

7-1-71

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.**

EFFECTIVE JULY 1, 1970

Restaurants, City of



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, 1970

Prepared By
The Personnel Division

City of Detroit
Department of Street Railways

Agreement entered into on this 21st day of July, 1970, 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 right to discipline and discharge for just cause. The Department reserves the right to lay-off for lack of work or funds; or the occurrence of conditions beyond the control of the Department; or where such continuation of work would be wasteful and unproductive. The Department shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed, provided, they do not conflict with the terms of this Agreement. The Union shall have the right to grieve on the interpretation and application of these provisions.

SECTION 5. UNION RIGHTS

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

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

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

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

SECTION 6. INTERFERENCE WITH WORK

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

SECTION 7. AGENCY SHOP

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be members for the duration of this Agreement. Employees not members of the Union and 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 prior to July 1, 1970. Employees will be admitted to the Union membership without the payment of an initiation fee, providing they execute their Union membership applications prior to July 1, 1970.

Any person who was certified and employed with the City on or after October 11, 1947 and is covered by this Agreement who is not a member of the aforesaid Union and who does not make application for membership before July 1, 1970 shall, as a condition of employment, pay to the Union each month, starting with the first payroll date on or after July 1, 1970, a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly Union membership dues of aforesaid Union. 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 Department 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 thirty (30) day period following notice to the employer from the Union, the employee pays the service fee retroactive to the due date and confirms his intention to pay the required service fee in accordance with the Agreement.

Any person who becomes an employee of the Department on or after July 1, 1970 and is covered by this Agreement who is not a member of aforesaid Union and does not make application for membership within sixty (60) days from the date of employment, shall, as a condition of employment, pay to the Union each month a

service charge as a contribution towards the administration of this Agreement, in an amount equal to the regular monthly Union membership dues of aforesaid Union. Such service charge shall be paid on or after his 91st day of employment. 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 Department is otherwise notified by the Union in writing within said thirty (30) days.

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.

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 Department within the thirty (30) day period immediately prior to the expiration date of this Agreement, who shall thereafter cease withholding any money whatever under such assignments.

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

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.

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

SECTION 8. 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 initiation 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 9. BULLETIN BOARDS

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

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

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

SECTION 10. 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
Establishment of New Classes and Rates	10 days conference will be called)
Job Openings	10 days

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

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

(c) Should an employee be suspended or discharged and it is later determined that such

action was unwarranted, the employee shall be returned to his regular job at his regular rate of pay, plus compensation at his basic wage rate for the time lost. If location and shift are no longer available the employee will be allowed to select a job where his 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.

SECTION 11. 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 shall be scheduled 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 prevailing overtime rate in lieu of his lunch period.
5. All employees will be entitled within their regular work day a fifteen (15) minute coffee break as mutually agreed upon.
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) hours in a normal service week, such employees therein shall be paid at the same rates provided for in the salary schedule on the basis of forty (40) hours per week, and such compensation shall be construed to be full compensation for all work performed up to and including forty (40) hours per week.

2. All salaried employees will be entitled to lunch period and coffee break as indicated for hourly employees as mutually agreed upon.

SECTION 12. 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 ($1\frac{1}{2}$) rate 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. (Shop area—1 day notice).

(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 them as if they had performed on an eight (8) hour basis on each day on which they worked during the week.

SECTION 13. 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 Highland Park Shops, Plant Maintenance and Construction, Purchases and Supplies and Personnel First Aid 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) Scheduled work on Saturday, Sunday and Holidays, shall be rotated in order of seniority among the employees involved.

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

(g) 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.

(h) 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.

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

(j) 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.

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

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

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

(n) 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.

SECTION 14. HOLIDAYS

(a) Employees shall be compensated as follows for ten (10) 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.

(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 Years and Good Friday afternoon will be granted as half Holidays provided that if worked, the employee will receive straight time off at a later date for all such hours, 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) Effective July 1, 1970, an employee shall be paid two hundred fifty percent (250%) of his basic or hourly rate for all hours worked on a Holiday and straight time pay for all unworked hours of his regular shift.

(m) Beginning January 1, 1971 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.

SECTION 15. WAGE AND SALARY INCREMENTS

(a) Salaried employees will be granted step increments either annually or semi-annually, the maximum to be reached in two years.

If, upon the application of any annual step increment the remaining difference between the maximum rate of the class and the effective rate for the employee is less than one hundred (100) dollars, the employee's rate will be increased to the maximum.

(b) Hourly employees hired at the minimum rate for the classification shall, upon the completion of six (6) months of service, receive the maximum rate.

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

(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) The Department agrees to continue making every effort to reduce the present payroll lag from two weeks to one week. It is understood that since DSR payrolls are processed by the City Controller's office, the reduction to a one week hold-back period is dependent upon changing the machine and related processing operations. The Department will assist and cooperate in every way and agrees to reduce the payroll hold-back time to one week as soon as practicable in accordance with general City payroll procedures.

SECTION 16. 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 reply in writing within two (2) days with a clear explanation of his decision and discussion at that level shall be terminated.
 - (d) A copy of the Senior Foreman's answers 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 decision 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 exercises his right under Section 6 of Act 336 as amended by Act 379 of the Public Acts of 1965 or the discipline or discharge of employees who have appealed to the Civil Service Commission or to the Mayor pursuant to provisions of the Detroit City Charter, or applicable State Law.

(c) Granting any wage increases or decreases.

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

3. The Arbitrator shall be without authority to require the City to delegate, alienate, or relinquish any powers, duties, responsibilities, obligations or discretions which by State Law or City Charter the Department cannot delegate, alienate or relinquish.
4. No settlement at any stage of the Grievance procedure, except an Arbitration decision, shall be a precedent in any Arbitration and shall not be admissible in evidence in any future Arbitration proceeding.
5. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less 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, Chief Steward, Elected Union Officers, or 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 forty-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 Conference upon request of the Union.

SECTION 17. VACATION

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

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

(b-1) Beginning January 1, 1971 the following vacation schedule will be in effect in lieu of paragraph B. Employees who have accumulated six (6) years of service or more will be entitled to a vacation as follows:

1-5 years	10 days
6 years	11 days
7 years	12 days
8 years	13 days
9 years	14 days
10-12 years	17 days
13 years	18 days
14 years	19 days
15 years or more	20 days

(c) Based on the service requirements, additional vacation leave will be allowed once each year to employees who have accumulated a combined total of fifty (50) or more days of unused sick leave in both their current and reserve sick leave banks. Such additional leave time shall be equal to one-half ($\frac{1}{2}$) the difference between the amount of current sick leave credited and the amount of sick leave used during the fiscal year immediately preceding any July 1st date, 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 computed in amounts of less than one-half ($\frac{1}{2}$) days; and provided further that such additional leave days shall not be charged against sick leave credits. This additional leave shall be credited to an employee after the January 1st following the July 1st date upon which such entitlement is computed.

(d) 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.

(e) 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 receives pay for eighteen (18) or more service days.

(f) 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. (See appendix B-1).

(g) 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.

(h) Upon separation, following the completion of one year of service including death or leave of absence, employees are entitled to all vacation earned in the previous year. Upon separation, including 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 for eighteen (18) or more service days.

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

(j) When one of the eight (8) Holidays falls during an employees vacation period, he will be allowed an extra day of paid vacation which at his request, he may enjoy immediately following his vacation period.

(k) 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.

(l) 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.

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

(n) 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 year, immediately preceding such vacation to be effective for vacations taken after January 1, 1969.

(o) 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.

(p) 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.

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

(r) The Department and the Union agree that with the increased vacation plan in effect beginning January 1, 1971, employees will be permitted to select no more than three (3) weeks on the first selection. 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.

SECTION 18. SICK LEAVE

(a) All employees who shall have completed three (3) months of continuous service shall be granted one (1) day of sick leave for each service month of not less than eighteen (18) normal service days, not to exceed twelve (12) sick leave days in any one fiscal year. Unused sick leave may accumulate to the extent of 125 working days, in accordance with Chapter 16, Article 7, Section 2 of the Municipal Code of the City of Detroit.

(b) Additional sick leave of five (5) service days shall be granted on July 1, to all employees with a full year of service. This "reserve" sick leave may accumulate to the extent of 125 working days in accordance with Chapter 16, Article 7, Section 2, of the Municipal Code of the City of Detroit.

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

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

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

SECTION 19. FUNERAL LEAVE (WITH PAY)

(a) If a death occurs among members of the employee's immediate family or household, the employee will be granted three (3) days leave, not to be charged to sick leave, provided that such leave may be extended to five (5) days within the discretion of the Department Head based on individual circumstances.

(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 Relatives: Relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, unclè, aunt, mother-in-law and father-in-law.

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

SECTION 20. HOSPITALIZATION 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 follow the present practice of providing the City Death Benefit Insurance plan and supplemental life insurance for all employees of the bargaining unit represented by the Union.

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

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

SECTION 21. UNION REPRESENTATION

(a) Grievance Committee members will be permitted to leave their work without loss of pay to the extent of 4160 total hours 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-D.S.R. functions, at Civil Service hearings, D.S.R. 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 the Department is able to control and meet as to conditions of employment in location and on 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, Trustees, 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) Steward and Chief Stewards shall also report to their respective Supervisors immediately after conducting business as outlined 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, if qualified by classification to perform work involved.

(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).

SECTION 22. PROMOTIONS-DEMOTIONS-TRANSFERS

A. Departmental Promotions:

1. Non-Supervisory positions in an occupational series.

(a) The employees with the greatest seniority will be given the first promotional opportunity.

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

(c) If the senior employee does not have the qualification, the next employee in seniority order, if qualified, will be given the promotion.

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

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

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

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

2. Non-Supervisory Positions not in a series:

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

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

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

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

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

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

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

3. Supervisory Positions:

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 one (1) year. All promotional lists shall be set up on the basis of Maintenance Seniority.

(a) Special arrangements may be made where in-service or on the job training is required to qualify for promotion. (This is a proper subject for special conference).

(b) Additional provisions, recognizing special Departmental situations, may be made by supplement to this contract.

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. 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 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 23. 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 inspection, 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.

SECTION 24. AFTERNOON AND NIGHT SHIFT PREMIUM

1. A premium of 15¢ 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 20¢ 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 premiums shall be paid in addition to the basic rate of pay for such employees and shall also be paid for all hours actually worked over and above the regular shift hours, but such premiums shall not be used in computing overtime pay.

SECTION 25. MISCELLANEOUS PROVISIONS

(a) Employees in Plant Maintenance and Plant Protection work may select their work shift or location when job vacancies occur in that sub-division. The selection shall be made according to Rolling Stock Transfer Procedure, respecting all present assignments.

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

(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 paid time 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.

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

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

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

(g) 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 instruction, testing, checking or in emergencies.

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

(i) 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 classification 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.

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

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

(l) 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.

(m) Twenty-four (24) hours advance notice for all unscheduled overtime shall be given in the shop area.

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

(o) 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.

(p) 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 the regular mileage allowance.

(q) 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.

(r) 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.

(s) All promotions will be on a permanent basis with the exception of extended illnesses and vacation reliefs in excess of forty-five (45) days or else otherwise mutually agreed upon.

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

(u) Pension, death benefits and group life insurance shall be as provided by the Employees Pension and Benefit Plan under the City Charter.

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

SECTION 26. LONGEVITY PAY

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

SECTION 27. DISCRIMINATION AND COERCION

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

SECTION 28. JURY DUTY

(a) An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay to a maximum of thirty (30) days of scheduled work time in accordance with the Common Council Resolution of March 16, 1965, JCC page 459. (See Appendix E-1).

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

SECTION 29. 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 30. COST-OF-LIVING

The Department agrees effective July 1, 1971 to make cost-of-living allowance payments in accordance with all provisions of Appendix F-1.

SECTION 31. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Union President and the Department Head or his designated representative upon the request of either party. Such meeting shall be between no more than five (5) and at least two (2) representatives of the Department and no more than five (5) and at least two (2) representatives of the Union. Arrangements for such special conference shall be made in advance and an Agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the Agenda.

Conferences shall be held between the hours of 9 a.m. and 4 p.m. The members of the Union shall not lose time nor pay for time spent in such Special Conferences. This Special Conference will be held within seven (7) calendar days from the date of the request.

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

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

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

SECTION 32. 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.

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

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

SECTION 33. 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.

MAINTENANCE OF CONDITIONS:

Hours, conditions of employment and current practices which are beneficial to the employees at the execution of this Agreement shall, except as 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 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 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 or 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 list of the unit.

The Union shall represent probationary employees for the purposes 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 (1) year.

(e) Officers, Stewards or designated representatives who are involved in the Grievance Procedure, shall be retained in their respective shifts and 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. LAYOFFS AND RECALL

(a) Layoff defined: A layoff is the separation of an employee for lack of work, or reasons other than the acts or delinquencies of the employee, and does not include emergencies. Employees to be laid off for an indefinite period of time will have at least ten (10) calendar days notice of layoff, and wherever possible, a two-week notice shall be given. The Union shall receive a list from the Department of the employees being laid off on the same date the notices are issued to the employees.

(b) When a lay-off is necessary of a regular employee from a position in a class series, and in which there are lower classes and there is in such lower class an employee having less seniority: The employee about to be laid off shall be placed, (if he so elects), in the position of the lower class occupied by the employee having less seniority and the employee having less seniority shall be laid off. Layoff benefits shall apply to laid off employees as indicated in Appendix D-1.

SECTION 36. 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 paragraphs (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 37. APPRENTICESHIP PROGRAM

The Department and the Union will recognize established journeyman levels in apprenticable trades and the rates for such journeyman trades will be negotiable.

(a) The Department and the Union shall by mutual agreement establish apprenticeship 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 38. DUAL STATUS NON-PROMOTIONAL

(a) Not more than two (2) dual status per class per shift per location.

(b) Dual status is to be used to fill vacancies due to leave of absence, 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) The Department and the Union agree that when two (2) dual class employees are on the same shift, the work in the higher class will be rotated equally.

SECTION 39. CONTRACTUAL WORK

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

In cases of contracting or sub-contracting involving employees covered by this Agreement, the Department will give prior notice to the Union, except in an emergency, of the nature of the contract job to be done and the number of employees displaced which may be subject of special conference.

SECTION 40. 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 41. FIRST AID STATIONS

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

SECTION 42. 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 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 in so far 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. 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.

(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.

SECTION 45. DURATION OF AGREEMENT:

(a) It is the intent of the Parties that this Agreement as set forth herein shall remain in effect until July 1, 1971.

(b) At least ninety (90) days prior to July 1, 1971, the Parties will review this Agreement for the purposes of determining any modification or revision found desirable or necessary.

(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 12, 1970, set their respective hands and seals.

APPROVED: BOARD OF STREET RAILWAYS
COMMISSIONERS OF THE CITY
OF DETROIT

Paul C. Ackerman, President
Clarence R. Krajenke, Commissioner
Bernard F. Landuyt, Commissioner
Willie L. Baxter, Secretary
Ernest W. Knox, General Manager
E. L. Ridenour, Personnel and Labor
Relations Administrator

LOCAL 312 - AMERICAN FEDERATION OF
STATE, COUNTY AND MUNI-
CIPAL EMPLOYEES A.F.L. -
C.I.O.

Lloyd J. Simpson, President
Stanley V. Coveleski, Chairman
Edwin R. Gardzinski, Negotiating Committee
James W. Morgan, Negotiating Committee

CITY OF DETROIT
DEPARTMENT OF STREET RAILWAYS
COMPENSATION SCHEDULE

SALARY AND HOURLY

CLASS	EFFECTIVE 7-1-70		EFFECTIVE 1-1-71	
	MIN.	MAX.	MIN.	MAX.
*Assistant Mechanical Engineer	\$10,951	\$11,789	\$11,055	\$11,893
Assistant Offset Printer		4.275		4.325
		8,893		8,997
*Assistant Storekeeper	7,700	7,860	7,804	7,964
Auto Radiator Repairman	4.70	4.80	4.75	4.85
*Auto Repair Helper	3.80	3.855	3.85	3.905
Auto Repairman	3.885	3.94	3.935	3.99
Automotive Service Attndt.	3.825	3.88	3.875	3.93
*Battery Repairman	4.70	4.80	4.75	4.85
*Body Upholsterer	4.70	4.80	4.75	4.85
*Boiler and Furnace (a) Repairman (Trades)	6.525	6.58	6.725	6.78

CLASS	EFFECTIVE 7-1-70		EFFECTIVE 1-1-71	
	MIN.	MAX.	MIN.	MAX.
*Bricklayer (a) (General) (Trades)	\$	\$ 6.85	\$	\$ 7.05
*Building Attendant A	3.32	3.51	3.37	3.56
*Building Trades Helper	3.80	3.855	3.85	3.905
*Bldg. Tradesman (Carpenter)	4.65	4.83	4.70	4.88
*Bldg. Tradesman (General)	4.65	4.83	4.70	4.88
Calculating Machine Oper. Clerk	7,206	7,484	7,310	7,588
Coach Service Attendant	7,009	7,368	7,113	7,472
Draftsman	3,645	3,695	3,695	3,745
Electrical Repairman (Shop)	9,911	10,267	10,015	10,371
Finish Carpenter (a)(Trades)	4.75	4.85	4.80	4.90
Finish Painter (a)(Trades)		6.47		6.67
Finish Painter (a) (Bldg. Spray) (Trades)		6.05		6.25
Finish Painter - (Swing (a) Stage) (Trades)		6.55		6.75
General Auto Body Repairman (Metal)		6.55		6.75
		4.95		5.00

CLASS	EFFECTIVE 7-1-70		EFFECTIVE 1-1-71	
	MIN.	MAX.	MIN.	MAX.
General Automotive Repairman	4.70	4.80	4.75	4.85
General Machinist		6.165		6.215
General Welder		4.95		5.00
Gun and Locksmith	4.70	4.80	4.75	4.85
Junior Clerk	6,289	6,477	6,393	6,581
Junior Draftsman	7,822	8,314	7,926	8,418
Junior Typist	6,289	6,477	6,393	6,581
Laborer A	3.565	3.665	3.615	3.715
Machine Operative, Machinist	3.745	4.005	3.795	4.055
Maintenance Millwright(a)		4.52	4.57	4.685
Master Plumber (a) (Trades)		6.55		6.75
Plumber (Trades) (a)		6.65		6.85
Principal Clerk	9,522	10,600	9,626	10,704
Repair Mechanic	4.09	4.14	4.14	4.19
Sr. Asst. Mechanical Engineer (Design)	12,207	14,092	12,311	14,196

CLASS	EFFECTIVE 7-1-70		EFFECTIVE 1-1-71	
	MIN.	MAX.	MIN.	MAX.
Senior Clerk	8,228	8,744	8,332	8,848
Sr. First Aid Attdt. Clerk	8,691	9,397	8,795	9,501
Senior Repair Mechanic	4.51	4.625	4.56	4.675
Sr. Stenographer	8,309	8,744	8,413	8,848
Sheet Metal Worker (a) (Trades)		6.37		6.57
Sign Painter (a) (Trades)		5.57		5.77
Steamfitter (a) (Trades)		6.70		6.90
Stenographer	7,206	7,484	7,310	7,588
Stock Handler	3.515	3.585	3.565	3.635
	7,309	7,454	7,413	7,558
Storekeeper	8,388	8,744	8,492	8,848
Typist	7,009	7,368	7,113	7,472
Watchman	3.43	3.685	3.48	3.735

(a) Rates increased .20¢ on

(a) Rates increased .20¢ on 4-1-71 and 6-1-71

CITY OF DETROIT COMPILED ORDINANCES

Chapter 16

SECTION 16-7-2. SICK LEAVE

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

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

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

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

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

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

(f) Accrual during service

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

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

(g) Transfer to different department not to void leave

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

(h) Other charges against leave

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

(i) Sick Leave

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

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

(j) Immediate family

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

(k) Employee to notify superior

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

(l) Medical certificate

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

(m) Sick leave during annual leave

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

(n) Workmen's Compensation

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

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

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

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

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

SECTION 16-7-2.1. FUNERAL LEAVE

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

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

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

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

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

RETIREMENT SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

Appendix B-1

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

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

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

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

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

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

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

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

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

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

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

COMMON COUNCIL RESOLUTION OF
JANUARY 15, 1952

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

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

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

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

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

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

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

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

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

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

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

“Adopted as follows:

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

“Nays--None.”

Appendix C-1

LONGEVITY PAY
Ordinance No. 164-F

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

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

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

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

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

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

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

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

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

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

Section 5. Prorated longevity payments may be made between December first dates to qualified employees and officers who separate or take leave from City service; excluding those who are discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment shall be paid for time served on a full calendar month basis since the date of their last longevity payment; provided, that each month shall contain at least eighteen (18) days of service (twenty-four calendar days for fire fighters).

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

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

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

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

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

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

EMPLOYEES LAYOFF BENEFIT PLAN

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

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

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

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

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

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

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

(c) Disciplinary suspensions.

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

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

(f) Recall of certification.

(g) Resignation, for any reason.

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

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

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

(k) Layoffs resulting from a waiver of seniority.

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

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

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

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

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

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

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

(a) Elected officials.

(b) Officials not in the classified

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commission or a reasonable work offer from any other source.

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

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

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

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

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

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

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

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

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

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

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

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

(b) Failed to seek work because of illness.

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

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

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

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

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

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

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

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

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

EMPLOYEES SERVING ON JURY DUTY

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

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

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

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

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

APPENDIX F - 1

COST OF LIVING ALLOWANCE

Effective July 1, 1971, employees covered by this Agreement shall receive a Cost of Living Allowance according to the following provisions:

(a) The Cost of Living Allowance will be determined in accordance with changes in the official Detroit Metropolitan Area Consumer Price Index published by the Bureau of Labor Statistics, U. S. Department of Labor (1957-1959=100) and hereinafter referred to as the CPI.

(b) A Cost of Living Period shall be that period of time over which changes in the CPI are measured. Each period shall be of three months duration.

(c-1) The change in the CPI for the period from July 1, 1971 through September 30, 1971 shall be measured by the difference between the CPI for the month of May, 1971 and the CPI for the month of August, 1971.

(2) The change in the CPI for the period from October 1, 1971 through December 31, 1971 shall be measured by the difference between the CPI for the month of August, 1971 and the CPI for the month of November, 1971.

(3) The change in the CPI for the period from January 1, 1972, through March 31, 1972 shall be measured by the difference between the CPI for the month of November, 1971 and the CPI for the month of February, 1972.

(4) The change in the CPI for the period from April 1, 1972 through June 30, 1972 shall be measured by the change in the CPI for the month of February, 1972 and the CPI for the month of May, 1972.

(d) The Cost of Living Allowance shall be expressed in cents per hour. For each complete four tenths of a point (0.4) change in the CPI, there shall be a corresponding one cent (1¢) per hour change in the Cost of Living Allowance, provided that in no event shall the Cost of Living Allowance increase be more than fourteen (14¢) cents in any twelve-month period.

(e) Payments shall be calculated by multiplying the Cost of Living Allowance by the number of hours each employee receives pay for during the Cost of Living period, inclusive of, but not limited to, vacation, Holidays, sick leave, jury duty, funeral leave, overtime hours, call-in hours, short term military pay.

(f) Payments shall be designated as Cost of Living and shall be included in a regular paycheck during the month following the end of each Cost of Living Period. The first payment shall be made during the month of October, 1971 covering the period from July 1, 1971 through September 30, 1971.

The parties to this Agreement 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 for 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 (1957-1959 =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.

NOTICE

After this page there are enclosed the following entitled items:

Maintenance Seniority
Transfer Procedure
Rolling Stock Plant Maintenance
and Plant Protection Division
Purchases & Supplies Division

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

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

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.

TRANSFER PROCEDURE: Rolling Stock Plant Maintenance and Plant Protection Division employees.

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

1. Individuals in any classification desiring to transfer from one location or shift to another location or shift, shall indicate their desire by submitting a "Transfer Request Form" in duplicate (one copy to be given to the Supervisor for transferral to the Rolling Stock Office, the other to be given the Steward for transferral to the Union Office).

2. Requests filled out incorrectly or incompletely shall be returned to the individual for correction.

3. A subsequent request will automatically cancel a previous request on file.

4. An individual will not be allowed to change his mind when picked for a transfer, unless a cancellation form is properly submitted within sufficient time to remove his name from the files before a change is in progress.

5. Requests will be kept on file for six months at which time they will be voided and returned to the individual. A new request marked "Renewal" must be submitted to retain the name in the files.

6. All transfers will be executed according to Maintenance Division Seniority.

7. When a new job or vacancy exists at a given location and no requests are on file for same, employees at that location shall have the privilege of filling this vacancy according to seniority.

8. When no one desires to fill a given vacancy, it will be filled by the first new employee reporting to work or by the youngest employee at a location where a surplus exists.

9. If at the convenience of the Department and through no fault of his own, a worker is deprived of his regular work location and/or shift, but with the understanding that if there is more than one employee of the same class at the aforesaid location and on the selected shift, it will be the employee with the least seniority whom he shall replace.

10. Anyone transferring to another location and/or shift at his own request will be required to remain at the new location and/or shift for a period of six (6) months before another request will be honored, unless lack of submitted requests would allow vacancies to be filled by newly hired employees, then the six (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.

TRANSFER PROCEDURE: Purchases and Supplies Division

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

1. Job openings will be advertised by means of written notices posted in all stores and sub-stores. This notice shall contain hours of work, days off and all other pertinent information.

2. Employees wishing to transfer to the posted opening shall fill out a transfer request form and forward one copy to Local 312 and one

copy to the Stores Supervisor.

3. Selections will be made on the basis of Maintenance Seniority.

4. When an opening occurs in the Main Stores, Unit Repair Stores, Stationery Stores or any other large storeroom, warehouse, depot, or area where supplies are kept, the regularly scheduled workers at said location will as far as possible be assigned to jobs in accordance with their preference in the order of their seniority. It is, however, clearly understood that workers may temporarily be given other assignments as the necessity arises.

5. When the Department finds it necessary to shift a worker from one location to another, in case of emergency, and of a distinct temporary nature, the worker with the least seniority shall be so shifted.

6. If at the convenience of the Department and, through no fault of his own, a worker is deprived of his regular work assignment, he shall exercise his seniority in choosing a work location and shift, but with the understanding that if there is more than one employee of the same class at the aforesaid location and on the selected shift, it will be the employee with the least seniority whom he shall replace.

MEMORANDUM OF AGREEMENT

The Local 312 Negotiating Committee and the D. S. R. Management Negotiating Committee have on this date, July 21, 1970, reached agreement on a new contract covering wages and working conditions for those employees in the Local 312 bargaining unit to be effective for the fiscal year which began July 1, 1970.

The agreed to salary and wage rates are attached herewith and the following additional items represent our mutual agreement on conditions of employment for the period beginning July 1, 1970, and ending June 30, 1971:

1. Vacation allowance effective January 1, 1971:

1- 5 years	10 days
6 years	11 days
7 years	12 days
8 years	13 days
9 years	14 days
10-12 years	17 days
13 years	18 days
14 years	19 days
15 or more years	20 days

2. An additional "swing holiday".
3. Increased hospitalization insurance cost.
4. Increase allowance for use of employee's car to one (\$1) dollar per day plus the present mileage allowance.
5. Increase present shift premiums five (5¢) cents per hour.
6. Increase duty death benefit from \$750 to \$2500 for employees killed in the line of duty or who die as the result of injuries sustained in the actual performance of their duties.

7. D. S. R. to assume the cost of the present Local 312 eye care plan provided that any extension of the plan beyond June 30, 1971, will not be at a cost which exceeds that agreed to by the City.
8. Effective January 1, 1971, the premium for work on a holiday to be increased to double time plus the holiday allowance.
9. Agency Shop provision as agreed to between Council 77 and the City.
10. Cost of living provision as agreed to between Council 77 and the City.
11. The Department agrees to the Income Protection Plan as established for general City employees.
12. The Department agrees that employees in the Plant Maintenance and Personnel Plant Protection Divisions may select their work shift or location when job vacancies occur according to the Rolling Stock transfer procedure.
13. The Department agrees to the following 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.
 - (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.

14. The Department agrees that when two dual class employees are on the same shift, the work in the higher class will be rotated equally.

(a) The dual class General Auto Repairman/ Auto Repair Sub-Foreman positions will be reviewed to clarify and establish guide lines for their use.

15. Arrangements will be made to schedule eight (8) hour shifts for skeleton garage crews when working week ends and holidays.

16. The Department agrees to prepare a letter of agreement regarding the approval of sick leave pending the receipt of suitable medical proof when employees are hospitalized.

17. The Department agrees to request a Civil Service reclassification evaluation and survey of employees in the following classes:

(a) Senior Clerk

(b) Machinist

(c) Building Tradesman (Carpenter)

18. The Department agrees to request the City Controller to review the present twelve (12) day payroll preparation and processing time with a view to its reduction.

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

20. The Department agrees to establish the class of Automotive Service Attendant and promote fourteen (14) Coach Service

Attendants subject to the approval of the Civil Service Commission.

- (a) 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 lubrications on B inspections is absent such work may be 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.
 - (b) 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 the Local 312 - D.S.R. Contract, Section 25, paragraphs 1 and 2 will not apply to employees in the class of Automotive Service Attendant.
21. The Department agrees that in the event a tool allowance is negotiated for mechanical employees in other City Departments for tools which are used by D.S.R. mechanical employees and supplied at their own cost, such a tool allowance will be applied to D.S.R. employees in similar classes.

22. The Department agrees that with the increased vacation plan in effect beginning January 1, 1971, employees will be permitted to select no more than three (3) weeks on the first selection. The balance of the employees' 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 in the garages will be maintained.

NEGOTIATING COMMITTEE
D. S. R. LOCAL 312 AFSC&ME
AFL - CIO

By:

Stanley Coveleski
Chairman

Edwin R. Gardzinski

James Morgan

Lloyd J. Simpson
President

NEGOTIATING COMMITTEE
DEPARTMENT OF STREET RAILWAYS

By:

E. L. Ridenour
Personnel & Labor Relations
Administrator

T. M. Alexander
Superintendent of Rolling
Stock

J. E. Schramm
Senior Governmental
Analyst