

1/31/90

AGREEMENT BETWEEN THE
SOUTHEASTERN MICHIGAN TRANSPORTATION AUTHORITY
AND
MICHIGAN COUNCIL 25, AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO LOCAL 1917

1987 - 1990

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Southeastern Michigan Transportation Authority

15700

MEMORANDUM FOR THE DIRECTOR

RE: THE PROPOSED REVISIONS TO THE REGULATIONS

AND

THE PROPOSED CHANGES TO THE

REGULATIONS OF THE FEDERAL BUREAU OF INVESTIGATION

AND THE DEPARTMENT OF JUSTICE

1957 - 1958

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A G R E E M E N T

This Agreement entered into between the Southeastern Michigan Transportation Authority, (hereinafter referred to as "SEMTA") and Michigan Council 25, American Federation of State, County and Municipal Employees, AFL-CIO, and Local 1917 (hereinafter referred to as the "UNION").

WITNESSETH:

The parties hereto contract and agree as follows:

EXHIBIT

This document contains information that is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). The information is exempt from disclosure under the following provisions of the Act:

5 U.S.C. 552(b)(7)(C) - Exemption from disclosure of information that is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a).

Witness:

The parties have agreed to the terms of this document.

ARTICLE 1
RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 176 of the Public Acts of 1939, as amended, Act 336 of the Public Acts of 1947, as amended, and Act 379 of the Public Acts of 1965, as amended, SEMTA does hereby recognize the UNION as the sole and exclusive representative of all EMPLOYEES of SEMTA included in the bargaining unit described in Article 36 - Classifications and Wage Rates, of this Agreement, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement.

ARTICLE 2

ADMINISTRATION OF AGREEMENT

Section 1. SEMTA agrees to meet with duly elected officers and officially designated committees of the UNION on all questions relating to wages, hours, and other conditions of employment as provided for in this Agreement and agrees to deal with the UNION as hereinafter provided.

Section 2. There shall be a President of the local UNION who shall represent all EMPLOYEES in the bargaining unit.

Section 3. In each represented Division, the EMPLOYEES shall be represented by one Steward. In the absence of the Steward an Alternate Steward shall represent the EMPLOYEES in that Division. In the absence of the Steward and Alternate, the UNION President will notify the employer of a designated representative.

Section 4. The UNION agrees to furnish SEMTA with a current list of all of their officers and committee members and to immediately notify SEMTA of any changes thereto.

Section 5. Upon request to the Division Manager or his/her designated representative, the UNION President or his/her designated representative shall be allowed time off his/her regular job to attend the business of the UNION.

Section 6. SEMTA agrees to notify the UNION of changes in local management and organization, and to advise the UNION of those supervisory EMPLOYEES empowered with the right to employ, discharge, or effectively recommend such employment or discharge of the EMPLOYEES covered hereunder.

Section 7. SEMTA and the UNION agree that should there occur a disagreement on the interpretation and/or application of the terms and conditions of this Agreement, such disagreements shall be resolved using the procedures set forth in Article 10, Grievance and Grievance Procedure.

ARTICLE 3

PURPOSE AND INTENT

Section 1. 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 SEMTA, in its capacity as an Employer, the EMPLOYEES, the UNION, and the people of the State of Michigan.

Section 2. The parties recognize that the interest of the community and the job security of the EMPLOYEES depend upon SEMTA's success in establishing a proper service to the community.

Section 3. To these ends SEMTA and the UNION encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all EMPLOYEES.

Section 4. It is the intent of SEMTA and the UNION that equality of opportunity will be provided to all EMPLOYEES in the bargaining unit. The parties to this agreement shall not discriminate against any EMPLOYEE on the basis of age, sex, marital status, race, color, religion, national origin, political affiliations, union membership, sexual preference, or nondisabling handicap.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. Nothing contained in this Agreement is to be construed as a limitation on the right of management to exercise the normal, regular, and customary functions of management including items of the following nature:

- A. The right to hire and direct.
- B. The right to promote and transfer as prescribed in Article 18, "Transfers", and Article 19, "Promotions and Shift Assignments."
- C. The right for cause, to suspend and discharge as prescribed in Article 10, "Suspension and Discharge."
- D. The right to reduce the number of employees in the event such action is required through layoffs, as prescribed in Article 13, "Layoff and Recall."

Section 2. SEMTA shall have the right to maintain discipline and efficiency and require observance of EMPLOYEES of SEMTA's procedures, rules, regulations, systems, including items of the following nature; provided they do not conflict with the terms of this Agreement:

- A. Those with respect to conduct, work, performance, systems and care and use of equipment.
- B. Those with respect to the full and accurate completion of all SEMTA and/or regulatory and/or statutory forms, reports, and records.
- C. Observance of all laws, statutes, ordinances, public and safety regulations to which SEMTA and EMPLOYEES are subject.
- D. The right to publish and maintain a book setting forth SEMTA's procedural policies, and systems applicable to SEMTA's operation for the direction and guidance of EMPLOYEES in the proper and efficient performance of their duties and obligations, pertinent and necessary to the job for which they are compensated.

Section 3. SEMTA shall have the sole right to determine the need for supervision at any time at any location.

ARTICLE 5

AGENCY SHOP

Section 1. EMPLOYEES not members of the UNION, who desire membership in the recognized bargaining unit shall confirm their desire to join for the duration of this Agreement by initiating their UNION application form and authorization for payroll deduction form. EMPLOYEES will be admitted to UNION membership without the payment of an initiation fee, provided their UNION membership application is submitted within ninety (90) days of the effective date of this Agreement.

Section 2. Any person certified and employed with SEMTA on or after February 1, 1987 and who is in a classification covered by this Agreement, and who is not a member of aforesaid UNION and does not make application for membership within ninety (90) days from the effective date of this Agreement or from the date of employment, whichever is later, shall, as a condition of employment, pay to the UNION each month a service fee toward the administration of the Agreement. Such service fees shall be in an amount equal to the regular monthly UNION membership dues of aforesaid UNION. The service fee shall be paid on or after the ninety-first (91st) day of employment or ninety (90) days after the effective date of this Agreement, whichever is later. EMPLOYEES who fail to comply with this requirement shall be terminated by SEMTA within thirty (30) days after receipt of written notice from the UNION; unless SEMTA is otherwise notified by the UNION in writing, within said thirty (30) days, and

provided that the UNION shall release SEMTA from fulfilling the obligation to discharge; or unless during the thirty (30) day period following notice to SEMTA from the UNION, the EMPLOYEE pays the membership dues or service fee retroactive to due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

Section 3. 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 Payroll Department within the thirty (30) day period immediately prior to the expiration date of this Agreement. The Payroll Department shall thereafter cease withholding any money under such assignments.

Section 4. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them; such money to be paid within ten (10) days of the end of the month in which it was collected. Neither SEMTA nor any of its officers and EMPLOYEES will be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the assignee's last known address, SEMTA and its officers and EMPLOYEES shall be released from all liability to the employee-assignors and to the assignees under such assignments.

Section 5. The UNION agrees that, in the event of litigation against SEMTA, its agents or EMPLOYEES arising out of this provision, it will defend and indemnify and hold harmless SEMTA, members of its Board, its agents or EMPLOYEES from any claims or monetary award arising out of such litigation.

Section 6. 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 purposes of adequate replacement.

ARTICLE 6

CHECK OFF - UNION DUES

Section 1. SEMTA agrees to deduct dues on a weekly basis from the pay of those EMPLOYEES who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by the treasurer of the UNION and the aggregate deductions of all EMPLOYEES shall be remitted, together with an itemized statement to Michigan Council 25 in the succeeding month, after such deductions are made. This authorization shall be irrevocable during the term of this Agreement. The authorization may be revoked by following the provisions of Article 5, Section 3.

Section 2. Union Dues Check Off Card.

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
Last Name First Name Middle Name

To: _____
Employer Department

Effective: _____
Date

Employee's Address: _____

AUTHORIZATION FOR PAYROLL DEDUCTION (continued)

I hereby request and authorize you to deduct from my earnings weekly an amount established by the UNION as dues. The amount deducted shall be paid to Michigan Council 25. This authorization shall be irrevocable during the term of this Agreement. SEMTA will keep the UNION informed of any change of address of its members.

Signature: _____

ARTICLE 7

UNION RIGHTS

Section 1. SEMTA will not promote any labor group or organization which purports to engage in collective bargaining or make any agreement with any labor group or organization which would violate any rights of the UNION under this Agreement.

Section 2. SEMTA agrees to provide, at no cost to the UNION, one bulletin board at each location which shall be permanently placed in an area mutually agreed upon by the parties.

Section 3. It is agreed that the UNION may post notices on UNION bulletin boards, distribute UNION literature; transmit communications, authorized by the local UNION or its officers, to SEMTA or its representatives; and consult with SEMTA or its representatives or local UNION Officers, or other UNION representatives concerning the enforcement of any provisions of this Agreement.

Section 4. Such activities shall not interfere with the EMPLOYEES' regularly scheduled work or the regularly scheduled work of others, and shall be undertaken with the approval of the EMPLOYEES' supervisor.

Section 5. SEMTA will furnish the UNION with job descriptions of every position in the bargaining unit. The job description shall not be changed without mutual consent between the parties.

Section 6. SEMTA retains the right to subcontract work, provided that such action does not result in the layoff of any bargaining unit Employees, unless such subcontracting is mandated by regulation or statute.

Section 7. SEMTA agrees that Checkers will not be authorized to directly supervise Coach Operators, when a Road Supervisor is in service and available to perform such supervision.

ARTICLE 8

GRIEVANCE AND GRIEVANCE PROCEDURE

Section 1. A grievance under this Agreement is a difference of interpretation, a dispute, a claim or a complaint arising under and during the term of this Agreement and filed either by an authorized representative of, or an EMPLOYEE in the bargaining unit. Grievances are limited to working conditions and matters of interpretation or application of provisions of this Agreement. The parties, recognizing that an organized grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

Section 2. An EMPLOYEE who believes he/she has a grievance shall proceed as follows:

Step 1 - The EMPLOYEE shall meet with his/her immediate supervisor. The EMPLOYEE may arrange to have the Steward present at any meeting with the supervisor. If no satisfactory answer or disposition is received within three (3) working days from the date of the notice of the grievance, the grievance shall be reduced to writing on a form agreed upon by the parties stating all facts and details, and said written grievance shall be submitted to the Superintendent or designated representative.

Step 2 - The Superintendent or designated representative shall, within three (3) working days after receipt of the written grievance, record his/her disposition in detail on all copies of the grievance form, returning copies of the grievance form to the EMPLOYEE and the Steward.

Step 3 - Failing to resolve the grievance in the first two (2) steps, the Steward and the UNION President shall schedule a meeting with the Division Manager or his/her designated representative. Such meeting shall be within five (5) working days following the receipt of the written disposition in Step 2. The Division Manager or his/her designated representative shall undertake such investigation, interviews, or meetings as necessary. Failing to resolve the grievance, the Division Manager or his/her designated representative will provide a written disposition to the Union President within five (5) working days following the meeting described above.

Step 4 - Failing to resolve the grievance in Step 3, the Union President and/or a staff representative from Council 25 shall, within three (3) working days of the Division

Manager's disposition, contact the official designated in writing by the General Manager to hear grievances at Step 4 of this grievance procedure and to arrange a meeting between the UNION and the designated official to discuss such grievance. This meeting should be scheduled at a mutually agreeable time, which time should not exceed five (5) working days from the time the UNION contacts the designated official, unless a longer time is mutually agreed upon. Unless the time is mutually extended, the designated official will furnish a written disposition within ten (10) working days of said meeting. Failing to resolve the grievance at this Step, arbitration shall be available in accordance with Article 9 - "Arbitration".

Section 3. Any and all grievances resolved in any step in this grievance procedure as contained in this Agreement, shall be final and binding on SEMTA, the UNION and any and all EMPLOYEES involved in the grievance(s).

Section 4. Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which disposition is not made by SEMTA within the time limits prescribed, or within any extension which may be agreed to, shall result in the automatic granting of the relief sought by the UNION in the grievance. Any grievance not carried to the next step by the UNION within the prescribed time limit,

or within such extension which may be agreed to, shall automatically be closed on the basis of the last disposition. Time limits will be considered as applied to the date on which the written documents are available in the respective offices of SEMTA and the UNION.

Section 5. SEMTA shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided that, in the case of a grievance for a pay shortage, of which an EMPLOYEE has not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of that pay period provided the EMPLOYEE files a grievance within seventeen (17) working days after receipt of such pay.

Section 6. All claims for back wages shall be limited to the amount of wages that the EMPLOYEE would otherwise have earned less any unemployment compensation.

Section 7. Any grievance under this Agreement which is not filed in writing within ten (10) calendar days from the date the incident becomes known to the EMPLOYEE shall not be considered a grievance.

Section 8. The UNION may withdraw a grievance without prejudice at any step of the Grievance Procedure.

Section 9. Steps may be eliminated by mutual agreement.

Section 10. SEMTA agrees to permit the grieved EMPLOYEE and the UNION Steward the right to investigate and proceed in accordance with Steps 1 and 3 of the Grievance Procedure described above without loss of pay. It is understood, however, that this privilege shall not be abused and that the parties shall continue to work at their regularly assigned jobs when not required for the performance of such duties. SEMTA reserves the right to limit the duration of meetings scheduled in Steps 1 or 3 described above. It is further understood that should the meeting scheduled in connection with either Step 1 or Step 3 above extend the EMPLOYEE'S normal work day or should such meeting be scheduled before or after his/her regularly scheduled work day, compensation will be at the straight time hourly rate of pay.

The Unit Chair or his/her designated representative will be allowed time off with pay for attendance at meetings at Step 3 and Step 4 of the grievance procedure. Time on Union business will include reasonable travel time.

ARTICLE 9
ARBITRATION

Section 1. In the event the UNION does not agree with the response at Step 4 of the grievance procedure, the UNION may serve a demand for arbitration upon SEMTA within thirty (30) calendar days of the Step 4 response, unless such time limit is extended by mutual agreement.

Section 2. In the event the parties have not agreed upon an Arbitrator within ten (10) days after such notice to arbitrate, the Arbitrator shall be selected and appointed in accordance with the procedures of and by the American Arbitration Association and the Arbitrator shall have the authority to hear and decide the case. In the event of the refusal of either SEMTA or the UNION to submit to arbitration or to appear at the arbitration hearing, the arbitrator shall have the authority to proceed ex parte and make an award.

Section 3. The Arbitrator so selected will hear the matter promptly and will issue a decision no later than thirty (30) days from the date of the closing of the hearing. The Arbitrator's decision will be in writing and will set forth his/her finding, reasoning and conclusions of the issue submitted.

Section 4. The decision of the Arbitrator shall be final and binding upon SEMTA, the UNION and the Grievant. The cost of the Arbitrator's services, including expenses, if any, shall be borne equally by SEMTA and the UNION.

ARTICLE 10

SUSPENSION AND DISCHARGE

Section 1. At the time an EMPLOYEE is recommended for either a suspension or a discharge, he/she will be given, in writing, the reasons why, with a copy to the Steward. The EMPLOYEE will be allowed to discuss the suspension or discharge with the Steward.

Section 2. Upon request, the Division Manager, or his designee, will discuss the suspension or discharge with the EMPLOYEE and his/her Steward. Exceptions to this procedure would be in situations where the suspended or discharged EMPLOYEE is absent without leave or the parties agree that such discussion would not be beneficial at this time.

Section 3. In certain instances an EMPLOYEE will be subject to an indefinite suspension, pending a thorough investigation of the events surrounding the suspension or discharge. In these cases, an EMPLOYEE may be directed to leave the property or premises of SEMTA immediately with the understanding that a meeting will be scheduled within twenty-four (24) hours with the Union President to discuss the suspension or discharge.

Section 4. When an EMPLOYEE is given a discharge or suspension, which is affixed to his/her personnel record, the EMPLOYEE and the Union Steward will be promptly notified in writing of the action taken. Such action shall be deemed final and automatically closed unless a written grievance is filed within three (3) working days from the time of the presentation of the notice to the EMPLOYEE. Grievances regarding discharge or suspension will be filed in writing by the Union President within three (3) working days of the discharge or suspension and will commence at Step 3 of the Grievance Procedure.

Section 5. Any disciplinary action taken by the Authority against EMPLOYEES covered by this Agreement will be initiated within ten (10) calendar days from the date the incident becomes known to the Authority. However, this provision will not apply to violations or offenses involving the misappropriation or mishandling of Authority funds or property.

ARTICLE 11

SENIORITY

Section 1. General Seniority for all fringes shall be in accordance with the EMPLOYEE'S last date of hire including time employed by any predecessor company acquired by SEMTA.

Section 2. In all other areas, the term seniority will be in accordance with the EMPLOYEE'S entry into a job classification covered by this Agreement.

Section 3. In the event an EMPLOYEE within a classification covered by this Agreement is transferred or promoted to a position outside the bargaining unit, such EMPLOYEE will continue to accumulate job classification seniority for a period of 90 days. Such EMPLOYEE's job classification seniority will thereafter be frozen. Job classification seniority will be lost if such former EMPLOYEE is terminated.

Section 4. The general and classification seniority dates of all Small Bus Dispatcher-Inspectors employed and coming within the scope of this agreement effective 9/26/83 will be interpreted as the date of original hire by SEMTA or any predecessor in any classification.

ARTICLE 12

SENIORITY LISTS

Section 1. The seniority list on the date of this Agreement will show the name, location, and classification of all EMPLOYEES of the unit entitled to seniority and will be submitted to the local UNION secretary.

Section 2. The employer will keep the seniority list up to date at all times and will provide the local UNION with up-to-date copies at least quarterly.

Section 3. Separate seniority lists will be maintained for Linehaul and Small Bus Employees for purposes of Layoff and Recall as provided for under Article 13 of this Agreement.

ARTICLE 13
LAYOFF AND RECALL

Section 1. Layoff Procedure

- A. The term layoff means a reduction in the work force due to a decrease in work or budget restraints.

- B. If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary EMPLOYEES and EMPLOYEES on trial period will be laid off first. Seniority EMPLOYEES will be laid off in the inverse order of seniority (as defined in Article 11, Section 2 - "Seniority"). Under no circumstances will an EMPLOYEE covered by this Agreement displace another EMPLOYEE in a higher paying classification.

- C. When it is known by the Authority more than seven (7) calendar days prior to the effective date of a reduction in force, the AUTHORITY agrees to give the UNION at least seven (7) calendar days notice of layoff. The local UNION President shall receive a list from SEMTA of the EMPLOYEES being laid off.

Section 2. Recall Procedure

When the regular work force classifications covered by this Agreement are increased, EMPLOYEES who are laid off in accordance with the provisions of Section 1 of this Article shall be

recalled in the reverse order in which they were laid off; provided that this Agreement or any renewal, amendment, or extension thereof is still in effect and no more than three (3) years shall have elapsed since their last layoff.

Section 3. President and Stewards

- A. Notwithstanding his/her position on the seniority list, the President of the local shall, in the event of a layoff, be continued at work at all times provided he/she can perform any of the available work, and shall be recalled to work in the event of a layoff on the first open job in the classification in which he/she can perform.

- B. Notwithstanding his/her position on the seniority list, the Steward, in the event of a layoff, will be continued at work on his/her shift, in his/her Division, at all times, provided he/she can perform any of the available work, and shall be recalled to work in the event of a layoff on the first open job in the classification in which he/she can perform.

- C. Section 3B is not intended to grant a Steward the right to bump into another shift or onto the same shift at another Division.

- D. Stewards will exercise their seniority (as defined in Section 2, Article 11, "Seniority") in the event of a layoff.

Section 4. In the recall of persons in accordance with Section 2 of this Article, the following procedures shall be followed:

- A. SEMTA will attempt to notify each person to be recalled to work by certified U.S. Mail (return receipt requested) or mailgram. Such letter or mailgram shall be directed to the last known address of such person and a copy thereof furnished to the UNION. By so doing, SEMTA shall have discharged its notice obligations under this Article.
- B. EMPLOYEES who are laid off must keep SEMTA and the UNION supplied with a correct, up-to-date mailing address.
- C. The EMPLOYEE so notified to report for work must report within and not to exceed ten (10) working days after the date of mailing of the letter or the sending of the mailgram. If the EMPLOYEE so recalled fails to report within ten (10) days, he/she shall forfeit his/her seniority and recall rights herein.

ARTICLE 14

NO STRIKE-NO LOCKOUT

Section 1. It is understood and agreed that, during the life of this Agreement, there shall be no strike by the UNION nor lockout by SEMTA for any issue for which this Agreement provides a means of settling.

Section 2. The UNION shall not be liable for any wildcat strike or any other unauthorized work stoppage which arises from the action of individual EMPLOYEES, and not actively led or instigated by the UNION, as long as the UNION fulfills its duties as hereinafter set forth. The UNION shall endeavor to make every effort possible to promptly remove all illegal picket lines in order that SEMTA's service may be continued without interruptions.

Section 3. 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 cross or work behind any primary picket line of UNIONS other than the UNION herein on AUTHORITY property, if the EMPLOYEE reasonably believes that crossing the line could result in physical harm or injury to his/her person. The EMPLOYEE shall immediately contact his/her Supervisor to advise him/her of the picket line and receive instructions. The AUTHORITY shall not be required to pay the wages of EMPLOYEES who refuse to report for and be willing to work.

ARTICLE 15

WORK WEEK

Section 1. An EMPLOYEE covered by one of the classifications in this Agreement shall have a work week which will consist of five (5) regularly scheduled, eight (8) hour work periods or four (4) regularly scheduled ten (10) hour work periods. Two off days in the work week shall be scheduled consecutively unless such scheduling shall adversely affect the operation of the Authority.

Section 2. All EMPLOYEES entering into or changing classifications within the bargaining unit after January 1, 1987 may be required to work A.M. and P.M. peak requirements on the same day (i.e., a split shift). However, the classifications of Central Radio Dispatcher and Maintenance Supervisor are excluded from the split shift provision.

Split shifts in excess of 12 hours per day shall provide spread premium for such excess hours at one-half of the straight time hourly rate of pay. The Authority shall notify the EMPLOYEE at least 48 hours prior to the split shift assignment.

Section 3. SEMTA agrees to provide a twenty (20) minute lunch period within the work day. It is understood that when a situation arises, the EMPLOYEE shall make himself/herself available to handle it.

ARTICLE 16

PAY PERIOD

Section 1. All EMPLOYEES shall be paid weekly on Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be their pay day.

Section 2. At the time of an EMPLOYEE'S termination, he/she will be paid for earnings of the prior pay period, if any, on the regular pay day. Earnings of the current pay period and any accrued fringe benefits will be paid on Thursday of the following week.

Section 3. Hours of work will be recorded daily by each EMPLOYEE as required by SEMTA.

Section 4. The standard payroll work week shall begin at 12:01 a.m. Monday and end at 12:00 p.m. Sunday.

ARTICLE 17

TEMPORARY ASSIGNMENTS

Section 1. In the event that work normally assigned to members of the bargaining unit becomes open for reasons beyond the control of SEMTA, such work may be covered by an EMPLOYEE of SEMTA capable of functioning in such capacity. SEMTA will give first consideration to filling such vacancies with a member of the bargaining unit, provided that the EMPLOYEE has adequate technical knowledge of the open assignment.

Section 2. It is recognized that certain long term vacancies will occur as a result of vacation, extended illness, etc. These vacancies may be filled by EMPLOYEES outside the bargaining unit, provided that there is no member of the bargaining unit who can be permanently assigned to the vacancy and provided that no member of the bargaining unit is on layoff status.

Section 3. It is recognized that, from time to time, members of the bargaining unit will be required to function in the capacity of and with the responsibility of the Superintendent of Transportation and/or Superintendent of Maintenance, in the absence of that individual. It is recognized that in this capacity, a member of the bargaining unit will be required to supervise and direct other members of the bargaining unit. While acting in the capacity of a Superintendent, an EMPLOYEE will receive additional compensation as stated in Article 33, "Classifications and Wage Rates".

ARTICLE 18

TRANSFERS

Section 1. In the event of a vacancy or a newly created position, EMPLOYEES shall be given the opportunity to transfer from one location to another within the same classification, on the basis of seniority. In such cases, all vacancies and newly created positions shall be posted on the UNION Bulletin Board in each building at least 7 calendar days prior to filling such vacancy or newly created position.

For the purposes of this Section, the positions of A.M. Dispatcher and Road Supervisor are considered the same classification. However, an EMPLOYEE transferring between these two classifications will be subject to the provisions of Article 22 covering the evaluation period. The EMPLOYEE so transferring may be returned to his/her former position at any time during the evaluation period and such action will not be subject to the grievance procedure.

Section 2. In the event of a vacancy or a newly created position, EMPLOYEES shall not be required to permanently transfer from one location to another without their consent. Temporary transfers of up to 90 days may occur, provided that such transfers are necessary for the efficient operation of SEMTA. Mileage will be paid to such transferred EMPLOYEE at the SEMTA

rate in effect at the time of the transfer for round trip mileage between his/her home or regular terminal and the new terminal, whichever is less.

Section 3. EMPLOYEES covered by this Agreement may be assigned interchangeably in the positions of Road Supervisor and Dispatcher. Such assignment will not be made arbitrarily or capriciously. It is understood between the parties that in certain instances Maintenance Supervisors will be asked to dispatch equipment to drivers and Road Supervisors and Dispatchers may be asked to oversee the non-technical supervision of maintenance personnel.

It is acknowledged by SEMTA that EMPLOYEES being asked to supervise in areas outside of their normal capacity will receive adequate instructions and training necessary to carry out their assignment.

It is agreed that no disciplinary action will be taken against an EMPLOYEE for failure to perform in the capacity for which he/she has not received adequate technical training.

ARTICLE 19

PROMOTIONS AND SHIFT ASSIGNMENTS

Section 1. Promotions and shift assignments within the bargaining unit shall be made on the basis of the EMPLOYEE'S ability to perform the work and seniority. Utilizing these same criteria, Maintenance Supervisors will be able to engage in a shift pick within their respective divisions once annually, to be conducted in February. Job vacancies shall be posted for a period of 7 calendar days in a conspicuous place in each building. EMPLOYEES interested shall submit an Internal Job Bid within that time to the Department of Human Resources & Personnel Administration. The senior employee bidding for that job shall be given a 90 day evaluation period to determine:

- 1) The EMPLOYEE'S ability to perform the job; and
- 2) The EMPLOYEE'S desire to remain on the job.

Section 2. The evaluation period shall include written evaluations by which the EMPLOYEE will be advised of any performance which would result in his/her not being acceptable for the job. It is agreed that the evaluation period may be less than 90 days, and that by mutual consent the 90 days may be extended an additional 30 days. Decisions to return an EMPLOYEE to his/her former position during the evaluation period will not be subject to the grievance procedure. The EMPLOYEE may revert

to his/her previous job classification if he/she chooses at any time in the evaluation period, or if he/she is not permanently accepted in the new position.

Section 3. During the evaluation period, EMPLOYEES will receive the rate of pay for the job they are performing.

ARTICLE 20

TRIAL PERIOD

Section 1. An EMPLOYEE transferring from another bargaining unit within SEMTA shall serve a trial period designed to provide him/her the opportunity to demonstrate his/her ability, skills and interest. The trial period shall be ninety (90) days. During the trial period, the transfer shall receive training to develop skills and attitudes, so as to maximize his/her value to SEMTA.

Section 2. The transferred EMPLOYEE shall be represented by the UNION at the expiration of the ninety (90) day trial period.

Section 3. Notwithstanding any provisions in Sections 1 and 2 above, it is understood that SEMTA may choose not to retain a transferee in the position during the ninety (90) day trial period, and in such an instance, SEMTA will return the transferee to his/her previous position of employment within SEMTA. A written explanation, stating the reasons why the EMPLOYEE was not retained will be provided to the EMPLOYEE who is returning to his/her previous position, and a copy provided to the UNION.

It is understood between the parties that provided all terms and conditions contained in the Agreement are met, and a determination is made by SEMTA that an EMPLOYEE is not capable of

assuming the responsibilities of a position, that action by SEMTA to return an existing EMPLOYEE to his/her last previous position or dismissing a newly hired EMPLOYEE will not be subject to the grievance procedure.

ARTICLE 21

PROBATIONARY PERIOD

Section 1. All EMPLOYEE(S) entering the bargaining unit shall serve a probationary period designed to provide him/her with the opportunity to demonstrate his/her ability, skills and interest. The probationary period shall be ninety (90) days. During the probationary period a new EMPLOYEE shall receive training to develop skills and attitudes so as to maximize his/her value to SEMTA. The 90 day probationary period may be extended by SEMTA for an additional 90 calendar days.

Section 2. The UNION shall represent the probationary EMPLOYEE only with respect to rates of pay and hours of employment.

ARTICLE 22

JURY DUTY

SEMTA will pay the EMPLOYEE for each day spent on jury duty, the difference between the EMPLOYEE'S regular daily wage and the daily amount paid to him/her for jury duty. Verification of court payments must be provided to the Authority as evidence of jury duty.

ARTICLE 23

FUNERAL LEAVE

Up to a maximum of three (3) days funeral leave will be granted with pay for death in the EMPLOYEE'S immediate family. The immediate family will be defined as spouse, child, brother, sister, parents, parents-in-law (if the natural parent is deceased, the EMPLOYEE'S stepfather or stepmother) and grandparents. One (1) day of funeral leave will be granted with pay for the death of an EMPLOYEE'S stepchild, provided the stepchild is a member of the EMPLOYEE'S immediate household.

A death certificate will be provided to SEMTA within 15 days after returning to work.

ARTICLE 24

UNIFORM ALLOWANCE

Section 1. SEMTA agrees to furnish members of the bargaining unit classified as Maintenance Supervisor with five (5) clean shirts per week, two (2) pairs of clean trousers per week and one (1) jacket per week.

Section 2. All EMPLOYEES working in the Road Supervisor classification will be required to wear uniform outerwear in accordance with the Authority's specifications. The Authority will provide such EMPLOYEES with required outerwear at no cost to the EMPLOYEE. Outerwear shall be replaced on an as-needed basis as determined by the Authority, except in cases of EMPLOYEE negligence and/or abuse.

Outerwear purchased by the Authority will remain Authority property and shall be returned by the EMPLOYEES in usable condition upon termination of their employment.

ARTICLE 25

FREE TRANSPORTATION

Section 1. All EMPLOYEES of SEMTA covered by this Agreement shall be entitled to free transportation limited to the routes operated by SEMTA and the Detroit Department of Transportation (D-DOT). All passes or tickets issued by SEMTA for the pass privileges under the provisions of this Article shall be non-transferable.

Section 2. EMPLOYEES on sick leave will be granted free transportation over the lines of SEMTA, and D-DOT.

Section 3. A retired EMPLOYEE including his/her spouse will be issued an annual pass over the lines operated by SEMTA. Upon the EMPLOYEE'S demise, this privilege will be afforded the deceased's spouse but voided upon any change of marital status.

Section 4. An EMPLOYEE'S spouse and dependent children under 18 years of age shall be granted pass privileges over the lines of SEMTA only.

Section 5. Pass privileges granted to any EMPLOYEE or group herein may be revoked if such privileges are abused and subject the EMPLOYEE involved to disciplinary action. Furthermore, pass privileges do not include direct operation or contracted small bus services which are demand response in nature.

ARTICLE 26

HOLIDAY PAY AND PERSONAL LEAVE DAYS

Section 1. All EMPLOYEES of SEMTA coming within the scope of this Agreement shall receive holiday pay for the holidays in accordance with the provisions as set out in this Article provided the EMPLOYEE has worked the regularly scheduled day before the holiday and the day after the holiday, unless excused, including absence due to a SEMTA paid sickness or disability.

A. All EMPLOYEES shall be entitled to eight (8) hours of pay at the regular hourly rate of pay for the following holidays:

New Year's Day

Labor Day

Memorial Day

July 4th

Thanksgiving Day

Christmas Day

Martin Luther King Day

B. Time and one-half over and above holiday pay will be paid for all hours worked on a holiday except for Martin Luther King Day, which will be paid at the straight time hourly rate rate of pay.

If a holiday falls on a regularly scheduled, 10-hour work day, the employee will be paid for ten (10) hours of holiday pay and hours worked will be paid at time and one-half. If a holiday does not fall on a regularly-scheduled ten (10) hour work day, the employee will be paid eight (8) hours of holiday pay.

Section 2. - PERSONAL LEAVE

- A. All EMPLOYEES of this bargaining unit shall receive 40 hours of personal leave during each year of this Agreement. Personal leave days must be requested by the EMPLOYEE in writing and may be granted by the Authority. All personal leave days must be taken during the contract year or they will be forfeited by the EMPLOYEE.

- B. All EMPLOYEES returning from layoff or leave of absence and all employees entering the bargaining unit in that year shall be entitled to up to forty (40) hours in the first year as follows: one personal leave day after two months, a second personal leave day after four months, a third personal leave day after six months, a fourth personal leave day after eight months, and a fifth personal leave day after ten months, provided that a two month qualifying

period does not conclude after January 1st of any year. If the qualifying period concludes after January 1st, the EMPLOYEE shall not be credited with the personal leave day. No EMPLOYEE may be credited with more than five personal leave days in any February to January period.

ARTICLE 27

VACATION

Section 1. All EMPLOYEES in classifications covered by this Agreement as of May 20, 1982 and effective February 1, 1988, EMPLOYEES classified as Dispatcher/Inspector as of September 26, 1983 and who entered into the bargaining unit as such, shall be entitled to vacation leave as follows:

<u>NUMBER OF FULL YEARS OF SERVICE</u>	<u>HOURS OF VACATION</u>	<u>MONTHLY HOURLY ACCRUAL</u>
Less than 3 years	96	8
3 but less than 5 years	120	10
5 but less than 10 years	144	12
10 but less than 15 years	168	14
15 or more years	200	16-2/3

All individuals entering a classification covered by this Agreement after May 20, 1982 will be covered by the following vacation schedule:

<u>NUMBER OF FULL YEARS OF SERVICE</u>	<u>HOURS OF VACATION</u>	<u>MONTHLY HOURLY ACCRUAL</u>
1 year	56	4-2/3
3 years	112	9-1/3
6 years	120	10
9 years	128	10-2/3
12 years	168	14
16 years	184	15-1/3
25 years	200	16-2/3

Section 2. Vacation leave may not be granted in anticipation of future service.

Section 3. SEMTA shall list the vacation eligibility of its EMPLOYEES and at its discretion determine the number of EMPLOYEES in a classification that may be permitted off at any one time.

Section 4. When vacation periods are posted for selection, all EMPLOYEES will, in the order of their seniority, by classification, select their vacation period or leave their selection of a vacation period with an officer of the UNION or authorize some person to act on their behalf to make a selection as it becomes their turn in accordance with their seniority.

EMPLOYEES may pick the number of days they will have accrued by the month immediately preceding the month in which they schedule their vacation. Failure to select a vacation period as provided for in this section will obligate the EMPLOYEE to select any period left open after all others have selected their vacation. Failure to make such selection after the end of the vacation pick will require SEMTA to assign the EMPLOYEE'S vacation. All EMPLOYEES are required to take their vacation as picked, unless mutually agreed to by the EMPLOYEE and the EMPLOYEE'S supervisor. An EMPLOYEE can carry over unused vacation into the next year but must schedule to take the vacation in the following year.

Section 5. To be eligible for vacation as provided herein, an EMPLOYEE must have completed his/her probationary period with SEMTA. Vacation shall accrue to individual EMPLOYEES monthly and shall be computed on the basis of not less than fifteen (15) normal service days per month. Such time shall be computed from the date of employment.

The definition of a normal service day shall be as follows: a day's assigned work actually performed, an authorized holiday or personal leave day, vacation day, bereavement day, jury duty day, or a paid sick day.

Section 6. Vacation shall accrue in terms of full months only and shall be in accordance with the schedules contained in Section 1. Unused vacation will be paid an EMPLOYEE upon the EMPLOYEE'S termination, pro-rated on the ratio of months worked to the full year. Accrued vacation for new hires shall become available on the first of the month following the month from which an EMPLOYEE'S AUTHORITY seniority is computed.

ARTICLE 28

SICK LEAVE

Section 1. All EMPLOYEES who have completed sixty (60) days of continuous service may be granted sick leave. Sick leave shall accrue to individual EMPLOYEES and shall be accrued on the basis that the EMPLOYEE is paid for not less than fifteen (15) normal service days per month. Such time shall first be computed from the date of employment and thereafter from the beginning of each calendar year. Sick leave shall accrue at the rate of 5.33 hours per month and shall not exceed sixty-four (64) hours a year.

The definition of a normal service day shall be as follows: a day's assigned work actually performed, an authorized holiday or personal leave day, vacation day, bereavement day, or a jury duty day.

Section 2. Unused sick leave may be accumulated for each EMPLOYEE to a maximum of five hundred seventy-six (576) hours.

Section 3. Sick Leave Conversion: All EMPLOYEES will have the following options for conversion of excess sick leave days after reaching a maximum accumulation, as provided for in Sections 1 and 2 of this Article:

Option 1: EMPLOYEES may convert excess sick leave days to vacation days on the basis of two sick days for one vacation day.

Option 2: EMPLOYEES may cash out excess sick leave days on the basis of two sick days for one day's straight pay, payable the first pay period in December at the EMPLOYEE'S rate of pay in effect on December 1.

Section 4. Sick leave may not be granted in anticipation of future service.

A. Sick Leave:

The term sick leave shall be construed to be absence due to illness and shall also include absence due to exposure to contagious disease and attendance upon immediate members of the family within the household of the EMPLOYEE where necessary, provided that such attendance and absence shall not exceed two (2) days in any instance. Sick leave will be considered as work performed in computing overtime.

B. Notification:

An EMPLOYEE'S absence which may be charged against his/her sick leave reserve requires notification to his/her immediate supervisor prior to reporting time but in no event later than 10:00 a.m. of the first day of absence. Failure to give proper notice may be just reason for the refusal of sick leave with pay.

C. Medical Certification:

Evidence of illness must be provided by Medical Certificate or other suitable proof of all sick leave granted beyond two (2) consecutive days; provided that the granting of sick leave for not more than two (2) days without the necessity of evidence shall be discretionary with the Division Manager, and all excuses for absences shall be subject to such verification as the department head may see fit to require, including an examination by a physician selected by SEMTA.

D. Worker's Compensation:

An EMPLOYEE sustaining an injury or occupational disease arising out of and in the course of his/her employment with SEMTA shall be continued on the payroll and the EMPLOYEE'S time shall be charged to his/her sick leave reserve; provided that, where the EMPLOYEE has sick leave reserve and receives income under the Worker's Compensation Act, such income shall be supplemented by SEMTA in amounts sufficient to maintain

the EMPLOYEE'S regular salary or wage for a period not to exceed that of his/her sick leave reserve, and such reserve shall be charged for all sick leave days paid to such EMPLOYEE.

- E. Sick leave will be paid in one (1) hour increments.

- F. An EMPLOYEE who retires from SEMTA under an Authority pension plan will be paid for all accumulated sick leave days at the EMPLOYEE'S current rate of pay up to a maximum of five hundred seventy-six (576) accumulated sick leave hours.

- G. Physicians retained by the EMPLOYEE or SEMTA as required in this Article shall be members of the American Medical Association or American College of Surgeons or Osteopaths, licensed in the State of Michigan.

ARTICLE 29

LEAVES OF ABSENCE

Section 1. Members of the UNION who may be elected or appointed to any office of the UNION which requires absence from the service of SEMTA shall be granted a leave of absence without cost to SEMTA, and shall be allowed to accrue seniority to attend to the duties of such office; provided, however, that such leaves of absence shall be granted only upon written application therefor. EMPLOYEES granted such a leave of absence must apply for reinstatement during the term of this Agreement or any renewal, amendment, or extension thereof, within ten (10) working days from the date of retirement from such office.

Section 2. Leaves of absence for medical purposes may be granted without pay or benefits to a member of the UNION who has been on medical leave and has exhausted all Sick and Accident benefits and all accumulated sick days, provided such EMPLOYEE has three (3) years seniority with SEMTA and requests such leave in writing. Medical leaves may not be extended beyond 24 months from last day worked. EMPLOYEES not eligible for disability retirement will be terminated.

Section 3. Leaves of absence for purposes other than those herein above set forth may be granted without pay or benefits.

Section 4. EMPLOYEES while on leave pursuant to Section 2 or 3 above shall retain existing seniority but shall not accrue additional seniority while on leave.

Section 5. Leaves of absence shall not be taken for the purpose of seeking or obtaining other employment.

ARTICLE 30

MILITARY SERVICE AND RESERVES

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.

ARTICLE 31

EMPLOYEE BENEFITS

Section 1. SEMTA shall provide for the benefit of eligible EMPLOYEES who can qualify for same, the following group insurance plans.

	<u>2/1/87</u>	<u>2/1/88</u>	<u>2/1/89</u>
A. Life Insurance			
EMPLOYEE	\$25,000	\$27,000	\$30,000
Spouse	\$ 5,000	\$ 5,000	\$ 5,000

B. Accidental Death and Dismemberment Insurance.

EMPLOYEE	\$25,000	\$27,000	\$30,000
Spouse	\$ 5,000	\$ 5,000	\$ 5,000

C. Whenever an EMPLOYEE retires under the provisions of an Authority pension plan, SEMTA will request the life insurance company to issue a Five Thousand Dollar (\$5,000) life insurance policy to be paid for by SEMTA. The retiring EMPLOYEE, if he/she so elects, can make arrangements with the life insurance company to contract for additional insurance coverage. Insurance premiums for said additional insurance shall be paid directly to the insurance company by the retiree, at no cost to SEMTA.

D. Effective February 1, 1987: Non-occupational Sickness and Accident benefits will be provided to all EMPLOYEES, who entered the bargaining unit prior to February 1, 1987, in the amount of \$250 per week. EMPLOYEES who enter the bargaining unit on or after February 1, 1987 will be provided Sickness and Accident benefits equal to one-half of the base weekly wage, not to exceed \$250 per week.

Effective February 1, 1988: The Sickness and Accident benefit for all EMPLOYEES shall be fifty percent (50%) of the base weekly wage, not to exceed \$270 per week. EMPLOYEES classified as Dispatcher/Inspector as of January 1, 1987 will not be subject to the fifty percent (50%) provision and will continue to receive \$250 per week.

Effective February 1, 1989: The Sickness and Accident benefit for all EMPLOYEES shall be fifty percent (50%) of the base weekly wage, not to exceed \$280 per week. EMPLOYEES classified as Dispatcher/Inspector as of January 1, 1987 will not be subject to the fifty percent (50%) provision and will continue to receive \$250 per week.

Benefits will start after the first day of an accident and after the fourth day of sickness, to extend for a maximum of twenty-six (26) weeks. It is agreed that EMPLOYEES will be required to use accrued sick leave for the aforementioned wait periods. Sick leave days can be used after Sickness and Accident benefits have expired.

- E. Group disability benefits will be provided for all EMPLOYEES who are under the age of 60 and become totally disabled for a period of at least nine (9) months.

Full Life Insurance coverage will be continued for the duration of the disability. If the EMPLOYEE is permanently disabled, he/she will receive an amount not to exceed \$100 per month for a period of sixty (60) months, which amount will reduce the EMPLOYEE life insurance benefits by the amount paid to the EMPLOYEE.

F. SEMTA will make available to all EMPLOYEES, their spouses, and their children under age nineteen (19), and retirees under age sixty-five (65) who retire under a SEMTA pension plan, Michigan Variable Fee I (Comprehensive Hospital Blue Cross-MVF-1, Blue Shield) plus Master Medical or its equivalent coverage. SEMTA will also provide riders to the above coverage to include pre and post-natal care and Membership Liability (ML) for all EMPLOYEES and eligible dependents. The Blue Cross Blue/Shield coverage shall include the precertification to verify necessary treatment and mandatory second opinion cost containment programs. SEMTA agrees to pay full cost of same, with the exception of EMPLOYEES and/or their spouses age sixty-five (65) and over (see "G" below). Eligible EMPLOYEES may elect coverage under a Health Maintenance Organization (HMO) provided by the AUTHORITY in lieu of the Blue Cross/Blue Shield coverage outlined above. The AUTHORITY'S cost shall be limited to the cost of Blue Cross/Blue Shield coverage as described above.

G. SEMTA will make available Blue Cross/Blue Shield complementary coverage to all EMPLOYEES and their spouses and all EMPLOYEES who retire under a SEMTA Pension Plan, who are age sixty-five (65) and over; provided said EMPLOYEES,

their spouses, and retirees enroll for Medicare coverage (Parts A and B) at the appropriate age of 65. SEMTA will provide Blue Cross/Blue Shield coverage to a retiree's spouse provided the Authority is reimbursed for said coverage by the retiree.

- H. SEMTA will make available to all EMPLOYEES, their spouses, and all dependent children under nineteen (19) years of age, an Optical Care Insurance program selected by SEMTA. The benefits of this program shall not be less than those in effect at the time this Agreement became effective. A new EMPLOYEE must work for sixty (60) days to be eligible for this benefit.

- I. SEMTA will make available to all EMPLOYEES, their spouses, and all dependent children under nineteen (19) years of age, and retirees who retire under a SEMTA pension plan, a Prescription Drug program selected by SEMTA. Said program will provide for a Two Dollar (\$2.00) deductible per prescription. A new EMPLOYEE must work for sixty (60) days to be eligible for this benefit.

J. SEMTA will make available to all EMPLOYEES, their spouses, and all dependent children under nineteen (19) years of age, a Dental Insurance program selected by SEMTA. A new EMPLOYEE must work for six (6) months to be eligible for this benefit.

K. SEMTA will make available and all EMPLOYEES agree to become members of the Municipal Employees Retirement System, Formula C-1 under the Municipal Employees Retirement Act, State of Michigan. EMPLOYEES shall not be required to contribute to this plan.

Section 2. If any EMPLOYEE and SEMTA fails to make out the necessary Life, Sickness and Accident, or Medical forms during the specified date, SEMTA assumes no liability for any claim.

Section 3. Subject to the minimum benefits herein established, SEMTA shall not be restricted in its selection of insurance companies.

ARTICLE 32

PHYSICAL EXAMINATION

Section 1. SEMTA may require any of its EMPLOYEES to submit to a physical or psychiatric examination at such times as may be necessary and justifiable under the circumstances.

Section 2. The examining physician shall be selected by SEMTA and the cost of such examination shall be paid by SEMTA. In the event the examining physician recommends and SEMTA requires further examination by a specialist, the cost of such examination shall be paid by SEMTA.

Section 3. The results of any physical or psychiatric examination required by SEMTA will be held in strict confidence. Distribution of information contained in the report will be limited to SEMTA's Department of Human Resources and Personnel Administration and the manager in charge of the EMPLOYEE's area of responsibility and where applicable, the individual responsible for workers compensation claims.

Section 4. Should any required physical examination above provided for reveal the physical and/or mental unfitness of the EMPLOYEE involved to perform the duties for which he/she was employed, SEMTA may place such EMPLOYEE on sick leave until such time as evidence is provided that such EMPLOYEE is capable of performing his/her duties.

The EMPLOYEE shall, at the EMPLOYEE's option, have the right to have his/her case reviewed in the following manner:

- A. The EMPLOYEE may employ a licensed physician of his/her own choosing and at his/her own expense for the purpose of conducting a further physical examination for the same or recommended purpose of the physical examination made by the physician retained by SEMTA. A report of the physician chosen by the EMPLOYEE involved shall be furnished to SEMTA and in the event such findings verify the findings of the physician retained by SEMTA, no further medical review of the case shall be afforded.
- B. In the event the findings of the physician chosen by the EMPLOYEE involved shall disagree with the findings of the physician retained by SEMTA, SEMTA at the written request of the EMPLOYEE involved will ask the two physicians to jointly agree upon and appoint a third qualified, licensed and disinterested physician.

Section 5. Should any examination above provided for reveal the physical or mental unfitness caused by disease, defects or disabilities of a temporary or curable nature, any EMPLOYEE involved willing to have the cause or causes of such unfitness treated and rectified, shall in such an event, depending upon the particular circumstances of each case:

- A. Continue to work while undergoing medical treatment, if the examining physician or majority of the three examining physicians as herein above provided, certify to his/her ability to safely do so.

- B. Be taken out of service and given a sick leave for the purpose of undergoing medical treatment until such time as the examining physician or the majority of the three (3) examining physicians, as herein above provided, shall certify to his/her physical and mental fitness to perform again the duties for which he/she was employed; provided, however, such sick leave shall not extend for a period of more than two (2) years. The seniority of the EMPLOYEE involved shall be unaffected thereby. Any EMPLOYEE on sick leave because of physical or mental unfitness to perform his/her duties shall be required to supply SEMTA with a physician's report covering his/her condition at such intervals as SEMTA may establish.

ARTICLE 33

CLASSIFICATIONS AND WAGE RATES

Section 1. The classification and rate of pay for new EMPLOYEES and transferees in the classifications covered by this Agreement will be as follows:

LINEHAUL CLASSIFICATIONS	<u>2/1/87</u>	<u>10/1/87</u>	<u>2/1/88</u>	<u>2/1/89</u>
<u>Central Radio Dispatcher</u>				
Starting Rate	\$13.31	\$13.44	\$13.71	\$14.03
After One Year	\$13.53	\$13.67	\$13.94	\$14.26
<u>A.M. Dispatcher</u>				
<u>Road Supervisor</u>				
Starting Rate	\$12.59	\$12.72	\$12.97	\$13.27
After One Year	\$12.81	\$12.94	\$13.20	\$13.50
After Two Years	\$13.03	\$13.16	\$13.42	\$13.73
<u>P.M. Dispatcher</u>				
Starting Rate	\$11.89	\$12.01	\$12.25	\$12.53
After One Year	\$12.24	\$12.36	\$12.61	\$12.90
After Two Years	\$12.59	\$12.72	\$12.97	\$13.27
<u>Maintenance Supervisor/Linehaul</u>	\$13.67	\$13.81	\$14.09	\$14.41

<u>SMALL BUS CLASSIFICATIONS</u>	<u>2/1/87</u>	<u>10/1/87</u>	<u>2/1/88</u>	<u>2/1/89</u>
<u>Maintenance Supervisor/Small Bus</u>	\$12.24	\$12.36	\$12.61	\$12.90
<u>Dispatcher/Inspector Small Bus</u>				
Starting Rate	\$ 9.00	\$ 9.18	\$ 9.36	\$ 9.58
After One Year	\$ 9.94	\$10.14	\$10.34	\$10.58

Section 2. EMPLOYEES transferring to or being promoted within the bargaining unit will begin at the first year rate for their classification, provided that this rate is not less than the rate they received in their previous classification. If the beginning rate would be less, the EMPLOYEE will begin at the second year rate, unless the transfer is a demotion.

Section 3. EMPLOYEES requested to function in the capacity of Superintendent will be paid an additional \$.50 per hour while acting in that capacity.

EMPLOYEES assigned to perform the work of a higher classification within the bargaining unit will be paid an additional \$.50 per hour for the duration of the assignment or the maximum for that classification, whichever is less. Duration of assignment will not exceed fifteen (15) consecutive work days, provided that no member of that classification, within the Division, is available for that assignment.

Section 4. It is understood that should a new classification be created which is on a par with the positions of Dispatcher, Road Supervisor, or Maintenance Supervisor, SEMTA will bring that position into the bargaining unit and negotiate a rate of pay for such new classification. All other articles of this Agreement would automatically be applicable.

ARTICLE 34

OVERTIME

Section 1. SEMTA agrees to make payment at the rate of time and one-half the regular hourly rate for all work performed in excess of eight (8) hours in a work day, or ten (10) hours for a four (4)- day work week, and/or forty (40) hours worked in a work week. Such overtime must be approved in writing in advance by the EMPLOYEE'S supervisor.

Section 2. EMPLOYEES of the bargaining unit may, from time to time, be required to work in excess of their normally scheduled work week. The EMPLOYEE shall have the right if he/she so desires to refuse the overtime when called upon, provided another qualified EMPLOYEE is available and willing to work. An EMPLOYEE may be requested to work on both of his/her off days; however, this will only occur with the mutual consent of the EMPLOYEE and SEMTA.

Section 3. In assigning work to members of the bargaining unit which results in the payment of overtime, SEMTA will endeavor to allocate such work equitably among EMPLOYEES. Such assignments will, whenever possible, be distributed equally among those EMPLOYEES within a classification, within a Division.

Section 4. It is understood that vacations, paid sick days, holidays, bereavement and jury duty will be considered as time worked for the purpose of calculating overtime. However, unpaid days and leaves of absence will be excluded from the calculation of overtime.

It is further understood that holidays which fall on an EMPLOYEE'S scheduled days off will be paid at straight time and will not be included in the calculation of overtime.

ARTICLE 35

CALL IN PAY

It is understood between the parties to the Agreement that if an EMPLOYEE is requested to report to work during non-scheduled work hours, the EMPLOYEE will be guaranteed a minimum of three (3) hours pay. Payment for such time will be subject to the other provisions of this Agreement.

ARTICLE 36

SPECIAL CONFERENCES

Section 1. Special conferences for important matters including problems of health and safety will be arranged between the local UNION President and the department head or his/her designated representative upon the request of either party. Such meetings shall include no more than three (3) representatives of the UNION.

Section 2. Arrangements for such special conferences 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. Such conferences shall be held within seven (7) calendar days after the request is made.

Section 3. Conferences shall be held between the hours of 9 a.m. and 5 p.m. and may be attended by representatives of Council 25 as provided for herein.

Section 4. UNION representatives may meet at a place designated by SEMTA on SEMTA's property for not more than one hour immediately preceding a meeting with the representatives of SEMTA for which a written request has been made.

ARTICLE 37
SAVINGS CLAUSE

If any Article or Section of this Agreement 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 shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 38

DURATION, MODIFICATION AND TERMINATION OF AGREEMENT

It is agreed between SEMTA and the UNION that this Agreement will remain in effect for three (3) years commencing February 1, 1987 and shall continue in full force and effect until 11:59 p.m., January 31, 1990, and that the parties will commence negotiations for a new Agreement not more than ninety (90) days nor less than sixty (60) days prior to expiration of this Agreement by exchanging proposals and establishing dates for negotiations.

In the event that SEMTA and the UNION fail to arrive at an Agreement by January 31, 1990, this Agreement will remain in effect on a day-to-day basis.

Either party may terminate this Agreement by giving the other party written notice to take effect ten (10) days after receipt thereof by the other party, on or after January 31, 1990.

ARTICLE 39

SUCCESSOR EMPLOYER(S)

The Agreement herein contained shall inure to, and be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 5th day of March, 1987.

MICHIGAN COUNCIL 25 AND LOCAL UNION 1917 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Don Tolliver
Michigan Council 25, AFSCME

Don Tolliver, President

Richard Barnett
Nicki Carter
Nicholas Hilbert

Richard Barnett
Witness

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