3. Selections will be made on the basis of maintenance seniority.
4. When the Department finds it necessary to shift a worker from one location to another, in case of emergency, and of a distinct temporary nature, the worker with the least maintenance seniority shall be so shifted.
5. If at the convenience of the Department and through no fault of his own, a worker is deprived of his regular work assignment, he shall exercise his seniority in choosing a work location and shift.

Adopted 6/5/57  
Labor Relations Div.

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