

*June 30, 1974*

**AGREEMENT**

Between

**DEPARTMENT OF STREET RAILWAYS  
CITY OF DETROIT**

And

**LOCAL 312 — DISTRICT COUNCIL 77  
of  
The American Federation of  
State, County and Municipal  
Employees, A.F.L. - C.I.O.**

*Retainers, City of*

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City of Detroit  
Department of Street Railways

Agreement

Between the

Board of Street Railway Commissioners

and

Local 312

American Federation of State, County and  
Municipal Employees

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

Governing Wages

and

Conditions of Employment

Effective July 1, 1971

Prepared By  
The Personnel Division

City of Detroit  
Department of Street Railways

Agreement entered into on this 31st day of August, 1971, between the City of Detroit, Board of Street Railways Commissioners, (Here-in-after referred to as the Department) and Local 312 of the American Federation of State, County, and Municipal Employees, A.F.L. - C.I.O., (Here-in-after referred to as the Union).

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## SECTION 1. PURPOSE AND INTENT

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

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

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

It is agreed by the Department and the Union that the Department is legally and morally obligated to provide equality of opportunity, consideration, and treatment of all employees and to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all persons employed by the Department in all phases of the employment process.

## SECTION 2. RECOGNITION - EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the public acts of 1965, as amended, the Department does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, and all employees of the Department included in the Bargaining Unit of Local 312 whose classifications are now listed in or which may later be added to the section of this Agreement entitled Compensation Schedule. The Department agrees to furnish each member of Local 312 a copy of This Agreement.

### SECTION 3. AID TO OTHER UNIONS

The Department will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of Local 312 under this Agreement.

### SECTION 4. MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

(c) The Department reserves the rights to discipline and discharge for just cause. The Department reserves the right to lay-off for lack of work or funds; or the occurrence of conditions beyond the control of the Department; or where such continuation of work would be wasteful and unproductive. The Department shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed, provided, they do not conflict with the terms of this Agreement. The Union shall have the right to grieve on the on the interpretation and application of these provisions.

### SECTION 5. UNION RIGHTS

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

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

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

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

## SECTION 6. AGENCY SHOP

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



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

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

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

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

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

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

(h) It is understood that the above provisions regarding Agency Shop and Service Fee Deduction are presently the subject of legal action and are inoperative at this time. Upon decision of this matter by a Court of Last Resort, it is agreed that these provisions will be implemented in the same manner as similar provisions set forth in the Master Agreement between the City of Detroit and Michigan District Council 77 of the AFSCME, AFL-CIO, dated July 1, 1971.

## SECTION 7. UNION DUES, INITIATION FEES, AND SERVICE CHARGES

The Department will accept assignments from all employees in the Bargaining Unit represented by Local 312 that portion of their wage sufficient to pay initiations fees, monthly dues, service charges (Agency Shop), 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 A.F.S.C.M.E. - A.F.L. - C.I.O. The Department agrees to provide these deductions without charge to the Union, as in past practices.

## SECTION 8. INTERFERENCE WITH WORK

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

## SECTION 9. UNION REPRESENTATION

(a) Grievance Committee members will be permitted to leave their work without loss of pay to the extent of 4160 total hours yearly for the purpose of handling grievances above the level of Senior Auto Repair Foreman, and the handling of other Union-Department business.

(b) Substitute Grievance Committee members may be appointed by the Union during the absence of the regular Committee members and when such absence is for vacation or approved Sick Leave, substitute Grievance Committee members will be paid by the Department.

(c) Contacts of the Grievance Committee for conducting Union-Department affairs on the various properties with employees on duty, shall be with stewards only after proper clearance with the Supervisor in charge of the shop unit, work area or garage.

(d) Contacts with employees on the property by the Grievance Committee will be authorized after proper clearance with the Supervisor in charge. Contacts with or visitations to the various properties by other Union Officers (President, Vice-President and Secretary Treasurer) are not to be made without specific authorization by the Supervisor in charge.

(e) Leaves of absence for periods less than thirty (30) consecutive days or less than forty-five (45) days in a twelve (12) months period will be granted without pay to general elective officers of the Union during their terms of office for the purpose of attending Union affairs; leaves of absence of longer duration shall be subject to the provisions of Civil Service.

(f) Leaves of absence shall be requested at least seventy-two (72) hours in advance of the effective day of leave. Upon termination of any such leave, the employee will be returned to his former location and shift. If location and shift are no longer available, employee will be allowed to select a job wherever his appropriate seniority permits. Upon request by the Union, other members of the Union will be granted time off without pay to conduct Union Business.

(g) The President of the Union or his designated representative will be permitted to leave his work without loss of pay to attend Union-DSR functions, at Civil Service hearings, DSR Commission meetings, Common Council hearings, Pension Board hearings and other Union-Management meetings pertaining to the best interest of the Union and/or Management.

(h) Two delegates of the Union elected to State and National Union Conventions will be allowed time without loss of pay to attend such conventions.

(i) All employees shall, while serving as elected Union Officers in any of the following capacities, be given super seniority insofar as location and shift, vacation picks, promotions, layoffs and demotions in the nature of the force reduction, over all other employees in the same job classes who are under Union Representation: President, Vice-President, Recording Secretary, Secretary-Treasurer, Grievance Committeemen, Executive Board Members, Sergeant-At-Arms, all stewards and Chief Stewards.

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

(k) The employees in each shop unit or garage may be represented by at least one (1) steward. When more than one (1) steward is assigned to a shop unit, work area, or garage, one of them may be designated as Chief Steward. A Chief Steward shall remain in the shop unit, work area or garage over which he has jurisdiction and shall be on the day shift due to the nature of his position.

(l) 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: Using the telephone, posting Union Notices on bulletin boards, distributing Union dues cards and official Union Notices.

(m) A Chief Steward or his alternate, after reporting to his immediate supervisor 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.

(n) The privilege of Stewards and Chief Stewards 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.

(o) Stewards and Chief Stewards shall also report to their respective supervisors immediately after conducting business as outlined in the paragraphs (L) & (M), and they shall then return to their assignment.

(p) In the assignment of service calls, Union Stewards or Chief Stewards shall not be sent on a service call if another employee within the classification is available in the work unit at the time.

(q) When more than two (2) employees are needed for overtime work, in the shop area, one of them must be the Steward or Chief Steward, however, he must hold a journeyman's classification.

(r) Time lost on authorized Union Business will be considered as time worked for all benefits, e.g. (Vacation, Sick Leave Credits, Longevity and Seniority).

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

## SECTION 10. GRIEVANCE PROCEDURES

Should differences arise between the Department and the Union during the term of this agreement as to the interpretation and application of the provisions of this agreement, the following grievance procedure shall be strictly observed in an effort to resolve such differences promptly.

Step 1. An employee having a grievance:

- (a) Shall advise his Supervisor that he has a grievance and he desires to see his Steward.
- (b) The Supervisor shall then call the Steward.
- (c) The Steward and the aggrieved may discuss the matter.
- (d) If the Steward deems the matter a grievance, he shall take the grievance up with the foreman with the employee present in an effort to resolve the grievance.
- (e) If a satisfactory settlement cannot be reached, then:

Step 2. The grievance shall be referred in writing to the Chief Steward.

- (a) Who, with the employee or the Steward present, shall adjust it, if possible with the Senior Foreman or his equivalent.
- (b) If a satisfactory settlement cannot be reached, a written copy of the grievance will be given to the Senior Foreman.
- (c) The Senior Foreman will promptly and

thoroughly discuss the matter with the Chief Steward in an attempt to resolve the grievance. Failing to reach agreement, a clear explanation of his decision in writing will be presented within 48 hours and discussion at that level will be terminated.

- (d) A copy of the Senior Foreman's answer will be given directly to (1) Chief Steward, (2) member who has written the grievance.

Step 3. The Grievance shall then be referred by the Chief Steward to the Grievance Committee who shall take up the grievance with the Division Head or his representative involved, and if a satisfactory settlement cannot be reached, then a written reply shall be made within three (3) days. A copy of the Division Head's answer will be given by the Department directly to (1) President, (2) Grievance Committee, (3) Chief Steward, (4) member who has written the grievance.

Step 4. If the answer of the Division Head is not satisfactory, the Grievance Committee shall take up the Grievance with the Personnel and Labor Relations Administrator or his representative and if a satisfactory settlement cannot be reached, a written reply will be made within five (5) days. A copy of the Personnel and Labor Relations Administrator's answer will be given by the Department directly to (1) President (2) Grievance Committee, (3) Chief Steward, (4) member who has written the grievance.



- Step 5. The Grievance Committee shall then discuss the grievance with The General Manager or his representative authorized to make decisions on grievances and if not settled, a written reply shall be made within five (5) days. A copy of the General Manager's answer will be given by the Department directly to (1) President, (2) Grievance Committee, (3) Chief Steward, (4) member who has written the grievance.
- Step 6. APPEAL AND REVIEW BOARD: In the event the above steps fail to resolve the dispute, the matter may be referred to an Appeal and Review Board within thirty (30) calendar days of the decisions rendered in Step 5. The Appeal and Review Board will consist of: not more than five (5) and no less than three (3) union members and not more than five (5) nor less than three (3) DSR officials; and if not settled, a written reply shall be made within five (5) days.
- Step 7. If the answer of the Appeal Board is not satisfactory to the Union, the Union may appeal the grievance to the Street Railway Commission within thirty (30) days (calendar days) from the date of the answer from the Appeal Board.

After notice of intent to appeal is received; the matter shall be scheduled for hearing at the next regular meeting of the Board of Street Railway Commissioners. A decision will be rendered within fifteen (15) days of the date of the hearing. In the event the dispute is not settled by the D.S.R. Commission, it may be referred to arbitration within ten (10) working days. Any grievances not referred to arbitration within such period, shall be considered settled on the basis of the decision in Step 7.

Step 8. **ARBITRATION:** Any unresolved grievance which relates to the interpretation, application or enforcement of any specific Article and Section of this Agreement or any written supplementary agreement and which has been fully processed through Step 7 of the grievance procedure may be submitted to arbitration in strict accordance with the following:

1. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration, shall refer the matter to the American Arbitration Association for the selection of an impartial Arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association.
2. The arbitrator shall limit his decision strictly to the interpretation application or enforcement of this Agreement and he shall be without power and authority to make any decision:
  - (a) Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.
  - (b) Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercise his right under Section 6 of Act 336 as amended by Act 379 of the Public Acts of 1965 or the discipline or discharge of employees who have appealed to the Civil Service Commission or to the Mayor pursuant to provisions of the Detroit City Charter, or applicable State Law.
  - (c) Granting any wage increases or decreases.

(d) Granting any right or relief for any period of time whatsoever prior to execution date of this Agreement.

3. The arbitrator shall be without authority to require the City to delegate, alienate, or relinquish any powers, duties, responsibilities, obligations or discretions which by State Law or City Charter the Department cannot delegate, alienate or relinquish.
4. No settlement at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
5. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his removal from the Department payroll.
6. The decision of the Arbitrator in a case shall not require a retro-active wage adjustment in another case except by express agreement of the parties.
7. There shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the Department, on the employee or employees and on the Union.
8. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

9. The expenses of the arbitrator shall be shared equally by the parties. The aggrieved and his local representative shall not lose pay for time off the job while attending the arbitration proceedings. Arbitration, wherever possible, shall be conducted on the location where the grievance originated.
  
10. Except as provided herein by letter or agreement between the parties, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and any supplemental agreements which are or may become part of this Agreement and which are not excluded from arbitration.

(a) If the Union Steward or the Union Grievance Committee desires to present a grievance on their initiative, the procedure above outlined shall be followed, starting at the appropriate level.

(b) 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 Head or his delegated representative will be available at any time for the purpose of rendering a decision in the matter. In presenting such a dispute to the Division Head, it shall have been reduced to writing and if a satisfactory adjustment cannot be reached, a reply will be made within forth-eight (48) hours.

(c) 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.

(d) The discharge or discipline of any employee in the bargaining unit may be considered a grievance by the Union.

(e) Each written grievance will be answered within the time limit indicated exclusive of Saturday and Sunday and with reason for the decision.

(f) All grievances with the exception of those involving wages or related to wages must be presented within sixty (60) days from the date of occurrence in order to be considered, except in extenuating circumstances.

Any grievance not settled between the Senior Foreman and the Chief Steward must be presented in writing to the Division Head and must be on the regular standard grievance form or otherwise it will be deemed invalid.

(g) The Union may withdraw any grievance without prejudice at any step, however, the grievance withdrawn may not be re-instated.

(h) All grievances on "Out-of-Classification Assignments" will be the subject for Special Conferences upon request of the Union.

## SECTION 11. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Union President and the Department Head or his designated representatives upon the request of either party. Such meeting shall be between no more than five (5) and at least two (2) representatives of the Department and no more than five (5) and at least two (2) representatives of the Union. Arrangements for such special conference shall be made in advance and an Agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the Agenda. Conferences shall be held between the hours of 9 a.m. and 4 p.m. The members of the Union shall not lose time nor pay for time spent in such Special Conferences. This Special Conference will be held within seven (7) calendar days from the date of request.

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

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

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

(e) Department agrees to pay three (3) representatives from Local 312 for lost time in contract negotiations, and when it is mutually agreed to have the President present during contract negotiations the Department will pay for his lost time.

## SECTION 12. MAINTENANCE OF CONDITIONS

Wages, hours, conditions of employment and current proper practices which are beneficial to the employees at the execution of this Agreement, shall, except as provided and improved herein, be maintained during the term of this Agreement. Changes must be mutually agreed upon by the Department and the Union.

## SECTION 13. SAVING CLAUSE

If any Article or Section of this Agreement or any Supplemental thereto, should be held invalid by operation of law or by any Tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such Tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the Union and the Department shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## SECTION 14. UNION BULLETIN BOARDS

(a) The Union shall have the exclusive bulletin board rights for the purpose of posting Union news and business on boards erected for them. Each location will have a sufficient number of bulletin boards as mutually agreed between the Union and the Department.

(b) When any bulletins or notices are posted by the Department which shall directly or indirectly have a bearing on or be of concern to the membership of the Union, including bulletins concerning job openings or promotional exams, a sufficient number of copies shall be furnished to the Union and all Chief Stewards at all locations for posting on Union bulletin boards.

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

(d) Employees in the Personnel Plant Protection and Purchases and Supplies Division will be sent individual notices of job openings, promotions and transfers.

(e) All bulletins must be approved by the Union prior to being posted.

## SECTION 15. NOTICE TO THE UNION

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

Promotions	5 days
Transfers	5 days
Schedule Change	5 days(except emergency)
Suspension	5 days(except emergency)
Dismissal	5 days(see emergency note below)
Demotion	10 days
Layoff	10 days
Instruction Classes	10 days (upon Union re- quest a special conference will be called)
Establishment of New Classes and Rates	10 days
Job Openings	10 days

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



(b) No employee will be suspended without a hearing. Where the cause for suspension is so serious in nature that the employee is required to immediately cease work, the Union shall be notified forthwith and the hearing will be held at the request of the Union. The suspended employee will be allowed to discuss his suspension with his steward or other union representative and the employer will make available an area where he may do so before he is required to leave the property. Upon request, the Employer or his designated representative will discuss the suspension with the employee and his steward. An exception to this procedure would be where an employee is suspended or discharged while absent without leave.

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

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

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

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

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

(h) The Department will provide yearly seniority lists covering employees in all classifications as to seniority annually after this agreement.

(i) All warning or instruction slips for disciplinary action against any employee will be kept on file at the employee's specific location and will be withdrawn and given to the Chief Steward or Union Representative ninety (90) days after they are written.

(j) The Department shall furnish annually, lists showing the days in the employee's sick leave banks, a copy of which shall be sent to the Union.

## SECTION 16. WORK DAY AND WORK WEEK

### (a) Hourly Employees:

1. The regular work day shall consist of eight (8) hours and shall begin at a designated reporting time and end twenty-four (24) hours thereafter.
2. 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.
3. All hourly employees shall be entitled to two (2) wash-up periods of five (5) minutes each, one (1) before lunch and one (1) before quitting time.
4. Lunch periods (30 minutes) shall be for employees as mutually agreed upon, provided that all lunch periods will be scheduled between three (3) to five (5) hours from starting time. When a schedule indicates a lunch period but conditions make it impractical to enjoy same, the employee or employees involved will be paid thirty (30) minutes overtime rate in lieu of his lunch period.

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5. All employees will be permitted two (2) coffee breaks of no less than (15) minutes. A coffee break will be scheduled between one and one-half ( $1\frac{1}{2}$ ) to two and one-half ( $2\frac{1}{2}$ ) hours after the employee's starting time, and a second coffee break will be scheduled between one and one-half ( $1\frac{1}{2}$ ) to two and one-half ( $2\frac{1}{2}$ ) hours after the employee's lunch period or as mutually agreed upon.

Employees who are unable to enjoy their regular coffee breaks because of service call assignments or fueling operations, will be permitted their coffee break as soon as possible thereafter.

Employees in the shops will enjoy their coffee breaks at 9:00 a.m. and 2:00 p.m.

6. Employees required to work overtime four (4) or more hours will be entitled to an additional fifteen (15) minute coffee break.

(b) Salaried Employees:

1. The regular work day shall consist of eight (8) hours and shall begin at a 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) but not less than thirty-five (35) hours in a normal service week, such employees therein shall be paid at the same rates provided for in the salary scheduled on the basis of forty (40) hours per week, and such compensation shall be construed to be full compensation for all work performed up to and including forty (40) hours per week.

2. All salaried employees will be entitled to a one (1) hour lunch period. (One hour except for those on a 40 hour work week) and coffee breaks as mutually agreed upon.
- (c) Employees, hourly and salary, will be allowed a tardiness grace period up to and including six (6) minutes, one-tenth (1/10th) of an hour at the beginning of their shift. All tardiness, after six (6) minutes will result in loss of time paid computed to the next tenth of an hour. For example, an employee ten (10) minutes tardy will lose two-tenths (2/10ths) of an hour or twelve (12) minutes. This grace period does not change the official starting time for work assignments.

## SECTION 17 WORK SCHEDULES

(a) The Department will prepare and post work schedules for service garages. Such schedules shall be given in writing to the Grievance Committee and the Chief Steward at the location prior to being placed in effect. No schedule shall be placed in effect unless the Union has been given five (5) days notice in advance exclusive of Saturday and Sunday except in an emergency.

(b) All shift schedules shall show a designated lunch period for each shift as currently scheduled and will include coffee breaks except as otherwise provided.

(c) Employees working in the Heavy Repair Shops, Plant Maintenance and Construction, Purchases and Supplies and the First Aid Office shall be scheduled Monday through Friday and the present starting time shall not be changed except by mutual agreement between the Department and the Union.

(d) Up to date permanent schedule change records shall be posted on all bulletin boards of all locations.

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

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

(g) It shall be a violation of the Agreement for any Department official to alter work assignments selected under the terms of said Agreement unless mutually agreed upon by the Department and the Union.

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

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

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

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

(l) 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.

(m) 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.

(n) The Department agrees that on down service calls occurring between the hours of 9:00 p.m. and 5:30 a.m. to send out two employees.

(o) Scheduled work on Saturday, Sunday and Holidays, shall be rotated in order of seniority among the employees involved. A new employee or an employee transferring from another location or shift for any reason shall not be considered available for weekend work until the next schedule change following his transfer.

(p) Employees assigned to work week-ends and holidays are on duty primarily to maintain and service the vehicles operating during these periods. The basic functions of such employees will be to make service calls and to provide the fueling, cleaning, repairing and maintenance necessary to prepare equipment in use.

Other than for service calls and assisting in normal servicing operations, General Automotive Repairmen working on week-ends and holidays will be used to complete write-up work before being assigned to other repair activities.

If for some reason, the employee cannot perform work as specified above, he will be assigned to other repair work excluding Heavy Repairs.

(q) Employees scheduled to work Saturdays, Sundays and on Holidays will work a straight eight (8) hours shift subject to the following conditions:

- (1) Employees will take their lunch as not to interfere with service calls between the 3rd and 5th hour of starting time.
- (2) Two (2) fifteen (15) minute coffee breaks will be allowed during the shift but will not interfere with service calls.
- (3) Employees working week-ends and on Holidays will not be permitted to leave the property to enjoy their lunch.

(4) All service calls and assignments to be rotated equally among the employees involved, unless otherwise mutually agreed upon.

(r) Employees working on maintenance inspection assignments will not be required to work weekends or holidays.

(s) Employees in Plant Maintenance and Rolling Stock Divisions may select their work shift or location when job vacancies occur in those divisions. The selection shall be made according to the Plant Maintenance and Rolling Stock Transfer Procedure, respecting all present assignments.

(t) Employees in Personnel Plant Protection and Purchases and Supplies Divisions may select their work shift or location when job vacancies occur in those divisions. The selection shall be made according to Personnel Plant Protection and Purchases and Supplies Transfer Procedure, respecting all present assignments.

(u) All work assignments in the Heavy Repair Section of the service garages will be rotated equally among the employees on their various shifts.

## SECTION 18. OVERTIME

(a) Overtime at time and one-half ( $1\frac{1}{2}$ ) shall be paid for first four (4) hours of work in excess of the regular eight (8) hours in one day.

(b) Double time (2) rate shall be paid for all time worked in excess of twelve (12) hours in any one day for all employees.

(c) The premium rate of time and one-half ( $1\frac{1}{2}$ ) shall be paid for all work performed on the sixth (6th) consecutive work day up to twelve (12) hours.

(d) The premium rate of double (2) time shall be paid for work performed on the seventh (7th) consecutive day.

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

(f) All overtime and holiday work will be rotated in order of seniority among the employees involved and distributed equally, except employees in Unit Repair and Plant Protection (and then only if the employee's disability prevents him from performing the work).

(g) The Department shall maintain a posted and up-to-date record of all overtime in each garage, shop or division wherever members of this Union are required to work overtime. This record will show all hours for which each employee is paid overtime.

(h) Notice of any overtime shall be given to the Steward on the shift before such overtime shall be worked. Unscheduled overtime in the shop area shall require twenty-four (24) hours advance notice except on Mondays.

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



(j) When an employee leaves the location of his work at the end of his shift, and is subsequently recalled for emergency work the same day, he shall receive a minimum of four (4) hours pay, including call-in time.

(k) When an employee is called to work, he shall receive the overtime pay for the hours worked or a minimum of four (4) hours pay whichever is greater.

(l) Employees will not be permitted to work more than twelve (12) hours in any one day except in an emergency.

(m) If an employee is called to work earlier than the commencement of his regular shift, he shall have the right to work through same, but shall not be allowed 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 time paid for work.

(n) A premium of thirty (30) minutes at the appropriate overtime rate, shall be paid on all service calls extending beyond an employee's normal shift quitting time.

When the overtime service call work extends to more than thirty (30) minutes, the employee will be paid for no less than one (1) hour at the appropriate overtime rate.

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

(p) When out-of-service coaches or other vehicles are assigned to the Rolling Stock Division for maintenance or repairs and are required to be driven or towed to or from the Departments' shops, such movement of coaches or vehicles will be performed by qualified employees in the class of General Auto Repairman.

1. Qualified employees in the above classifications may indicate their availability for such work prior to or following their regular shift hours and if assigned such work will be paid at the regular premium rate for all work performed at present time allowances. This work in so far as possible will be rotated among the employees requesting same.

Coolidge Garage to Shops

One (1) hour if driving coach both ways.

One (1) hour and fifteen (15) minutes if driving coach one way.

Gilbert Garage to Shops

Same as above.

Shoemaker Garage to Shops

One (1) hour and twenty (20) minutes if driving coach both ways.

One (1) hour and forty (40) minutes if driving coach one way.

(q) In the Plant Maintenance Division, when an employee begins an assignment and it necessitates overtime to complete the job, the employee so assigned will be permitted to work the overtime before another employee is assigned to work overtime to finish the job. This procedure shall not avoid the requirement to rotate overtime.

## SECTION 19. AFTERNOON AND NIGHT SHIFT PREMIUM

1. A premium of 20¢ per hour shall be paid for all hours actually worked in any regularly assigned daily afternoon shift which commences at the hour of 11:00 a.m. or between the hours of 11:00 a.m. and 7:00 p.m.

2. A premium of 25¢ per hour shall be paid for all hours actually worked in any regularly assigned daily night shift which commences at the hour of 7:00 p.m. or between the hours of 7:00 p.m. and 4:00 a.m. inclusive.

3. When an employee is assigned to work replacing an absent employee on a regularly scheduled premium shift, he will receive the shift premium rate for that shift.

4. The said premium shall be paid in addition to the basic rate of pay for such employees and shall also be paid for all hours actually worked over and above the regular shift hours, but such premiums shall not be used in computing overtime pay.

## SECTION 20. WAGE AND SALARY INCREMENTS

(a) Employees in salary classifications at the level of senior clerk and below will be granted step increments either annually or semi-annually, the maximum to be reached in no more than one (1) year. For salary classifications above this level, the maximum to be reached in no more than two (2) years.

(b) Hourly employees hired at the minimum rate for the classification shall, upon the completion of their probationary period, receive the maximum rate. (No less than 90 days.)

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

(d) Hourly rated employees shall receive their pay not later than Friday noon of each week at their work location unless otherwise requested by the employee.

(e) Salaried employees shall receive their bi-weekly pay not later than Friday noon every other week at their work location unless otherwise requested by the employee.

(f) Any employee promoted by the Department, shall receive the rate of pay for the promoted classification effective the day of the promotion.

(g) The Department agrees to meet the rates established by the City of Detroit for identical or similar building trades classifications.

(h) When new classifications are proposed, rates for those classifications must be negotiated before these classifications are placed in effect.

(i) The Department agrees in accordance with a memorandum of understanding between the City of Detroit and Michigan District Council 77, AFSCME, AFL-CIO, setting forth that on or after July 1, 1972 the length of time between the end of a pay period and the date on which an employee receives his pay for regularly scheduled hours worked during the pay period shall be reduced to one week for hourly employees, to similarly reduce the payroll hold-back time to one week as soon as practicable in accordance with general City payroll procedures.

## SECTION 21. VACATION

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

<u>Years of Service</u>	<u>Vacation Allowance</u>
0-6 months	no vacation
6 months	5 days
1 year	additional 5 days
2 - 5 years	10 days
6 years	11 days
7 years	12 days
8 years	13 days
9 years	14 days
10 - 12 years	17 days
13 years	18 days
14 years	19 days
15 or more years	20 days

No vacation will be granted during the employees first six (6) months, but upon completion of same, he will be entitled to 6-2/3 hours of vacation for each month of eighteen (18) or more days of service. The first January 1st after employment, he will be entitled to an additional 6-2/3 hours for each month preceding January 1st and completion of six (6) months. After the first anniversary date he will be entitled to vacation as follows:

<u>Month</u>	<u>After 6 mos.</u>	<u>After first Jan. 1st of employment</u>
January	40	40
February	40	33-1/3
March	40	26-2/3
April	40	20
May	40	13-1/3
June	40	6-2/3
July		40
August		33-1/3
September		26-2/3
October		20
November		13-1/3
December		6-2/3

(b) Based on the service requirements, additional vacation leave will be allowed once each year to employees who have accumulated a combined total of fifty (50) or more days of unused sick leave in both their current and seniority sick leave banks. Such additional leave time shall be equal to one-half the difference between the amount of current sick leave credited and the amount of sick leave used during the fiscal year immediately preceding any July 1st date, regardless of how same was charged on the record; provided, charges made to supplement income of employees on Workmen's Compensation and charges for time lost on duty-connected injury shall not be construed as time used when computing the above vacation credit, nor shall it for the same purpose only, be deducted from the required total of fifty (50) days; and provided further, that such additional vacation leave shall not be computed in amounts of less than one-half days; and provided further that such additional leave days shall not be charged against sick leave credits. This additional leave shall be credited to an employee after the January 1st following the July 1st date upon which such entitlement is computed.

(c) Vacations are earned each calendar year and to qualify for a full vacation on any January 1st, an employee must have received pay for 220 service days during the previous calendar year.

(d) Those who fail to earn pay for 220 service days will be entitled to one-twelfth (1/12) of a vacation for each month for which an employee received pay for eighteen (18) or more service days.

(e) A service day is one for which an employee earns wages or is paid for holiday, vacation or sick leave and shall not include time off due to layoff or leaves of absence unless on Military Leave.

(f) Employment for the purpose of this section is defined as the time one is listed as an active employee with the Department or with other City Departments.

(g) Upon separation, following the completion of one year of service including death, lay-off or leave of absence, employees are entitled to all vacation earned in the previous year. Upon separation, following the completion of one year of service, including lay-off, leave of absence and discharge, all employees are entitled to all vacation earned up to the time of separation, which is to be allowed on the basis of one-twelfth ( $1/12$ ) of a vacation for each month that he has received pay for eighteen (18) or more service days.

(h) Vacations shall be picked any time throughout the year according to maintenance seniority based on the needs of the service.

(i) 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.

(j) In picking vacations no more than one holiday may be included in the time selected unless other employees with less maintenance seniority in the work location have not selected the time in question.

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

(l) Vacation time, no matter how earned shall not be accumulated past any December 31st date of that year.

(m) Employees with a dual or multiple classification shall be paid an average current rate of pay, computed from the ratio of time worked in each classification over the full calendar year.

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

(o) Vacation trades of one week or more will not be allowed between employees without written approval of all affected employees in the same classification on the same shift.

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

(q) Employees will be permitted to select no more than four (4) weeks vacation on the first selection, however, if an employee wishes vacation time between January 1 and April 30 he may enjoy this time without jeopardizing the pick of four (4) weeks. The balance of the employee's vacation may be selected on the second pick. Twenty-five (25%) percent of the employees in the shops will be permitted to take vacations during the months of June, July, August, the week following Christmas and such other times as are agreeable. Present ratios of employees permitted to take vacations will be maintained or improved in the service garages.

## SECTION 22. MILITARY LEAVE VACATION

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. Agreement.

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 days of normal service, exclusive of premium and overtime following such re-entry, be entitled to vacation leave as follows for 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 years of D.S.R. and military service shall be entitled to vacation leave in excess of five 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 a calendar year.

Resolution adopted with the provision that length of each vacation be determined by the Department agreement covering each employee involved.

## SECTION 23. TRANSFER VACATION BETWEEN CITY DEPARTMENTS

Resolved: That when employees are transferred or recertified from one department to another 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 or 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 overtime.

Resolved: That upon qualifying as above, employees affected shall be entitled to sick leave granted on the basis on one day for each month

containing eighteen (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 twenty-five (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 that time under the ordinance or rules prevailing in the department releasing them, provided that departments involved may by agreement adjust the amount of vacation credit to be transferred, and be it further

Resolved: That when employees transfer in the midst of the fiscal year without interruption of service from one department to another, the accepting department shall grant credit for all time served up to the point of transfer, toward the employee's vacation for that fiscal year. Provided that when transfer to the DSR are effected, vacation time shall be liquidated on a pro-rate 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 ordinance 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 of 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 Department unless and until such departments shall signify their agreement in writing to the City Clerk.

## SECTION 24. HOLIDAYS

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

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

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

(c) 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 Saturday, it shall be celebrated the preceding Friday, and if a holiday falls on a Sunday, it shall be celebrated on the following day. An employee will qualify for holiday pay if he is paid for at least eight (8) hours, exclusive of overtime, anytime in the calendar week prior to, during or after the holiday, providing that he continues on the payroll through the holiday in question.

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

(e) An employee may be excused from working a scheduled holiday if another employee is available to work in his place at no additional cost to the Department.

(f) Absences due to illness on a holiday must be approved by the Sick Leave Board prior to payment for the holiday.

(g) 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.

(h) An employee must have completed three (3) months of service to qualify for the Swing Holiday allowance. An employee qualified for a Swing Holiday may select the day to be enjoyed by giving ten (10) days notice to his supervisor. Employees not having enjoyed a Swing Holiday by June 30th will receive compensation at straight time.

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

(j) Scheduled work on holidays shall be rotated in order of seniority among the employees involved.

(k) Four (4) hours each on the days before Christmas, New Year's and Good Friday afternoon will be granted as half Holidays provided that if worked, the employee will receive straight time off at a later date for all such hours, and if not liquidated by June 30, the employee will be compensated at straight time. Employees on all shifts will be granted these half Holidays.

(l) An employee shall receive two hundred (200) percent for all hours worked on a holiday in addition to the straight time holiday pay due for the holiday.

(m) When transferring from another location or another shift an employee will fit into his maintenance seniority list where ever his seniority calls for holiday work.

(n) Christmas and New Year's shall be scheduled separately in order that no employee will be scheduled to work two or more years consecutively.

(o) Any employee transferring from another location or shift will be scheduled to work Christmas or New Year's when his maintenance seniority permits on the shift, unless the schedule is posted.

## SECTION 25. SICK LEAVE

All full-time regular service employees of the city who have completed three (3) months of continuous service and all part-time regular service employees who have accumulated three (3) months of paid time, except those excluded under provisions of this article and those otherwise provided for, may be granted sick leave with full pay of one eight-hour service day or straight time for each period of service equal to the departmental service month. Such sick leave days shall accrue monthly and shall be computed on the basis of not less than eighteen normal service days per month. Such time

shall first be computed from the date of appointment and thereafter from the beginning of each fiscal year. Sick leave shall accrue in terms of full days only and shall not exceed twelve service days in any one fiscal year. Part time, temporary and intermittent (those failing to work at least eighteen service days in each month of the fiscal year) employees may be entitled to sick leave at their regular rate of pay on the basis of one day for each period equivalent to twenty-one normal service days. Sick leave as above provided shall accrue from date of appointment, but only after the officer or employee shall have become eligible for sick leave according to the provisions of this article.

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

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

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

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

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

(f) Accrual during service. Absence shall not interrupt the accrual of sick leave where the employee's name appears on the payroll and he is actually receiving compensation; provided, that absences without pay, accrual of sick leave, provided further, that upon his return in good standing, the employee may be granted all sick leave accrued on the basis of his prior service provided further, that any employee returning from any branch of the armed service, whether or not he may have resigned to enter such service, shall be granted all sick leave accrued on the basis of his prior service, including service in the armed forces; provided, that the accrual of sick leave granted on the basis of length of service, as provided in subsection (c) of this section, shall not be affected by these provisions.

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

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



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

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

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

(l) Medical certificate. Evidence of illness must be provided by medical certificate or other suitable proof for all sick leave granted beyond three consecutive days; provided, that the granting of sick leave for not more than three 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 or require, including examination by a physician selected by the department head.

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

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

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

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

(p) No charges to be made for less than half days. Sick leave shall not be charged against the employee's reserve in amounts of less than half days; provided, that this rule shall not be construed to excuse absence of less than half days.

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

## SECTION 26. FUNERAL LEAVE (WITH PAY)

(a) If death occurs among members of the employee's immediate family or household, the employee will be granted three (3) days leave not to be charged to sick leave, provided that such leave will be extended to five (5) days if the funeral which the employee attends is more than 300 miles from the City of Detroit.

(b) A definition of immediate family: The immediate family is defined as wife, husband, son, daughter, brother, sister, father, or mother.

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

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

(e) The Local Union President or his representative, with proper notification to the department head, shall be allowed one (1) funeral leave day, not to be charged to sick leave, in the event of the death of a member of his local who is an employee of the City to attend service.

## SECTION 27. RETIREMENT SICK LEAVE

(a) Employees shall be entitled to payment for unused sick leave on retirement as follows:

1. 25 years or less of service - one - half unused sick leave not to exceed thirty (30) days.

2. Each additional complete year of service over twenty-five (25) - 5 additional days added to the limit.

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

## SECTION 28. JURY DUTY

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

1. Employees may be compensated for time lost in jury service excluding seasonal, contractual, part-time; Special Service, or those on assignments calling for less than 600 hours;
2. Provided that pay for such lost time shall be contingent upon reasonably prompt notice of call to service, by the employee to his Department supervisor who shall have discretion in seeking to have such employee excused where his service is essential and in refusing reimbursement when there is conclusive evidence that the employee volunteered or sought service directly or indirectly;
3. Provided that such pay be contingent upon the employee reimbursing the Department for losses to the extent to jury fees received, exclusive of travel pay;
4. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay for all days he is required to serve on jury duty in accordance with the Common Council Resolution of March 16, 1965, J.C.C., page 459, as will be amended.
5. Jury duty shall be considered as time worked.

## SECTION 29. LONGEVITY PAY

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

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

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

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

(e) Employees who have qualified for longevity pay and have accumulated at least 216 days of paid time exclusive of overtime or premium time during the year immediately preceding any December 1 date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1 date or any other date of qualification. Except for employees first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 1st.

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

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

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

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

### SECTION 30. MISCELLANEOUS PROVISIONS

(a) Employees in the bargaining unit now eligible will be granted a forty-five dollar (\$45) yearly clothing allowance to be paid within sixty (60) days from the signing of this agreement.

(b) It is the policy of the Department except for situations and positions mutually agreed upon, that supervisory employees will not perform work ordinarily and usually assigned to employee members of the Union bargaining unit except for purposes of instructing, testing, checking or involving the safety of employees or Department property, severe emergency weather conditions, or critical unforeseen employee absences.

Unresolved complaints regarding the application of this paragraph will be the subject of a special conference which shall be held within three (3) days.

(c) The Department will provide at each service garage and shop area a place for the safe-keeping and storage of employees' work tools. If the employee utilizes the locked storage area provided by the Department and his work tools are stolen, the Department will reimburse the employee for the fair value of the tools stolen provided a prompt report is made of the theft.

(d) The Department will allow one (1) dollar per day for each day an employee is required to use his automobile on Department business in addition to regular mileage allowance.

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

(f) All active and retired employees will be entitled to a riding pass according to Department policy.

(g) Pursuant to General City practice the Department will implement a tool allowance for Journeyman and skilled trades.

(h) The Department agrees to post and bulletinize all openings in the Local 312 bargaining unit that are not filled through established transfer procedures and prior to the placement of employees from other bargaining units.

(i) (1) The Union and the Department agree that employees in the class of Automotive Service Attendant will move and transfer coaches and other vehicles; make due calls; assist in making down calls and towing coaches; start coaches; perform work on B inspections and all other duties included in the duties specification for the class. It is further agreed that in the event an Automotive Service Attendant assigned to an Auto Repair Helper and if none is available to a Coach Service Attendant until the absent Automotive Service Attendant returns to work or can be replaced.

(2) The Union and the Department agree that those General Automotive Repairmen assigned to garages who indicate their availability to transfer coaches after their normal scheduled shift hours will be entitled to move no more than fifty (50%) percent of the coaches transferred by Rolling Stock Division garage employees. The provisions of Section 18, Paragraph P, will not apply to employees in the class of Automotive Service Attendant.

## SECTION 31. INSURANCE

(a) The Department will pay the full cost of Hospitalization for the individual employee and full family coverage including the various dependency riders (sponsored dependents rider, family continuation rider, and major medical rider) in existing authorized plans limited to the cost of Blue Cross Ward Service rates, with agent selected by the Union.

(b) The Union agrees to provide a master policy copy to the Department through the insuring company of the coverages involved.

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

(d) The Union agrees to administer the coverage to the membership as in past practices.

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

(f) The Department agrees to pay the cost of hospitalization insurance for individual D.S.R. retirees on the same basis as provided for general city employees, including those on Non-Duty Disability Retirement.

(g) The Department agrees to continue the present program through September 1971, thereafter the Department will contribute twelve (\$12.00) dollars per fiscal year per employee toward the Eye Care Insurance Program.

(h) The Department agrees to implement an Income Protection Plan by January 1, 1972. The plan will be retroactive to July 1, 1970, in accordance with general City policy and of implementation of such a program.



(i) Employee pensions shall be as provided by the Employee Pension and Benefit Plan under the City Charter.

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

1. Membership - Mandatory for regular employees.
2. Contributions - By the City \$14.56 per year per employee; by the Employee, 25¢ per week or \$13.00 per year.

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

#### Group Life Insurance:

A group life insurance program for the employee and his family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 16, Article 12.

1. Membership - Optional for members of the Employees Benefit Plan.
2. Contributions - Rate varies, based on the group experience. The City's contribution and the employee's contribution shall be determined by the Employee Benefit Board.

3. Benefits - Employee:

<u>Yearly Pay</u>	<u>Amount of Insurance *</u> <u>As of July 1, 1971</u>
Under \$5,000	\$3,000
\$5,000 to \$7,500	5,000
\$7,500 to \$10,000	7,500
Over \$10,000	10,000

\*Amount of insurance to be increased January 1, 1972 by approximately twenty-five percent (25%) at no cost to the employee.

4. Benefits - Dependents

<u>Cost to Employees</u>	<u>Amount of Ins.</u>
\$ .25 per week	\$1,500 for each dependent

(k) Employees in the Local 312 bargaining unit shall be eligible for only the Hospitalization insurance negotiated by the Union.

SECTION 32. PROMOTIONS-DEMOTIONS-  
TRANSFERS

A. Departmental Promotions:

1. Non-Supervisory positions in an occupational series.

(a) The employee with the greatest seniority will be given the first promotional opportunity provided he has served a full twelve months in the class from which he is recommended for promotion and that he has not been subject to a suspension of record during the four (4) month period immediately preceding the promotional opportunity.

(b) If the senior employee does not meet the above requirements, the next employee in seniority order will be given the promotion opportunity.

(c) The employee who has met the above provisions will be given a sixty (60) day trial period to determine:

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

In the event the senior employee is denied the promotion, the reasons for the denial shall be given in writing to such employee and the Steward or designated representative. In the event the senior employee disagrees with the reasons for the denial, it shall be proper subject for the Grievance Procedure.

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

## 2. Non-Supervisory Positions not in a Series:

(a) Job openings or anticipated job openings shall be posted throughout the Department for a minimum period of fourteen (14) days so that interested persons have the opportunity to make application.

(b) The employee with the greatest seniority will be given the first promotional opportunity.

(c) If he has the necessary qualifications, the senior employee shall be given the promotion.

(d) The promoted employee will receive the rate of the job classification he is performing.

(e) The employee who has met the above provisions will be given a sixty (60) day trial period to determine:

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

In the event the senior employee is denied the promotion, reasons for the denial shall be given in writing to such employee and the Steward or designated representative. In the event the senior employee disagrees with the reasons for the denial, it shall be a proper subject for the Grievance Procedure.

During the sixty (60) day trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union, in writing, by the Employer with a copy to the Employee. The matter may then become a proper subject for the second step of the Grievance Procedure.

### 3. Leadman or Technical Classifications

(a) Either an Advisory or a Promotional Competitive Examination shall be scheduled as recommended by the Department. Promotional lists resulting from Advisory or Promotional Competitive Examinations shall remain in effect for the term of this contract.

(b) If an Advisory Examination is scheduled, the employee on the resulting list with the most seniority will be promoted.

(c) If a Promotional competitive Examination is given, employees will be promoted in accordance with their position on the resulting list.

(d) In any event, the most senior employee will be given the opportunity to take an examination.

(e) The employees who have met the above provisions will be given a trial period not to exceed six (6) months, to determine:

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

In the event the senior employee is denied the promotion, reasons for the denial shall be given in writing to such employee and the Steward or designated representative. In the event the senior employee disagrees with the reasons for the denial, it shall be a proper subject for the Grievance Procedure.

During the trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing, by the Employer with a copy to the Employee. The matter may then become a proper subject for the second step of the Grievance Procedure.

(f) All promotional lists resulting from advisory examinations shall be based on maintenance seniority.

(g) Special arrangements may be made where in-service or on-the-job training is required to qualify for promotion.

(h) Additional provision, recognizing special departmental situations, may be made by supplement to this agreement.

B. Employee Requested Transfers Between Departments:

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

C. Shift and Location Preference:

Within sixty (60) days of the signing of this Agreement, employees in each unit covered by this Agreement will be allowed to select shifts and work locations in accordance with their seniority within the department within their classifications, insofar as it does not adversely affect the operation of the department.

Exception to this provision may be made in the Local Supplements to this Agreement.

The job location and shift selection will be considered the employee's basic job for the duration of this agreement. However, in the event that

part of an operation within a department is discontinued, employees affected will be allowed to select, in accordance with their seniority, shifts and locations within the department in their classifications.

#### D. Other Transfers:

The Department agrees that in any transfer of work involving employees covered by this Agreement the Department will discuss the transfer with the District Council and the Local Union affected in order to protect the seniority and equity of the employees involved.

#### E. Demotions:

1. 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 the full benefit of their maintenance seniority.

2. Upon demotion of Union exempt Supervisors into the bargaining unit, their seniority rights will be limited to the maintenance seniority earned prior to promotion for purposes of picking job location and shift.

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

## SECTION 33. DUAL STATUS NON-PROMOTIONAL

(a) Not more than one (1) dual status per class per shift per location.

(b) Dual status is to be used to fill vacancies due to leave of absence, training, conferences, vacation, and sickness only.

(c) Employees with dual or multiple classifications shall receive no preference in terms of promotion but shall be entitled to the same consideration given any other employee for promotion.

(d) Employees who have a dual or multiple class shall be paid, when working in the higher class, no less than four (4) hours or in multiples thereof at the rate of the higher class.

## SECTION 34. SENIORITY

(a) Seniority is hereby defined as the length of continuous service after initial date of legal certification to a position, the duration of which is ninety (90) days or more, or is seasonal or after date of induction into the classified service as provided by law. Seniority, as defined above and in accordance with the Rules of the Civil Service Commission, is established primarily to serve as a basis for the layoff and re-employment of employees. This definition as seniority shall not be deemed as restricting or limiting the establishment of other definitions of seniority for administrative purposes of personnel processes other than layoffs and re-employment, as provided for in Supplemental Agreements between Departmental-Management and the Union.

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



he shall be entered on the Seniority list of the unit.

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

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

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

(d) Loss of Seniority: An employee shall lose his seniority for the following:

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

(e) Officers, stewards or designated representatives who are involved in the Grievance Procedure, shall be retained in their respective shifts and there respective location in work in their classification.

In the event the classification is eliminated in the said work location and shift and a dispute arises as to where the officers, steward or designated representative shall be assigned, the dispute will be resolved in accordance with the Special Conference language of this agreement.

## SECTION 35. MAINTENANCE SENIORITY

1. (a) Maintenance seniority is that acquired only by employment in the DSR maintenance service under the Union Representation of Local #312.  
  
(b) With respect to employees who were employed under "War Service" provisions of the Civil Service Commission and who incurred a break in service as the result of being replaced by an employee with regular status or whose employment was terminated as the result of the elimination of "War Service" employment provisions of the Civil Service Commission, their maintenance seniority shall be considered to have been continuous from the date of their first employment provided that there was no break in service in excess of ninety (90) days under the "War Service" provisions described above.
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.

### SECTION 36. DISCRIMINATION AND COERCION

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

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

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

## SECTION 37. SAFETY PROGRAM

(a) The Union and the Department mutually agree that employee safety is of primary concern and that every effort shall be made to promote safe equipment, safe work habits and safe working conditions. In each garage, terminal, or work area a Safety Committee consisting of the Supervisor-in-charge, the Chief Steward or Union Representative and a representative of the Division Head will meet monthly to make area inspections, review employee injury reports, discuss safety problems and suggest corrective or preventative measures.

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

(c) Protective clothing where needed in all classifications shall be provided by the Department.

## SECTION 38. INJURED OR DISABLED EMPLOYEES

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

(b) All employees shall be covered by the applicable Workmen's Compensation laws and such related benefits as are provided by Ordinance, relative to Sick Leave.

## SECTION 39. LEAVES OF ABSENCE

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

1. Physical or mental illness.
2. Maternity
3. Training relating to an employee's regular duties in approved educational institution.
4. Prolonged serious illness in the immediate family.
5. Peace Corps Term.
6. Union Business (two (2) years or term of union office and return to work will be with accumulated seniority.)

(b) Leaves may be granted at the discretion of the Department for reasons other than those listed above when they are deemed beneficial to the Department or the employee. Such leaves granted, except for maternity leaves, may be ex-

tended for periods up to four (4) years. Probationary employees shall not be eligible for leaves of absence other than military leaves.

(c) Nothing in this Agreement shall abridge the rights and preferences of Veterans and members of the armed forces reserves, as provided by Federal, State and Local laws, Rules and Resolutions.

#### SECTION 40. BREAK-IN PERIOD

(a) When an employee is transferred or promoted from one assignment to another, he shall be assigned to work with another employee in the same classification for a reasonable length of time in order to familiarize himself with the new work assignment.

(b) When the Department is notified by the Retirement Board of an employee's pending retirement, the Union shall be notified forthwith.

(c) It shall be the responsibility of the Department to transfer or promote through regular adopted procedures, another employee to replace the retiring member provided said job assignment is to be retained.

(d) Should any dispute arise over either paragraph (a), (b), or (c) above, a special conference shall be called to settle such dispute.

(e) When jobs or positions become vacant due to retirement, transfers, promotions, or separations for any reason and the Department does not intend to fill the vacancy, the Union will be notified within ten (10) days together with the reasons therefore.

#### SECTION 41. FIRST AID OFFICE

A first aid office with a qualified full-time attendant on duty shall be provided in the shop area on the Department property.

## SECTION 42. GARAGE CLOSING PROCEDURE

(a) When any job is eliminated due to the closing of a garage, location or department, all transfers will be governed by maintenance seniority, and employees involved will select a new shift and /or location using their maintenance seniority.

(b) Not less than 120 days or as soon as practicable prior to the closing of a garage, location or department, the Management and the Union will close all transfer files and start the machinery for filling all openings from the garage, location or department scheduled to close.

(c) Approximately sixty (60) days prior to the closing, the Department and the Union will hold a Special Conference to determine all particulars involved in the closing.

(d) When operations are discontinued, employees affected will be given available work in the following order:

1. Open jobs within their classifications according to their seniority.
2. Other open jobs.
3. Jobs of temporary and probationary employees, in accordance with the lay-off provisions of this agreement.
4. Jobs of lesser seniority employees in accordance with the lay-off provision of this agreement.

(e) In connection with the above paragraphs, reference is made to Exhibit I of the City of Detroit, Council 77 Master Agreement setting forth applicable bargaining units.

## SECTION 43. CIVIL DISORDERS

(a) In the event of curfews resulting from Civil Disorders, the DSR Commission will seek to have employees in the bargaining unit declared "essential" so that they may be permitted to travel to and from their Department work location in safety.

1. The Department shall provide a special identification tag, in plastic which will have a picture of the employee and his general description. This identification will be of the type that can be worn on the lapel of the employee's clothing in view of the troops or police in authority.

(b) In the event of curfews resulting from Civil Disorders, the Department will adjust or institute work schedules providing for work shifts which will not require employees to travel to or from their work locations insofar as possible during curfew hours.

(c) Employees who are unable to report for work for reasons of curfews, will be treated in accordance with the policies adopted for general city employees in the same situation.

## SECTION 44. CIVIL SERVICE

(a) Proposed changes in duty specifications requested by the Department must be reviewed jointly by the Department and the Union before any presentation to Civil Service for adoption.

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

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



(d) When retirement extensions are requested, such extensions shall be on an impartial basis with equal treatment being extended to all employees.

#### SECTION 45. APPRENTICESHIP PROGRAM

The Department and the Union will recognize established journeyman levels in apprenticeship trades and the rates for such journeyman trades will be those established by agreement between the City of Detroit and Council 77, Skilled Trades Committee.

- (a) The Department and the Union shall by mutual agreement establish apprenticeship and upgrading programs under the appropriate provisions of the Detroit Civil Service Commission within ninety (90) days after signing of this Agreement.
- (b) The Department and the Union Negotiating Committee shall hold a special conference and arrange this program and reach mutual agreement before it is placed into effect.

#### SECTION 46. CONTRACTUAL WORK

(a) The Department is genuinely interested in maintaining maximum employment for all seniority employees covered by this agreement, consistent with the needs of the Department. Therefore, in making these determinations the Department intends always to keep the interest of the Department employees' in mind.

(b) The right of contracting or sub-contracting is vested in the Department. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members nor shall any seniority employee be laid off or demoted or caused to suffer a reduction in overtime work as a direct and immediate result of work being performed by an outside contractor.

(c) In cases of contracting or sub-contracting affecting employees covered by this agreement, the Department will hold advance discussion with the Union prior to letting the contract. The Union representatives will be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the Department is contemplating contracting out the work.

SECTION 47. REDUCTION IN FORCE:  
Lay-off, Demotion, and Recall

(a) Lay-offs Defined:

1. A Lay-off is the separation of an employee from a department in a classification of the City for lack of work, lack of funds, or reasons other than the acts or delinquencies of the employee.
2. A voluntary lay-off is one made for the convenience of the employee, which may be granted in the interest of the service, subject to applicable rules.
3. Unless otherwise indicated, the term "seniority" shall mean total city seniority as defined in Rule XIV, Section 2, and in accordance with Rule XVIII, Veterans Preference.

(b) Order of Lay-off and Demotion within a Department:

In the event of a reduction in force in a department, it shall be made among all employees in the same class in that department in the following order:

1. Employees in the following categories will be laid off in the following order:
  - a. Employees who have provisional status only.

- b. Employees who are non-residents as defined by the rules and resolutions of the Civil Service Commission.
  - c. Employees who are on an extension of the pension retirement requirement.
2. Employees who have temporary, seasonal or limited status will be laid off or demoted in accordance with applicable rules insofar as the interest of the service permits.
  3. Regular employees will be demoted in the following manner:
    - a. Employees who have regular status for a period of less than three years in the class from which the demotions are to be made will be demoted in inverse order of the length of service in that class provided that employees once having been demoted shall exercise total city seniority against further reductions in force until restored to a classification of equivalent level from which they have been demoted.
    - b. Employees who have regular status for a period of three or more years in the class from which demotions are made shall exercise total city seniority against reductions in force.
  4. Regular employees who are to be demoted in accordance with the above shall be demoted as follows:
    - a. Demotion in Series.

When an employee is in a position in a class in a series in which there are lower classes and there is in such lower classes an employee having less total city seniority, insofar as the interest of the service permit, the employee about to be laid off shall be demoted to the

position in the lower class occupied by the employee having less seniority, and the employee having less seniority shall be laid off or demoted.

b. Demotion to a Former Class.

When an employee has held regular status in another class or classes, he may elect demotion to a previously held class provided he has more total city seniority than any one or more employees in such classes. This provision is optional for employees who hold regular status in a class in a series.

c. Transfer-Demotion to Other Classifications.

When an employee has exhausted his rights either to demote in series or to a classification in which he has held regular status and a department has other vacancies available in classifications to which an employee could be transfer-demoted, the department may, insofar as the interest of the service permits and subject to the approval of the Civil Service Commission, transfer-demote such employee.

5. Lay-off.

Employees whose eligibility for demotion in the department is exhausted shall be laid off in the inverse order of total city seniority as defined in Rule XIV - Seniority, Section 2, and in accordance with Rule XVIII - Veterans Preference. Employees who elect a lay-off in lieu of a demotion in series or to a formerly held class in the department shall be placed only on the preferred eligible list for classification from which they are laid off, and shall lose city-wide displacement rights and the rights to restoration provided in Section D 3, provided that an employee who elects lay-off in lieu of a demotion to a former

class not in his current series shall retain city-wide displacement rights in his classification in accordance with Section C 3.

(c) City-wide Displacement:

1. Limited Status Employees.

Provisional employees (i.e., employees with no legally certified status in the classified service), non-residents, employees on extension beyond retirement age, and probationary employees will be displaced by laid-off employees with permanent status in the same classification on a city-wide basis.

2. Seasonal Employees.

Permanent employees who have completed their probation will displace seasonal employees of the same classification with less seniority on a city-wide basis.

3. Permanent Employees.

Permanent employees with regular status with one or more years of service will displace other permanent employees in the same classification of lesser seniority on a city-wide basis but only after having exhausted their eligibility for demotion in series in their department.

(d) Order of Recall:

1. Laid off employees, excluding those who have elected lay-off in lieu of a demotion within a department, will be placed on the preferred eligible lists of all classes in which they have held regular status and will be certified to such vacancies in the order of their total city seniority from such lists.

2. In the absence of a preferred eligible list in a given classification, laid off employees will be certified to vacancies from appropriate higher equivalent or allied lists in classes for which they are considered qualified by the Civil Service Commission.
3. Employees laid off, demoted, or laid off and recertified to lower classes as a result of a reduction in force shall have their names maintained on a special register in the Civil Service Commission and shall be entitled to certification or transfer-promotion to any vacancy in the class from which they have been laid off or demoted or in any lower class in the same series in any City department before any such vacancy can be filled by promotion until they have been restored to the class or equivalent level from which they have been laid off or demoted. When an employee is restored to the classification of equivalent level from which he was laid off or demoted, his name shall be removed from all re-employment lists.
4. Should an employee waive an offer of employment in accordance with 1, 2, and 3 immediately above, his right to remain on the list of that class shall terminate.
- e. The order of lay-off and demotion shall not be altered by any bargaining unit jurisdictional lines and employees will carry their total City seniority across jurisdictional lines for lay-off, demotion and recall.
- f. Displacement of employees across departmental lines shall be accomplished by lay-off and recertification to requisitions of departments having the least seniority employees to coincide with the effective date of the lay-off if possible, but in any event,

within thirty (30) days of the effective date of the lay-off of the employee having displacement rights.

g. Exceptions:

Subject to the approval of the Commission, where a department has reason to believe that a lay-off is imminent or where a lay-off is in process covering an extended period of time, any employee whom it is reasonable to believe may be laid off, may at his own request in writing be laid off before his name is regularly reached for such lay-off, provided, however, the department shall advise the Commission of the reasons therefor, in writing.

h. Status Changes in Anticipation of Lay-Offs:

Where the Commission shall find that any status change was made either to avoid the lay-off of or to cause the lay-off of an employee, upon finding by the Commission that such status change was made for reasons other than the good of the service, such status change shall be set aside and proper lay-off made; provided, however, this section shall not apply to status change of more than six (6) months' standing.

i. Force Curtailment by Demotion or Lay-off Due to Lack of Work or Lack of Funds.

1. Order of Separation.

Separation of employees from any class by lay-off or demotion for lack of work or lack of funds shall be accomplished in the following order:

a. Provisional Employees.

- b. Employees provisionally promoted or transferred to the class with a permanent status in some other class.
- c. Employees certified for periods of less than ninety (90) days
- d. Non-Resident Employees.
- e. Employees over sixty-five (65) years of age who are on an extension of the pension retirement requirements.
- f. Probationary Employees. (This does not include probationary employees who were permanently employed in some other capacity at the time they were certified from an eligible list resulting from a new examination. These employees will be treated as having permanent status, subject to satisfactory completion of the probation, and separated in accordance with "j" below.
- g. Employees with temporary status in the class but with a permanent status in some other class.
- h. Regular employees probationally in the class on a permanent basis but with permanent status in some other class.
- i. Employees with permanent status in the class. This includes all employees with permanent status in the class even though they may currently hold some status other than permanent in some other class.

## 2. Manner of Separation.

- a. Provisional employees are to be separated by terminating their services.
- b. Employees provisionally promoted or transferred are to be transferred or demoted to the class in which they hold permanent status.
- c. Employees certified for periods of less than ninety (90) days are to be laid off.



- d. Non-Resident employees are to be laid off.
- e. Over-age employees are to be laid off and forthwith retired.
- f. Probationary employees are to be laid off, except that probationary employees who were permanently employed in some other capacity at the time they were certified from an eligible list resulting from a new examination are to be treated as having permanent status, subject to satisfactory completion of the probation, and separated in accordance with "i" below.
- g. Permanent employees with temporary status in the class are to be transferred or demoted to the class in which they hold permanent status.
- h. Permanent employees probationally in the class on a permanent basis are to be transferred or demoted to the class in which they hold permanent status.
- i. Permanent employees may be separated either by demotion or lay-off. This includes all employees with permanent status in the class even though they may currently hold some status other than permanent in some other class.

(1) If laid off, they must be laid off in the inverse order of their total seniority.

(2) If demotions are made, they must be made:

(a) First among employees with less than three (3) years in the class in the inverse order of their class seniority.

(b) After employees with less than three (3) years class seniority are demoted, the other employees in the class must be demoted in the inverse order of their total seniority.

### 3. Permanent Status

#### a. Definition.

An employee has permanent status in the class to which he was certified, transferred, promoted or demoted on a permanent basis or for a period of six (6) months or more, or for a seasonal period lasting six (6) months or more, provided any conditions on that status, such as the satisfactory completion of a probationary period have been removed.

#### b. Limitations:

- (1) An employee can have permanent status in only one class at a time.
- (2) An employee can have permanent status in only the last class in which he acquired permanent status.

### 4. Option.

In case of demotion for lack of work or lack of funds, any employee with a minimum of one year of regular service in the class from which he is being demoted may elect to be laid off rather than demoted.

- j. All of the above provisions in accordance with Civil Service Commission, Rule XI.

## SECTION 48. Lay-off Benefit Plan

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

Discharges of probationary employees or discharges for misconduct connected with one's work, or for intoxication while at work or for

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

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

SECTION 49.     TRANSFER PROCEDURE:  
                  Personnel Plant Protection and  
                  Purchases and Supplies  
                  Divisions

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 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 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.

SECTION 50. TRANSFER PROCEDURE:  
Rolling Stock and Plant  
Maintenance

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

1. Individuals in any classification desiring to transfer from one 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, 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 request would allow vacancies to be filled by newly hired employees, then the six (6) 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 paragraph 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.

## SECTION 51. SUCCESSOR IN INTEREST

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

continue to be subject to the terms and conditions of this Agreement for the life thereof.

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

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

In the event that employees' classification and/or wages are affected by a merging or consolidation of garages because of purchase, acquisition or other means, representatives of the Department and the Union shall, prior to the actual consolidation or merging of the garage, or terminals, arrange a meeting to negotiate the proper classifications and wages of the employees affected.

## SECTION 52. COST OF LIVING ALLOWANCE

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

1. Pay Date is that date indicated on an employees "Statement of Earnings and Deductions", commonly known as a check stub, as "Date Paid".
  2. Payroll Period is that period of time indicated on an employees "Statement of Earnings and Deductions", commonly known as a check stub, as "Pay Period".
- (a) Beginning October 7, 1971, employees covered by this agreement shall receive a Cost of Living Allowance according to the following provisions:



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

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

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

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

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

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

6. The Cost of Living Allowance shall be expressed in cents per hour, and shall not increase by more than fourteen cents (14¢) per hour in any twelve-month period.
7. In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Indexes ten (10) days before one of the pay dates, and adjustment in the Cost of Living Allowance required by such appropriate indexes shall be effective and paid on the first pay date ten (10) days after receipt of the Indexes.
8. As soon as reasonably possible after July 1, 1972 and July 1, 1973, the total accumulated cost of living adjustment for the prior year of July 1 through June 30 as provided, not to exceed the applicable maximum amount, shall be added to each employee's base wage rate.

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

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

CITY OF DETROIT  
DEPARTMENT OF STREET RAILWAYS  
COMPENSATION SCHEDULE

SALARY AND HOURLY

CLASS	EFFECTIVE		EFFECTIVE	
	MIN.	7-1-71 MAX.	MIN.	1-1-72 MAX.
Assistant Mechanical Engineer	\$11,498	\$12,369	\$11,958	\$12,864
Assistant Offset Printer		9,412		9,849
Assistant Storekeeper	8,220	8,380	8,657	8,817
Auto Radiator Repairman	4.95	5.05	5.16	5.26
Auto Repair Helper	4.05	4.105	4.26	4.315
Auto Repairman	4.135	4.19	4.345	4.40
Automotive Service Attndt.	4.075	4.13	4.285	4.34
Battery Repairman	4.95	5.05	5.16	5.26
Body Upholsterer	4.95	5.05	5.16	5.26
Boiler and Furnace Repairman (Trades)	7.41	7.565	7.51	7.665
Bricklayer (General) (Trades)		7.74		7.83
Building Attendant A	3.57	3.76	3.78	3.97
Building Trades Helper	4.05	4.105	4.26	4.315

Building Tradesman (Carpenter)	4.90	5.08	5.11	5.29
Building Tradesman (General)	4.90	5.08	5.11	5.29
Calculating Machine Oper.	7,726	8,004	8,163	8,441
Clerk	7,529	7,888	7,966	8,325
Coach Service Attendant	3.895	3.945	4.105	4.155
Draftsman	10,431	10,787	10,868	11,224
Electrical Repairman (Shop)	5.15	5.25	5.36	5.46
Finish Carpenter (Trades)		7,465		7.66
Finish Painter (Trades)		7.10		7.35
Finish Painter (Bldg. Spray) (Trades)		7.60		7.85
Finish Painter (Swing Stage) (Trades)		7.60		7.85
General Auto Body Repairman (Metal)		5.35		5.565*
General Automotive Repairman	5.10	5.20	5.31	5.41*
General Machinist		6.615		6.88*
General Welder		5.35		5.565*
Gun and Locksmith	5.10	5.20	5.31	5.41*
Junior Clerk	6,809	6,997	7,246	7,434
Junior Draftsman	8,342	8,834	8,779	9,271
Junior Typist	6,809	6,997	7,246	7,434
Laborer A	\$ 3.815	3.915	4.025	4.125
Machine Operative	3.995	4.255	4.205	4.465
Machinist	4.77	4.885	4.98	5.095
Maintenance Millwright		7.475		7.60

Master Plumber (Trades)		7.89		8.18
Plumber (Trades)		7.44		7.73
Principal Clerk	\$10,012	11,133	\$10,413	11,579
Sr. Asst. Mech. Engineer (Design)	12,804	14,764	13,317	15,355
Senior Clerk	8,748	9,264	9,185	9,701
Senior First Aid Attd. Clerk	9,211	9,917	9,648	10,354
Senior Stenographer	8,829	9,264	9,226	9,701
Sheet Metal Worker (Trades)		7.51		7.85
Sign Painter (Trades)		6.495		6.62
Steamfitter (Trades)		7.53		7.565
Stenographer	7,726	8,004	8,163	8,441
Storekeeper	8,908	9,264	9,345	9,701
Transportation Materials Asst.		10,395		10,832
Typist	7,529	7,888	7,966	8,325
Watchman	3.68	3.935	3.89	4.145

The additional base rate increases are as follows:

<u>Date of Increase</u>	<u>Increase</u>	<u>*Skilled Trades Adjustment</u>
July 1, 1972	\$ .15 or 3%	\$ .10
July 1, 1973	.20 or 4%	.11

## SECTION 54. NEGOTIATION OF SUPPLEMENTAL AGREEMENTS

The Department and the Union agree that supplemental agreements involving matters not covered herein may be attached hereto and made a part of the entire agreement. These supplemental agreements will be negotiated by the Union Negotiating Team.

## SECTION 55. DURATION OF AGREEMENT

- (a) It is agreed between the parties that this contract shall continue in full force and effect until June 30, 1974. If either party desires to modify this contract it shall give written notice during the month of December 1973. Negotiations for a new contract shall commence thirty (30) days after that date.
- (b) In the event that the Department and the Union fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 1974, this agreement will remain in effect on a day to day basis. Either party may terminate the agreement by giving the other party a ten (10) day written notice on or after June 20, 1974.
- (c) Nothing contained in this Agreement is intended to conflict with the City Charter, the statutes of the State of Michigan or the laws of the United States.

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

Approved: Board of Street Railway Commissioners  
of City of Detroit  
Bernard F. Landuyt, President  
Peter R. Fink  
John R. Wilder

## LETTERS OF AGREEMENT

Throughout this agreement references are made to ordinances and resolutions of the Common Council. Unless there is an expressly written conflict between these ordinances and resolutions and the contract language, the ordinances and resolutions shall be used in the full interpretation of the contract language. Where there is an expressly written difference between the contract language and either the ordinances or resolutions, the contract language shall prevail.

In the Rolling Stock Division Paint Shop, during periods when extra signs are required or when the regular Sign Painter is absent because of vacation or illness, it is agreed that the assignment of a Finish Painter qualified to paint signs to perform a portion of the Sign Painter duties will be considered within the scope of the Finish Painter class.

Pursuant to discussions with the Local 312 Negotiating Committee, it is agreed that in the Rolling Stock Division Shops, employees assigned to work overtime for two (2) or more hours will be permitted sufficient relief at the end of their regular shift and before starting on the overtime work, to enjoy coffee, candy bar, sandwich etc. so long as the employee does not leave the property and the time used is not abused.

Confirming our discussions with the Local 312 Negotiating Committee, it is understood that Department supplies of salt for ice and snow removal will be available in limited quantities for the use of employees. Further, with the understanding that it will not be abused, other items incidental to the employee's work such as paper wipers and waste rags, will also be available in limited quantities for employees' use.



In reply to your inquiry concerning discussions with the Local 312 Negotiating Committee, I have requested each Transportation District Superintendent to instruct his staff that where coaches become disabled and mechanical service is requested, the Transportation Service Inspector or other Transportation employee assigned to the trouble location is to render every assistance to the mechanic servicing the coach and unless required elsewhere because of an emergency, is to stay with the mechanic until the trouble is under control.

## MEMORANDUM OF AGREEMENT

Confirming our discussions with your Negotiating Committee and pursuant to the attached Memorandum of Understanding between the City of Detroit and District Council 77, AFSCME, AFL-CIO, regarding Skilled Trades, the Department agrees to review various skilled trades classes to determine those in which appropriate apprentices could be employed and to accept the determinations of the Skilled Trades Committee and the Civil Service Commission Classification and Training Division as to the classifications that are apprenticeable.

Further, the Department agrees that based on present operations including the number of vehicles and employees required to service the, nine Auto Repair Apprentices could be effectively utilized in the program. Initially, it is proposed to enter three Auto Repair Apprentices in the program during the first six months if such qualified persons are available for employment.

It is further agreed that for purposes of definition and inclusion in provisions for special pay adjustments and a tool allowance, employees in the following classifications will be considered:

<u>Class</u>	<u>Tool Allowance</u>
General Automotive Rep.man	\$75 per year
General Auto Body Rep.man	50 per year
Electrical Rep.man (Shop)	50 per year
General Machinist	25 per year
Gun & Locksmith	50 per year

Confirming our discussions with your Negotiating Committee, the Senior Clerks assigned to work in the Rolling Stock Division Service Garages will be furnished shop coats.

Confirming our discussion with your Negotiating Committee and pursuant to the action of the Street Railway Commission February 12, 1971, the Department will continue to apply those provisions previously approved for full-time union staff representatives for the term of this agreement.

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

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

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

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

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

NEGOTIATING COMMITTEE  
D. S. R. LOCAL 312 AFSCME  
AFL-CIO

By:

Stanley V. Coveleski  
President

Edwin R. Gardzinski  
Chairman

Sidney High  
Negotiating Committee

Theodore Smith  
Negotiating Committee

Robert Amyot  
Negotiating Committee

James Morgan  
Negotiating Committee

NEGOTIATING COMMITTEE  
DEPARTMENT OF STREET RAILWAYS

By:

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Personnel & Labor Relations  
Administrator

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Superintendent of Rolling  
Stock

J. E. Schramm  
Senior Governmental  
Analyst

B. Champine  
Auto Repair Superintendent

L. Grzesiak  
Assistant Superintendent  
of Rolling Stock