

3/31/89

AGREEMENT

Between

SOUTHEASTERN MICHIGAN TRANSPORTATION AUTHORITY

And

AMALGAMATED TRANSIT UNION

LOCAL 1564

OFFICE-CLERICAL EMPLOYEES

1986 - 1989

Southeastern Michigan Transportation Authority

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TABLE OF CONTENTS

	AGREEMENT
	GENERAL PROVISIONS
ARTICLE 1	RECOGNITION
ARTICLE 2	MANAGEMENT
ARTICLE 3	EMPLOYEE COOPERATION
ARTICLE 4	PURPOSE AND INTENT
ARTICLE 5	ADMINISTRATION OF AGREEMENT
ARTICLE 6	PROBATIONARY PERIOD
ARTICLE 7	AGENCY SHOP
ARTICLE 8	CHECK-OFF OF MEMBERSHIP DUES AND SERVICE FEES
ARTICLE 9	DISCIPLINE OF EMPLOYEES
ARTICLE 10	GRIEVANCES AND GRIEVANCE PROCEDURE
ARTICLE 11	ARBITRATION AND ARBITRATION PROCEDURE
ARTICLE 12	NO STRIKE - NO LOCKOUT
ARTICLE 13	GENERAL SENIORITY
ARTICLE 14	LEAVES OF ABSENCE - UNION BUSINESS
ARTICLE 15	LEAVES OF ABSENCE - PERSONAL
ARTICLE 16	MILITARY SERVICE
ARTICLE 17	LAYOFFS AND RECALL
ARTICLE 18	PHYSICAL EXAMINATIONS
ARTICLE 19	SICK LEAVE
ARTICLE 20	VACATION
ARTICLE 21	FREE TRANSPORTATION
ARTICLE 22	HOLIDAYS AND PERSONAL LEAVE DAYS
ARTICLE 23	GROUP INSURANCES AND PENSION
ARTICLE 24	BARGAINING UNIT WORK
ARTICLE 25	PAY PERIODS
ARTICLE 26	UNION BULLETIN BOARD
ARTICLE 27	UNION EMBLEMS
ARTICLE 28	PAYROLL DEDUCTIONS
ARTICLE 29	SERVICE LETTER
ARTICLE 30	OVERTIME
ARTICLE 31	BEREAVEMENT PAY
ARTICLE 32	WORK WEEK
ARTICLE 33	JURY DUTY
ARTICLE 34	PART-TIME TELEPHONE INFORMATION OPERATORS
ARTICLE 35	WAGE RATES AND CLASSIFICATIONS
ARTICLE 36	PRIOR AGREEMENTS
ARTICLE 37	SEPARABILITY AND SAVINGS CLAUSE
ARTICLE 38	DURATION OF AGREEMENT
	MEMORANDUM OF UNDERSTANDING

TABLE OF CONTENTS

	AGREEMENT
	GENERAL PROVISIONS
ARTICLE 5	ADMINISTRATION OF AGREEMENT
ARTICLE 7	AGENCY SHOP
ARTICLE 11	ARBITRATION AND ARBITRATION PROCEDURES
ARTICLE 24	BARGAINING UNIT WORK
ARTICLE 31	BEREAVEMENT PAY
ARTICLE 8	CHECK-OFF OF MEMBERSHIP DUES AND SERVICE FEES
ARTICLE 9	DISCIPLINE OF EMPLOYEES
ARTICLE 38	DURATION OF AGREEMENT
ARTICLE 3	EMPLOYEE COOPERATION
ARTICLE 21	FREE TRANSPORTATION
ARTICLE 13	GENERAL SENIORITY
ARTICLE 10	GRIEVANCES AND GRIEVANCE PROCEDURE
ARTICLE 23	GROUP INSURANCES AND PENSION
ARTICLE 22	HOLIDAYS AND PERSONAL LEAVE DAYS
ARTICLE 33	JURY DUTY
ARTICLE 17	LAYOFFS AND RECALL
ARTICLE 15	LEAVES OF ABSENCE - PERSONAL
ARTICLE 14	LEAVES OF ABSENCE - UNION BUSINESS
ARTICLE 2	MANAGEMENT
ARTICLE 16	MILITARY SERVICE
ARTICLE 12	NO STRIKE - NO LOCKOUT
ARTICLE 30	OVERTIME
ARTICLE 34	PART-TIME TELEPHONE INFORMATION OPERATORS
ARTICLE 25	PAY PERIODS
ARTICLE 28	PAYROLL DEDUCTIONS
ARTICLE 18	PHYSICAL EXAMINATIONS
ARTICLE 36	PRIOR AGREEMENTS
ARTICLE 6	PROBATIONARY PERIOD
ARTICLE 4	PURPOSE AND INTENT
ARTICLE 1	RECOGNITION
ARTICLE 37	SEPARABILITY AND SAVINGS CLAUSE
ARTICLE 29	SERVICE LETTER
ARTICLE 19	SICK LEAVE
ARTICLE 26	UNION BULLETIN BOARD
ARTICLE 27	UNION EMBLEMS
ARTICLE 20	VACATION
ARTICLE 35	WAGE RATES AND CLASSIFICATIONS
ARTICLE 32	WORK WEEK

AGREEMENT

This Agreement, made and entered into by and between the SOUTHEASTERN MICHIGAN TRANSPORTATION AUTHORITY, its successors and assignees (hereinafter referred to as the "AUTHORITY"), and Division No. 1564 of the AMALGAMATED TRANSIT UNION, AFL-CIO (hereinafter referred to as the "UNION").

WITNESSETH:

that the parties adhere to contract and agree as follows:

ARTICLE 1

Recognition

Section 1. The AUTHORITY recognizes the UNION as the duly designated sole collective bargaining representative for all Central Office, Wayne, Oakland, and Macomb Division EMPLOYEES in the classifications outlined in Article 35 (Wage Rates and Classifications), and agrees to recognize the UNION as the duly designated sole collective bargaining representative for any EMPLOYEE, position or classification determined by the Michigan Employment Relations Commission to be within the bargaining unit represented by the UNION.

Section 2. When the term EMPLOYEE is used in this Agreement, it shall mean an EMPLOYEE coming within the scope of this Agreement.

Section 3. Directors are those management EMPLOYEES reporting directly to the General Manager.

ARTICLE 2
Management

Section 1. Nothing contained in this Agreement is to be construed as a limitation on the right of management to exercise the normal, regular, and customary functions of management, including but not limited to the following:

- A. the right to hire, direct, and promote EMPLOYEES;
- B. the right for just cause to discipline, discharge, or lay off EMPLOYEES in the event such action is required;
- C. the right to establish and maintain reasonable procedures, rules, regulations and standards of operation, performance, and discipline for the guidance of EMPLOYEES so as to provide adequate service and courteous treatment to the public.

Section 2. The AUTHORITY shall have the right to maintain discipline and set efficiency standards and require observance by EMPLOYEES of the AUTHORITY's reasonable procedures, rules, regulations, and systems including but not limited to the following:

- A. those with respect to attendance, conduct, work performance, tickets, cash, systems, care and the use of equipment, courtesy and appearance;

- B. those with respect to the full and accurate completion of all AUTHORITY and/or regulatory and/or statutory forms, reports, and records;
- C. required observance of all laws, statutes, ordinances, public and safety regulations to which the AUTHORITY and EMPLOYEES are subject;
- D. the right to publish and maintain a book setting forth AUTHORITY policy with respect to general rules, regulations, procedures, and systems, applicable to the AUTHORITY's operations, including the issuance of supplementary bulletins, revisions, instructions, and orders from time to time for the direction and guidance of EMPLOYEES in the proper and efficient performance of the duties and obligations incident and necessary to the job for which they are compensated.

ARTICLE 3

Employee Cooperation

Section 1. EMPLOYEES shall work at all times in the best interest of the AUTHORITY. They shall perform efficient service in their work for the AUTHORITY. They shall give the public courteous and respectful treatment at all times, to the end that the AUTHORITY's service may improve and grow. No EMPLOYEE shall accept employment with another employer that in any way may interfere with the EMPLOYEE's primary employment with the AUTHORITY, or accept any employment competitive to the AUTHORITY whatever its nature.

ARTICLE 4

Purpose and Intent

Section 1. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the AUTHORITY, in its capacity as an Employer, the EMPLOYEES, and the UNION.

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

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

Section 4. It is the intent of the AUTHORITY, and the UNION that equality of opportunity will be provided to all EMPLOYEES in the bargaining unit and the AUTHORITY and the UNION shall not discriminate against any EMPLOYEE on the basis of race, color, creed, sex, age, handicap, religion, ancestry, marital status, national origin, place of birth, sexual preference, political affiliation, or union membership.

ARTICLE 5

Administration of Agreement

Section 1. Upon request, the AUTHORITY agrees to meet with the duly elected or appointed officers and committees of the UNION on all questions relating to hours, wages, and working conditions as provided in this Agreement, and agrees to deal with the UNION as hereinafter provided.

Section 2. The UNION agrees to furnish the AUTHORITY with an up-to-date list of all its officers and committee members, and to immediately notify the AUTHORITY in writing of any changes thereto.

Section 3. The AUTHORITY agrees to furnish the UNION written notification of changes in management at the Central Office and Division locations and to set out those supervisory EMPLOYEES empowered with the right to employ, discipline or to effectively recommend such employment or discipline of the EMPLOYEES covered hereunder.

ARTICLE 6

Probationary Period

Section 1. All new EMPLOYEES coming within the scope of this Agreement shall be on probation during the first sixty (60) days of their employment except as otherwise provided for in Section 2 of this Article. On completion of such probationary period, if they are retained in the employ of the AUTHORITY, new EMPLOYEES will be placed on the seniority list, except the AUTHORITY and the UNION by mutual consent may extend the probationary period to ninety (90) days.

Section 2. EMPLOYEES classified as telephone information operators are required to successfully complete a three week training course prior to their probationary period. The probationary period for telephone information operators will be for sixty (60) days from the date they complete their training requirement. Such probationary period may be extended by mutual consent between the AUTHORITY and the UNION to ninety (90) days.

Section 3. The probationary period shall constitute a trial period during which the AUTHORITY will judge the ability, competency, fitness, and other qualifications of new EMPLOYEES to do the work for which they were employed. During such probationary period, the AUTHORITY may discharge or discipline

Page 2 of ARTICLE 6

the EMPLOYEE at any time and its right to do so shall not be questioned by the UNION; nor shall the UNION assert or present any grievance on behalf of any such new EMPLOYEE because of any matter or occurrence whatsoever falling within such probationary period.

ARTICLE 7

Agency Shop

Section 1. EMPLOYEES not members of the UNION who desire membership in the recognized bargaining unit shall confirm their desire to join for the duration of this Agreement by initiating their union application form and dues deduction authorization forms.

Section 2. Any person employed by the AUTHORITY and who is in a classification covered by this Agreement, who is not a member of the UNION and does not make application for membership within sixty (60) days from the effective date of this Agreement, from the date of employment, or from the date he/she completes training, whichever is later, shall, as a condition of employment, pay to the UNION each month a service fee as a contribution towards the administration of this Agreement, in an amount equal to the regular monthly UNION membership dues. Such service fee shall be paid on or after the EMPLOYEE's 61st day of employment or sixty (60) days after the effective date of this Agreement, whichever is later. EMPLOYEES who fail to comply with this requirement shall be discharged by the employer thirty (30) days after receipt of written notice to the AUTHORITY from the UNION, unless the AUTHORITY is otherwise notified by the UNION, in writing, within said thirty (30) days. Provided further, that the UNION shall release the AUTHORITY from fulfilling the obligation to discharge if during the thirty (30) day period following notice to the AUTHORITY from the UNION, the EMPLOYEE

pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this agreement.

Section 3. In the event the probationary period of an EMPLOYEE is extended, the sixty (60) day period referred to above will be extended by a number of days equal to the extension of the probationary period.

ARTICLE 8

Check-Off Of Membership Dues and Service Fees

Section 1. The AUTHORITY agrees to deduct in the first and/or third pay of each month, from the pay of UNION members, the current, periodic dues and assessments of such members. The AUTHORITY shall remit same to the Financial Secretary of the UNION within ten (10) days after the date of their deduction; provided said EMPLOYEES individually and voluntarily authorize, sign, and present to the AUTHORITY the Wage Assignment which follows Section 4 of this Article.

Section 2. Such Wage Assignment, Authorization and Directive shall also request the AUTHORITY to base the deduction on a list to be furnished to it each month by the Financial Secretary of the UNION showing the names of the members and the amount of current, periodic dues and assessments to be deducted from the pay of each member. Whenever such list indicates that the amount of current, periodic dues or assessments has been changed, it shall be accompanied by the Certificate of the Financial Secretary of the UNION that such change in the amount of the current, periodic dues or assessments has been brought about in accordance with the Constitution and the By-Laws of the UNION and that such changes have been approved by the membership and/or by the International Office of the Amalgamated Transit UNION.

Section 3. The AUTHORITY agrees to deduct from the wages of any EMPLOYEE who is not a member of the UNION all service fees as provided in a written authorization in accordance with the standard form used by the AUTHORITY included herein, provided that said form shall be executed by the EMPLOYEE. The amount of such fee will be equal to the current, periodic dues required of members.

The AUTHORITY agrees to provide this service without charge to the UNION.

Section 4. The assignee shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually withheld. The AUTHORITY will not be liable for any delay in carrying out such deductions. Upon forwarding a check in payment of such deductions by mail to the assignee's last known address, the AUTHORITY shall be released from all liability to the EMPLOYEES-assignors and to the assignee under such assignments.

WAGE ASSIGNMENT - UNION DUES

TO: SOUTHEASTERN MICHIGAN
TRANSPORTATION AUTHORITY

I, the undersigned EMPLOYEE of the SOUTHEASTERN MICHIGAN TRANSPORTATION AUTHORITY, do hereby assign and transfer to the UNION from my wages earned or to be earned by me as your employee, an amount equal to the current, periodic dues and assessments required of members in said UNION. I also do hereby individually and voluntarily authorize and direct the SOUTHEASTERN MICHIGAN TRANSPORTATION AUTHORITY to withhold such current periodic dues and assessments from any wages earned by me during the first and/or third pay of any month. Upon mutual agreement between the UNION and the AUTHORITY, deductions may be made on pay periods other than those mentioned above.

I further authorize the said SOUTHEASTERN MICHIGAN TRANSPORTATION AUTHORITY to base such withholding on a list furnished to it each month by the Financial Secretary of the UNION, showing the current, periodic dues and assessments to be withheld from the wages of each of its members. Whenever such list indicates that the amount of current, periodic dues or assessments has been changed, it shall be accompanied by the Certificate of the Financial Secretary of the UNION that such change in the amount of the current, periodic dues or assessments has been brought about in accordance with the constitution and the By-Laws of the UNION and that such changes have been approved

by the membership and/or by the International Office of the Amalgamated Transit Union.

In the event this Assignment, Authorization and Directive is not in conformity with applicable federal or state laws governing such deductions, such Assignment, Authorization and Directive shall be revised so as to conform with such applicable federal or state laws as may govern such deductions.

I hereby represent that an exact copy of this Assignment, Authorization and Directive was furnished to me at the time I executed same.

Dated and executed this _____ day of _____,
19____.

EMPLOYEE

WAGE ASSIGNMENT - SERVICE FEE

TO: SOUTHEASTERN MICHIGAN
TRANSPORTATION AUTHORITY

I, the undersigned EMPLOYEE of the SOUTHEASTERN MICHIGAN TRANSPORTATION AUTHORITY, do hereby assign and transfer to the UNION from my wages earned or to be earned by me as your employee, an amount equal to the current, periodic dues required of members in said UNION. I also do hereby individually and voluntarily authorize and direct the SOUTHEASTERN MICHIGAN TRANSPORTATION AUTHORITY to withhold such current, periodic service fee from any wages earned by me during the first and/or third pay of any month. Upon mutual agreement between the UNION and the AUTHORITY, deductions may be made on pay periods other than those mentioned above.

I further authorize the SOUTHEASTERN MICHIGAN TRANSPORTATION AUTHORITY to base such withholding on a list furnished to it each month by the Financial Secretary of the UNION, showing the current, periodic service fee. All sums so deducted are to be transmitted by the SOUTHEASTERN MICHIGAN TRANSPORTATION AUTHORITY to the Financial Secretary of the UNION.

In the event this Assignment, Authorization and Directive is not in conformity with applicable federal or state laws governing such deductions, such Assignment, Authorization and Directive

Page 2 - WAGE ASSIGNMENT - SERVICE FEE

shall be revised so as to conform with such applicable federal or state laws as may govern such deductions.

I hereby represent that an exact copy of this Assignment, Authorization and Directive was furnished to me at the time I executed same.

Dated and executed this _____ day of _____,
19____.

EMPLOYEE

ARTICLE 9

Discipline of Employees

Section 1. Charges made by the AUTHORITY against its EMPLOYEES for violation of its rules or other offenses shall be presented in writing to the EMPLOYEE and the UNION within ten (10) days from the date the offense becomes known to the AUTHORITY. Violations or offenses involving the mishandling of fares, tickets or tokens, misappropriation of AUTHORITY funds or property, shall be presented in writing to the EMPLOYEE and the UNION within sixty (60) days after any alleged violation or offense has been made known to the official or officials of the AUTHORITY or their designee. The afore-mentioned time periods shall commence at the start of the day following the date on which the offense becomes known to the AUTHORITY. All violations will be presented to the EMPLOYEE on a violation form agreed to by the UNION.

Section 2. An EMPLOYEE shall not be disciplined without reasonable proof of or entries made against his/her record without just cause. When an interview is scheduled which could reasonably be expected to lead to disciplinary action, the AUTHORITY will provide the EMPLOYEE with written notice of the date and time of such interview and the notice will advise the EMPLOYEE of his/her right to UNION representation at said interview. The UNION will be provided with a copy of said notice regarding the scheduled interview, which will be held within thirty-six (36) hours but not less than twelve (12) hours of the

notice to the EMPLOYEE and the UNION. The above time period may be extended a maximum of twenty-four (24) hours by either party. The twelve (12) hour minimum may be reduced by mutual agreement.

When disciplinary action is imposed for minor infractions of rules and regulations, the EMPLOYEE involved shall be given time to appeal to an Executive Board member of the UNION, in which event such disciplinary action to be taken shall not take effect for seventy-two (72) hours. A copy of the charges and the disciplinary action to be taken shall be furnished to the UNION.

The provisions set forth in this Section regarding the interview shall have no bearing on matters concerning disciplinary action which are specified in Article 12, No Strike - No Lockout; Article 17, Layoff - Recalls; Article 18, Physical Examinations; and Article 21, Free Transportation.

Section 3. EMPLOYEE who may be disciplined shall be furnished a written statement advising him/her of his/her right to representation by the UNION and describing the violation for which he/she may be disciplined. The EMPLOYEE, thereafter, may request the presence of a UNION representative to discuss the case privately with him/her. The UNION representative will then be contacted. Whether requested or not, the UNION representative will be advised in writing of the discipline and will be given a

copy of the statement given to the EMPLOYEE. After a suspension has been converted to a discharge, the UNION will be notified in writing of the discharge.

Section 4. An EMPLOYEE who has been disciplined for violation of any rule of the AUTHORITY shall have the right to have his/her case taken up by the officer or committee of the UNION and with the official or officials of the AUTHORITY. In the event discipline is imposed on an EMPLOYEE as a result of a charge by the AUTHORITY, and the EMPLOYEE is reinstated by agreement between the AUTHORITY and the UNION or through other procedures as provided in this Agreement, such EMPLOYEE shall be reinstated without loss of seniority.

Section 5. All other considerations being equal, the AUTHORITY will distinguish in the degree of disciplinary action imposed between cases of dishonesty and cases of negligence in the handling of passes, funds, tickets and/or tokens.

Section 6. The AUTHORITY will permit an EMPLOYEE, upon request, to either copy or check his/her service record and medical examination reports. The UNION, upon the written consent of the EMPLOYEE, will be afforded the same opportunity. This Section shall not be construed as a limitation on other rights which the AUTHORITY, an EMPLOYEE, or the UNION may have under law.

Section 7. By mutual and written agreement between the AUTHORITY and the UNION, the time limits provided in this Article may be extended except as specified in Section 2 of this Article.

Section 8. The time limits set forth in this Article shall exclude Saturdays, Sundays and holidays specified in Article 22 (Holidays and Personal Leave Days).

Section 9. Anonymous complaints will not be the basis for disciplinary action against any EMPLOYEE nor placed in the EMPLOYEE's personnel file.

Section 10. When a formal customer complaint or compliment is registered against or for an EMPLOYEE, a copy of same will be given to that EMPLOYEE who shall then have forty-eight (48) hours to respond, after which time the complaint or compliment shall be processed. This may include entering the complaint or compliment in the EMPLOYEE's personnel file; any response made as specified above shall also be included in the file.

Section 11. Disciplinary matters involving offenses such as schedule adherence, tardiness, complaints, etc., will not be used as the basis for future disciplinary action for similar offenses if twelve (12) months have expired since the last date of disciplinary action for similar offenses.

ARTICLE 10

Grievances and Grievance Procedure

Section 1. A grievance is defined to be:

- A. Any controversy between the AUTHORITY and the UNION as to any matter involving the interpretation or application of the terms of this Agreement as herein set forth; and
- B. Any controversy between the AUTHORITY and the UNION as to whether or not any EMPLOYEE disciplined, suspended or discharged for violation of any rule of the AUTHORITY is guilty of such violation; and
- C. Any controversy between the AUTHORITY and an EMPLOYEE as to whether or not an EMPLOYEE has been subjected to conduct by the AUTHORITY considered to be discriminatory.

Section 2. In the settlement of a grievance under the terms of this Agreement, the following procedure shall be observed except as provided for in Sections 3 and 4 of this Article:

STEP 1. PRESENTATION OF GRIEVANCE TO IMMEDIATE SUPERVISOR

Any EMPLOYEE or the UNION having a grievance will first

verbally discuss the grievance with the immediate supervisor within ten (10) days after the incident giving rise to the grievance for review and disposition by the immediate supervisor. The EMPLOYEE may have a representative of the UNION present at this time if he/she so desires.

STEP 2.

If the grievance is not adjusted by the immediate supervisor at Step 1 and the EMPLOYEE or the UNION still feels aggrieved, the EMPLOYEE or the UNION shall reduce the grievance to writing and submit the signed grievance to the immediate supervisor within three (3) days following the conclusion of Step 1. The immediate supervisor shall give a written response to the grievance and submit the response to the UNION within three (3) days after receipt of the grievance from the UNION. In the event the response from the immediate supervisor is not acceptable to the UNION:

STEP 3. APPEAL TO DIRECTOR OR DESIGNEE

The grievance shall be submitted to the Director or his/her designee by the UNION for review and disposition within three (3) days after receipt of the response of the immediate supervisor. The Director or his/her designee shall set up a meeting with the UNION within three (3) days of receipt of the grievance from the UNION. The Director

or his/her designee shall have three (3) days after the meeting with the UNION to submit a written response to the UNION. In the event the response from the Director or his/her designee is not acceptable to the UNION:

STEP 4. APPEAL TO OFFICIAL(S) DESIGNATED IN WRITING BY THE GENERAL MANAGER

The grievance shall be submitted in writing to the designated official(s) of the AUTHORITY by the end of the third Central Office business day following receipt of the response from the Director or his/her designee. Telephone notification to the designated official(s) within the aforementioned time limit will be accepted as timely notice. The officer(s) or Committee of the UNION and the designated official(s) of the AUTHORITY shall meet at least once in a thirty (30) calendar day period to discuss and attempt to resolve those grievances which have been delivered, in writing, not less than seven (7) Central Office business days prior to the meeting, except that grievances concerning discharges shall be discussed at meetings held not more than ten (10) Central Office business days following delivery of the written grievance to the Central Office of the AUTHORITY. Any grievance discussed at a fourth step meeting shall be answered by the AUTHORITY, in writing, and delivered to the UNION by the close of the 10th Central

Office business day following said meeting(s). Nothing herein is to be construed as limiting either the UNION or the AUTHORITY to agree to extend matters to the next meeting in order to investigate new facts brought out at the aforesaid meeting(s). In the event the reply from the AUTHORITY is unacceptable to the UNION, within thirty (30) days thereafter such grievance shall either be settled or arbitration be demanded as hereinafter provided. If the grievance is not settled and if arbitration is not demanded by the UNION, such grievance shall be forever barred and extinguished.

Section 3. Any grievance which addresses the discharge of an EMPLOYEE shall enter the grievance procedure at Step 3, "Appeal to Director or his/her designee." The time elements involving the discharge shall be as follows:

The grievance shall be submitted to the Director or designee in writing by the UNION for review and disposition within fifteen (15) days after the incident giving rise to the grievance. The Director or his/her designee shall respond in writing to the grievance and submit a response to the UNION within ten (10) days after receipt of the grievance from the UNION. In the event the response from the Director or designee is not acceptable to the UNION, the grievance.

shall be submitted through the grievance procedure as previously outlined from Step 3 on.

Section 4. A grievance by an EMPLOYEE who claims that he/she has been subject to conduct by the AUTHORITY considered to be discriminatory under state or federal statutes or constitutions shall not be arbitrated but shall instead be pursued as follows:

The grievance shall be submitted in writing to the Director or designee for his/her review and disposition. In the event that a resolution of the grievance is not reached by the Director or his/her designee within fifteen (15) days thereof, the grieving EMPLOYEE shall submit said grievance to the AUTHORITY's designee for further discussion. If no agreement is reached on the disposition of the grievance within fifteen (15) days of submittal to the AUTHORITY's designee, said EMPLOYEE may, if he/she so desires, seek redress through the Equal Employment Opportunity Commission, the Michigan Department of Civil Rights, or other remedies provided by law.

Section 5. If either party fails to adhere to the time limits set forth in the procedures of this Article, except the time limits in Section 4, the grievance shall be forfeited in favor of the other party.

Section 6. The time limits set forth in this Article shall exclude Saturdays, Sundays and holidays specified in Article 22 (Holidays and Personal Leave Days). The time limits may be modified and/or extended by mutual agreement between the parties. Time limits will begin on the day following receipt of the appropriate grievance response and expire at the close of the business day specified.

ARTICLE 11

Arbitration and Arbitration Procedure

Section 1. In the event the AUTHORITY or the UNION shall have demanded that a grievance be submitted to arbitration as provided for in Article 10, Grievances and Grievance Procedure, the following procedure shall be observed:

- A. A demand for arbitration shall be a written communication which shall be served initially upon the other party specifying the grievance for which arbitration is demanded.

- B. A request for arbitration with the American Arbitration Association (AAA) will not be filed sooner than five (5) days and no later than fifteen (15) days after the demand for arbitration has been served.

The aforementioned time period shall commence at the start of the day following the date on which the demand for arbitration has been served.

- C. The arbitrator shall be selected and appointed in accordance with the procedures of the American Arbitration Association, and the arbitrator so appointed shall have the AUTHORITY to hear and decide the case.

Section 2. The function of the arbitrator shall be to make a decision in cases of alleged violation(s) of the terms and provisions of this Agreement. In discharging this function, the arbitrator shall not have the power to add to, subtract from, alter or modify any of the terms of this Agreement, nor shall the arbitrator have the power to change the intent of this Agreement in any manner. The power of the arbitrator shall be restricted to the interpretation of the meaning of existing language in the Agreement.

Section 3. In the event of the refusal of either the AUTHORITY or the UNION to submit to arbitration or to appear at the arbitration hearing, the arbitrator shall have the AUTHORITY to proceed ex parte and make an award.

Section 4. The arbitrator's decision shall be final and binding on the UNION, its members, the EMPLOYEE or EMPLOYEES involved, and the AUTHORITY.

Section 5. 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.

Section 6. The time limits set forth in this Article shall exclude Saturdays, Sundays and holidays specified in Article 22 (Holidays and Personal Leave Days).

ARTICLE 12

No Strike - No Lockout

Section 1. It is understood and agreed that, during the life of this Agreement, there shall be no strike by the UNION nor lockout by 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 possible 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, except that the AUTHORITY shall not be required to pay the wage of EMPLOYEES who refuse to report for and be willing to work. If an EMPLOYEE believes that crossing a picket line in a primary labor dispute on a property other than that of the AUTHORITY could result in physical harm or injury to his/her person, said

EMPLOYEE may avoid providing service to that property and shall immediately contact his/her supervisor to advise him/her of the picket line and receive instructions.

ARTICLE 13
General Seniority

Section 1. The seniority and the date of employment of all EMPLOYEES as presently established shall be deemed to be correctly established as of the effective date of this Agreement, indisputable errors excepted.

Section 2. The seniority of all EMPLOYEES covered by this Agreement shall be determined by the length of continuous service with the AUTHORITY and PREDECESSORS.

Section 3. EMPLOYEES temporarily employed in other classifications for a period of one (1) day (minimum 8 hours) will be paid the rate of that classification, provided:

- A. The EMPLOYEE is assigned work over and above the EMPLOYEE's normal classification, and
- B. The EMPLOYEE is qualified by the AUTHORITY for the work assigned.

Section 4. The AUTHORITY agrees to keep posted an up-to-date seniority list showing the name, date of employment, and seniority standing of all its EMPLOYEES covered hereunder in an accessible place.

Section 5. Any EMPLOYEE covered by the terms of this Agreement who is promoted to a position not included within the scope of this Agreement, shall continue to accumulate job classification seniority for a period of ninety (90) days. If such EMPLOYEE exceeds ninety (90) days in his/her new position, he/she will then have seniority frozen as of the first day of promotion. Said EMPLOYEE's job classification seniority will thereafter be frozen. Job Classification seniority will be lost if said former EMPLOYEE is terminated for just cause.

Section 6. A disabled EMPLOYEE will, upon request, be given preference over non-employees and first consideration over less senior EMPLOYEES within the bargaining unit when filling vacant positions. Such placements shall give primary consideration to the requirements of the affected bargaining unit(s), AUTHORITY operating needs, and the EMPLOYEE's qualifications to fill the available position(s).

Section 7. The AUTHORITY agrees that membership in the UNION shall not in itself become a bar in giving equal consideration to such an EMPLOYEE in the selection of EMPLOYEES for promotion to supervisory or other positions.

Section 8. An EMPLOYEE will be placed on the Seniority List upon satisfactory completion of the probationary period.

Seniority will run from the date of commencing employment with the AUTHORITY.

Section 9. An EMPLOYEE who is employed in another classification because he/she is unable to perform the duties of their regular classification due to medical reasons shall, upon being able to resume work in their regular classification, be required to make a choice between continuing the new work or returning to their regular position.

ARTICLE 14

Leaves of Absence - Union Business

Section 1. Members of the UNION who are elected or appointed to any office of the UNION which requires absence from the service of the AUTHORITY shall be granted a leave of absence without break in seniority to attend to the duties of such office; provided, that such leave of absence shall be granted only upon written application therefor and shall not be in such numbers so as to be a detriment to the service of the AUTHORITY. EMPLOYEES granted such a leave of absence must apply for reinstatement during the terms of the Agreement or any renewal, amendment, or extension thereof at least thirty (30) days before the date of retirement from such office.

Section 2. EMPLOYEES applying for reinstatement after a leave of absence of more than thirty (30) days must be able to meet the physical and work performance qualifications required of other EMPLOYEES doing the same or similar type work under the existing standards of the AUTHORITY.

Section 3. EMPLOYEES returning from leave of absence shall retain their original assignment at the time the leave of absence was granted, except in cases where vacancies, new positions, or changes have been made during the period of their absence, resulting in a loss of identity of their original assignment, in which event, such employees shall be allowed to exercise their

seniority in displacing an EMPLOYEE with less seniority on such vacancies, new positions, or changes. Compensation for returning EMPLOYEES shall be at the then prevailing rate.

Section 4. EMPLOYEES returning from a leave of absence and entitled to exercise their seniority as established herein, shall give notice of their intention to do so forty-eight (48) hours prior to the normal report time of the assignment on which they exercised such seniority.

Section 5. EMPLOYEES on leave of absence from the AUTHORITY's service shall be furnished a letter by the AUTHORITY covering the leave of absence and a copy of such letter shall be furnished to the UNION.

Section 6. The period of a leave of absence shall not be considered as time worked or as service with the AUTHORITY within the meaning of any of the provisions of this Agreement, except when the UNION reimburses the AUTHORITY for payments made by the AUTHORITY to the UNION officials pursuant to Section 7 of this Article.

Section 7. Local UNION officials who take a leave of absence to administer this Agreement shall charge such time to the AUTHORITY. The AUTHORITY agrees to pay the UNION officials

for regular time on UNION business at the regular rate including cost of living, provided the UNION reimburses the AUTHORITY for the gross amount of such payment plus the employer's share of the payroll taxes, pension, Worker's Compensation and other insurances, vacation, sick leave if any, holiday pay, bereavement pay and jury duty. Such amount will be paid on the payroll date payment is made to the UNION official and such payment will be subject to the usual deductions, including employee pension contribution.

ARTICLE 15

Leaves of Absence - Personal

Section 1. Leaves of absence may be granted, provided that the granting of such leaves shall be entirely at the option of the AUTHORITY, except as otherwise provided for in this Article, and such leaves shall be subject to all sections of this Article. The exceptions as mentioned above are the handling of an estate in which an EMPLOYEE is named personal representative, the death of an EMPLOYEE's spouse, child or parents that would require the attendance of the EMPLOYEE. Such leaves shall not exceed ninety (90) days.

Section 2. EMPLOYEES applying for reinstatement after leaves of absence of more than thirty (30) days must be able to meet the physical and work performance qualifications required of other employees doing the same or similar type work under the then existing standards of the AUTHORITY.

Section 3. EMPLOYEES returning from leaves of absence shall retain their original assignments at the time the leaves of absence were granted, except in cases where vacancies, new positions, or changes have occurred resulting in a loss of identity of their original assignments, in which event such EMPLOYEES shall be allowed to exercise their job classification seniority in displacing EMPLOYEES with less job classification seniority on such vacancies, new positions, or changes.

Compensation for returning EMPLOYEES shall be at the then prevailing rate.

Section 4. EMPLOYEES returning from leaves of absence and entitled to exercise their job classification seniority as established herein shall give notice of their intention to do so forty-eight (48) hours prior to the normal report time of the assignments on which they have exercised such seniority. EMPLOYEES returning from leaves of absence prior to the expiration date allowed in such leaves shall be required to give not less than ten (10) days notice to the AUTHORITY and to the UNION.

Section 5. An EMPLOYEE on leave of absence from the AUTHORITY's service shall be furnished a letter by the AUTHORITY covering the leave of absence and a copy of such letter shall be furnished to the UNION.

Section 6. Leaves of absence will be without pay or employee benefits; provided that in leaves of absence granted pursuant to the exceptions set forth in Section 1 of this Article, the hospital-medical coverage benefit will not be cancelled during the first sixty (60) days of said leaves of absence. Such coverage may be continued at the option and expense of the EMPLOYEE for the duration of the leave.

Section 7. Leaves of absence shall not be granted for the purpose of seeking or obtaining other employment.

Section 8. Any EMPLOYEE may request that his/her reasons for personal leave of absence be kept in strict confidence between the EMPLOYEE and his/her Director or designee.

ARTICLE 16

Military Service

Section 1. EMPLOYEES enlisting or entering the armed forces of the United States shall be granted all rights and privileges provided by applicable laws, and shall retain and accumulate seniority rights during their absence, provided that they report for duty within ninety (90) days from the date of discharge and are physically fit to perform the duties of the classification.

Section 2. EMPLOYEES who attend required military reserve training will be granted leave, and shall be granted all rights and privileges provided by applicable laws and shall retain and accumulate seniority rights and benefits during their absence.

Section 3. Upon returning to the AUTHORITY's service, the EMPLOYEE shall be remunerated in line with his/her seniority at the then current rate for the classification.

Section 4. EMPLOYEES who are physically unfit to perform the duties of the classification and who provide the AUTHORITY with a doctor's certificate regarding said condition shall, by mutual agreement between the AUTHORITY and the UNION, be granted an extension beyond the aforementioned ninety (90)-day period in which to correct the physical defect.

ARTICLE 17

Layoffs and Recall

Section 1. EMPLOYEES will be laid off in inverse order of bargaining unit seniority; provided that, where a position is/has been eliminated, an EMPLOYEE occupying that position and so scheduled for layoff as a result of insufficient funding or change in the operations of the AUTHORITY shall have the right to displace a member of the bargaining unit with less bargaining unit seniority within the same job classification. The displaced Employee shall then have the right to displace a member of the bargaining unit with less bargaining unit seniority within the same job classification. An EMPLOYEE unable to hold by seniority within his/her own classification shall have the right to displace a less senior EMPLOYEE in another job classification provided that:

- A. the EMPLOYEE scheduled for layoff or displaced is qualified by the AUTHORITY to perform the duties of the EMPLOYEE chosen for displacement;
- B. the EMPLOYEE chosen for displacement has less seniority; and
- C. the displacement does not result in a promotion or wage increase for any of the EMPLOYEES involved, except where a wage increase is payable due to a wage

differential within the same classification because of a difference of work location.

A displacing EMPLOYEE shall maintain his/her progression percentage, which shall be applied to the wage rate applicable to his/her new position.

In the case of more than one EMPLOYEE being scheduled for layoff, the displacement shall be in order of seniority. The displacement process shall continue as long as a displaced EMPLOYEE is able to bump another EMPLOYEE within the bargaining unit. A displacing EMPLOYEE, however, shall remain in his/her new position for the duration of the layoff unless returned to his/her original position or displaced by another EMPLOYEE.

Section 2. Probationary EMPLOYEES terminated as a result of a layoff will be recalled before new EMPLOYEES are hired, provided no more than twenty-four (24) months shall have elapsed since their last layoff.

Section 3. Recalls shall be in reverse order of layoffs. A laid off EMPLOYEE shall be eligible for recall for a period of time equal to his/her job classification seniority at the time of layoff or thirty-six (36) months from the time of layoff, whichever is greater.

Section 4. Notices to return to work will be sent by Certified United States Mail, Return Receipt Requested, or by mailgram to the address on file in the office of the AUTHORITY. All EMPLOYEES will be responsible for keeping the office of the AUTHORITY advised of any change of address and the AUTHORITY will be notified within three days after the EMPLOYEE changes his/her address.

Section 5. All EMPLOYEES who have been laid off for a period less than fourteen (14) calendar days shall be notified of recall by telephone or mailgram to their last known address or telephone number as it appears on the Authority records. Such EMPLOYEES shall have five (5) calendar days after receipt of such notice of recall to report for work. All EMPLOYEES who have been laid off for a period exceeding fourteen (14) calendar days shall be notified to report to work within fourteen (14) calendar days after the date of mailing of the recall letter or sending of a telegram or mailgram. EMPLOYEES will be granted an additional five (5) working days, if requested. The EMPLOYEE so recalled, failing to report as described herein shall forfeit his/her seniority and recall rights herein. An EMPLOYEE failing to pass the return to work physical examination provided by the AUTHORITY shall be entitled to utilize the provisions of Article 18 (Physical Examinations), Section 4. The EMPLOYEE will continue to retain his/her recall rights as provided in Section 2 of this Article. When such EMPLOYEE, having recall rights, is released

by the examining physician retained by the AUTHORITY, or the majority of the three (3) examining physicians certify to his/her physical and mental fitness to again perform the duties for which he/she was employed, the EMPLOYEE will be permitted to bump a less senior person in his/her classification then actively employed. In no case shall the AUTHORITY be required to share in the expense of more than one (1) impartial physician's examination.

Section 6. EMPLOYEES who are laid off and temporarily employed in other classifications shall, upon work becoming available in their own classification, be required to make a choice between continuing the new work or returning to their old work. Thereafter, job classification seniority shall accumulate only in the department and classification in which the EMPLOYEE continues to work, except as set forth in Article 13, Section 5, of this Agreement.

Section 7. The AUTHORITY agrees to meet and confer in good faith with the UNION before any such layoff occurs, giving the number of EMPLOYEES to be laid off and giving all appropriate information concerning such layoff.

ARTICLE 18

Physical Examinations

Section 1. The AUTHORITY may require any of its EMPLOYEES to submit to a physical examination as may be necessary and justifiable when it appears that a serious medical condition exists or has existed in the past. An EMPLOYEE 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 section shall not be construed to require payment by the AUTHORITY of costs for further treatment that may be recommended by the examining physician or specialist.

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

Section 4. 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, the EMPLOYEE may at his/her option have a review of his/her case in the following manner:

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

- B. In the event the findings of the physician chosen by the EMPLOYEE involved shall disagree with the findings of the physician retained by the AUTHORITY, the AUTHORITY, at the written request of the EMPLOYEE involved, and the EMPLOYEE will jointly ask the two (2) physicians to agree upon and appoint a third qualified, licensed and disinterested physician for the purpose of making a further physical examination of the EMPLOYEE involved. The findings of the majority of the three (3) examining physicians shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of such a third physician shall be shared equally by the AUTHORITY and the EMPLOYEE.

Section 5. Should 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 may continue working while undergoing medical treatment; if the examining physician or a majority of the three (3) examining physicians as hereinabove provided for shall certify to his/her ability to safely do so.

- B. The EMPLOYEE involved shall be given a sick leave for the purpose of undergoing medical treatment until such time as the examining physician or the majority of the three (3) examining physicians as 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 utilized by the EMPLOYEE or the AUTHORITY 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 19

Sick Leave

Section 1. All EMPLOYEES of the AUTHORITY coming under the provisions of this contract who have completed sixty (60) days of continuous service shall be granted sick leave. Sick leave shall accrue to each EMPLOYEE on the basis of 6.66 hours per calendar month (maximum ten (10) days per year) provided that no sick hours shall accrue for any month during which the EMPLOYEE was on paid status for less than fifteen (15) days. Sick leave shall be computed from the commencement of employment.

Section 2. Unused sick leave may be accrued for each EMPLOYEE to a maximum of fifty (50) days.

Section 3. Sick leave may not be granted in anticipation of future service.

Section 4. The term "SICK LEAVE" shall be construed to be absence due to illness or injury to the EMPLOYEE.

EMPLOYEES can use up to two (2) accrued vacation days to attend to the sickness of immediate members of their family living within the household of the EMPLOYEE. Failure to give proper notification as described in Section 5 of this article may be just reason for refusal of vacation pay. The Office Director, may, at his/her discretion, require proof of illness in a manner as provided for in Section 6 of this article.

Section 5. In order to be eligible for sick leave pay, an EMPLOYEE must notify his/her immediate supervisor not later than thirty (30) minutes following the scheduled starting time. Failure to give proper notice may be just reason for refusal of sick pay.

Section 6. A medical certificate or other suitable proof must be provided for all sick leave granted beyond two (2) consecutive days, provided that the Department Director may, at his/her discretion, require proof of illness for periods not exceeding two (2) days; and all excuses for absence shall be subject to such verification as the Department Director may require, including examination by a physician selected by the AUTHORITY, the cost of which shall be borne by the AUTHORITY.

Section 7. EMPLOYEES taken ill or injured during the working period will be paid for time worked. Time not worked during the working period if more than one (1) hour can be charged to the sick day bank in half hour increments.

Section 8. The AUTHORITY will provide EMPLOYEES who have completed twelve (12) consecutive months of employment with the AUTHORITY, a non-occupational sickness and accident benefit equal to 60% of the normal weekly pay with a maximum weekly benefit of \$230 in the first year, \$240 in the second year, and \$250 in the third year of this Agreement for up to twenty-six (26) weeks per

injury or illness. Normal weekly pay for this section is defined as the employee's pay rate on April 1st multiplied by forty (40) hours and will be adjusted annually. The weekly benefit will be rounded to the nearest ten (10) dollar increment. Such coverage will begin on the first day of injury or fourth day of illness. During this period the AUTHORITY will maintain the EMPLOYEE's benefits. However, when an EMPLOYEE is receiving a sick leave benefit he/she will not be eligible for other compensation such as holiday pay, jury duty or bereavement pay.

Section 9. EMPLOYEES, after accumulating the maximum sick leave bank, may convert the excess days acquired in each calendar year to vacation days on the basis of one (1) vacation day for two (2) sick days.

Section 10. Sick leave will extend for a period up to twenty-six (26) weeks or such number of weeks required to coincide with the sick and accident insurance.

Section 11. After sick leaves of twenty-six (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 eighteen

(18) months. 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 23, Section 1.A.3. EMPLOYEES not eligible for disability retirement will be terminated. At the end of the sick leave period the EMPLOYEE will, upon request, be paid his/her accrued vacation pay and may draw down his/her unused sick leave bank.

Section 12. EMPLOYEES upon retirement from the AUTHORITY under the provisions 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.

ARTICLE 20

Vacation

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

Section 2. To be eligible for any vacation as provided herein, an EMPLOYEE must have completed not less than six (6) 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 fifteen (15) normal service days worked per month. Such time shall be computed from the EMPLOYEE's seniority date. Vacations shall be in accord with the following schedule for current EMPLOYEES:

<u>NUMBER OF FULL YEARS SERVICE</u>	<u>DAYS</u>
1 Year	10 Days
2 Years	12 Days
3 Years	15 Days
6 Years	16 Days
12 Years	21 Days
20 Years	23 Days
25 Years	25 Days

Vacation schedule for EMPLOYEES hired on or after May 15, 1980 is as follows:

<u>NUMBER OF FULL YEARS SERVICE</u>	<u>DAYS</u>
1 Year	7 Days
3 Years	14 Days
6 Years	15 Days
9 Years	16 Days
12 Years	21 Days
16 Years	23 Days
25 Years	25 Days

Section 3. Vacation leave may not be granted in anticipation of future service.

Section 4. Vacation pay will be compensated on the basis of the EMPLOYEE's normal scheduled work day hours at the current rate of pay for each day.

Section 5. Vacations shall be chosen in the month of February. The AUTHORITY, at its discretion, will determine the number of EMPLOYEES that may be permitted off at any one time in each department. EMPLOYEES will pick the number of vacation days they have accrued through their last full year of employment. EMPLOYEES picking vacations which will fall after the completion of a full year of employment, may pick additional days that they

would be entitled to after the completion of that year. EMPLOYEES, at the request of management, and by mutual consent, will be allowed to postpone a portion of their vacation to be carried over one (1) year. Other than as stated herein, vacations will be taken in the anniversary year immediately following accrual.

Section 6. When vacation periods are posted, all EMPLOYEES, in order of their seniority, select their vacation period, or leave their selection of a vacation period with an officer of the UNION or authorize some person to act on their behalf to make the selections as it becomes their turn, in accordance with their seniority. If the EMPLOYEE fails to select his/her vacation period as provided for in this Section, he/she 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 a vacation to the EMPLOYEE.

Section 7. EMPLOYEES who terminate employment with less than one year seniority shall not be eligible for accrued vacation pay. EMPLOYEES terminating after one (1) year shall be entitled to be paid for unused accrued vacation.

ARTICLE 21

Free Transportation

Section 1. All EMPLOYEES of the AUTHORITY covered by this Agreement shall be entitled to free transportation limited to the routes operated by the AUTHORITY except demand-response services. All passes or tickets issued by the AUTHORITY for free transportation under the provisions of this Article shall be non-transferable.

Section 2. EMPLOYEES on sick leave will be granted free transportation over the lines of the AUTHORITY as long as they have EMPLOYEE status.

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

Section 4. The EMPLOYEE's spouse and dependent children under eighteen (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.

Section 6. At the discretion of the AUTHORITY all passes will be collected and new passes issued.

Section 7. Upon termination all passes will be returned to the AUTHORITY.

ARTICLE 22

Holidays & Personal Leave Days

Section 1. All EMPLOYEES of the AUTHORITY coming within the scope of this Agreement shall receive holiday pay pursuant to the provisions set out in this Section; provided the EMPLOYEE has worked the day before the holiday and the first scheduled workday following the holiday, unless excused, including absence due to sickness or disability. However, an EMPLOYEE on disability or personal leave without pay shall not be entitled to holiday pay during that period.

Section 2. All eligible EMPLOYEES shall be entitled to one day of pay at their current rate for the following holidays:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day Following Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
Martin Luther King's Birthday

If any of the scheduled holidays fall on a Saturday, the offices will be closed on Friday. If any of the scheduled holidays fall on a Sunday, the offices will be closed on Monday. Martin Luther King's Birthday, will be observed on the national observance date.

Section 3. Except for Telephone Information personnel, EMPLOYEES will not normally be required to work on holidays. If telephone information personnel are required to work on a

holiday, those persons will be paid at straight time for hours worked plus holiday pay. Other EMPLOYEES required to work on a holiday will be compensated at one and one half (1-1/2) times the current rate.

A. Holiday Rotation Procedure for Telephone Information Operators:

In an effort to distribute holidays equally among employees, a rotation system in order of seniority will be utilized in the scheduling of the following holidays: Martin Luther King Day, Good Friday, Day after Thanksgiving, Christmas Eve, New Year's Eve.

As holidays become available, they will be offered to Operators on a rotating basis, beginning with the highest seniority Operator. The Holiday Rotation List for the next holiday will begin with the first Operator who was not offered a choice on the previous holiday.

During the annual vacation pick, employees may select a one (1) week or more vacation period during which one of the identified holidays falls. The vacation selection will not affect an employee's position on the Holiday Rotation List.

Information concerning equalization of holidays will be openly displayed in the department in such a manner that employees may check their status.

Section 4. Holiday pay will be construed as hours worked in determining overtime.

Section 5. EMPLOYEES will be compensated for holiday pay on the basis of their normal scheduled work hours at the rate in effect on the date of the holiday.

Section 6. All EMPLOYEES upon completion of their probationary period shall be compensated at their normal scheduled hours at their current rate of pay for three (3) personal leave days for each year of the contract.

ARTICLE 23

Group Insurances and Pension

Section 1. The AUTHORITY shall provide the following group insurances and pension plan for eligible EMPLOYEE-MEMBERS who can qualify:

A. LIFE INSURANCE

1. GROUP LIFE INSURANCE POLICY

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
EMPLOYEE	\$17,000	\$20,000	\$23,000
Spouse of an EMPLOYEE	\$ 3,000	\$ 5,000	\$ 5,000

2. ACCIDENTAL DEATH AND DISMEMBERMENT POLICY

EMPLOYEE	\$17,000	\$20,000	\$23,000
Spouse of an EMPLOYEE	\$ 3,000	\$ 5,000	\$ 5,000

3. LIFE INSURANCE DISABILITY BENEFIT

The following benefits will be provided for all EMPLOYEES who are under the age of sixty (60) and become totally disabled for a period of at least nine (9) 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 \$100 per month for a period of sixty (60) months, which amount will reduce the EMPLOYEE life insurance benefits by the amount paid to the EMPLOYEE.

4. LIFE INSURANCE - RETIREES

When an EMPLOYEE retires under an AUTHORITY retirement program, the AUTHORITY will provide a death benefit in the amount of \$5,000. The retiring EMPLOYEE-MEMBER, 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 sixty-five (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. Membership Liability (M.L.) rider to 1 above.
4. Master Medical coverage with:
 - \$100 deductible for single coverage and
 - \$200 deductible for family coverage
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.

C. MEDICAL AND HOSPITALIZATION INSURANCE - RETIREES

1. The AUTHORITY will make available to EMPLOYEES under age sixty-five (65) who have retired under the AUTHORITY's retirement program prior to April 1, 1980 the coverage described in Section 1-B above, provided said retirees reimburse the AUTHORITY for the cost of the coverage each month. EMPLOYEES under age sixty-five (65) who retire on or after April 1, 1980 under the AUTHORITY's retirement program will be provided with the

coverage described in Section 1-B above at no cost to said retirees.

2. The AUTHORITY will make available to all EMPLOYEES and retirees who are age sixty-five (65) or older Blue Cross-Blue Shield complementary coverage, provided that said EMPLOYEE shall enroll for Medicare coverage when eligible. The AUTHORITY agrees to pay full cost of same for the Medicare supplement for the EMPLOYEE only. The AUTHORITY will permit the retiree to enroll his/her spouse under the plan providing the retiree reimburses the AUTHORITY for the cost each month. Failure to make payments outlined herein and in Paragraph 1 above 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 nineteen (19) years of age one (1) eye examination and one (1) pair of glasses, if needed, once every two (2) years, under the provisions of an optical care insurance program provided by 1st Optometry, or an equivalent.

E. PRESCRIPTION DRUG PROGRAM

The AUTHORITY will provide to all EMPLOYEES, spouse, and all dependent children under nineteen (19) years of age a prescription drug program selected by the AUTHORITY. Said program will provide for a two dollar (\$2.00) deductible prescription. The AUTHORITY will also provide this program to EMPLOYEES who retire after April 1, 1980 and said retirees' spouse.

F. DENTAL INSURANCE

The AUTHORITY will make available to all EMPLOYEES, spouse and all dependent children under nineteen (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 said members of their families. The coverage shall not be less than the coverage provided as of April 1, 1983. A new EMPLOYEE must work for six (6) months to become eligible for this benefit. The AUTHORITY reserves the right to offer EMPLOYEES a capitation dental insurance plan in addition to the program described in this section.

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 the Municipal Employees Retirement Act. EMPLOYEES will not be required to contribute a percentage of gross wages to the MERS Retirement Plan.

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

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

ARTICLE 24

Bargaining Unit Work

Section 1. The AUTHORITY recognizes that the integrity of the bargaining unit is of significant concern to the UNION and Clerical EMPLOYEES.

Section 2. Supervisory and Managerial Employees shall not perform bargaining unit work except in case of emergency or the training of new employees.

Section 3. 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.

ARTICLE 25

Pay Periods

Section 1. Pay day for an EMPLOYEE coming within the scope of this Agreement shall be once every week. Monday shall constitute the first day of the work period and Sunday shall constitute the last day of the work period.

Section 2. The pay day will be the Friday following the last day of the work period, not later than 12:30 P.M., except when the Friday shall be a bank holiday, in which case the pay day shall be on Thursday immediately preceding the said Friday.

Section 3. If for any reason time claimed is not allowed, a copy of the original time sheet or advice will be sent to the EMPLOYEE claiming the time, with a full and complete written explanation of why the time was not allowed. Such advice will be within five days of date of filing. Failure of the Authority to properly notify will result in automatic allowance of the claim.

Section 4. All pay records will be maintained in the AUTHORITY offices and agreed shortages in pay shall be reimbursed in said amount within twenty-four (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.

ARTICLE 26

Union Bulletin Board

The AUTHORITY agrees that it will furnish a bulletin board at an appropriate location where the EMPLOYEES gather, for the exclusive use of the UNION for the posting of all proper notices relating to UNION matters, as approved by the UNION.

ARTICLE 27

Union Emblems

UNION members will be permitted to wear the lapel emblem (or pin) of the UNION during working hours.

ARTICLE 28

Payroll Deductions

Section 1. CREDIT UNIONS AND FINANCIAL INSTITUTIONS: The AUTHORITY agrees to permit a payroll deduction to the Northwood Transportation Credit Union and to permit a payroll deduction to a Credit Union organization or financial institution that is a member of the Michigan Clearing House Association.

Section 2. COPE: The AUTHORITY agrees to deduct and transmit to the Amalgamated Transit Union Committee on Political Education, (A.T.U. - COPE), the monthly amounts specified by those EMPLOYEES who voluntarily authorize such contributions on the forms provided for that purpose by the A.T.U. - COPE and submitted to the AUTHORITY. These transmittals shall be accompanied by a list of the names of those EMPLOYEES for whom such deductions have been made. A copy of the list that is sent to A.T.U. - COPE shall be submitted to A.T.U. Local 1564.

ARTICLE 29

Service Letter

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 30

Overtime

Section 1. Work performed in excess of eight (8) 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 over forty (40) hours in a pay period.

Section 2. For the purpose of this Article, sick leave shall not be construed as time worked.

Section 3. In scheduling overtime of telephone information operators, a rotation system in order of seniority will be utilized in an effort to equalize scheduled overtime among operators. As overtime assignments become available, the list of operators will be rotated so that the most senior operator will be placed at the bottom of the list after completing such an assignment, and the next assignment will be given to the next senior operator, etc., in a rotating fashion. An operator will have the option of rejecting a work assignment, in which case the operator will lose his/her place on the rotating list. Should all operators of lower position reject the assignment, the operator having first rejected the assignment will be required to work it.

ARTICLE 31

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 (3) days. Immediate family shall be defined as: mother, father, sister, brother, wife, husband, son, daughter, mother-in-law, father-in-law, grandparents; if the natural parent is deceased, the EMPLOYEE's stepfather or stepmother.

Section 2. The EMPLOYEE will submit a death certificate or a newspaper death notice to his/her supervisor within fifteen (15) days after returning to work.

Section 3. When it is necessary for an EMPLOYEE to attend the funeral of a member of the immediate family as defined in Section 1 which requires travel beyond a 500 mile radius, the EMPLOYEE will be granted two (2) days without pay for such travel.

ARTICLE 32

Work Week

The work week shall be five (5) days of eight (8) hours each.

ARTICLE 33

Jury Duty

The AUTHORITY will pay the EMPLOYEE for each day spent on Jury Duty the difference between the EMPLOYEE's regular daily wage and the daily amount paid to the EMPLOYEE for Jury Duty.

ARTICLE 34

Part-Time Telephone Information Operators

Section 1. The AUTHORITY may hire Part-Time Telephone Information Operators covered under this Agreement not to exceed 25% of total full-time OPERATORS during the term of this Agreement.

Section 2. Part-Time OPERATORS shall not work an individual assignment paying less than two (2) hours per day nor a combination of assignments paying more than thirty (30) hours per week, except in cases where a Part-Time OPERATOR is filling in for a full-time Operator on leave for a period known to be at least one (1) week in duration.

Section 3. No regular full-time Operator who can qualify under Article 17, Sec. 1, shall be furloughed or laid off until all Part-Time Operators have been furloughed or laid off.

Section 4. The AUTHORITY may not lay off any regular full-time Operator employed by the AUTHORITY as of April 1, 1980, in order to hire Part-Time Operators. Any regular full-time Operator terminated for disciplinary reasons will be replaced by a regular full-time OPERATOR. No regular full time OPERATOR shall be required to become a Part-Time OPERATOR. Except in the event of general layoff as specified in Article 17, the number of full-time OPERATORS shall not be less than twelve (12).

Section 5. Regular full-time OPERATORS and retirees will be given preference over nonemployees in becoming Part-Time OPERATORS under the scope of this Agreement, providing that retirees apply for such employment within a year of the signing of this Agreement or within a year after having retired, whichever is later. Regular full-time OPERATORS becoming Part-Time OPERATORS shall retain the seniority they have accumulated before becoming Part-Time OPERATORS. Any regular full-time OPERATOR desiring to become a Part-Time OPERATOR may be transferred to such status providing he/she has completed at least one (1) year as a regular full-time OPERATOR immediately preceding such request, and providing an opening is available. Such transfer will be subject to the following conditions:

- A. Such OPERATORS will be paid the appropriate normal hourly rate for Part-Time OPERATORS per this Agreement, and will be subject to all provisions of this Article.

- B. OPERATORS desiring to transfer to Part-Time status must first obtain written approval from their Director head. Once a transfer is granted the OPERATOR must remain in such status for a minimum of three (3) months or until a regular full-time position becomes available for which he/she is qualified, whichever comes later.

- C. Seniority rights of regular OPERATORS approved under this Section for Part-Time status shall be preserved in accordance with Article 13, Section 5.

Section 6. A roster containing the names, seniority, and assignments of Part-Time OPERATORS shall be posted in an accessible place. Part-Time OPERATORS' seniority will be kept separate in the manner described in Article 13 of this Agreement, but will have no bearing on regular full-time OPERATORS' seniority. In the event that a Part-Time OPERATOR is accepted for full-time employment, his/her regular full-time seniority will begin when he/she starts as a regular full-time OPERATOR.

Section 7. Part-Time OPERATORS will be paid at the same hourly wage rates as full-time OPERATORS, subject to the basis that 2,080 hours worked shall be credited as one (1) year.

Section 8. Part-Time OPERATORS will not be eligible for paid leave or other fringe benefits applicable to regular full-time OPERATORS except as specifically provided herein. Part-Time OPERATORS will receive the following fringe benefits:

- A. FICA and Workers Compensation, as specified by law.
- B. Credit Union as specified in Article 28.

- C. Free transportation as specified in Article 21, but for the Part-Time OPERATORS only.

Section 9. Part-Time OPERATORS shall be subject to the same rules, regulations, and policies of the AUTHORITY applicable to regular full-time OPERATORS, plus specialized rules, regulations, and policies that may be applicable only to the Part-Time OPERATORS.

Section 10. Part-Time OPERATORS shall be covered under Articles 7, 8, 9, 10, 11 of this Agreement, dealing with representation, dues and service fees, discipline, grievance and arbitration. For purposes of dues or service fee collection, the provisions of Article 7, Section 2, of this Agreement, regarding time and method of collection shall apply to Part-Time OPERATORS, notwithstanding the length of the probationary period for Part-Time OPERATORS. Union dues, fees, and assessments shall apply equally to full-time OPERATORS and Part-Time OPERATORS.

Section 11. No full-time AUTHORITY EMPLOYEE shall work as a Part-Time OPERATOR.

Section 12. The provision of Article 6 of this Agreement covering the probationary period, representation during probation, and extension of the probationary period shall apply, except that the probationary period shall be 180 calendar days for all Part-Time OPERATORS.

ARTICLE 35

Wage Rates and Classifications

Section 1. The regular straight time hourly rate of pay by classification for office clerical EMPLOYEES coming within the scope of this Agreement and employed as of March 31, 1980, shall be as follows:

CENTRAL OFFICE

CLASSIFICATIONS AND SERVICE REQUIREMENTS

	<u>April 1, 1986</u>	<u>April 1, 1987</u>	<u>April 1, 1988</u>
STENOGRAPHER			
Starting Rate	\$10.48	\$10.68	\$11.08
After One Year	\$10.78	\$10.98	\$11.38
CHARTER TECHNICIAN			
Starting Rate	\$10.48	\$10.68	\$11.08
After One Year	\$10.78	\$10.98	\$11.38
LEAD TELEPHONE INFORMATION OPERATOR			
Starting Rate	\$10.13	\$10.33	\$10.73
After One Year	\$10.43	\$10.63	\$10.93
TELEPHONE INFORMATION OPERATOR*			
Starting Rate	\$10.03	\$10.23	\$10.63
After One Year	\$10.32	\$10.52	\$10.92
(*Add 25 cents premium if duties include training)			
RECEPTIONIST			
Starting Rate	\$10.03	\$10.23	\$10.63
After One Year	\$10.32	\$10.52	\$10.92
CLERK-TYPIST			
Starting Rate	\$10.03	\$10.23	\$10.63
After One Year	\$10.32	\$10.52	\$10.92

CLASSIFICATIONS AND SERVICE REQUIREMENTS

April 1, 1986 April 1, 1987 April 1, 1988

DATA CLERK/TYPIST

Starting Rate	\$ 9.61	\$ 9.81	\$10.21
After One Year	\$ 9.90	\$10.10	\$10.50

DATA CLERK/PHOTOCOPY OPERATOR

Starting Rate	\$ 9.11	\$ 9.31	\$ 9.71
After One Year	\$ 9.40	\$ 9.60	\$10.00

SENIOR OFFICE CLERK/STORES - LOCKSMITH

Starting Rate	\$10.48	\$10.68	\$11.08
After One Year	\$11.04	\$11.24	\$11.64

OFFICE CLERK

Starting Rate	\$ 9.69	\$ 9.89	\$10.29
After One Year	\$ 9.98	\$10.18	\$10.58

WAYNE/OAKLAND/MACOMB DIVISIONS

CLASSIFICATIONS AND SERVICE REQUIREMENTS

April 1, 1986 April 1, 1987 April 1, 1988

DATA CLERK/PAYROLL

Starting Rate	\$ 9.75	\$ 9.95	\$10.35
After One Year	\$10.04	\$10.24	\$10.64

CLERK TYPIST

Starting Rate	\$ 9.64	\$ 9.84	\$10.24
After One Year	\$ 9.93	\$10.13	\$10.53

DATA CLERK/TYPIST

Starting Rate	\$ 9.21	\$ 9.41	\$ 9.81
After One Year	\$ 9.50	\$ 9.70	\$10.10

CLASSIFICATIONS AND
SERVICE REQUIREMENTS

	<u>April 1, 1986</u>	<u>April 1, 1987</u>	<u>April 1, 1988</u>
DATA CLERK			
Starting Rate	\$ 8.71	\$ 8.91	\$ 9.31
After One Year	\$ 9.00	\$ 9.20	\$ 9.60
DATA CLERK/TYPIST-MMIS			
Starting Rate	\$ 9.21	\$ 9.41	\$ 9.81
After One Year	\$ 9.50	\$ 9.70	\$10.10

Employees entering these classifications on or after May 15, 1980 will be paid according to the following progression rate schedule applied to their respective job classification:

<u>Months of Employment</u>	<u>% of Top Rate in Classification</u>
0 - 12	80%
13 - 24	85%
25 - 30	90%
31 - 36	95%

No Stenographer position filled as of April 1, 1986 will be replaced by a Clerk/Typist II under the provisions of Section 2 except through attrition. The Clerk/Typist position filled as of April 1, 1986 will not be replaced by a new classification except through attrition. This provision is applicable for as long as an incumbent of the aforementioned classifications is on layoff or has been displaced to a lower classification as a result of layoff.

In addition, any incumbent employed as of October 14, 1983, subject to bumping or recall, will be paid according to the wage rates outlined in Article 35, Section 1.

Section 2. The top straight time hourly rate of pay by classification for office clerical EMPLOYEES coming within the scope of this Agreement effective April 1, 1986 shall be as follows:

CENTRAL OFFICE

<u>CLASSIFICATION</u>	<u>April 1, 1986</u>	<u>April 1, 1987</u>	<u>April 1, 1988</u>
CLERK TYPIST II	\$ 9.24	\$ 9.44	\$ 9.84
CHARTER TECHNICIAN	\$ 9.24	\$ 9.44	\$ 9.84
LEAD TELEPHONE INFORMATION OPERATOR	\$ 9.24	\$ 9.44	\$ 9.84
TELEPHONE INFORMATION OPERATOR*	\$ 8.74	\$ 8.94	\$ 9.34
RECEPTIONIST	\$ 8.74	\$ 8.94	\$ 9.34
CLERK TYPIST I	\$ 8.24	\$ 8.44	\$ 8.84
SENIOR OFFICE CLERK/ STORES	\$ 8.24	\$ 8.44	\$ 8.84
OFFICE CLERK	\$ 7.24	\$ 7.44	\$ 7.84
PHOTOCOPY CLERK	\$ 7.24	\$ 7.44	\$ 7.84

*Add 25 cents premium if duties include training.

WAYNE/OAKLAND/MACOMB/DIVISIONS

<u>CLASSIFICATION</u>	<u>April 1, 1986</u>	<u>April 1, 1987</u>	<u>April 1, 1988</u>
DATA CLERK/PAYROLL	\$ 9.24	\$ 9.44	\$ 9.84
DATA CLERK/TYPIST	\$ 8.24	\$ 8.44	\$ 8.84
DATA CLERK/TYPIST-MMIS	\$ 8.24	\$ 8.44	\$ 8.84

EMPLOYEES entering these classifications on or after April 1, 1986 will be paid according to the following progression rate schedule applied to their respective job classification:

<u>Months of Employment</u>	<u>% of Top Rate in Classification</u>
0 - 12	80%
13 - 24	85%
25 - 30	90%
31 - 36	95%

Section 3. Promotions and Transfers.

- A. EMPLOYEES compensated as of 4/1/86 under the wage schedule in Section 1 will continue on that schedule for purposes of promotion or transfer, provided that an EMPLOYEE's rate shall not be less than the rate received in the previous classification unless such a transfer is a demotion.

- B. The Clerk-Typist/Central Office and Data Clerk/Photocopy Operator classifications will be

eliminated when the incumbents are promoted, transferred or terminate their employment with the AUTHORITY.

- C. EMPLOYEES transferring to classifications covered by this Agreement from positions not covered by this Agreement will be subject to the progression for new EMPLOYEES.

Section 4. It is understood that certain EMPLOYEES currently in the bargaining unit are and will continue to be compensated at a rate different than that specified for their respective classifications. The following EMPLOYEES constitute the complete list of exceptions to the wage schedule contained herein:

<u>EMPLOYEE</u>	<u>CLASSIFICATION</u>	<u>LOCATION</u>	<u>PAY RATE</u>
I. Barber	Payroll	Oakland	4/1/86 - \$10.53 4/1/87 - \$10.73 4/1/88 - \$11.13
D. Farr	Data Clerk/ Typist	Wayne	4/1/86 - \$10.04 4/1/87 - \$10.24 4/1/88 - \$10.64

ARTICLE 36

Prior Agreements

This Agreement terminates and renders inoperative, all written and verbal agreements between the parties made prior to the effective date of this Agreement, except UMTA Section 13 (c) Agreements.

ARTICLE 37

Separability and Savings Clause

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 38

Duration of Agreement

The Agreement shall be in effect from 4/1/86 to 3/31/89, both inclusive and from year to year thereafter; except that, at the expiration of said term or of any renewal thereof, either party may terminate the Agreement by giving notice to the other party of its intention to terminate the agreement or to negotiate changes or modifications in its provisions. Said notice shall be in writing and delivered to the other party no more than ninety (90) days, and not less than sixty (60) days before the expiration of the said term of this Agreement or of any renewal thereof. If such notice is given, it shall also contain an offer to meet and confer with the other party for the purpose of negotiating a new contract.

Section 2. If no Agreement has been reached by the parties within thirty (30) days prior to the expiration of this Agreement, the Michigan Bureau of Employment Relations, Mediation Division, shall be notified of the existence of a dispute thirty (30) days prior to the expiration of this Agreement.

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

AMALGAMATED TRANSIT UNION
AFL-CIO

SOUTHEASTERN MICHIGAN
TRANSPORTATION AUTHORITY

Phillip D. Leo, President
Local 1564

Albert A. Martin,
General Manager

Douglas A. Whitehouse
Vice President

Mary Jo LaPorte
Director, Human Resources
and Personnel Administration

Donna Davis
Donald Mathis
Lenny Moore

Norman Pangori
Kris Pryor
John Scianimanico
Fred Wutzke

Witness

Witness

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SOUTHEASTERN MICHIGAN TRANSPORTATION AUTHORITY
AND ATU LOCAL 1564 REGARDING ARTICLE 11, SECTION 1 (B)

In the event of a final decision by any court or administrative agency of competent jurisdiction that the Union's resolution of or decision not to arbitrate any grievance resulted from or was otherwise due to a violation by the Union of its responsibility under the duty of fair representation, or in the event of a final decision to that effect by any internal Union appeals tribunal of competent jurisdiction, the Authority agrees that upon written request from the Union furnished to the Authority within five days of such final decision it will re-open and further process any such grievance in accordance with the grievance and arbitration procedure of the Agreement.

Phillip D. Leo, President
ATU - Local 1564

Mary Jo LaPorte, Director
Human Resources and Personnel
Administration

Date

Date

Witness

Witness