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12/31/98

AGREEMENT BETWEEN THE
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION
AND
MICHIGAN COUNCIL 25, AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO LOCAL 6065-B

JANUARY 1, 1995 - DECEMBER 31, 1998

SMART (Suburban Mobility Authority Regional Transportation)

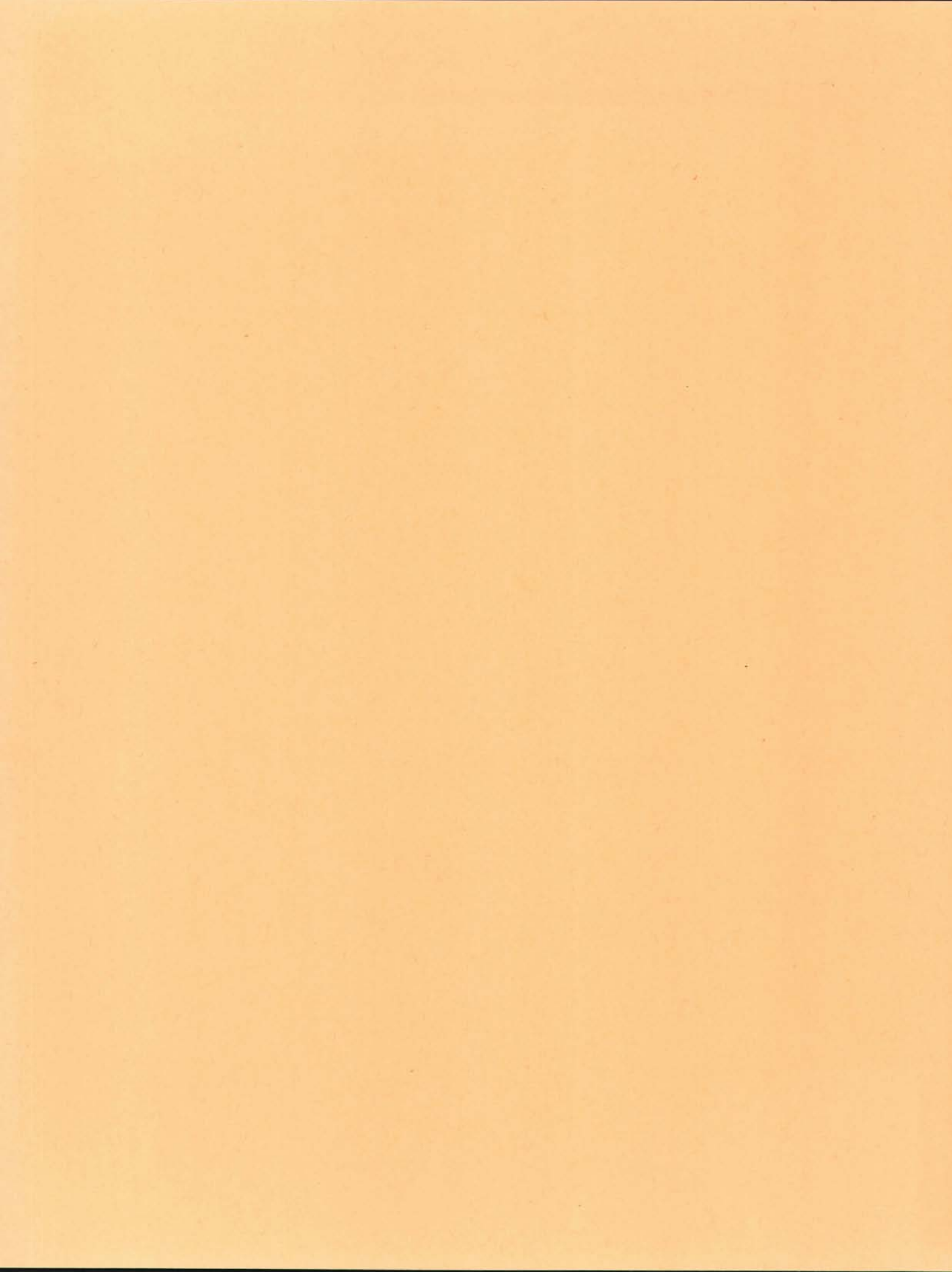


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A G R E E M E N T

This Agreement entered into between the Suburban Mobility Authority for Regional Transportation, (hereinafter referred to as "the AUTHORITY") and Michigan Council 25, American Federation of State, County and Municipal Employees, AFL-CIO, and Local 6065, the AUTHORITY Local (hereinafter referred to as the "UNION").

WITNESSETH:

The parties hereto contract and agree as follows:

ARTICLE 1

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 176 of the Public Acts of 1939, as amended, Act 336 of the Public Acts of 1947, as amended, and Act 379 of the Public Acts of 1965, as amended, the AUTHORITY does hereby recognize the UNION as the sole and exclusive representative of all EMPLOYEES of the AUTHORITY included in the bargaining unit described in Article 31 - Classifications and Wage Rates, of this Agreement, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement.

ARTICLE 2

ADMINISTRATION OF AGREEMENT

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

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

Section 3. In all represented Divisions, the EMPLOYEES shall be represented by the Chief Steward. In the absence of the Chief Steward an Alternate Chief Steward shall represent the EMPLOYEES in all Divisions. In the absence of the Chief Steward and Alternate, the Local Chief Steward will notify the employer of a designated representative.

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

Section 5. Upon request to the immediate supervisor or his/her designated representative, the Local Chief Steward or his/her designated representative shall be allowed time off his/her regular job to attend the business of the UNION as provided for in this Agreement.

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

Section 7. The AUTHORITY and the UNION agree that should there occur a disagreement on the interpretation and/or application of the terms and conditions of this Agreement, such disagreements shall be resolved using the procedures set forth in Article 8, Grievance and Grievance Procedure.

ARTICLE 3

PURPOSE AND INTENT

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

Section 2. The parties recognize that the interest of the community and the job security of the EMPLOYEES depend upon 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 and 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. The parties to this agreement shall not discriminate against any EMPLOYEE on the basis of age, sex, marital status, race, color, religion, national origin, political affiliations, union membership, sexual preference, or nondisabling handicap.

Section 5. The AUTHORITY and the UNION agrees to discuss any safety or environmental problems which may occur in or on SMART's property. The AUTHORITY will make every effort to correct safety and environmental problems after it has been brought to their attention and they have completed their investigation.

ARTICLE 4

MANAGEMENT RIGHTS

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

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

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

- A. Those with respect to conduct, work, performance, systems and care and use of equipment.
- B. Those with respect to the full and accurate completion of all the AUTHORITY and/or regulatory and/or statutory forms, reports, and records.
- C. 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 the AUTHORITY's procedural policies, and systems applicable to the AUTHORITY's operation for the direction and guidance of EMPLOYEES in the proper and efficient performance of their duties and obligations, pertinent and necessary to the job for which they are compensated.

ARTICLE 5

AGENCY SHOP

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

Section 2. Any person certified and employed with the AUTHORITY on or after May 1, 1994 and who is in a classification covered by this Agreement, and who is not a member of aforesaid UNION and does not make application for membership within ninety (90) days from the effective date of this Agreement or from the date of employment, whichever is later, shall, as a condition of employment, pay to the UNION each month a service fee toward the administration of the Agreement. Such service fees shall be in an amount equal to the regular monthly UNION membership dues of aforesaid UNION. The service fee shall be paid on or after the ninety-first (91st) day of employment or ninety (90) days after the effective date of this Agreement, whichever is later. EMPLOYEES who fail to comply with this requirement shall be terminated by the AUTHORITY within thirty (30) days after receipt of written notice from the UNION; unless the AUTHORITY is otherwise notified by the UNION in writing, within said thirty

(30) days, and provided that the UNION shall release the AUTHORITY from fulfilling the obligation to discharge; or unless 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 due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

Section 3. All deductions under this Article shall be subject to revocation by the EMPLOYEE who executed such assignments, upon giving a written notice to assignees and the Payroll Department within the thirty (30) day period immediately prior to the expiration date of this Agreement. The Payroll Department shall thereafter cease withholding any money under such assignments.

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

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

Section 6. If any provision of this article is invalid under Federal Law or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purposes of adequate replacement.

ARTICLE 6

CHECK OFF - UNION DUES

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

Section 2. Union Dues Check Off Card.

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
Last Name First Name Middle Name

To: _____
Employer Department

Effective: _____
Date

Employee's Address: _____

AUTHORIZATION FOR PAYROLL DEDUCTION (continued)

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

Signature: _____

ARTICLE 7

UNION RIGHTS

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

Section 2. The AUTHORITY agrees to share, at no cost to the UNION, one bulletin board at each location which shall be in an area mutually agreed upon by the parties.

Section 3. It is agreed that the UNION may post notices on UNION bulletin boards, distribute UNION literature; transmit communications, authorized by the local UNION or its officers, to the AUTHORITY or its representatives; and consult with the AUTHORITY or its representatives or local UNION Officers, or other UNION representatives concerning the enforcement of any provisions of this Agreement. Such activities shall not interfere with the EMPLOYEES' regularly scheduled work or the regularly scheduled work of others, and shall be undertaken with the approval of the EMPLOYEES' supervisor.

Section 4. The AUTHORITY will furnish the UNION with job descriptions of every position in the bargaining unit. The job description shall not be changed without mutual consent between the parties.

Section 5. 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 8

GRIEVANCE AND GRIEVANCE PROCEDURE

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

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

Step 1 - The EMPLOYEE shall meet with his/her immediate supervisor. The EMPLOYEE may arrange to have the Local Chief Steward present at any meeting with the supervisor. If no satisfactory answer or disposition is received within five (5) working days from the date of the notice of the grievance, the grievance shall be reduced to writing on a form agreed upon by the parties stating all facts and details, and said written grievance shall be submitted to the Superintendent or designated representative.

Step 2 - The Superintendent or designated representative shall, within five (5) working days after receipt of the written grievance, record his/her disposition in detail on all copies of the grievance form, returning copies of the grievance form to the EMPLOYEE and the Local Chief Steward.

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

Step 4 - Failing to resolve the grievance in Step 3, the Local President, Local Chief Steward and/or a staff representative from Council 25 shall, within five (5) working days of the Manager's disposition, contact the Director of Human Resources and Personnel Administration or his/her designee in writing to hear grievances at Step 4 of this grievance procedure and to arrange a meeting between

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

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

Section 4. Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which disposition is not made by the AUTHORITY within the time limits prescribed, or within any extension which may be agreed to, shall result in the automatic granting of the relief sought by the UNION in the grievance. Any grievance not carried to the next step by the UNION within the prescribed time limit, or within such extension which may be agreed to, shall automatically be closed on the basis of the last disposition. Time limits will be considered as applied to the date on which

the written documents are available in the respective offices of the AUTHORITY and the UNION.

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

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

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

Section 8. The UNION may withdraw a grievance without prejudice at any step of the Grievance Procedure and steps may be eliminated by mutual agreement of the parties.

Section 9. The AUTHORITY agrees to permit the Local Chief Steward the right to investigate and proceed in accordance with

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

The Local Chief Steward or the designated representative will be allowed time off with pay for attendance at meetings at Step 3 and Step 4 of the grievance procedure. Time on Union business will include reasonable travel time.

Section 10. The time limits set forth in this Article shall exclude Saturdays, Sundays and Holidays specified in Article 26 (Holiday Pay and Personal Leave Days), and holidays observed by the AUTHORITY'S Central Office staff. 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 9
ARBITRATION

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

Section 2. Within ten (10) days after notice to arbitrate by the UNION, the Arbitrator shall be selected on an adhoc basis between the AUTHORITY and the UNION and the Arbitrator so selected shall have the authority to hear and decide the case. 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.

The UNION and the AUTHORITY by mutual agreement shall establish a list of five (5) arbitrators who will be used in the selection process. Each party will strike a name from the list until one (1) arbitrator remains and the arbitrator selected shall conduct the arbitration hearing. Either party may give notice at any time to the other party to remove an arbitrator from the selection list but must mutually agree to an arbitrator replacement to be added to the list.

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

Section 4. The decision of the Arbitrator shall be final and binding upon the AUTHORITY, the UNION and the Grievant. The cost of the Arbitrator's services, including expenses, if any, shall be borne equally by the AUTHORITY and the UNION. Neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE 10

SUSPENSION AND DISCHARGE

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

Section 2. Upon the UNION'S request, the appropriate Manager or his/her designee, will discuss the suspension or discharge with the EMPLOYEE and his/her Local Chief Steward or Local President provided the EMPLOYEE is available.

Section 3. In certain instances an EMPLOYEE will be subject to an indefinite suspension, pending a thorough investigation of the events surrounding the suspension or discharge. In these cases, an EMPLOYEE may be directed to leave the property or premises of the AUTHORITY immediately with the understanding that a meeting will be scheduled within forty-eight (48) hours with the Local Chief Steward or Local President to discuss the suspension or discharge.

Section 4. When an EMPLOYEE is suspended or discharged, the EMPLOYEE and the Local Chief Steward or Local President will be promptly notified in writing within ten (10) working days of the action taken. Such action shall be deemed final and automatically closed unless a written grievance is filed within five (5) working days from the time of the presentation of the notice to the EMPLOYEE. Grievances regarding discharge or suspension will be filed in writing by the Local Chief Steward or Local President within five (5) working days of the discharge or suspension and will commence at Step 3 of the Grievance Procedure.

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

Section 6. Disciplinary matters involving minor offenses (excluding those for attendance and tardiness) will not be used as the basis for future disciplinary action for similar offenses if 12 months have expired since the last date of disciplinary action for similar offenses. This 12 month period will exclude time off due to workers' compensation or S&A leaves.

ARTICLE 11

SENIORITY

Section 1. General Seniority for all fringes benefits shall be in accordance with the EMPLOYEE'S last date of hire.

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

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

ARTICLE 12

SENIORITY LISTS

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

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

ARTICLE 13

LAYOFF AND RECALL

Section 1. Layoff Procedure

- A. The term layoff means a reduction in the work force.

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

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

Section 2. Recall Procedure

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

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

Section 3. Local Chief Steward. Notwithstanding his/her position on the seniority list, the Local Chief Steward of the local shall, in the event of a layoff, be continued at work at all times provided he/she can perform any of the available work, and shall be recalled to work in the event of a layoff on the first open job in the classification in which he/she can perform.

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

- A. The AUTHORITY will attempt to notify each person to be recalled to work by certified U.S. Mail (return receipt requested) or mailgram. Such letter or mailgram shall be directed to the last known address of such person and a copy thereof furnished to the UNION. By so doing, the AUTHORITY shall have discharged its notice obligations under this Article.

- B. EMPLOYEES who are laid off must keep the AUTHORITY and the UNION supplied with a correct, up-to-date mailing address.

C. The EMPLOYEE so notified to report for work must report within and not to exceed ten (10) working days after the date of mailing of notification in accordance with Section 4-A. If the EMPLOYEE so recalled fails to report within ten (10) days, he/she shall forfeit his/her seniority and recall rights herein. The employee or the UNION may have recourse to the grievance procedure on matters of fact.

ARTICLE 14

NO STRIKE-NO LOCKOUT

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

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

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

ARTICLE 15

WORK WEEK - ASSIGNMENT OF WORK

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

Section 2. The AUTHORITY agrees to provide a thirty (30) minute unpaid lunch period within the work day. In the event an employee of this unit is assigned to work during their lunch period, they will be paid at the overtime rate.

ARTICLE 16

PAY PERIOD

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

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

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

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 at 100% through a payroll deduction to the AUTHORITY in the next pay period. When amount exceeds \$100, deductions may be spread over a period not to exceed the next four pay periods.

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

ARTICLE 17

TEMPORARY ASSIGNMENTS

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

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

Section 3. The AUTHORITY may temporarily transfer an EMPLOYEE for up to 90 days within the same location or to a different location, provided that such transfers are necessary for the efficient operation of the AUTHORITY. Mileage will be paid to such transferred EMPLOYEE at the AUTHORITY rate in effect at the time of the transfer for round trip mileage between his/her home or regular terminal and the new terminal, whichever is less.

ARTICLE 18

VACANCIES AND TRANSFERS

Section 1. All permanent vacancies and newly created positions shall be posted for a period of 5 working days in a conspicuous place in each building prior to filling the vacancy or newly created position. EMPLOYEES interested shall submit an Internal Job Bid within that time to the Department of Human Resources & Personnel Administration.

Section 2. In the event of a permanent vacancy or a newly created position, EMPLOYEES shall be given the opportunity to transfer from one location to another within the same classification, on the basis of qualifications and seniority, provided it does not adversely affect the operation.

ARTICLE 19

PROBATIONARY AND EVALUATION PERIODS

Section 1. All newly hired or promoted EMPLOYEE(S) entering the bargaining unit shall serve a probationary period for at least 90 days to demonstrate the EMPLOYEE'S ability, skills and interest. EMPLOYEES who are transferred or promoted within the bargaining unit shall be given a 90-day evaluation period to determine the EMPLOYEE'S ability to perform the job and their desire to remain on the job. The 90 day probationary or evaluation period shall begin after successful completion of a training period as determined by the AUTHORITY. These periods may be extended by the AUTHORITY for up to an additional 90 calendar days.

During the probationary or evaluation period the EMPLOYEE shall receive written performance evaluations by which the EMPLOYEE will be advised of any performance which would result in his/her not being acceptable for the job. Decisions to return an EMPLOYEE to his/her former position during the probationary or evaluation period will not be subject to the grievance procedure. The EMPLOYEE may revert to his/her previous job classification if he/she chooses at any time in the probationary or evaluation period, or if he/she is not permanently accepted in the new position.

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

Section 2. It is understood that the AUTHORITY may choose not to retain an EMPLOYEE in a position during the probationary or evaluation period, and in such an instance, the AUTHORITY will return the EMPLOYEE to his/her previous position of employment within the AUTHORITY. A written explanation, stating the reasons why the EMPLOYEE was not retained will be provided to the EMPLOYEE who is returning to his/her previous position, with a copy provided to the UNION.

It is understood between the parties that provided all terms and conditions contained in this Agreement are met, and a determination is made by the AUTHORITY that an EMPLOYEE is not capable of assuming the responsibilities of a position, that action by the AUTHORITY to return an existing EMPLOYEE to his/her last previous position or dismissing a newly hired EMPLOYEE will not be subject to the grievance procedure.

Section 3. EMPLOYEES serving a probation shall be represented by the UNION at the expiration of the probationary period.

Section 4. The UNION shall represent the probationary EMPLOYEE only with respect to rates of pay and hours of employment.

ARTICLE 20

JURY DUTY

The AUTHORITY shall pay the difference between the wages that the EMPLOYEE was scheduled to have earned and the amount received from jury duty. 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 21

BEREAVEMENT

Section 1. Full-time EMPLOYEES covered by this Agreement 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, spouse, son, daughter, mother-in-law, father-in-law and grandparents. If the natural parent is deceased, the EMPLOYEE's stepfather or stepmother. The AUTHORITY may require proof of attendance at a funeral.

Section 2. 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 22

UNIFORMS

Section 1. The AUTHORITY shall furnish three uniforms, including one jacket, to each EMPLOYEE covered by this Agreement. The AUTHORITY will pay the full cost of the uniform service.

Section 2. When an EMPLOYEE loses a uniform the EMPLOYEE will be charged with the total cost of said 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 or on an as-needed basis as determined by the AUTHORITY as near as it is reasonable and practical between the months of November and March.

ARTICLE 23

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 and the Detroit Department of Transportation (D-DOT). All passes or tickets issued by the AUTHORITY for the pass privileges under the provisions of this Article shall be non-transferable.

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

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

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

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

ARTICLE 24

HOLIDAY PAY AND PERSONAL LEAVE DAYS

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

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

New Year's Day

Labor Day

Memorial Day

July 4th

Thanksgiving Day

Christmas Day

Martin Luther King Day

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

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

- C. If any such holiday falls on a Saturday or Sunday, the adjacent Friday or Monday, respectively, will be observed and paid as the holiday. All references in this Article to "holiday" shall be construed to mean either the actual holiday date or the day observed as such according to this definition.

Section 2. - Personal Leave

- A. All EMPLOYEES of this bargaining unit shall receive 40 hours of personal leave during each year of this Agreement. Personal leave days must be requested by the EMPLOYEE in writing and may be granted by the AUTHORITY. All personal leave days must be taken during the contract year or they will be forfeited by the EMPLOYEE.
- B. All EMPLOYEES returning from layoff or leave of absence and all employees entering the bargaining unit in that year shall be entitled to up to forty (40) hours in the first

year as follows: one personal leave day after two months, a second personal leave day after four months, a third personal leave day after six months, a fourth personal leave day after eight months, and a fifth personal leave day after ten months, provided that a two month qualifying period does not conclude after January 1st of any year. If the qualifying period concludes after January 1, the EMPLOYEE shall not be credited with the personal leave day. No EMPLOYEE may be credited with more than five personal leave days in any January to December period.

ARTICLE 25

VACATION

Section 1. All full-time EMPLOYEES in classifications covered by this Agreement before July 1, 1994 shall be entitled to vacation leave as follows:

<u>NUMBER OF FULL YEARS OF SERVICE</u>	<u>HOURS/DAYS OF VACATION</u>	<u>MONTHLY HOURLY ACCRUAL</u>
Less than 3 years	96 (12 days)	8
3 but less than 5 years	120 (15 days)	10
5 but less than 10 years	144 (18 days)	12
10 but less than 15 years	168 (21 days)	14
15 or more years	200 (25 days)	16-2/3

All individuals entering a full-time classification covered by this Agreement on or after July 1, 1994 will be covered by the following vacation schedule:

<u>NUMBER OF FULL YEARS OF SERVICE</u>	<u>HOURS/DAYS OF VACATION</u>	<u>MONTHLY HOURLY ACCRUAL</u>
1 year	56 (7 days)	4-2/3
3 years	112 (14 days)	9-1/3
6 years	120 (15 days)	10
9 years	136 (17 days)	11-1/3
12 years	168 (21 days)	14
15 years	184 (23 days)	15-1/3
25 years	200 (25 days)	16-2/3

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

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

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

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

EMPLOYEE'S supervisor. At the end of a calendar year, vacation time carryover may not exceed your monthly accrual rate times 12.

EMPLOYEES will not be allowed to select vacation periods of three days or less during an annual vacation pick. However, EMPLOYEES will be allowed to submit a "Request For Leave" form for one, two, or three day vacations. Such requests may be approved at the AUTHORITY'S discretion.

Section 5. To be eligible for vacation as provided herein, an EMPLOYEE must have completed his/her probationary period with the AUTHORITY. Vacation shall accrue to individual EMPLOYEES monthly and shall be computed on the basis of not less than fifteen (15) normal service days per month for an eight-hour five-day week or not less than twelve (12) normal service days for a ten-hour four-day week. Such time shall be computed from the date of employment.

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

Section 6. Vacation shall accrue in terms of full months only and shall be in accordance with the schedules contained in Section 1. Unused vacation will be paid an EMPLOYEE upon the

EMPLOYEE'S termination, pro-rated on the ratio of months worked to the full year. Accrued vacation for new hires shall become available on the first of the month following the month from which an EMPLOYEE'S AUTHORITY seniority is computed.

ARTICLE 26

SICK LEAVE

Section 1. Effective January 1, 1995, all EMPLOYEES who have completed sixty (60) days of continuous service may be granted sick leave. Sick leave shall accrue to individual EMPLOYEES and shall be accrued on the basis that the EMPLOYEE is paid for not less than fifteen (15) normal service days per month for an eight-hour five-day week or not less than twelve (12) normal service days for a ten-hour four-day week. Such time shall first be computed from the date of employment and thereafter from the beginning of each calendar year. Sick leave shall accrue at the rate of 5.33 hours per month and shall not exceed sixty-four (64) hours a year.

Upon the signing of this agreement all full time Vault-Pullers will be given two days of sick leave in their sick leave bank. In addition the Fare Equipment Repair Technician will be given three days of sick leave in his sick leave bank. The granting of these additional sick days will be only a one time occurrence.

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

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

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

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

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

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

A. Sick Leave:

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

B. Notification:

An EMPLOYEE'S absence which may be charged against his/her sick leave reserve requires notification to his/her immediate supervisor prior to reporting time of the first day of absence. Failure to give proper notice may be just reason for the refusal of sick leave with pay.

C. Medical Certification:

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

D. Worker's Compensation:

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

or wage for a period not to exceed that of his/her sick leave bank, and such bank shall be charged for all sick leave days paid to such EMPLOYEE.

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

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

- G. Physicians retained by the EMPLOYEE or 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 27

LEAVES OF ABSENCE

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

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

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

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

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

Section 6. Family Medical Leave Act. Family Medical Leave Act, effective February 5, 1994, entitles eligible EMPLOYEES to take up to 12 weeks of unpaid leave, continuous or intermittent, during any 12-month period for one or more of the following reasons: (1) the birth or placement of a child for adoption or foster care; (2) the need to care for the EMPLOYEE'S spouse, child or parent with a serious health condition, or (3) to take medical leave when the EMPLOYEE is unable to work because of a serious health condition. To be eligible for FMLA benefits, an EMPLOYEE must have one year of employment with the AUTHORITY and have worked at least 1250 hours over the prior twelve (12) months. EMPLOYEES seeking to use FMLA must give at least thirty (30) days notice of the need to take leave when the need is foreseeable, and provide medical certifications and/or periodic reports supporting the need for leave due to a serious health condition affecting the EMPLOYEE or an eligible family member.

ARTICLE 28

MILITARY SERVICE AND RESERVES

Nothing in this Agreement shall abridge the rights and preferences of Veterans and Members of the Armed Forces Reserves, as provided by Federal, State and Local Laws.

ARTICLE 29

EMPLOYEE BENEFITS

Section 1. The AUTHORITY shall provide the following group insurances for eligible full-time EMPLOYEES in classifications covered by this Agreement.

A. Life Insurance

EMPLOYEE	\$32,000
Spouse	\$ 5,000

B. Accidental Death and Dismemberment Insurance.

EMPLOYEE	\$32,000
Spouse	\$ 5,000

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

D. The Sickness and Accident benefit for all EMPLOYEES shall be fifty five percent (55%) of the base weekly wage, not to exceed \$280 per week.

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

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

Full Life Insurance coverage will be continued for the duration of the disability. If the EMPLOYEE is permanently disabled, he/she will receive an amount not to exceed \$150 per month for a period of sixty (60) months, which amount will reduce the EMPLOYEE life insurance benefits by the amount paid to the EMPLOYEE.

- F. The AUTHORITY will make available to all EMPLOYEES hired on or before February 1, 1991 and all members of their families who can qualify under the rules and regulations promulgated by the insurer:

1. Blue Cross Blue Shield Blue Preferred Plan with Master Medical.
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.
 6. EMPLOYEES hired on or after February 1, 1991 must elect an HMO in lieu of the Blue Cross/Blue Shield Blue Preferred coverage provided, however, the AUTHORITY'S cost shall be limited to the cost of Blue Cross/Blue Shield coverage as described above.
 7. New EMPLOYEES hired on or after July 1, 1994 shall have 90 days of employment with the AUTHORITY to be eligible for payment under this provision.
- G. The AUTHORITY will make available Blue Cross/Blue Shield complementary coverage to all EMPLOYEES who retire under an AUTHORITY Pension Plan and their spouses who are age sixty-five (65) and over, provided said retiree and their spouse enroll for Medicare coverage (Parts A and B) at the

appropriate age of 65. The AUTHORITY will provide coverage to a retiree's spouse provided the Authority is reimbursed for said coverage by the retiree. Effective 1/1/96, the AUTHORITY will provide said coverage to the spouse of an EMPLOYEE who retires on or after 1/1/96 at no cost to said retiree.

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

- I. The AUTHORITY will make available to all EMPLOYEES, their spouses, and all dependent children under nineteen (19) years of age, and retirees who retire under an AUTHORITY pension plan, a Prescription Drug program selected by the AUTHORITY. Said program will provide for a Three Dollar (\$3.00) deductible per prescription. EMPLOYEES who retire on or after 2/1/91 shall have a \$3.00 deductible per prescription. A new EMPLOYEE must work for sixty (60) days to be eligible for this benefit.

- J. The AUTHORITY will make available to all EMPLOYEES, their spouses, and eligible dependent children under nineteen (19) years of age, a Dental Insurance program selected by the AUTHORITY. A new EMPLOYEE must work for six (6) months to be eligible for this benefit.
- K. The AUTHORITY will make available and all EMPLOYEES agree to become members of the Municipal Employees Retirement System. The AUTHORITY will make available Formula B-3, V-6 and F-55 with a required period of credited service of 15 years under the Municipal Employees Retirement Act, State of Michigan. EMPLOYEES shall not be required to contribute to this plan. For the purposes of this Agreement an EMPLOYEE shall be considered retired when the EMPLOYEE is actually being paid a retirement allowance on account of the EMPLOYEE'S membership in the MERS retirement system and/or any other AUTHORITY retirement program.

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

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

ARTICLE 30

PHYSICAL EXAMINATION

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

Section 2. The examining physician shall be selected by 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 examination by a specialist, the cost of such examination shall be paid by the AUTHORITY.

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

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

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

- A. The EMPLOYEE may employ a licensed physician of his/her own choosing and at his/her own expense for the purpose of conducting a further physical examination for the same or recommended purpose of the physical examination made by the physician retained by the AUTHORITY. A report of the physician chosen by the EMPLOYEE involved shall be furnished to the AUTHORITY and 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 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 examining physicians shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of such third physician shall be shared equally by the AUTHORITY and the EMPLOYEE.

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

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

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

ARTICLE 31

CLASSIFICATIONS AND WAGE RATES

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

	<u>1/1/95</u>	<u>1/1/96</u>	<u>1/1/97</u>	<u>1/1/98</u>
<u>Fare Equipment Repair Technician:</u>	\$12.16	\$12.59	\$12.97	\$13.36

Vault Puller - Full-Time:

Starting Rate	\$ 8.76	\$ 9.07	\$ 9.34	\$ 9.62
After 3 Years	\$ 9.69	\$10.03	\$10.33	\$10.64

Vault Puller - Part-Time:

Starting Rate:	\$ 7.07	\$ 7.32	\$ 7.54	\$ 7.77
After 6 Months	\$ 7.34	\$ 7.60	\$ 7.83	\$ 8.06
After 12 Months	\$ 7.61	\$ 7.88	\$ 8.12	\$ 8.36

<u>Delivery Driver:</u>	\$10.35	\$10.71	\$11.03	\$11.36
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ARTICLE 32

OVERTIME

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

Section 2. EMPLOYEES of the bargaining unit may, from time to time, be required to work in excess of their normally scheduled work week. The EMPLOYEE shall have the right if he/she so desires to refuse the overtime when called upon, provided another qualified EMPLOYEE is available and willing to work.

Section 3. It is understood that vacations, holidays, bereavement and jury duty will be considered as time worked for the purpose of calculating overtime.

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

ARTICLE 33

CALL IN PAY

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

ARTICLE 34

SPECIAL CONFERENCES

Section 1. Special conferences for important matters including problems of health and safety will be arranged between the Local Chief Steward and the appropriate Director or his/her designated representative upon the request of either party. Such meetings shall include no more than one (1) representative of the UNION and a representative of Council 25.

Section 2. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Such conferences shall be held within seven (7) calendar days after the request is made.

Section 3. Conferences shall be held between the hours of 9 a.m. and 4 p.m. and may be attended by representatives of Council 25 as provided for herein.

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

ARTICLE 35

SAVINGS CLAUSE

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

ARTICLE 36

SUCCESSOR EMPLOYER(S)

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

ARTICLE 37

PART-TIME EMPLOYEES

Section 1. Scheduled Work. Part-time EMPLOYEES shall be scheduled to work no more than 30 hours per week and shall be paid for actual hours worked. Such EMPLOYEES shall accumulate seniority with the AUTHORITY as part-time EMPLOYEES and separate from full-time EMPLOYEES.

Section 2. No full-time EMPLOYEE shall be laid off until all part-time EMPLOYEES have been laid off, or in order to hire part-time EMPLOYEES.

Section 3. Benefits for Part-Time EMPLOYEES. Part-time EMPLOYEES shall not be eligible for paid leave or other fringe benefits applicable to full-time EMPLOYEES except as follows:

- FICA and Worker's Compensation, as specified by law
- Free transportation as specified in Article 23
(Free transportation), but for the part-time EMPLOYEE only.

Section 4. Part-time EMPLOYEES shall be subject to the same rules, regulations, and policies of the AUTHORITY applicable to full-time EMPLOYEES, plus specialized rules, regulations, and policies that may be applicable only to the part-time EMPLOYEE.

Section 5. Part-time EMPLOYEES shall be covered under Article 5 & 6 (Agency Shop and Check of Membership Dues or Service Fees), Article 8 (Grievance and Grievance Procedure), and Article 9 (Arbitration and Arbitration Procedure).

ARTICLE 38

DURATION, MODIFICATION AND TERMINATION OF AGREEMENT

It is agreed between the AUTHORITY and the UNION that this Agreement will remain in effect from January 1, 1995 and shall continue in full force and effect until 11:59 p.m., December 31, 1998, and that the parties will commence negotiations for a new Agreement not more than ninety (90) days nor less than sixty (60) days prior to expiration of this Agreement by exchanging proposals and establishing dates for negotiations.

In the event that the AUTHORITY and the UNION fail to arrive at an Agreement by December 31, 1998, this Agreement will remain in effect on a day-to-day basis.

Either party may terminate this Agreement by giving the other party written notice to take effect ten (10) days after receipt thereof by the other party, on or after December 31, 1998.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14 day of March, 1996.

MICHIGAN COUNCIL 25 AND LOCAL 6065 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

William J. Robinson
William Robinson
Local President
AFSCME Michigan Council 25

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION (SMART)

Richard C. Kaufman
Richard C. Kaufman
General Manager

Frank J. Dasaro
Frank Dasaro
Local Chief Steward

Walter H. Redmond
Walter H. Redmond, Director
of Human Resources & Personnel
Administration

John Scianimanico
John Scianimanico, Manager
Labor & Employee Relations

Norman Pangori
Norman Pangori

Crystal R. Freeman
Crystal R. Freeman

