

9/30/89

AGREEMENT

between the

SOUTHEASTERN MICHIGAN
TRANSPORTATION AUTHORITY

and the

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA
U.A.W. - LOCAL 417

1986 - 1989

Southeastern Michigan Transportation Authority

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LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT

BETWEEN THE

SOUTHERN BROWN WOODS
TRADE ASSOCIATION AND THE

AND THE

INTERNATIONAL UNION OF THE
WOODWORKERS AND
CABINETMAKERS
OF AMERICA

1952 - 1953

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AGREEMENT

This Agreement between the Southeastern Michigan Transportation Authority, its successors or assignees, hereinafter referred to as the "AUTHORITY" and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and its Local 417, hereinafter referred to as the "UNION."

WITNESSETH:

That in consideration of the Agreement herein set forth, the AUTHORITY and the UNION, considering their mutual interests and their desire to stabilize employment, promote orderly and peaceful labor relations, and to secure closer cooperation between the AUTHORITY and its EMPLOYEES, promise and agree that:

ARTICLE 1
RECOGNITION

Section 1. The AUTHORITY recognizes the UNION as the designated and exclusive bargaining representative with respect to wages, hours and other terms and conditions of employment for all Maintenance EMPLOYEES of the AUTHORITY.

Section 2. This Agreement shall be binding upon both parties and shall apply and be extended to the Maintenance EMPLOYEES covered under this AGREEMENT transferred to other terminals due to the relocation of current facilities, by construction or lease of new facilities for use by the AUTHORITY. This section shall specifically exempt EMPLOYEE(s) acquired by means of acquisitions and who are covered by an existing labor agreement.

ARTICLE 2

CHECK-OFF OF DUES OR SERVICE CHARGE

Section 1. Deductions. The AUTHORITY agrees to deduct, as dues, or service fee, from the pay of each EMPLOYEE(s) from whom it receives an authorization to do so, the required amount for the payment of such service fees or UNION dues. Such sums, accompanied by a list of EMPLOYEE(s) who had authorized such deduction and from whom no deductions were made and the reasons therefore, shall be forwarded to the UNION office by the 25th of the month in which the deduction is made. The deduction shall be made on the second pay period of each month.

Section 2. Notification. The AUTHORITY will notify the Financial Secretary of the Local UNION of new EMPLOYEE(s)' addresses and Social Security Numbers and date of hire. The AUTHORITY will notify the Financial Secretary of the Local UNION the date an EMPLOYEE(s) is laid off, discharged, quit or cleared for other reasons such as leave of absence. The AUTHORITY will notify the Financial Secretary of the Local UNION the date an EMPLOYEE(s) is recalled, returned from a leave or rehired, and of all address changes.

SECTION 3. Form. During the term of this Agreement, the form furnished by the UNION and approved by the AUTHORITY as of the date of this agreement shall be used by the EMPLOYEE(s) for the purpose of "Check Off Authorization."

ARTICLE 3
UNION SECURITY

SECTION 1.

A. Agency Shop. EMPLOYEE(s) covered by this Agreement who are not members of the UNION at the time this Agreement becomes effective, unless in conflict with the law or other provisions of this Agreement, shall be required as a condition of continued employment to join the UNION or pay an amount equal to the regular monthly UNION dues to the Local UNION for the service and administration of this contract for the duration of this Agreement.

B. EMPLOYEE(s) covered by this Agreement who are not members of the UNION at the time they are hired, rehired, reinstated or transferred into the bargaining unit after the effective date of the Agreement shall be required as a condition of continued employment to join the UNION or pay an amount equal to the regular monthly UNION dues to the Local UNION for the service and administration of this contract for the duration of this Agreement after 30 calendar days of hire, rehire, reinstatement or transfer into the bargaining unit.

C. An EMPLOYEE who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining

membership, or an EMPLOYEE who pays the equivalent of dues as a service fee, shall be deemed to meet the conditions of this Section.

Section 2. Termination penalty for Delinquency in Paying Dues or Service Fee. Any EMPLOYEE who is more than 60 days in arrears in payment of the required membership dues or service fee shall be terminated under Section 1 of this ARTICLE unless:

A. The UNION first has notified the EMPLOYEE by certified mail, explaining that he/she is delinquent in not tendering either periodic and uniformly required UNION dues or the service charge in an amount equivalent to periodic and uniformly required UNION dues, and specifying the 60 day delinquency, and warning him/her that unless such dues or service fee is tendered within 30 calendar days, he/she will be reported to the AUTHORITY for termination as provided in this ARTICLE.

B. The UNION has furnished the AUTHORITY with written proof that the procedure of Section 2(A) of this Article has been followed or has supplied the AUTHORITY with a copy of the letter sent to the EMPLOYEE and notice that he/she has not complied with the request. The UNION must specify further, when requesting the AUTHORITY to terminate the EMPLOYEE, the following by written notice: "The UNION

indicated that (name).....has failed to tender either the periodic and uniformly required UNION dues or service fee required as a condition of employment under the collective bargaining Agreement, and that under the terms of the Agreement, the AUTHORITY shall terminate the EMPLOYEE."

Section 3. Provisions for Payment. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. Such money is to be paid within ten days of the end of the month in which it was collected. Neither AUTHORITY nor any of the officers and EMPLOYEE(S) will be liable for any delay in carrying out such deductions, and upon forwarded a check in payment of such deductions by mail to the assignee's last known address, AUTHORITY and its officers and EMPLOYEE(S) shall be released from all liability to the EMPLOYEE(S)-assignors and to the assignees under such assignments.

Section 4. Invalidation. 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 and State Law or shall be renegotiated for the purposes of adequate replacement.

Section 5. Membership. Membership in the UNION is not compulsory. Regular EMPLOYEE(S) have the right to join, not

join, or maintain their membership in the UNION as they see fit. Neither party shall exert any pressure on or discriminate against an EMPLOYEE as regards such matters.

Section 6. Representation. Membership in the UNION is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The UNION is required, under this Agreement, to represent all of the EMPLOYEES in the bargaining unit fairly and equally without regard to whether or not an EMPLOYEE is a member of a UNION. The terms of this Agreement have been made for all EMPLOYEES in the bargaining unit and not only for members in the UNION.

Section 7. Indemnification. The UNION shall indemnify and save the AUTHORITY harmless against any and all claims, demands, suits or other forms of liability arising out of this Article.

ARTICLE 4
NEGOTIATIONS

Section 1.

A. Designated Officers. All business coming within the scope of this Agreement shall be transacted between the properly accredited officers or designated official or officials of the AUTHORITY and the regular elected officers of the UNION or duly accredited committee thereof. The duly accredited chairperson, committeepersons, and stewards of the Local UNION shall be EMPLOYEE(S) of the AUTHORITY coming within the scope of this Agreement. The UNION agrees to furnish the AUTHORITY in writing, a list of all officers, committees, stewards, etc., and notify the AUTHORITY in writing of all changes.

B. The AUTHORITY agrees to meet with the duly accredited officers and the committee of the UNION on all questions relating to wages, hours and working conditions, as provided in the terms of this Agreement.

Section 2. The AUTHORITY agrees to supply the membership with photocopies of the Agreement within sixty (60) days of the signing of the Agreement.

ARTICLE 5

UNION REPRESENTATION

Section 1. UNION Representatives. For the purpose of representation and collective bargaining, the EMPLOYEES shall be represented by one chairperson for the entire bargaining unit and one committeeperson for each Division. The EMPLOYEES may also be represented at each Division by one steward on each shift when there is a foreman in charge of the shift, and the stewards start times shall coincide with the times of the shifts they represent to provide continuous representation. The parties mutually agree that major changes to either personnel or facilities will necessitate review and adjustment of representation.

Section 2. Alternate Representatives. It is agreed that the UNION is entitled to representation at all times, and in the absence of an elected committeeperson, the chairperson is empowered to appoint an alternate committeeperson who is to function in the place of the absent elected committeeperson. The UNION will advise the AUTHORITY in writing of such appointment.

Section 3. Facilities. UNION representatives shall have the use of the AUTHORITY's telephone for activities concerning rates of pay, wages, hours of employment, and other conditions of employment. A space to maintain files shall be available at all locations and an office shall be provided at Macomb, Oakland and

Wayne terminals and shared office space at other locations as is the current practice.

Section 4.

A. UNION Business Time. Each UNION representative will be paid during his/her normal working hours his/her regular straight time hourly rate of pay while filing, investigating or processing a grievance within the AUTHORITY's premises where he/she is assigned. Each UNION representative, when possible will give 24 hours notification to the appropriate supervisor when requesting time off for union business.

B. When an EMPLOYEE on the afternoon or midnight shift is elected to chairperson or committeeperson, he/she shall be transferred to the day shift in his/her same job classification displacing the lowest bargaining unit seniority EMPLOYEE in the classifications of Mechanic Helper, Utility, Stock Person, Coach Service Attendant and Cleaner-Washer and classification seniority for Mechanic Leader, Mechanic and Assistant Mechanic. The displaced EMPLOYEE shall move to the position formerly held by the UNION officer. However, it is understood that should the AUTHORITY not have a position in the UNION officer's classification on the day shift, no such movement shall occur. In that event, the chairperson or committeeperson

will be paid his/her regular straight time hourly rate of pay for filing, investigating or processing a grievance during day shift hours within the AUTHORITY's premises where he/she is assigned. In the event he/she is required by the AUTHORITY to work his/her normal shift, the appropriate overtime rate will apply to excess hours.

Section 5. International and Local Representatives.

International and Local representatives of the UNION or other officials of the AUTHORITY may be called in by the Division Committee (as defined in Article 7, Section 3-D) or by the AUTHORITY at any meeting between the parties. Should a grievance or dispute arise involving EMPLOYEE(S) in a whole Division or more, such grievance may be referred directly to the Division committee and the AUTHORITY. The representative of the International UNION, the local President or his/her designee and/or the chairperson of the bargaining committee may, with the permission of the Supervisor, visit the terminal for the purpose of investigating grievances at any stage of the grievance procedure, and such permission shall not be unreasonably denied. The International and/or Local representative(s) of the UNION may confer with UNION officials or stewards at reasonable times and places designated by the AUTHORITY.

Section 6. Elections. Upon written notice to the Manager of Maintenance, the UNION may hold elections on the AUTHORITY's premises. The holding of elections shall not interfere with the service.

Section 7. The AUTHORITY will provide one locking bulletin board at each location for the use of the UNION. The AUTHORITY agrees to give copies of all notices posted to the Committee in each division and the UNION agrees to give copies of all notices posted to the AUTHORITY.

ARTICLE 6

DISCIPLINE

Section 1. Disciplinary action charges on the personnel record of an EMPLOYEE(s) covering tardiness and/or absenteeism shall expire after a period of one year and covering all other infractions after a period of two years from date of offense in the event that no subsequent similar disciplinary action has been charged to such record.

Section 2. The AUTHORITY shall not hold an employee on indefinite suspension for a period exceeding 14 calendar days. The 14 day period may be extended by mutual agreement of the UNION and the AUTHORITY.

ARTICLE 7

GRIEVANCE AND GRIEVANCE PROCEDURE

Section 1.

A. General. Charges made by the AUTHORITY against an EMPLOYEE for violation of its rules or other offenses shall be presented to the EMPLOYEE and the UNION within ten days from the date the offense becomes known to the AUTHORITY; provided, however, criminal violations or offenses including theft, misappropriation of AUTHORITY funds or willful and malicious destruction of AUTHORITY property shall be presented in writing to the EMPLOYEE and the UNION within 60 days after any violation or offense has been made known to the official or officials of the AUTHORITY or their designee.

B. Should a difference arise between the AUTHORITY and the UNION as to the meaning of any of the terms of this Agreement, or should the UNION feel that in the application of the terms of this Agreement, an EMPLOYEE(S) has been treated unjustly, or in the event a difference arises with respect to wages, hours or other conditions of employment coming within the scope of this Agreement, any grievance with respect thereto shall be filed within ten days from the date of the incident giving rise to the grievance, or the incident has been made known to the UNION. The AUTHORITY

will then meet with the duly accredited officers or duly accredited committee of the UNION as hereafter provided.

Section 2. Any grievance involving the suspension of an EMPLOYEE shall start at Step Two. Any grievance involving the health and safety, or the discharge of an EMPLOYEE, or, as applied to a class of EMPLOYEES, the interpretation of the terms of this Agreement, shall be given priority attention and shall start with Step Three.

Section 3.

A. The procedure for handling and settling of a grievance shall be as set out in the following steps. For the purposes of the grievance and arbitration procedure, the time periods mentioned shall commence on the day following the day on which the grievance is presented or a response is given. Time limits shall not include Saturdays, Sundays or Holidays specified in Article 26 (Holidays - Personal Leave Days) and holidays observed by the Authority's Central Office Staff.

B. **STEP ONE.** By informal conference between the aggrieved EMPLOYEE(S), the Steward, or both, and the Supervisor. (If the EMPLOYEE(S) requests the Steward to be at the informal conference, the Supervisor shall get the Steward

immediately.) If the Steward deems the EMPLOYEE(S) to have a grievance, the Steward will attempt to verbally resolve the grievance with the Supervisor. If the Steward and the Supervisor cannot arrive at a mutually satisfactory settlement, the grievance shall be reduced to writing within two days, and two copies given to the Supervisor. The Supervisor shall give a disposition in writing to the Steward within two days thereafter on one copy.

C. STEP TWO. If no settlement is reached in Step One above, such grievance with the signed written answer of the Supervisor may be appealed by the committeeperson and/or Steward to the Superintendent of Maintenance and/or Supervisor of the respective Division within two days. Within two days, the Superintendent and/or Supervisor shall meet with the committeeperson and/or Steward and reply in writing to the committeeperson within two days.

D. STEP THREE. If no settlement is reached in Step Two, the matter may be appealed in writing within five days to the next meeting of the Division committee which will be held at least weekly if there are grievances. The Division committee shall include the chairperson, committeeperson and the Superintendent of Maintenance, the Division Manager or other designees. If a mutually satisfactory settlement cannot be reached at the Division committee meeting, the

Division Manager shall give the chairperson his/her answer in writing within five days.

E. STEP FOUR. If no settlement is reached at Step Three, the grievance may be appealed in writing to the official(s) designated by the AUTHORITY for further consideration within five days after receipt of the Step Three response. The official(s) of the AUTHORITY shall schedule a meeting with the UNION committee within ten days after receipt of the grievance from the UNION. Any grievance appealed at this step shall be answered in writing within ten days after said meeting with the UNION. If the grievance is not settled and if arbitration has not been demanded by the UNION, such grievance shall be forever barred and extinguished.

Section 4.

A. Arbitration and Arbitration Procedure. In the event the Fourth Step fails to settle the grievance, the UNION may request in writing, within 20 days of the date of the reply in Step Four, the grievance be submitted to arbitration as follows:

B. The arbitrator shall be a person mutually agreed to by both the AUTHORITY and the UNION. In the event the parties have not agreed upon an arbitrator within ten days after the demand for arbitration is made, 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.

C. In the event of a refusal of either party to submit or to appear at the arbitration hearing, the arbitrator shall have the jurisdiction to proceed ex parte and make an award. It is agreed that the arbitrator shall render his/her decision within 30 days.

Section 5.

A. Powers of the Arbitrator. It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the terms and provisions of this Agreement.

B. He/she shall have no power to add to or subtract from, alter or modify any of the terms of the Agreement.

C. He/she shall have no power to change established wage scales or to require the AUTHORITY to purchase buildings, equipment or material, except for normal equipment and materials necessary for the safety of EMPLOYEES.

D. The arbitrator's decision shall be final and binding on the UNION, its members, the EMPLOYEE(S) involved, and the AUTHORITY. The UNION shall encourage all of its members to abide by the decision of the arbitrator.

E. The Chairperson will receive his/her straight-time hourly rate of pay for actual time spent during an arbitration hearing, not to exceed 8 hours per hearing.

F. The fees and expenses of an arbitrator shall be shared equally by the AUTHORITY and the UNION. All other expenses shall be borne by the party incurring the expenses, and neither party shall be responsible for the expense of witnesses called by the other.

G. Claims for back pay. The AUTHORITY shall not be required to pay back wages more than five calendar days prior to the date a written grievance is filed; provided, however, that in the case of a pay shortage of which the EMPLOYEE could not have been aware before receiving his/her pay, adjustments may be made retroactive to the beginning of

the pay period covered by such pay, if the EMPLOYEE filed his/her grievance within five calendar days after receipt of such pay.

1. All claims for back wages shall be limited to the amount of wages that the EMPLOYEE would otherwise have earned less compensation, if any, earned elsewhere during the period in question, when such compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been earned otherwise.

2. No decision in any one case shall require a retroactive wage adjustment in any other case unless otherwise agreed upon by the parties.

H. The arbitrator shall have no power or authority to pass on the merits of a grievance which involves, to a substantial degree, the claim by the grievant that the discipline imposed upon him/her resulted from or involved any discriminatory motivations which are prohibited by state and federal statutes or constitutions, but agree that issues relating thereto shall be resolved, if the grievant chooses to so raise them, in the courts or appropriate governmental agencies. The grievant shall, however, raise such issues through the grievance process short of arbitration and shall

ARTICLE 8

STRIKES AND LOCK-OUT

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 the AUTHORITY for any issue which this Agreement provides a means of settling.

Section 2. The UNION shall not be liable for any wildcat strike or 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 be obligated to make every reasonable effort to promptly remove any such illegal picket lines in order that the AUTHORITY's service may be continued without interruption. It is agreed between the parties that individual EMPLOYEES violating Section 1 of this Article subject themselves to immediate dismissal.

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. EMPLOYEES shall immediately contact his/her Supervisor to advise him/her of the picket line and receive instructions. The AUTHORITY shall

set forth any such claims in the grievance, if he/she believes such claims are warranted.

Section 6. Any grievance settled prior to Step Four shall not be construed as precedent setting or constituting an AUTHORITY policy or practice.

Section 7. Time Limit. Any grievance not advanced to the next step by the UNION within the time limit in that step, or if no time limit is specified, within five days, shall be deemed settled. If the AUTHORITY fails to act within the time limitations as set forth in any step of the grievance procedure, the grievance will be deemed granted by the AUTHORITY. However, it is agreed that time limits may be extended by mutual agreement.

Section 8. Suspensions and Discharges. No EMPLOYEE shall be considered as officially suspended or discharged until he/she has received a written notice of the action with reason. The EMPLOYEE shall have an opportunity to meet with his/her Committeeperson. A grievance protesting a suspension, which turns into a discharge, shall apply to the discharge as well.

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not be required to pay the wages of EMPLOYEES who refuse to report for and be willing to work.

ARTICLE 9

SENIORITY

Section 1.

A. Definitions. General Seniority of all EMPLOYEES covered by this Agreement shall be determined by the length of continuous service with the AUTHORITY and its predecessors.

B. The Bargaining Unit Seniority of all EMPLOYEES covered by this Agreement shall be defined as the date of entry to a position covered by this Agreement.

C. Seniority of EMPLOYEES in the classifications of Mechanic Leader, Mechanic and Assistant Mechanic shall be defined as the date of entry into these classifications, or total length of service in all of these classifications, whichever is the least.

D. Division Seniority of all EMPLOYEES shall be defined as the total length of service at a Division.

1. Division Seniority shall be used to choose vacations on a Division by Division basis, and an EMPLOYEE transferring in mid-year shall be administratively assigned a vacation and shift.

E. Classification Seniority of EMPLOYEES shall be defined as date of entry into a classification.

F. In the case of a tie on any of the above defined seniorities, the issues shall be settled by referring first to General Seniority, or if necessary to the date and time of application.

Section 2. Job descriptions for all classifications are contained in Appendix A.

Section 3.

A. Probation. The term "Probationary Employee" shall refer to newly-hired persons serving a probationary period, and the term "Seniority Employee" shall refer to permanent EMPLOYEE(S) who have successfully completed said probationary period.

B. 1. New EMPLOYEES will be regarded as probationary EMPLOYEES during the first 90 days of their employment after which time, if they are retained in the employ of the AUTHORITY, they will be placed on the seniority list. Such probationary period shall constitute a trial period to judge the ability, competency, fitness and other qualifications of new EMPLOYEES to do the

work for which they were employed; such other qualifications may include attitude, attendance, punctuality and reliability.

2. During such probationary period, the UNION may file a grievance on behalf of an EMPLOYEE except for reasons stated in (1.) above.

3. If an EMPLOYEE is unavailable for scheduled work during his/her probationary period, the AUTHORITY may extend the EMPLOYEE'S probationary period for a number of days equal to the scheduled work days the EMPLOYEE is unavailable for work.

Section 4. Seniority List. The AUTHORITY agrees to supply the UNION with a quarterly up-to-date seniority list.

Section 5. Union Officer Seniority. The Local UNION'S President; the Local UNION'S Financial Secretary; the Chairperson; the Committee; and the Stewards, provided they are EMPLOYEES of the AUTHORITY, within the jurisdiction of their shift and Division, shall head the seniority list during the terms of their office for purposes of layoff and recall only, and shall not be transferred outside their area of jurisdiction and shall take their regular place on the seniority list when their terms of office expire.

Section 6. Breaking Seniority. An EMPLOYEE'S seniority shall be broken for the following reasons:

- A. If the EMPLOYEE voluntarily quits his/her job.
- B. If the EMPLOYEE is discharged and not reinstated under the grievance procedure.
- C. If the EMPLOYEE is absent for three of his/her consecutively scheduled work days without properly notifying the AUTHORITY. In case of emergency, exceptions may be made by the AUTHORITY.
- D. If an EMPLOYEE fails to return to work from layoff within three days after being notified to report for work and does not give a satisfactory reason. Such laid-off EMPLOYEES upon being called back to work, must be able to meet the physical and work performance qualifications required of other EMPLOYEES doing the same or similar type of work under the then existing employment standards of the AUTHORITY.

Section 7. Frozen Seniority. Any EMPLOYEE who may be promoted to a supervisory position or to another position outside the bargaining unit, shall retain seniority which has accumulated while in the bargaining unit, but shall not acquire any seniority

during the time that he/she works as a supervisor or on a job outside the bargaining unit.

Section 8. A laid off EMPLOYEE shall be eligible for recall for a period of time equal to his/her General Seniority or 24 months from the time of layoff, whichever is greater.

ARTICLE 10

LAYOFF AND RECALL

Section 1. The AUTHORITY agrees to give the UNION at least 24 hours written notice of any layoff of EMPLOYEES unless prevented by a condition which is beyond the control of the AUTHORITY.

Section 2.

A. Procedures for Mechanic Leader, Mechanic and Assistant Mechanic Layoffs and Displacements: Whenever a layoff or displacement occurs, classification seniority as defined in Article 9, Section 1-E shall apply and the EMPLOYEE in the classification affected shall have the right by choice to displace the least classification seniority EMPLOYEE within his/her classification within the Authority or to displace the lowest seniority EMPLOYEE in the next lower classification, as defined in Article 9 Section 1-C, within the Division, provided his/her seniority warrants him/her doing so. Failing to qualify to displace a Mechanic Leader, Mechanic or Assistant Mechanic, the EMPLOYEE shall have the right, by choice, to displace the lowest bargaining unit seniority EMPLOYEE in the next lower classification within the Division, wherever his/her bargaining unit seniority warrants him/her doing so.

B. Layoff and Displacement Procedures for All Other Classifications: Whenever a layoff or displacement occurs affecting those EMPLOYEES not covered by Section 2A above, bargaining unit seniority shall apply and the EMPLOYEE in the classification affected shall have the right, by choice, to displace the least bargaining unit EMPLOYEE within his/her classification within the AUTHORITY or to displace the lowest bargaining unit seniority EMPLOYEE in the next lower classification within the Division, provided his/her bargaining unit seniority warrants him/her doing so.

Failing to qualify, the EMPLOYEE shall have the right by choice, to displace the lowest bargaining unit seniority EMPLOYEE in the next lower classification within the Division and continue to do so throughout the remaining lower classifications within the Division as his/her seniority permits. Failing to qualify to hold a position within the Division, EMPLOYEES may elect to take a preferred layoff or displace the lowest bargaining unit EMPLOYEE within lowest classification within the AUTHORITY.

C. In exercising the displacements in (A) and (B) above, an EMPLOYEE must be fully qualified to perform the work of the classification into which he/she is moving or else be

displaced to the next lower classification for which he/she is qualified and as appropriate seniority permits.

D. It is understood that, in applying this provision, Small Bus EMPLOYEES' seniority shall be separate and distinct from Linehaul Employees' seniority for purposes of layoff, displacement, and recall.

Section 3. Probationary Employees. In a layoff, all probationary EMPLOYEES who do not have sufficient seniority to hold a position shall be laid off and will be recalled before new EMPLOYEES are hired. Recall eligibility for probationary EMPLOYEES will not exceed one year from date of layoff.

Section 4. An EMPLOYEE who does not wish to displace another EMPLOYEE in a lower classification shall be permitted to take a preferred layoff in his/her own classification. Said EMPLOYEE shall be recalled to work from the preferred layoff in his/her proper seniority order in the classification from which he/she took the preferred layoff. In cases where EMPLOYEES have taken such a preferred layoff, no other EMPLOYEE shall be permitted to replace these EMPLOYEES unless they have been notified to return to work and have failed to do so as outlined in ARTICLE 9, Section 6, Paragraph D, of this Agreement. When an EMPLOYEE receives a preferred layoff, he/she cannot change his/her mind

later, but must wait until there is work in the classification from which he/she received the preferred layoff.

Section 5. In the event that an entire Division closes down, an EMPLOYEE at that Division may displace the EMPLOYEE in the same classification in the AUTHORITY with the least seniority as specified in Section 2 of this ARTICLE. That displaced EMPLOYEE may use the appropriate displacement procedure outlined in Section 2 above to remain within his/her Division.

Section 6. EMPLOYEES to be laid off due to lack of work from any Division covered by this Agreement shall be offered a transfer to another Division covered by this Agreement if there is a job open or before new EMPLOYEES may be hired. An EMPLOYEE offered such a transfer under this provision must be capable of performing the service required. It is also understood that if an EMPLOYEE accepts a job other than his/her own of a lower pay classification under these conditions, he/she shall be given the top rate of such job according to his/her seniority. When accepting such a job, it is understood that when the regular job from which the EMPLOYEE was laid off is available, he/she will be given the option to immediately transfer back to the regular job or to remain in his/her current job. Such option and waiver of classification seniority must be submitted in writing to the AUTHORITY.

Section 7. The reverse order of the above layoff procedures shall be applied to recalls.

Section 8. When EMPLOYEES are recalled to work, notices will be sent by Certified U.S. Mail, Return Receipt Requested, or by mailgram/telegram, to the address on file with the AUTHORITY. It is the sole responsibility of each EMPLOYEE to notify his/her Division Manager or Office Supervisor in writing of any change(s) in address and/or telephone number within three days of the change(s).

Section 9. The period of time an EMPLOYEE is laid off as provided herein shall not be considered or construed as time worked or as service with the AUTHORITY for the purpose of accruing vacation days, sick days or wage progression. However, said EMPLOYEE so laid off shall otherwise retain and accumulate his/her seniority.

Section 10. The period of time an EMPLOYEE is displaced from Mechanic Leader, Mechanic or Assistant Mechanic classifications to any other classification as provided herein shall not be considered as time worked for the purpose of accruing wage progression in the classification from which he/she was displaced.

ARTICLE 11

ASSIGNMENT OF WORK

Section 1. It is the policy of the AUTHORITY in accordance with its maintenance needs, to use its EMPLOYEES on work for which they are best qualified, reserving to the AUTHORITY the right to judge qualifications and to assign its EMPLOYEES to such work as it may deem necessary.

Section 2. The EMPLOYEES may not refuse a work assignment and will perform all work assignments to the best of their ability and endeavor to acquire all knowledge possible to better enable them to perform their assignment well and efficiently.

Section 3. The AUTHORITY shall determine how many of its EMPLOYEES are needed in each of its classifications on each of its work shifts, including the days off, at each of its Divisions. EMPLOYEES shall be permitted to select their vacations in accordance with Division Seniority. When an EMPLOYEE is temporarily used in work paying a higher rate than his/her regular rate, he/she shall receive the higher rate for such work, provided the accumulated time used in such work during an eight hour shift is one hour or more. When an EMPLOYEE is temporarily used in work paying a rate lower than his/her regular rate, he/she shall receive his/her regular rate of pay.

Section 4.

A. Work week and shift time. The work week at linehaul terminals shall consist of five days of eight hours each. The day shift shall be designated as Shift No. 1 and EMPLOYEES assigned to this shift shall have start times between 6:00 a.m. and 9:00 a.m. The afternoon shift shall be designated as Shift No. 2 and EMPLOYEES assigned to this shift shall have start times between 3:00 p.m. and 6:00 p.m. The midnight shift shall be designated as Shift No. 3 and EMPLOYEES assigned to this shift shall have start times between 9:00 p.m. and midnight. The work week shall start with the first shift on Monday and end with the completion of the last shift starting on Sunday. The AUTHORITY may start no more than one person per shift outside the stated start times above. However, the start times of the service crew EMPLOYEES shall be between 6:00 p.m. and 10:00 p.m.

B. The work week at small bus terminals shall be as in 4A above, except that the shift start times shall be 4:00 a.m. to 8:00 a.m. and 1:00 p.m. to 5:00 p.m. for shift numbers 1 and 2 respectively, and these shift start times shall apply to all EMPLOYEES. The AUTHORITY may start no more than one person per shift outside the stated start times above.

Section 5. Changes. The scheduled days and hours of EMPLOYEES shall be posted and assignments will be in accordance with Seniority as defined in ARTICLE 9. Scheduled days and hours shall not be changed without at least 24 hours prior notice for the first change in any 30 day period and not less than 48 hours prior notice for any additional change. However, no changes shall be made to cover holidays.

A. Shift preference shall be on the basis of Classification Seniority within the classification within the Division. It is understood that certain conditions may exist within the Division where the efficiency of the operations may be affected by shift preference. In this case, any dispute shall be subject to discussion by the local committee and the AUTHORITY. Such changes may be made by an individual EMPLOYEE not more than twice in any 12 month period. All changes must be submitted to the AUTHORITY in writing.

Section 6. After the schedule of days and hours is posted, EMPLOYEES shall not be required to take time off or change their days off in order to prevent the paying of overtime. It is understood and agreed that for the good of the service, safety of operations, and care of equipment, all maintenance work may be performed on a seven day per week basis.

Section 7. The break periods as now provided in each division will continue. EMPLOYEES will not be permitted to have refreshments or food, or to loiter, other than during these periods. The AUTHORITY will allow a ten minute wash-up time before an EMPLOYEE's lunch period and a ten minute period for putting away his/her tools and personal wash-up before the end of the shift. The lunch period shall not exceed 30 minutes and shall be unpaid.

Section 8. Supervisory EMPLOYEES shall not be permitted to perform work on any hourly rated jobs except in the following types of situations: A) In emergencies when regular EMPLOYEES are not immediately available; B) In the instruction or training of EMPLOYEES; and C) In the performance of necessary work when difficulties are encountered on a job.

ARTICLE 12

TEMPORARY TRANSFERS

Section 1. When the AUTHORITY shall determine that a temporary transfer is necessary to perform the maintenance requirements of the AUTHORITY, any Maintenance EMPLOYEE affected by such change of shift or assignment shall be notified in sufficient time as to avoid loss of time. An EMPLOYEE so temporarily transferred shall, when required by the AUTHORITY, accept the days off of the shift or assignment to which he/she was transferred. Division Seniority and qualifications will be taken into consideration prior to making temporary assignments.

Section 2.

A. An EMPLOYEE whose work assignment has been transferred to another Division/terminal shall be paid as follows.

B. Mileage will be paid to such transferred EMPLOYEE at the AUTHORITY rates in effect at the time of the transfer for round trip mileage between his/her home or regular Division/terminal and the new Division/terminal, whichever is less, unless the AUTHORITY provides transportation from the home Division/terminal to the new Division/terminal.

C. EMPLOYEES may be temporarily transferred for training purposes not to exceed 60 calendar days in any 12 month period without the payment of the mileage.

Section 3. Temporary transfers shall not exceed 90 days for any one EMPLOYEE in any 12 month period.

Section 4. Where EMPLOYEES are transferred from one classification to another for the convenience of the AUTHORITY, the Committeeperson shall be notified before the transfer is made.

ARTICLE 13

VACANCIES AND PROMOTIONS

Section 1. When vacancies or new positions are created, EMPLOYEES shall be notified by a job posting which shall be posted on the main bulletin board for at least five days, with a copy of the posting furnished to the UNION. Interested EMPLOYEES shall apply for the posted vacancy by submitting an Internal Job Bid Application to the Department of Human Resources and Personnel Administration in accordance with Authority policy and procedure or by Certified Mail, Return Receipt Requested, within the aforementioned five day period. The EMPLOYEE bidding for the position and having the greatest experience, ability, and merit, provided that the EMPLOYEE meets all the AUTHORITY's requirements and qualifications for the job position(s) as described in this Agreement, shall receive the position. If two or more EMPLOYEES have relatively equal experience, ability and merit, and the EMPLOYEES meet all the AUTHORITY's requirements as described in this Agreement, bargaining unit seniority shall prevail.

Section 2. An EMPLOYEE assigned or promoted to a new position shall serve a probationary period of up to 120 days to demonstrate his/her qualifications. During said probationary period, the EMPLOYEE shall be evaluated and progress noted and reviewed with the UNION representative each 30 day period. If a progress report indicates unsatisfactory performance and/or the EMPLOYEE fails to demonstrate his/her qualifications for the position, the EMPLOYEE shall revert to his/her former position

without loss of seniority. An EMPLOYEE successfully completing the probationary period will be evaluated and reviewed with the Union Representative every 90 days until he/she has successfully completed his/her training.

Section 3. When the AUTHORITY indicates a desire to permanently assign an EMPLOYEE to a classification carrying a lower wage rate, the AUTHORITY agrees to meet and review said reassignment with the UNION. The EMPLOYEE so reassigned shall receive the wage rate applicable to such classification as he/she may be assigned, provided that said EMPLOYEE shall not be deprived the progression wage scale attained by any EMPLOYEE so assigned, transferred or demoted at the time of said transfer.

Section 4. When the AUTHORITY shall have permanently assigned any maintenance EMPLOYEE, the UNION shall be notified in writing of the AUTHORITY's actions.

Section 5. An EMPLOYEE desiring to transfer from one Division to another Division according to bargaining unit seniority may do so when an opening is available and all considerations for promotion from within the Division in question have been exhausted.

ARTICLE 14

TRAINING

Section 1.

A. **ASSISTANT MECHANIC.** It is understood from a practical standpoint in working Assistant Mechanics, each EMPLOYEE so classified may be called upon to do any of the functions listed in this Agreement under the Assistant Mechanic classification and/or other related assistant mechanical duties in which the AUTHORITY feels he/she is capable of performing with a minimum amount of supervision.

B. An Assistant Mechanic may advance to Mechanic after having successfully completed training as an assistant of up to four years, and proven that he/she is qualified for such advancement.

C. During the training period, the AUTHORITY will insure that the EMPLOYEE will be allowed to attend various related factory sponsored schools, in-house training classes, various college courses that the AUTHORITY feels are necessary, and will be given proper instructions on the job concerning all related work.

D. The AUTHORITY will reimburse the Assistant Mechanic for tuition and books on classes that are approved by the AUTHORITY if the EMPLOYEE obtains a grade of C or better.

Section 2.

A. **MECHANIC HELPER.** It is understood that Mechanic Helpers will spend time in training which may include formal courses, seminars, formal training, on-the-job training, specific teaching and guidance. For formal on-the-job training purposes, no more than three Mechanic Helpers will be assigned to any EMPLOYEE of a higher classification at any time. It is understood that normally Mechanics, Mechanic Leaders, or Supervisors will be assigned for such training purposes. It is recognized, however, that in certain instances Assistant Mechanics may be used in on-the-job training. It is recognized that some of the assignments will be designed to increase the Mechanic Helper's level of expertise, as well as accomplish needed work required as part of the AUTHORITY's maintenance effort.

B. A Mechanic Helper may advance to Assistant Mechanic after having successfully completed a minimum of two years experience and training as a Helper, and proven that he/she is qualified for such advancement; however, previous mechanic experience, certification, technical training or schooling as evidenced by appropriate documentation may be used in determining qualifications for advancement or adjusting the training period.

C. As a necessary part of the Mechanic Helper's development, he/she shall complete such courses as prescribed by the AUTHORITY. Failure to complete these courses will result in the EMPLOYEE being returned to his/her former classification or demoted. The AUTHORITY will reimburse the EMPLOYEE for tuition and books for each of the needed courses taken and passed with a grade of C or better; documentation shall be furnished to verify passing of the courses.

D. In the event that the Mechanic Helper feels he/she is not receiving the proper training, and/or cannot complete any given assignment, it is his/her sole responsibility to immediately bring this to the attention of his/her Supervisor.

Section 3. It is understood that training on new equipment will be made available first to Mechanic Leaders and Mechanics, and then to Assistant Mechanics, and subsequently to Mechanic Helpers, wherever possible.

Section 4. Training Committee. There shall be established a Training Committee composed jointly of up to four UNION officials and up to four management representatives, charged with developing and monitoring the AUTHORITY's maintenance Training Program. The people who make up the Committee will serve on the

Committee a minimum of one year. The Committee will meet at least quarterly. In the event the Committee cannot mutually agree on any issue, the Director of Operations of the AUTHORITY shall have the ultimate responsibility to resolve the issue, subject to the grievance procedure. A separate completion list shall be developed and maintained for the EMPLOYEES showing their status in the Training Program.

ARTICLE 15

MANAGEMENT RIGHTS

Section 1. The AUTHORITY retains the sole right to manage its affairs and direct its work force within the existing framework of the statutes of the State of Michigan to maintain the AUTHORITY as efficiently and at the lowest possible cost consistent with fair labor standards. Further, the AUTHORITY has all the customary and usual rights, power, functions, and authority of management. It is recognized that the management of the AUTHORITY, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the AUTHORITY. Among the rights and responsibilities belonging to the AUTHORITY are the rights to determine the number and locations of its facilities, work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tools, equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials. It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner which is inconsistent with the provisions of this Agreement.

Section 2. It is further recognized that the responsibility of the management of the AUTHORITY, for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote, demote or transfer, to determine the amount of over time to be worked, to

relieve EMPLOYEES from duty because of, lack of, or for other legitimate reasons, as set forth herein is vested exclusively in the AUTHORITY, except as may be restricted by this Agreement.

Section 3. The AUTHORITY reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline; provided the same are not inconsistent with the provisions of this Agreement. The AUTHORITY agrees to notify the UNION of changes in rules and regulations prior to implementation.

ARTICLE 16
LEAVES OF ABSENCE

Section 1.

A. **General Policies.** All leaves of absence in this ARTICLE shall be requested in writing on forms provided by the AUTHORITY and may be granted at the discretion of the AUTHORITY. Requests for leaves shall be made as far in advance as possible to allow for a smooth transition in department scheduling.

B. No member of the bargaining unit shall apply for a leave of absence for the purpose of gaining regular full-time employment with another employer. No EMPLOYEE shall be employed while on leave of absence.

C. **Return From Leave.** EMPLOYEES must return from leave on the specified date of the original request or request an extension. Failure to so notify or return from leave of absence shall result in termination, loss of seniority and forfeiture of all benefits not covered by contract or by law. Return to work prior to the expiration of a leave will be permitted in the event the EMPLOYEE provides the AUTHORITY with a three day notice of intent to return to work.

D. Leave of absence will not affect seniority.

Section 2.

A. **UNION Leave.** Application for EMPLOYEE leave for officers of the bargaining unit must be made in writing and shall be granted in writing for a period not to exceed one year.

B. Application for UNION leave for members of the bargaining unit must be made in writing and shall be granted in writing for a period not to exceed six months.

C. UNION leave in this Section shall be without pay and benefits.

Section 3.

A. **Personal Leave.** Personal leaves may be granted by the AUTHORITY for periods of up to three months. An EMPLOYEE must have one year of employment with the AUTHORITY to be eligible for a personal leave. The AUTHORITY's decision to grant or not grant the request shall not be made in an arbitrary and capricious manner.

B. Personal leave in this Section shall be without pay and benefits.

Section 4.

A. **Hardship Leave.** A member of the bargaining unit not eligible for a personal leave may be granted a leave for up to three months for hardship reasons. A request for hardship leave must be made in writing and granted in writing. The AUTHORITY's decision to grant or not grant the request shall not be made in an arbitrary and capricious manner.

B. Hardship leave in this Section shall be without pay or benefits.

ARTICLE 17

MILITARY SERVICE

Section 1. Nothing in this Agreement shall abridge the rights and preferences of EMPLOYEES as a result of military service, as provided by federal, state and local laws. Upon the granting of a military leave of absence, the EMPLOYEE shall be paid for the unused portion of his/her accumulated annual leave.

ARTICLE 18

PAY PERIOD

Section 1. Pay day for members of this bargaining unit coming within the scope of this Agreement shall be once each week. Monday shall constitute the first day of the work week and Sunday shall constitute the last day of the work week.

Section 2. The pay day for those EMPLOYEES working an afternoon or midnight shift will be the Thursday following the last day of the work week, and for those EMPLOYEES working a day shift, will be the Friday following the last day of the work week, not later than 12:30 p.m., except when the Friday shall be a holiday, in which case the pay day shall be on Thursday, immediately preceding the said Friday, not later than 12:30 p.m.

Section 3. Before deductions are made from an EMPLOYEE'S wages who received overpayment made in error, the EMPLOYEE shall be notified. All pay records will be kept locally and agreed shortages in pay will be reimbursed in said amount within 24 hours. Agreed overages in pay will be reimbursed through a payroll deduction mutually satisfactory to the AUTHORITY and the EMPLOYEE with a minimum payback of 10% of the overage per week.

Section 4. CREDIT UNIONS AND FINANCIAL INSTITUTIONS: The AUTHORITY agrees to permit a payroll deduction to the Northwood Transportation Credit Union and/or to permit a payroll deduction

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to a Credit Union organization or financial institution that is a member of the Michigan Clearing House Association.

ARTICLE 19

PAY REQUIREMENTS

Section 1. All EMPLOYEES shall punch time card in clock to check in and check out as follows: (A) On reporting in for work at the beginning of their daily shift. (B) On reporting out from work at the end of their daily shift, except when an EMPLOYEE has been excused prior to the end of the daily shift, in which case the EMPLOYEE will punch out at the time of departure. (C) On reporting out, time cards must not be punched prior to the end of the daily shift. (D) Properly completed work cards must be turned in at the end of each shift before the EMPLOYEE punches out.

Section 2. An EMPLOYEE under no condition, will be permitted to punch in or punch out the time card of another EMPLOYEE.

Section 3. On reporting for work, an EMPLOYEE shall, after punching in on his/her time card at the beginning of his/her shift, proceed to his/her assigned duties in proper uniform and in assigned area to begin work at the regular starting time.

Section 4. Time and one-half shall be paid for all work when an EMPLOYEE is called in any time other than his/her regular work day, with a four hour minimum, providing the EMPLOYEE is available and reports for work.

Section 5. Any EMPLOYEE who reports for work on his/her regular shift ready and able to work and is sent home before having worked four hours, or who is permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of four hours pay at his/her hourly rate for that day.

ARTICLE 20

OVERTIME

Section 1. Work performed in excess of eight hours per day shall be overtime and shall be paid at the rate of time and one-half. Time and one-half shall be paid for all time worked on scheduled off days and holidays.

Section 2. The AUTHORITY will make every reasonable effort to distribute all overtime (daily, off days, and holiday) equally among EMPLOYEES in their respective classifications at each division and on each shift if such EMPLOYEES are qualified to do the work required. Information concerning equalization of hours status will be openly displayed in each division in such a manner that the EMPLOYEES may check their standing.

Section 3. Notices to work overtime will be given as far in advance as possible.

Section 4. Any EMPLOYEE who refuses to work overtime will be charged with a refusal to work and an equalized number of hours for the purpose of keeping records of equalization.

Section 5. Probationary EMPLOYEES will not share in equalization of overtime until all seniority EMPLOYEES have been offered the overtime in the classification, shift and division affected.

Section 6. It is agreed that notification will be given to UNION Representatives of the EMPLOYEES to work the required overtime for record purposes and such notification will be given at the same time as given to the EMPLOYEES.

Section 7. ANY EMPLOYEE shall have the right, if he/she so desires, to pass up the overtime when called upon by the AUTHORITY to work overtime, provided another qualified EMPLOYEE is available.

Section 8. EMPLOYEES, upon gaining seniority and/or transferring from one classification, shift or division, will be given the same overtime hours as the EMPLOYEE with the highest overtime in the classification, shift or division to which the EMPLOYEE was transferred.

Section 9. Hours of overtime lost due to illness, failure to accept overtime, or any absence will be considered hours worked for purposes of computing overtime hours credited to any EMPLOYEE for equalization purposes.

Section 10. In the normal course of operation, the AUTHORITY agrees to make every reasonable effort to equalize overtime in each classification, shift and division to 24 hours. However, conditions may prevail where only an EMPLOYEE has an off day or there is work in the body, air condition, or engine area which

would make it impossible to equalize with 24 hours. In that event the AUTHORITY agrees to make every reasonable effort to equalize overtime within 40 hours for each contract year.

Section 11. Problems regarding equalization shall be brought to the attention of the AUTHORITY by the EMPLOYEE and every effort shall be made to resolve these problems before a grievance is filed. In all cases, the EMPLOYEE must be qualified to do the overtime work in question. If an EMPLOYEE files a grievance alleging violation of these provision(s) and the grievance is found to have merit, said EMPLOYEE will be compensated the difference between the overtime hours he/she worked and the overtime hours worked by the EMPLOYEE with the greatest hours worked within the same classification, shift, and Division, less 24 or 40 hours, whichever is appropriate.

Section 12. An EMPLOYEE called in prior to his/her regular shift shall not be sent home prior to the end of his/her regular shift to avoid the payment of overtime. If the EMPLOYEE elects to leave before his/her regular quitting time, time worked prior to his/her regular starting time shall not be considered overtime except for the actual time worked over eight hours.

Section 13. In the event that overtime is worked after the EMPLOYEE'S regular shift, the AUTHORITY will permit EMPLOYEES to take a ten minute rest period with pay immediately prior to the start of the overtime, provided that such overtime is anticipated to exceed one hour. EMPLOYEES working overtime shall be permitted to observe any regular rest periods with pay, or lunch periods without pay, which occur during the overtime.

ARTICLE 21

JURY DUTY

Section 1. The AUTHORITY shall pay weekly the wages that the EMPLOYEE was scheduled to have earned in his/her classification, excluding overtime. The EMPLOYEE must provide the AUTHORITY written proof of attendance in jury duty and submit the amount received from such jury duty to the AUTHORITY. New EMPLOYEES shall have 30 days of employment with the AUTHORITY to be eligible for payment under this provision.

ARTICLE 22

SICK LEAVE - DISABILITY LEAVE AND SICK LEAVE BENEFITS

Section 1. Worker's Compensation: An EMPLOYEE sustaining injury or occupational disease arising out of, and in the course of AUTHORITY employment shall be continued on the payroll and his/her time shall be charged to his/her sick leave reserve; provided that where the EMPLOYEE has a sick leave, reserve and received income under the Worker's Compensation Act, such income shall be supplemented by the AUTHORITY with an amount sufficient to maintain his/her 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 or portions thereof paid to such EMPLOYEE. Appendix C contains the assignment form.

Section 2. Definitions:

Sick Leave: Time off required by an EMPLOYEE in order for the EMPLOYEE to recover from a sickness or injury.

Sick Leave Benefits: A program to provide an EMPLOYEE with income during a sickness or injury.

Normal Service Day: Normal service days are defined as days on paid status, including days worked, vacation days, holidays, paid sick days, jury duty and bereavement, authorized UNION business during hours normally to be worked; and all normal work days missed due to a work

related injury or illness compensable under the Workers' Compensation Act in the month the EMPLOYEE goes on such disability leave of absence, and in the month an EMPLOYEE returns from such leave of absence. However, this provision can only be used to cover two unrelated workers' compensation disabilities in the contract year.

Section 3. New EMPLOYEES are not to be covered by sick leave benefits until they have one year of employment.

Section 4. Under the AUTHORITY'S sick and accident insurance program, an EMPLOYEE will be entitled to receive a benefit of 45% of his/her normal weekly base pay in the first and second years of the contract and increased to 50% in the third year of the contract, adjusted once annually every October 1st to reflect changes in pay rates, if any, rounded to the nearest \$10.00, up to a maximum of 26 weeks for any one illness. This benefit will begin after the first day of non-occupational injury and after the fourth day of an illness. A doctor's certification of illness or injury will be required to be eligible for benefits provided under this Section.

Section 5.

A. Unused sick days may be accumulated for each EMPLOYEE to a maximum of 60 service days. Sick days may not be granted in anticipation of future service.

B. The term "sick leave day" shall be construed to be absence due to illness and shall 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 two days in any instance.

Section 6.

A. All seniority EMPLOYEES of the AUTHORITY hired before October 10, 1980 may be granted paid sick leave days with pay of one eight-hour day at current hourly rate. Paid sick leave days shall accrue to individual EMPLOYEES at the rate of 5.3 hours per month (eight days pro-rated).

B. New EMPLOYEES hired after October 9, 1980 may be granted paid sick leave days with pay of one eight-hour day at their current hourly rate. Paid sick leave days shall accrue to individual EMPLOYEES as follows:

<u>Months of Employment*</u>	<u>Number of Hours Per Month</u>	<u>Number of Days Per Year</u>
0-12	0	0
13-60	2.7	4 Pro-Rated
61-120	4.0	6 Pro-Rated
After 120	5.3	8 Pro-Rated

*Months of Employment shall not include time on layoff.

Paid sick leave days shall accrue to individual EMPLOYEES at the accrual rate each month on the basis of not less than 17 normal service days per month.

Section 7. Minimum Leave: 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 8. Notification. An EMPLOYEE'S absence, which may be charged against his/her sick leave reserve, requires notification to his/her immediate superior prior to his/her reporting time daily. Failure to give proper notice may be just reason for the refusal of sick leave with pay.

Section 9. Medical Certificate. Evidence of illness must be provided by medical certificates or other suitable proof of

all sick leave granted beyond two consecutive days; provided that the granting of sick leave for not more than two days subject to review by the Division head, and all excuses of absence shall be subject to verification, including examination by a physician of the AUTHORITY'S choice and expense.

Section 10. 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 Section 5-A 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 convert excess sick leave days to personal leave days on the basis of two sick days for one personal leave day.

Option 3: 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 September 30th of the preceding contract year.

Section 11. Sick leave benefits will extend for a period up to 26 weeks or such number of weeks required to coincide with the sick and accident insurance. During this period, the AUTHORITY will maintain the EMPLOYEE'S benefits. However, when an EMPLOYEE is receiving a sick leave benefit, the EMPLOYEE will not be eligible for other compensation such as jury duty or bereavement pay.

Section 12. After sick leave of 26 weeks, the AUTHORITY will request the EMPLOYEE to have a physical examination by a doctor chosen by the AUTHORITY to determine if the EMPLOYEE should be disqualified from employment with the AUTHORITY. If the doctor determines that the EMPLOYEE may be eligible at some future date to return to work, the EMPLOYEE will be given a disability leave for up to an additional two years. Such disability leave will be without pay or benefits. If the doctor determines that the EMPLOYEE will not be able to return to work at a future date and the EMPLOYEE meets the service requirements of MERS or other AUTHORITY pension programs, he/she will be eligible for a disability retirement under the terms of that program. In addition, the EMPLOYEE will be entitled to other benefits as provided for in Article 27, 1B. EMPLOYEES not eligible for disability retirement will be terminated. After the expiration of the 26 weeks sick and accident insurance period, the EMPLOYEE will, upon request, be paid his/her accrued vacation pay.

Section 13. EMPLOYEES, upon retirement from the AUTHORITY, under the provision of an AUTHORITY retirement plan, will be paid for their unused sick leave bank at the hourly rate in effect at the time of their retirement.

Section 14. On December 1 the AUTHORITY will provide each EMPLOYEE a written statement of his/her accrued sick leave days.

Section 15. Upon termination, except for discharge, an EMPLOYEE will be compensated for unused sick leave at his/her current hourly rate at 50% for the unused accrual.

ARTICLE 23

PHYSICAL EXAMINATIONS

Section 1. The AUTHORITY may require any of its EMPLOYEES to submit to a physical examination at such times as may be necessary and justifiable under the circumstances. EMPLOYEES refusing to submit to a physical examination may be withheld from service without pay pending such examination.

Section 2. The examining physician shall be selected by the AUTHORITY and the cost of such examination shall be paid by the AUTHORITY. In the event the examining physician recommends and the AUTHORITY requires further examinations by a specialist, the cost of such examination shall be paid by the AUTHORITY. This action shall not be construed to require obligations in the payment of such costs when the examining physician recommends further treatment, unless the injury is work related in which case such costs will be assumed by the AUTHORITY under the provisions of the Worker's Compensation Act.

Section 3. As a condition of continued employment with the AUTHORITY, any physical examination above provided for must reveal the physical or mental fitness of the EMPLOYEE involved to perform the duties for which he/she was employed.

Section 4.

- A. Should any required physical examination above provided for reveal the physical or mental fitness or unfitness of the EMPLOYEE involved to perform the duties for which he/she was employed, he/she may at his/her option have a review of his/her case in the following manner:

- B. He/she may employ a licensed physician of his/her own choosing and at his/her expense for the purpose of conducting a further physical examination than that made by the physician employed by the AUTHORITY. In the event such findings verify the findings of the physician employed by the AUTHORITY, no further medical review of the case shall be afforded.

- C. In the event the findings of the physician chosen by the EMPLOYEE involved shall disagree with the findings of the physician employed by the AUTHORITY, at the written request of the EMPLOYEE involved, the EMPLOYEE shall be examined by an accredited medical facility mutually agreed upon by the AUTHORITY and the UNION, and the findings of the majority of the three examinations shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of the physical examination by the accredited medical facility

shall be shared equally by the AUTHORITY and the EMPLOYEE.

Section 5. Should the physical examination provided for reveal physical or mental unfitness caused by disease, defects or disabilities of a temporary or curable nature, the EMPLOYEE involved, if willing to have the cause or causes of such unfitness treated and rectified, depending upon the particular circumstances of each case, will abide by the following procedures:

- A. The EMPLOYEE involved may continue working while undergoing medical treatment, if the examining physician or a majority of the two examining physicians and the accredited medical facility hereinabove provided for shall certify to his/her ability to safely do so.
- B. The EMPLOYEE involved shall 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 two examining physicians and the accredited medical facility provided for in this ARTICLE shall certify to his/her physical and mental fitness to perform again the duties for which he/she was employed.

Section 6. Any EMPLOYEE on sick leave or disability because of physical or mental unfitness to perform his/her duties shall be required to supply the AUTHORITY with a physician's report covering his/her condition, at such intervals as the AUTHORITY may establish.

Section 7. Physicians employed by the EMPLOYEE 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 24

VACATION

Section 1. All EMPLOYEES of the AUTHORITY covered by this Agreement shall be entitled to receive a vacation in accordance with the following schedule and eligibility provision as provided in this Article:

<u>Number of Full Years of Service</u>	<u>Days</u>	<u>Maximum Hours Vacation Pay</u>
1	7	56
3	14	112
6	15	120
9	16	128
12	21	168
16	22	176
20	23	184
25	25	200
30	27	216

Section 2. In order to be eligible for any vacation as provided herein, an EMPLOYEE must have completed not less than 12 consecutive months of service with the AUTHORITY. Vacation leave shall be accrued to individual EMPLOYEES monthly and shall be computed on the basis of not less than 17 normal service days per month, and as of the EMPLOYEE'S anniversary date of employment with the AUTHORITY or its predecessors. Following the anniversary date, the EMPLOYEE may take his/her vacation during the following 12 months in accordance with the selection procedure provided in this Article. Service days are the same as ARTICLE 22, SICK LEAVE.

Section 3. Unused vacation leave may be accumulated for each EMPLOYEE to a maximum of seven days which may be carried over from one calendar year to the next.

Section 4. Vacation leave may not be granted in anticipation of future service. Vacation pay will be compensated on the basis of eight hours at the current hourly rate of pay for each day.

Section 5. The AUTHORITY shall list the vacation eligibility of its EMPLOYEES, and at its discretion determine the number of EMPLOYEES who may be permitted time off at any one time. It is understood that the AUTHORITY'S Summer Schedule will allow more EMPLOYEES to take their vacation than the rest of the contract year.

Section 6. When vacation periods are posted for selection, all EMPLOYEES will, in the order of their Division seniority, select their vacation period, or leave their selection of vacation period with an officer of the UNION, or authorize some person to act on their behalf to make selection as it becomes their turn, in accordance with their Division seniority. Failure to select vacation period, as this Section provides, EMPLOYEE will be obligated to select any period left open at the end of the vacation pick. Failure to make such selection after the end of the vacation pick will require the AUTHORITY to assign EMPLOYEE'S vacation.

Section 7. All EMPLOYEES currently receiving more days vacation than provided in this ARTICLE for their years of service will continue to receive said days for the duration of their employment with the AUTHORITY or until the EMPLOYEE qualifies for more days under the vacation schedule.

ARTICLE 25
FREE TRANSPORTATION

Section 1. All EMPLOYEES of the AUTHORITY covered by this Agreement shall be entitled to free transportation, excluding demand-responsive service, limited to the routes operated by the AUTHORITY. All passes or tickets issued by the AUTHORITY for the pass privileges under the provisions of this Article shall be nontransferable.

Section 2. EMPLOYEES on sick leave will be granted free transportation over the lines of the AUTHORITY.

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

Section 4. EMPLOYEE'S spouse and dependent children under 18 years of age shall be granted pass privileges as provided in this Article.

Section 5. Pass privileges granted to any EMPLOYEE or group herein may be revoked by the AUTHORITY if such privileges are abused.

ARTICLE 26

HOLIDAY PAY AND PERSONAL LEAVE DAYS

Section 1. EMPLOYEES covered under the holiday pay clause shall be paid for the following holidays: New Year's Day, Thanksgiving Day, Memorial Day, Christmas Day, Independence Day, Labor Day, and Martin Luther King Day.

Section 2. Any new EMPLOYEE having completed the first 30 days of continuous employment with the AUTHORITY as of the date of the holiday, shall be eligible to be paid holiday pay.

Section 3. When a holiday falls on Saturday, eligible EMPLOYEES who are on a five day operation shall receive holiday pay, provided they have worked the last preceding scheduled work day within the calendar week in which the holiday falls.

Section 4.

A. All eligible EMPLOYEES who are working on a seven day operation shall receive holiday pay, provided they have worked the last scheduled work day before and the first scheduled work day after the holiday, providing the holiday falls within their scheduled work week.

B. NOTE: Application of holidays for EMPLOYEES on third shift: For example, if the holiday is on Wednesday, and the third shift starts at 11:30 p.m., they will start their

holiday at 11:30 p.m. Tuesday night and will come back to work Wednesday night at 11:30 p.m.

Section 5. Whenever any of the above enumerated holidays fall on Sunday, and the day following is observed as a holiday by the State or Federal government, it shall be paid as such holiday.

Section 6. Any EMPLOYEE who worked on any such holiday shall be paid one and a half times regular rate plus holiday pay, except Martin Luther King Day for which he/she will receive straight time, plus holiday pay.

Section 7. EMPLOYEES, to be eligible for holiday pay, must work the last scheduled day prior to the holiday and the scheduled day immediately following the holiday, providing they fall within the scheduled work week, with the exception as outlined above.

Section 8. All EMPLOYEES on leave compensated by Workers Compensation shall be paid holiday pay if the holiday falls within a period of 30 calendar days from date of injury.

Section 9. All EMPLOYEES who are on a personal or sick leave of absence, other than compensable, as provided in ARTICLE 16 of this Agreement, shall be paid holiday pay, providing this

leave was not granted more than 15 calendar days prior to the holiday.

Section 10. An EMPLOYEE who is absent from work due to being on vacation shall be entitled to the holiday pay in the event such holiday falls within his/her vacation period.

Section 11. EMPLOYEES who are prevented by illness, accident or death in the immediate family (defined in this Agreement) from reporting for the scheduled work day before or the schedule work day after the holiday, shall receive holiday pay upon submission of proof acceptable to the AUTHORITY that the absence was unavoidable.

Section 12. EMPLOYEES who are scheduled to work on any of the above mentioned holidays and then fail to report for work on such holiday without reasonable cause shall not be paid for the holiday.

Section 13.

A. Personal Leave Days. New EMPLOYEES with less than nine months service with the AUTHORITY shall earn personal leave days at a rate of one eight-hour day per every three months worked for the first nine months of employment. All EMPLOYEES who have completed nine months of service shall be

entitled to eight hours of pay at their regular hourly rate of pay for each of five personal leave days in each year of this Agreement.

B. Personal leave days must be used in the contract year they are granted unless authorized by management in writing to carry the personal leave days into subsequent year or they shall be lost.

C. The AUTHORITY shall notify EMPLOYEES as to how many personal leave days they have remaining, in writing, 60 days prior to the end of the contract year.

ARTICLE 27

GROUP INSURANCES AND PENSION

Section 1. The AUTHORITY shall set up for the benefit of eligible EMPLOYEE-MEMBERS, who can qualify for same, a group insurance plan as follows:

A. Life Insurance

1. Group Life Insurance Policy.

	<u>Effective</u> <u>10/1/86</u>	<u>Effective</u> <u>10/1/87</u>	<u>Effective</u> <u>10/1/88</u>
Employee	\$20,000	\$22,000	\$24,000
Spouse	\$ 5,000	\$ 5,000	\$ 5,000

2. Accidental Death and Dismemberment Policy.

	<u>Effective</u> <u>10/1/86</u>	<u>Effective</u> <u>10/1/87</u>	<u>Effective</u> <u>10/1/88</u>
Employee	\$20,000	\$22,000	\$24,000
Spouse	\$ 5,000	\$ 5,000	\$ 5,000

3. Life Insurance Disability Benefit.

The following 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 months.

(a) Full life insurance coverage will be continued for duration of the disability.

(b) If the EMPLOYEE is permanently disabled, he/she will receive an amount not to exceed \$110 per month for a period of 60 months, which amount will reduce the EMPLOYEE'S life insurance benefits by the amount paid to the EMPLOYEE. Effective October 1, 1987 the benefit will be increased to \$115 per month and effective October 1, 1988 increased to \$120 per month.

4. New EMPLOYEES hired after October 9, 1977 shall have 90 days of employment with the AUTHORITY to be eligible for payment under the provisions of Section 1A, (1-3).

5. Retirees Life Insurance. Whenever an EMPLOYEE has attained the age of 65 and retires under the provisions of the Social Security Act, the AUTHORITY will request the life insurance company to issue a \$5,000 life insurance policy. Effective October 1, 1988 the life insurance policy will be increased to \$6,000. The retiring EMPLOYEE, if he/she so elects, can make arrangements with the life insurance company to contract for additional coverage. Insurance premiums for said additional insurance shall be payable directly to the insurance company by the retiree, at no cost to the AUTHORITY.

B. Medical and Hospitalization Insurance. The AUTHORITY will make available to all EMPLOYEES under age 65 and to all members of their families who can qualify under the rules and regulations promulgated by the insurer:

1. Michigan Variable Fee-1 (Comprehensive Hospital Blue Cross-MVF-1 Blue Shield) with precertification to verify necessary treatment and mandatory second opinion cost containment programs.
2. Pre- and post-natal care rider to 1, above.
3. Master Medical coverage with:
\$100 deductible for single coverage and
\$200 deductible for family coverage.
4. Member Liability (ML) and Cat Scan (CT) riders to 1, above.
5. 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; provided, however, that the EMPLOYEE will reimburse the AUTHORITY for any difference in cost in the event the HMO premium is higher.

6. New EMPLOYEES hired after October 9, 1977 shall have 90 days of employment with the AUTHORITY to be eligible for payment under the provision.

C. Medical and Hospitalization Insurance - Retirees.

1. The AUTHORITY will make available to EMPLOYEES under age 65 who have retired under an AUTHORITY retirement program the coverage described in Section 1-B above at no cost to the retiree.

2. The AUTHORITY will make available Blue Cross-Blue Shield Complimentary Coverage for all EMPLOYEES upon retirement provided said EMPLOYEE enrolls for Medicare Coverage at the appropriate age, 65. The AUTHORITY agrees to pay full cost of the same for the Medicare supplement for the EMPLOYEE only.

3. The AUTHORITY will permit the retiree to enroll his/her spouse under the plan provided the retiree reimburses the AUTHORITY for the cost each month. Failure to make such payments on a timely basis will be justification for the AUTHORITY to discontinue said coverage.

D. Optical Care. The AUTHORITY will make available to all EMPLOYEES, spouse, and all dependent children under 19 years of age one eye examination per year and one pair of glasses, if needed, once every two years, under the provisions of the optical care insurance program provided by First Optometry. New EMPLOYEES hired after October 9, 1977 shall have one year of employment with the AUTHORITY to be eligible for payment under this provision.

E. Prescription Drug Program. The AUTHORITY will make available to all EMPLOYEES, spouse and all dependent children under 19 years of age a prescription program selected by the AUTHORITY, said program to provide for a \$2 deductible per prescription. The AUTHORITY will also provide this program to EMPLOYEES who have retired under an AUTHORITY retirement program.

F. Dental Insurance. The AUTHORITY will make available to all EMPLOYEES, spouse and all dependent children under 19 years of age, a dental insurance program selected by the AUTHORITY. The AUTHORITY agrees to pay the full cost of same for all EMPLOYEES and members of their families. New EMPLOYEES shall have six months of employment with the AUTHORITY to be eligible for payment under this provision.

G. Retirement Plan (MERS). The AUTHORITY will make available, and all EMPLOYEES agree to become members of, the Municipal Employees Retirement System. The AUTHORITY will make available Formula C-1 under Municipal Employees Retirement Act. It is agreed that the EMPLOYEE'S contribution shall be 3% in each year of this Agreement.

H. Tool Insurance. For all EMPLOYEES required to furnish tools as stated elsewhere in this Agreement, the AUTHORITY will make available tool insurance to cover loss of such tools. The following conditions apply:

1. Maximum loss limit of \$5,000 per EMPLOYEE per occurrence, and applicable only to those necessary for AUTHORITY work.
2. Deductible of \$200 per EMPLOYEE per occurrence.
3. All-risk coverage, including fire and theft, except theft by another AUTHORITY EMPLOYEE.
4. Replacement, cost less depreciation, value based on purchase dates of tools and boxes.
5. EMPLOYEES must take their own inventory, not on AUTHORITY time but, if desired, on AUTHORITY premises. EMPLOYEES will write such inventory on a form to be

supplied by the AUTHORITY, and the list must be verified by a Supervisor.

6. EMPLOYEES are responsible for maintaining their own inventory list and filing changes with the designated AUTHORITY person. Failure to have an up-to-date inventory list on file shall result in a claim for same being denied.

7. Tools used on road calls or other off-property assignments authorized by the AUTHORITY are covered by this insurance provided they are transported in a secured area on an AUTHORITY vehicle, and not in an open, unsecured area of said vehicle.

8. Tools used for personal use or off AUTHORITY premises or property other than as described in Item 7 above, are not covered by this insurance.

Section 2. If any EMPLOYEE of the AUTHORITY fails to make out the necessary forms for life, sickness, accident or medical forms during the specified dates, the AUTHORITY assumes no liability for any claims.

Section 3. The AUTHORITY shall not be restricted in its selection of insurance companies, provided the insurance policies will not diminish or abridge the terms of this Agreement.

Section 4. In the case of layoffs, sick leave or disability leave, the AUTHORITY will continue to pay premiums for three months following month in which layoff, sick leave or disability leave occurs for the life insurance and hospitalization insurance coverage and the EMPLOYEE shall have the right to continue the coverage for the next year by paying the premiums to the AUTHORITY. Failure to make such payments on a timely basis will be justification for the AUTHORITY to discontinue said coverage.

Section 5. When an EMPLOYEE returns to work, his/her coverage for life insurance and hospitalization insurance shall be effective on the first billing date after his/her return.

Section 6. The AUTHORITY agrees to give the Union advance notice of any change in the insurance carrier(s) for the benefits described in this article.

ARTICLE 28

BEREAVEMENT PAY

Section 1. EMPLOYEES will be granted time off with pay for death in the immediate family. Said time off will be limited to a maximum of three days. Immediate family shall be defined as: Mother, Father, Sister, Brother, Wife, Husband, Son, Daughter, Mother-in-Law, Father-in-Law, Grandparents, and, if the real parent is deceased, the EMPLOYEE'S Step-Father, Step-Mother, or legal guardian, as the case may be.

ARTICLE 29

UNIFORMS

Section 1. The AUTHORITY shall arrange for a uniform service to furnish one additional uniform immediately, to bring the total supplied to six. The AUTHORITY will pay the full cost of the service.

Section 2. When an EMPLOYEE loses a uniform he/she will be charged with the total cost of a uniform.

Section 3. EMPLOYEES shall report to their work assignment in a clean uniform each work day.

Section 4. The AUTHORITY shall arrange for the uniform service to replace uniforms every two years.

Section 5. The AUTHORITY shall make available warm winter overalls for EMPLOYEES assigned to the service lane or on road calls.

ARTICLE 30
HEALTH AND SAFETY

Section 1. The AUTHORITY shall make reasonable provisions for the safety and health of its EMPLOYEES during the hours of their employment.

Section 2. The safety committee at each division shall be composed of a UNION and an AUTHORITY representative which shall meet at least once a month for the purpose of discussing safety and promulgating safety regulations with the understanding that the AUTHORITY has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules, subject to the grievance procedure.

Section 3. The AUTHORITY agrees to furnish without cost, all safety equipment, gloves, glasses, safety shoes or other safety apparel prescribed by the AUTHORITY.

Section 4. When an accident occurs on the job requiring medical attention for the EMPLOYEE at the clinic, the EMPLOYEE shall, where possible, first notify his/her Supervisor. The AUTHORITY shall furnish or pay for transportation of the EMPLOYEE to and from the clinic and the EMPLOYEE shall be paid for the time spent at the clinic to the extent that such time so spent by the EMPLOYEE is during his/her working hours, including revisits related to the accident.

ARTICLE 31

WAGE SCALE

Section 1. The Wage Scale and Classification of EMPLOYEES set out in Schedule A is attached to the Agreement and made a part hereof as though fully contained in the Agreement. When new classifications are created, the wage rates shall be negotiated.

Section 2. EMPLOYEES working the No. 2 (afternoon) shift shall receive a 15 cents per hour premium for all hours actually worked, and the EMPLOYEES on the No. 3 (midnight) shift shall receive 25 cents per hour for all hours actually worked, in addition to their regular pay for the pay period. Effective August 1, 1988 afternoon shift premiums will increase to 20 cents per hour and midnight shift premiums will increase to 30 cents per hour. Shift premiums shall not be applied to vacation pay, sick pay, holiday pay, bereavement pay or any other types of pay other than for actual hours worked during the appropriate shifts.

Section 3. In the event of a road failure of the equipment of the AUTHORITY within its regularly scheduled lines, the work shall be performed by an EMPLOYEE of the AUTHORITY to be chosen by the AUTHORITY. Such EMPLOYEE so chosen shall receive ten cents an hour in addition to his/her regular scale of pay for all work performed in connection with said road failure. A road failure shall be defined to mean a failure of equipment of the

AUTHORITY occurring off premises of the AUTHORITY. When a qualified EMPLOYEE is chosen for such work, he/she must perform same.

Section 4. MERS Equity Adjustment. All EMPLOYEES making MERS contributions during each benefit year will be eligible for the MERS Equity Adjustment payable on the dates indicated below.

The following adjustments will be paid annually in lieu of reducing the EMPLOYEE'S MERS contributions:

On December 4, 1987, a payment equal to 3% of gross earnings during the period October 3, 1986, to October 2, 1987;

On December 2, 1988, a payment equal to 3% of gross earnings during the period October 5, 1987 to September 30, 1988;

On December 1, 1989, a payment equal to 3% of gross earnings during the period October 3, 1988 to September 29, 1989.

SCHEDULE A

Wage Rates and Classifications

Section 1. The regular straight time hourly rate of pay by classification for Maintenance EMPLOYEES coming within the scope of this Agreement shall be as follows:

LINEHAUL

<u>CLASSIFICATION</u>	<u>10/01/86</u>	<u>10/01/87</u>	<u>10/01/88</u>
Mechanic Leader	\$13.43	\$13.77	\$14.20
Mechanic	\$12.99	\$13.31	\$13.730
Assistant Mechanic			
Starting Rate	\$12.11	\$12.41	\$12.80
After 1 Year	\$12.22	\$12.53	\$12.92
After 2 Years	\$12.41	\$12.72	\$13.12
After 3 Years	\$12.62	\$12.94	\$13.35
Mechanic Helper	\$11.97	\$12.27	\$12.66
Utility (closed)	\$11.85	\$12.00	\$12.150
Stock Person	\$11.85	\$12.15	\$12.53
Coach Service Attendant	\$ 9.56	\$ 9.80	\$10.11
Cleaner-Washer (closed)	\$ 9.31	\$ 9.46	\$ 9.610

Service Lane Leader

25 cents per hour in excess of his/her classification rate per hour. An EMPLOYEE appointed to this position will be scheduled for a minimum of one full work week (40 hours) or more.

Section 2. All new EMPLOYEES hired after October 10, 1980, in the classifications of Coach Service Attendant, Mechanic

Gross earnings resulting from the full payment of unused sick leave bank due to termination or retirement, sick and accident benefit, worker's compensation, and the MERS Equity Adjustment itself, will be excluded in the computation of the MERS Equity Adjustment.

Helper, Stock Person and Building and Grounds I will be paid according to the following progression rate schedule:

<u>*Months of Employment</u>	<u>Percent of Regular Hourly Rate</u>
1 - 12	70%
13 - 24	80%
25 - 36	90%
After 36	100%

*Months of employment shall not include time spent on layoff.

SMALL BUS

<u>CLASSIFICATION</u>	<u>10/01/86</u>	<u>10/01/87</u>	<u>10/01/88</u>
Mechanic Leader	\$11.93	\$12.23	\$12.62
Mechanic	\$11.57	\$11.86	\$12.23
Assistant Mechanic			
First Year	\$10.04	\$10.29	\$10.61
Second Year	\$10.14	\$10.39	\$10.72
Third Year	\$10.34	\$10.60	\$10.93
After 3 Years	\$10.51	\$10.77	\$11.11
Mechanic Helper	\$ 9.69	\$ 9.93	\$10.24
Coach Service Attendant	\$ 6.74	\$ 6.91	\$ 7.13
Coach-Washer (Part-time)	\$ 4.71	\$ 4.83	\$ 4.98

Section 3. All new EMPLOYEES hired after October 10, 1980, in the classifications of Service Attendant and Mechanic Helper will be paid according to the following progression rate schedule:

<u>*Months of Employment</u>	<u>Percent of Regular Hourly Rate</u>
1 - 12	80%
13 - 24	90%
After 24	100%

*Months of employment shall not include time spent on layoff.

Section 4. EMPLOYEES classified as Cleaner-Washer prior to October 9, 1977 or as Utility prior to October 9, 1980, shall continue to be paid the hourly rate of the Utility classification as outlined in Section 1 of this Article.

The following constitutes the complete list of EMPLOYEES covered by this provision:

<u>NAME AND DATE OF EMPLOYMENT</u>	<u>10/01/86</u>	<u>10/01/87</u>	<u>10/01/88</u>
Adcock, James February 20, 1976	\$11.85	\$12.00	\$12.15
Barber, Venita June 16, 1975	\$11.85	\$12.00	\$12.15
Beard, Annie December 10, 1973	\$11.85	\$12.00	\$12.15
Cesare, Mark March 30, 1976	\$11.85	\$12.00	\$12.15

<u>NAME AND DATE OF EMPLOYMENT</u>	<u>10/01/86</u>	<u>10/01/87</u>	<u>10/01/88</u>
Dulworth, Elbert Sr. July 5, 1960	\$11.85	\$12.00	\$12.15
Gray, Clifton* August 17, 1964	\$12.09	\$12.24	\$12.39
Hardy, Josie September 10, 1973	\$11.85	\$12.00	\$12.15
Horton, Joseph* November 26, 1946	\$12.09	\$12.24	\$12.39
Miller, David December 2, 1976	\$11.85	\$12.00	\$12.15
Parks, Ida June 10, 1976	\$11.85	\$12.00	\$12.15

*Hourly wage rate is an exception to rates published under Section 1.

ARTICLE 32

SCOPE OF AGREEMENT

Section 1. This Agreement contains all agreements between the Parties and terminates and renders inoperative all past practices, verbal and written agreements between the Parties prior to the date of this Agreement. Any amendment or agreement supplement hereto shall not be binding upon either Party unless executed in writing by the parties hereto.

ARTICLE 33
DISCRIMINATION

Section 1. The provisions of the Agreement shall be applied equally to all EMPLOYEES in the bargaining unit without discrimination because of race, color, sex, age, handicap, religion, ancestry, marital status, national origin, place of birth, sexual preference, or political affiliations. The UNION shall share equally with the AUTHORITY the responsibility for applying this provision of the Agreement and will take such action as necessary through a program of Affirmative Action to ensure this effort.

ARTICLE 34

SEPARABILITY AND SAVINGS

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the Parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the Parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 35

TERMINATION

Section 1. This Agreement shall remain in full force and effect from October 1, 1986 to September 30, 1989, both dates inclusive, and thereafter for successive periods of one year unless either Party shall, on or before the 60th day prior to expiration, serve written notice on the other Party of a desire to terminate, modify, alter, amend, renegotiate or change, or any combination thereof, which shall have the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate unless, before that date, all subjects or amendments proposed by either Party have been disposed of by agreement or by withdrawal by the Party proposing amendment.

ARTICLE 36

SERVICE LETTER

Section 1. An EMPLOYEE, upon written request shall be given a letter from the AUTHORITY showing his/her term of service and capacity in which he/she was employed. Such request shall indicate the information requested and the party to whom the letter shall be mailed.

ARTICLE 37
SUBCONTRACTING

The AUTHORITY 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.

APPENDIX A
JOB DESCRIPTIONS

MECHANIC LEADER

Duties Statement: Under minimum supervision, but with latitude for independent action and judgment and with responsibility for all equipment repair by applying basic skills, knowledge and experience to all phases of automotive maintenance associated with transit vehicles and related supporting rolling stock and shop equipment. To assist in supervising, leading and training, either individually or as part of a team, a group of skilled, semi-skilled and service personnel in the maintenance, repair and servicing of all types of automotive equipment, including diesel and gas and to perform related work as required.

Requirements:

1. Highly skilled mechanic.
2. Capability of assuming foreman responsibilities.
3. Capability of teaching and training proper repair techniques and procedures to lesser skilled employees.
4. Have leadership qualities.
5. Familiarity with job standards.

Example of Work Performed: In accordance with established methods of automotive repair and utilizing acceptable industry standards and practices, leads, supervises and trains mechanical personnel in the full range of automotive

and mechanical repair and maintenance tasks to gasoline and diesel powered vehicles. Performing and leading in the repair on any or all automotive and mechanical equipment utilized by the AUTHORITY, including inspecting equipment to locate and determine nature of defects or repairs needed. Planning sequence of repair operations, dismantling and removing defective components and rebuilding automotive components or assemblies. Leading and repairing diesel and gasoline powered buses and a limited variety of support equipment; performing major and minor repairs to heavy-duty diesel engines, automatic transmissions, mechanical transmissions, electrical trouble shooting, in-transmissions and out of chassis engine overhaul or rebuild; transmission overhaul and rebuild brake system and maintenance overhaul, hydraulic systems, pneumatic controls; repairing, servicing and maintaining air conditioning and heating and ventilating systems.

Other Examples: Run shift in the foreman's absence; trouble shoot all mechanical problems that present themselves during any assigned shift; assign duties to individual EMPLOYEES on any shift as well as setting his/her own job; instruct less skilled mechanics in on-job training as well as skilled mechanics in solving difficult maintenance problems; oversee the work of other mechanics, assistant mechanics, helpers and

service personnel. In the foreman's absence, supervise the Utility men and Cleaners assigned to shift.

Minimum Entrance Qualifications: Education equivalent to completion of eight grades in an elementary school and preferably high school graduation with courses in general shop and automotive repair. Considerable experience in repairing and rebuilding a variety of gasoline and/or diesel fuel powered vehicles or completion of an approved four-year apprenticeship in automotive repair or its equivalent; some ability to weld, braze and cut with electric arc and acetylene torch; reasonable knowledge of the tools, methods, materials and practices used in repairing automotive equipment; extremely experienced with mechanical, electrical and hydraulic principles as applied to the repair and maintenance of automotive equipment; physically and mentally capable of performing all the duties of the classification.

MECHANIC

Duties Statement: Under general supervision to perform the full range of automotive and mechanical repair and maintenance tasks to a variety of gasoline and/or diesel fuel powered buses and related vehicles including maintenance of shop equipment.

Requirements: A mechanic shall be skilled in the following:

1. All engine repairs and trouble diagnosis.
2. All transmission repairs and trouble diagnosis.
3. All electrical repairs and diagnosis.
4. All air conditioning repairs and diagnosis.
5. All general body repairs and painting.
6. All coach suspension and running gear repair.
7. All welding.
8. All machinist work.
9. Repair of shop equipment - related machinist work.
10. All chassis work.

Typical Examples of Work Performed: In-chassis and out-of-chassis engine overhaul, rebuild; inspecting engine components utilizing micrometers, depth gauges and dial indicator. Rebuilding clutches and overhauling automotive and mechanical transmissions. Troubleshooting engine and transmission malfunctions; performing stall tests, utilizing testing equipment such as manometers, magnehelic gauges, tachometer. Overhauling air conditioning compressors, motors, hydraulic units. Troubleshooting electrical circuits, overhauling brakes, steering gear boxes, door controls; using electrical arc or acetylene welding to cut, braze, weld or fashion equipment parts, brackets or braces

which may be required to complete a repair; changing differentials, U-joint, spindles, tie rod ends, aligning front end geometry; instructing and overseeing the work of Assistant Mechanics and Mechanic Helper; performing a variety of body work.

Minimum Entrance Qualifications: Education equivalent to completion of eighth grade in an elementary school and preferably high school graduation with courses in general shop and automotive repair; reasonable experience in repairing and rebuilding a variety of gasoline and/or diesel fuel powered vehicles or completion of an approved four-year apprenticeship in automotive repair or its equivalent; some ability to weld, braze and cut with electric arc and acetylene torch; reasonable knowledge of the tools, methods, materials and practices used in repairing automotive equipment; some familiarity with mechanical, electrical and hydraulic principles as applied to the repair and maintenance of automotive equipment; physical strength and agility; physically and mentally capable of performing all the duties of the classification. EMPLOYEES in this class will be required to provide the tools necessary to perform the work assigned and will be required to operate a motor vehicle.

ASSISTANT MECHANIC

Duties Statement: Under supervision to make service repairs to a variety of gasoline and/or diesel fuel powered buses and related vehicles; and/or under immediate supervision to assist in performing the more difficult work involved in general auto repair and maintenance, and to perform related work as required, including shop equipment. Training will be provided for assignment where an individual has not been previously trained or unfamiliar.

Requirements: An Assistant Mechanic shall be knowledgeable in the following:

1. Engine tear down.
2. Engine rebuild with supervision.
3. Transmission tear down.
4. Transmission rebuild with supervision.
5. Air conditioning repairs with supervision.
6. Coach inspection and inspection repairs.
7. All suspension and brake repairs.
8. Road call, tire changes, etc.

Typical Examples of Work Performed: Tearing down engines; tearing down mechanical and automatic transmissions; under instructions and supervision, perform the more difficult task

of rebuilding engine and transmission and in-chassis overhaul; repairing, inspecting, changing drive-shafts, universal joints, air bellows, suspension supports; changing treadle valves, airlines, brake hoses, quick release valve, overhauling brakes and all brake units; dismantling and assembling brake drums and hubs; changing electrical units such as: voltage regulators, alternators, starters, as assigned. Performing any mechanical tasks associated with automotive repair, such as minor bumping, heating, drilling, bolting, welding, brazing, soldering or cutting. May be supervised if the EMPLOYEE so requested.

Other Examples: When required, making inspections, shifting or driving vehicles to and from pits or fuel pumps, dispensing fuel and oil, servicing batteries, battery cables and tires, lubricating chassis, keeping simple records.

Minimum Entrance Qualifications: Education equivalent to completion of eight grades in an elementary school and preferably completion of two years in a vocational high school with courses in general shop and auto repair work; reasonable experience in repairing automotive equipment in a general garage or automotive service stations; reasonable familiarity with engine and chassis unit and general auto repair work; ability to make repairs and adjustments to automotive equipment; mechanical aptitude, good powers of

observation; physical agility and strength, initiative and resourcefulness in handling repair problems encountered. Physically and mentally capable of performing all the duties of the classification. EMPLOYEES in the class will be required to provide the tools necessary to perform the work assigned and will be required to operate a motor vehicle.

MECHANIC HELPER

Duties Statement: Under the supervision of an EMPLOYEE of a higher classification individually or as part of a team, to assist in automotive maintenance by learning and performing progressively more difficult and varied bench, shop, garage and field work in dismantling, assembling, installing, maintaining and repairing all types of automotive equipment, including all types of automotive equipment, including all component parts and units; and to perform related work as required. Such work shall include, through a combination of training and direct experience, at a minimum, the areas of:

Electrical

Engine

Transmission

Brakes

Steering

Suspension and Axle

Body

Drive Train

Automotive Equipment

Vehicle Inspections, and Appropriate Repairs

Welding and Torch Work

Heating and Air Conditioning Systems

Wheels and Tires

Typical Examples of Work Performed: In accordance with established methods of inspection and repair and directions given, subject to general and specific work assignments, to inspection of work in process and upon completion, with opportunity for the application of acquired skills and knowledges and with increasing responsibility for work as experience increases, performing a variety of tasks such as assigned, working with a Mechanic or Assistant Mechanic in the removal, installation, repair and maintenance of engines, clutches, torque converters, front and rear ends, and other parts of automotive equipment. And/or, individually or as part of a team, as assigned, performing progressively more difficult tasks in repair and maintenance of automotive equipment ranging from the less difficult operations such as: inspecting, dismantling, repairing, adjusting, replacing, assembling, and maintaining drive shafts, universal joints, spring and spring shackles, air bellows, shock absorbers, radius rods, brake shoes, drums and hubs, brake and clutch

pedal assemblies and related parts, front and rear axles, and other chassis parts; aligning wheels; inspection of automotive equipment and accessories; performing simple machining operations; assembling and/or installing component engine parts and accessories; and as skill increases, performing the more difficult tasks necessary to making the adjustments, alignments or fits necessary to produce smooth and efficient operation of the vehicle and all of its component units; as assigned, as skills are developed, after having received instructions from an EMPLOYEE of a higher classification, such as Mechanic, performing any mechanical tasks associated with automotive repair such as minor bumping, heating, drilling, bolting, welding, brazing or soldering or cutting; inspecting bodies and replacing body units, fixtures and accessories.

Other Examples: As assigned, servicing automotive vehicles with gasoline, fuel oil, anti-freeze, water and lubricants, changing tires and performing other service tasks performed by utility men as assigned.

Minimum Entrance Qualifications: Education equivalent to completion of eight grades in an elementary school and preferably high school graduation with courses in general shop and automotive repair. Some experience in repairing automotive equipment; reasonable familiarity with engine and

chassis units and general auto repair equipment; mechanical aptitude, good powers of observation; physical agility and strength; keen hearing, industry, initiative and resourcefulness in handling repair problems. Willingness to perform any assigned tasks, including performing tasks of increasing difficulty, variety and complexity; physically and mentally capable of performing all the duties of the classification.

NOTE: EMPLOYEES in this class will be required to provide the tools necessary to perform the work assigned and will be required, when necessary, to operate a motor vehicle.

UTILITY: (Utility classification discontinued after October 10, 1980).

SERVICE LANE LEADER

This position will be offered to a Service Lane EMPLOYEE as outlined in Article 13. However, the Job Posting shall be for a period of three days and shall be limited to the Service Lane EMPLOYEE at the Division where the vacancy occurs. The EMPLOYEE that accepts this position will be paid a premium of 25 cents an hour and will be scheduled a minimum of one full work week (40 hours) or more.

Duties Statement: Under minimum supervision and with the latitude for independent action and judgement and with responsibility, to assist in supervising, leading and training other service lane EMPLOYEE(s).

COACH SERVICE ATTENDANT

Duties Statement: Under supervision, assist in automotive maintenance, perform servicing operations, clean all coach interiors, seats, flooring, windows and exteriors as required.

Requirements: The classification Coach Service Attendant shall include the following duties:

1. Bus hostling.
2. Bus servicing.
3. Minor repairs not classed or skilled; bulb changing.
4. Road call - coach change-off.
5. Clean parts and clean coaches for inspection.
6. Coach interior washing.
7. Coach sweeping.
8. Coach floor cleaning.
9. Coach interior dusting.
10. Coach seat cleaning.

Typical Examples of Work Performed: Shifting and driving buses to and from pits or gas pumps; driving vehicles through the wash racks and cyclone cleaners; washing buses or other automotive rolling stock; cleaning parts; washing bus interiors; making road calls in bus change-offs; changing bulbs; washing batteries; checking fuel storage tanks; converter oil tanks, engine oil tanks, changing mirrors, windshield wipers. Coach wall wash, coach seat shampooing, coach floor mopping, coach window washing, handwash difficult exterior spots on coaches, perform janitorial duties as assigned.

Minimum Entrance Qualification: Education equivalent to completion of eight grades in an elementary school. Must have physical strength and agility; physically and mentally capable of performing all the duties of the classification. Must have some mechanical knowledge, aptitude, initiative and resourcefulness.

STOCK PERSON

Duties Statement: Under supervision, to perform routine work in receiving, storing and/or issuing materials and supplies in a storeroom or warehouse; and to perform related work as required.

Typical Examples of Work Performed: In a storeroom or warehouse containing materials of a diversified nature of both small bus and linehaul, as a preponderant duty, receiving, storing, issuing and maintaining records of materials and supplies, either with a manual or automated system, including work such as: locating requisitioned items and obtaining and issuing requisitioned quantities, issuing tools and accounting for same; receiving stock, checking for proper quantities and visible quality defects and storing in proper locations; preparing labels and tags for bins; crating and uncrating stock; preparing standard forms relating to partial delivery orders and rejected materials, keeping a variety of records or stock, containers, reels of drums, including the maintaining of perpetual inventory records by posting data to stock record cards and related records; notifying superiors when stocks in bins are low; making physical inventory counts; working from parts books; identifying parts; keeping parts change records. As required, sweeping and cleaning storeroom floors and bins; operating automotive equipment as well as materials handling equipment.

Minimum Entrance Qualifications: Education: High school education, preferably with courses in accounting. Some experience in receiving and issuing materials in a storeroom or stockroom, preferably in handling diversified maintenance, construction and repair materials and supplies;

and supplies; reasonable skill in handling, storing and issuing materials; ability to maintain simple records and to make simple arithmetical computations; mechanical aptitude and mental alertness; reasonable physical strength; ability to get along with others; industry; willingness to learn, integrity; physically and mentally capable of performing all the duties of the classification.

CLEANER-WASHER (Closed Classification)

Duties Statement: Under general supervision, clean all coach interiors, seats, flooring, windows and exteriors as required.

Requirements:

1. Bus hostling.
2. Clean parts.
3. Coach interior washing.
4. Coach sweeping.
5. Coach floor cleaning.
6. Coach interior dusting.
7. Coach seat cleaning.

Typical Examples of Work Performed: Shifting and driving buses to and from pits or gas pumps; washing buses or other automotive rolling stock; cleaning parts; washing bus interiors. Coach wall wash, coach seat shampooing, coach floor mopping, coach window washing, handwash difficult exterior spots on coaches, perform janitorial duties as assigned.

Minimum Entrance Qualifications: Completed eight grades in school. Must have the physical strength, ability and mental capacity to perform all the duties of the classification.

SMALL BUS MECHANIC LEADER

Duties Statement: Carries out all phases of automotive maintenance associated with gasoline-powered transit vehicles and related supporting rolling stock and shop equipment. Assists in supervising, leading and training, either individually or as part of a team, a group of skilled, semi-skilled and service personnel in the maintenance, repair and servicing of all types of automotive equipment and to perform related work as required. Works under minimum supervision but with latitude for independent action and judgment and with responsibility for all equipment repair.

Typical Examples of Work Performed: In accordance with established methods of automotive repair and utilizing acceptable industry standards and practices, leading, supervising and training mechanical personnel in the full range of automotive and mechanical repair and maintenance tasks to gasoline powered vehicles. Performing and leading in the repair on any or all automotive and mechanical equipment utilized in the Authority's Small Bus terminals, including inspecting equipment to locate and determine nature of defects or repairs needed. Planning sequence of repair operations, dismantling and removing defective components and rebuilding automotive components or assemblies. Performing major and minor repairs to a variety of gasoline engines, automatic transmissions, and mechanical transmissions; electrical troubleshooting and repair. In-chassis and out of chassis engine overhaul or rebuild; transmission overhaul; rebuild of brake systems, and hydraulic systems. Repairing, servicing and maintaining air conditioning and heating and ventilating systems. Runs shift in the absence of a foreman, including troubleshooting all mechanical problems that present themselves, assigning duties to individual employees on any shift as well as setting his/her own job; instructing

less skilled mechanics in on-job training as well as skilled mechanics in solving difficult maintenance problems; overseeing the work of other mechanics, assistant mechanics, helpers and service personnel, maintaining stock room, and completing all required forms.

Minimum Entrance Qualifications: Education equivalent to completion of eight grades in an elementary school and preferably high school graduation with courses in general shop and automotive repair. Highly skilled mechanic, leadership abilities and capability to assume foreman responsibilities. Capability of teaching and training proper repair techniques and procedures to lesser skilled employees. Familiarity with job standards. Considerable experience in repairing and rebuilding a variety of gasoline powered vehicles or completion of an approved four-year apprenticeship in automotive repair or its equivalent. Some ability to weld, braze and cut with electric arc and acetylene torch. Reasonable knowledge of the tools, methods, materials and practices used in repairing automotive equipment. Extremely experienced with mechanical, electrical and hydraulic principles as applied to the repair and maintenance of automotive equipment. Physically and mentally capable of performing all the duties of the classification. Will be required to provide the tools necessary to perform the work assigned. Will be required to operate a bus and

maintain a valid Michigan Chauffeur's license with C-3 endorsement.

SMALL BUS MECHANIC

Duties Statement: Under general supervision, to perform the full range of automotive and mechanical repair and maintenance tasks to a variety of gasoline powered buses and related vehicles including maintenance of shop equipment. Assists in training, either individually or as part of a team, in all areas of automotive maintenance associated with gasoline-powered transit vehicles and supporting rolling stock.

Typical Examples of Work Performed: In-chassis and out-of-chassis engine overhaul and rebuild; inspecting engine components utilizing micrometers, depth gauges and dial indicator. Rebuilding clutches and overhauling automatic and mechanical transmission. Troubleshooting engine and transmission malfunctions; performing stall tests, utilizing testing equipment such as manometers, magnehelic gauges, tachometer. Overhauling air conditioning compressors, motors, hydraulic units. Troubleshooting electrical circuits, overhauling starters, alternators, and other electrical units. Troubleshooting hydraulic systems; overhauling brakes, steering gear boxes; using electric arc

or acetylene welding to cut, braxe, weld or fashion equipment parts, brackets or braces which may be required to complete a repair. Changing differentials, U-joint, spindles, tie rod ends, aligning front end geometry; instructing and overseeing the work of Assistant Mechanics and Mechanic Helper. Performing a variety of body work, keeping necessary records, including basic stock room functions.

Minimum Entrance Qualifications: Education equivalent to completion of eighth grade in an elementary school and preferably high school graduation with courses in general shop and automotive repairs. Must be skilled in the following:

1. All engine repairs and trouble diagnosis.
2. All transmission repairs and trouble diagnosis.
3. All electrical repairs and diagnosis.
4. All air conditioning repairs and diagnosis.
5. All general body repairs and painting.
6. All suspension and running gear repairs.
7. All welding.
8. All machinist work.
9. Repair of shop equipment-related machinist work.
10. All chassis work.

Reasonable experience in repairing and rebuilding a variety of gasoline powered vehicles or completion of an approved four year apprenticeship in automotive repair or its equivalent. Some ability to weld, braze and cut with electric arc and acetylene torch. Reasonable knowledge of the tools, methods, materials and practices used in repairing automotive equipment. Some familiarity with mechanical, electrical, and hydraulic principles as applied to the repair and maintenance of automotive equipment. Physical strength and agility: physically and mentally capable of performing all the duties of the classification. Will be required to provide the tools necessary to perform the work assigned. Will be required to operate bus and maintain a valid Michigan Chauffeur's license with C-3 endorsement.

SMALL BUS ASSISTANT MECHANIC

Duties Statement: Under supervision to inspect and make service repairs to a variety of gasoline powered buses and related vehicles; and/or under immediate supervision to assist in performing the more difficult work involved in general auto repair and maintenance, and to perform related work as required, including shop equipment.

Typical Examples of Work Performed: Tune-up, tearing down engines and automatic transmission. Under instructions and supervision, performing the more difficult tasks of rebuilding engines and transmissions and in-chassis engine overhaul; repairing; inspecting, changing driveshafts, universal joints, and suspension components. Overhauling brakes and all brake units; dismantling and assembling brake drums and hubs; changing electrical units such as: voltage regulators, alternators, starters, as assigned. Performing any mechanical task associated with automotive repair, such as minor bumping, heating, drilling, bolting, welding, brazing, soldering or cutting. Performing inspections, shifting or driving vehicles to and from pits or fuel pumps; dispensing fuel and oil. Servicing batteries, battery cables, tires, lubricating chassis and keeping simple records.

Minimum Entrance Qualifications: Education equivalent to completion of eight grades in an elementary school and preferably completion of two years in a vocational high school with courses in general shop and auto repair work. Must be knowledgeable in the following areas for gasoline-fueled automotive-type vehicle:

1. Engine tear down.
2. Engine rebuild with supervision.
3. Transmission tear down.
4. Transmission rebuild with supervision.
5. Air conditioning repairs with supervision.
6. Coach inspection and brake repairs.
7. All suspension and brake repairs.
8. Road calls, tire changes, etc.

Reasonable experience in repairing automotive equipment in a general garage or automotive service stations. Reasonable familiarity with engine and chassis unit and general automobile repair work; ability to make repairs and adjustments to automotive equipment. Mechanical aptitude, good powers of observation; physical agility and strength, initiative and resourcefulness in handling repair problems encountered. Physically and mentally capable of performing all the duties of the classification. Will be required to provide the tools necessary to perform the work assigned. Will be required to operate a bus and maintain a valid Michigan Chauffeur's license with C-3 endorsement.

SMALL BUS MECHANIC HELPER

Duties Statement: Assists in automotive maintenance by learning and performing progressively more difficult and varied bench, shop, garage and field work in dismantling, assembling, installing, maintaining and repairing all types of gasoline-powered automotive equipment, including all component parts and units; and to perform related work as required. Works under the guidance of an employee of a higher classification individually or as part of a team. Such work shall include, through a combination of training and direct experience, at a minimum, the areas of:

Electrical	Heating and Air Conditioning System
Engine	Drive Train
Transmission	Automotive Equipment
Brakes	Vehicle Inspections, and Appropriate
Steering	Repairs
Suspension and Axle	Welding and Torch Work
	Wheels and Tires

Typical Examples of Work Performed: At all times works as assigned, in accordance with established methods of inspection and repair and directions given, subject to general and specific work assignments and inspection of work in process and upon completion, with opportunity for the application of acquired skills and knowledge and with increasing responsibility for individual work as experience increases. Works with a Small Bus Mechanic or Small Bus

Assistant Mechanic in the removal, installation, repair and maintenance of engines, transmissions, front and rear ends, and other parts of automotive equipment. Individually performs progressively more difficult tasks in repair and maintenance of automotive equipment starting with the less difficult operations such as: inspecting, dismantling, repairing, adjusting, replacing, assembling, and maintaining drive shafts, universal joints, spring and spring shackles, shock absorbers, brake shoes, drums and hubs, brake and other pedal assemblies and related parts, front and rear axles, and other chassis parts; aligning wheels; inspecting automotive equipment and accessories; performing simple machining operations; assembling and/or installing component engine parts and accessories. As skill increases, performs the more difficult tasks necessary to making the adjustments, alignments or fits necessary to produce smooth and efficient operations of the vehicle and all of its component units. As skills are developed and after having received instructions from an employee of a higher classification, performs any mechanical tasks associated with automotive repair such as minor bumping, heating, drilling, bolting, welding, brazing or soldering or cutting; inspecting bodies and replacing body units, fixtures and accessories. Services automotive vehicles with gasoline, oil, anti-freeze, water and lubricants. Changes tires and performs other service tasks as assigned.

Minimum Entrance Qualifications: Education equivalent to completion of eight grades in an elementary school and preferably high school graduation with courses in general shop and automotive repair. Some experience in repairing automotive equipment. Reasonable familiarity with engine and chassis units and general auto repair with some ability to repair and adjust automotive equipment. Mechanical aptitude, good powers of observation, physical agility and strength, keen hearing. Industry, initiative and resourcefulness in handling repair problems. Willingness to perform any assigned tasks, including performing tasks of increasing difficulty, variety and complexity; physically and mentally capable of performing all the duties of the classification. Will be required to provide the tools necessary to perform the work assigned. Will be required to operate a bus and maintain a valid Michigan Chauffeur's license with C-3 endorsement.

SMALL BUS COACH SERVICE ATTENDANT

Duties Statement: Under supervision, performs hosteling and serving operations; cleans all coach interiors, seats, flooring, windows and exteriors as required; keeps shop and yard areas clean and neat; and assists in gasoline-powered

small bus maintenance. Performs minor repairs not classed or skilled such as bulb changing; handles coach change-offs in road calls; and cleans parts.

Typical Examples of Work Performed: Shifting and driving buses within and around the terminal, fueling buses, washing buses or other automotive rolling stock, cleaning parts, changing tires; making road calls in bus change-offs, changing bulbs, washing batteries, checking fuel and other storage tanks. Changing mirrors and windshield wipers; washing bus interiors including coach seat shampooing, coach floor mopping, and coach window washing; checking fluid levels and general condition of buses. Performing janitorial duties as assigned.

Minimum Entrance Qualifications: Education equivalent to completion of eight grades in an elementary school. Must have physical strength and agility; physically and mentally capable of performing all the duties of the classification. Must have some mechanical knowledge; aptitude, initiative and resourcefulness. Will be required to operate bus and maintain a valid Michigan Chauffeur's license with C-3 endorsement.

SMALL BUS WASHER (PART-TIME)

Duties Statement: Under supervision, fuels, cleans, and otherwise services small buses as directed. Hostles coaches on terminal property only. Performs janitorial duties as assigned. Works up to 30 hours per week.

Typical Examples of Work Performed: Drives buses to pump, fuels buses, and parks buses in storage areas; maintains fuel sheet records. Washes exterior and interior of small buses and associated service vehicles, including sweeping, dusting, shampooing, mopping, etc. Cleans shop and yard areas and handles other janitorial tasks as assigned; checks fuel and other storage tanks.

Minimum Entrance Qualifications: Education equivalent to completion of eight grades in an elementary school. Must have physical strength and agility; physically and mentally capable of performing all the duties of the classification.

APPENDIX B

Memorandum of Understanding Between
Southeastern Michigan Transportation Authority
and International Union U.A.W.
and Its Local 417

WHEREAS, the AUTHORITY has from time to time short-run emergency work; and WHEREAS: It would be impractical to hire permanent EMPLOYEES and then lay them off on short notice and possibly for long periods of time,

THEREFORE, it is agreed as follows:

1. The AUTHORITY may hire as a part-time, or temporary EMPLOYEE.
2. Part-time or temporary EMPLOYEES shall not work overtime unless all regular EMPLOYEES in the classification have first been extended the opportunity to work.
3. Part-time or temporary EMPLOYEES shall be laid off by seniority, after a probationary period, and shall be recalled in reverse order. All part-time or temporary EMPLOYEES shall be laid off before regular EMPLOYEES are laid off.
4. Part-time or temporary EMPLOYEES will not receive benefits under the Blue Cross-Blue Shield, Dental, Optical, Life and Accident provisions of this Agreement.

5. After thirty (30) calendar days, part-time or temporary EMPLOYEES shall be permitted to bid on permanent job openings.

6. Part-time or temporary EMPLOYEES shall be entitled to all other terms of the present Agreement excluding holidays, sick leave, vacation and personal leave days.

7. Any unforeseen circumstances that may arise shall be resolved by agreement between the AUTHORITY and the Committee.

8. Either party shall, upon ten (10) days written notice to the other party, retain the right to terminate, modify, alter, negotiate, change or amend this memorandum of understanding. In any event, this memorandum shall terminate with the termination of the present contract.

SEMTA

By: _____

UAW LOCAL 417

EMPLOYEE:

By: _____

APPENDIX C

Assignment

KNOW ALL MEN BY THESE PRESENTS: That I, _____
_____, City of _____
State of _____, insured under Group
Policy No. _____, issued by the _____
_____ Insurance Company, became disabled on
_____, 19____, as a result of a condition diagnosed
by my attending physician, Dr. _____
to be _____
that said disability is expected to continue until _____,
19_____.

That there is a possibility that my disability results from
an injury or sickness which arose out of and during the course of
my employment;

That in making claim against the _____
_____ Insurance Company for benefits under said Group Policy
I do so upon the condition that payment thereof will in no way
change, affect, or prejudice my Workers' Compensation claim
rights;

That I further agree if at any later date Workers'
Compensation Benefits are paid under any Workers' Compensation
Law or Act for the aforementioned disability, or any settlement
of claim for such benefits is made, or any payment is made to
avoid a claim for such benefits or a settlement of such claim, I
the undersigned, my assigns, heirs, executors, administrators, or

personal representative will pay and refund to the aforementioned Insurance Company an amount equivalent to the aggregate basic nonoccupational benefits received under said Group Policy as referred to herein.

That in consideration of the payment of benefits under said Group Policy I hereby assign, set over, transfer, and convey to the aforementioned Insurance Company all my right, title and interest in and to any payment now and hereafter made or recovered under the Michigan Workers' Compensation Act (whether by virtue of an award, judgment, settlement or otherwise) to the extent of the aggregate basic non-occupation benefit received under said Group Policy. The undersigned further agree that the aforementioned Insurance Company shall be under no obligation to commence or prosecute any action, cause of action, claims or demands for recovery under said Workers' Compensation Act and shall have no liability on account of this Assignment or any action taken pursuant thereto.

Read and approved this _____ day of _____,
19____.

Witness

Signature of Insured (Seal)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of December, 1986.

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA

SOUTHEASTERN MICHIGAN
TRANSPORTATION AUTHORITY

Bernice Adams
Bernice Adams, President
UAW, Local 417

Albert A. Martin
Albert A. Martin
General Manager

Robert Kinkade
Robert Kinkade
International Representative,
Region 1B

Mary Jo LaPorte
Mary Jo LaPorte
Director, Human Resources
and Personnel Administration

Elbert Dulworth Jr
Elbert Dulworth

Norman Pangori
Kris Pryor
Rolland St. Laurent
John Scianimanico
Fred Wutzke

Larry Freeman
Larry Freeman

Michael Michniak
Michael Michniak

David Reid
David Reid

William Worth
William Worth

Walter H. Redmond
Witness

Bernice Adams
Witness

Southeastern Michigan
Transportation Authority

Albert A. Martin
Acting General Manager

First National Building
600 Woodward Avenue
Detroit, Michigan 48226
313 256-8600

Tom Turner
Chairman

5

September 26, 1986

Ms. Bernice Adams
President
UAW Local 417
1640 Stephenson Highway
Troy, MI 48084

Dear Ms. Adams:

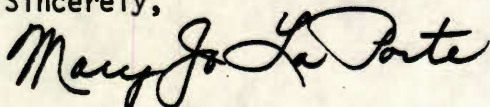
During negotiation of the 1986-1989 labor agreement between SEMTA and UAW Local 417, the following issues were discussed:

- Quality of Work Life
- Employee Assistance Program (EAP)
- Formal Driver Training for Maintenance Employees

The Authority recognizes the need to address these issues and agrees to schedule joint meetings with the Union within the first year of the contract to study implementation of the programs listed.

Additionally discussed and agreed upon during 1986-1989 negotiations, Cleaner-Washers will not be required to perform service lane duties as required of the Coach Service Attendant and Utility classifications.

Sincerely,



Mary Jo LaPorte
Director, Human Resources
and Personnel Administration

/sdc

Southeastern Michigan
Transportation Authority

Albert A. Martin
Acting General Manager

First National Building
600 Woodward Avenue
Detroit, Michigan 48226
313 256-8600

Tom Turner
Chairman



September 26, 1986

Ms. Bernice Adams
President
UAW Local 417
1640 Stephenson Highway
Troy, MI 48084

Dear Ms. Adams:

During negotiation of the 1986-1989 labor agreement between SEMTA and UAW Local 417, the issue of excessive overtime on the Wayne Division service lane was discussed.

The Authority recognizes the need to address this issue, which the current Wayne Division Manager, Robert Zolkowski, is presently studying. We are certain the situation can be resolved to the satisfaction of all parties.

We would ask the Union to give Mr. Zolkowski an opportunity to analyze the problem and be available to assist him if necessary. Should the above actions fail to satisfactorily resolve this issue, it will then be addressed by the Local President and the Director of Human Resources and Personnel Administration.

Sincerely,

Mary Jo LaPorte
Director, Human Resources
and Personnel Administration

/sdc