

W. J. Baker

6-30-73

Ann Arbor

AGREEMENT
BETWEEN
THE ANN ARBOR TRANSPORTATION AUTHORITY
AND
LOCAL 369 OF THE
INTERNATIONAL UNION OF THE
AMERICAN FEDERATION OF
STATE, COUNTY, AND
MUNICIPAL EMPLOYEES,
AFL-CIO
COMMENCING JULY 1, 1972
CONCLUDING JUNE 30, 1973

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Personnel Department
William P. Garrett
City of Ann Arbor
City Hall
100 N. 5th Ave.

Ann Arbor, Michigan 48108

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AGREEMENT

This Agreement entered into on this _____ day of _____, 1972, between the Transportation Authority, Inc. Ann Arbor (hereinafter referred to as the "Employer") and Local 369 of the International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union").

PURPOSE AND INTENT.

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. RECOGNITION - EMPLOYEES COVERED, SCOPE OF CONTRACT.

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and all other conditions of employment in accordance with Section 11 of said Act for the term of this Agreement of all employees of the Employer included in the bargaining units described below:

All non-supervisory Transportation Authority Employees.

The provisions of this Agreement shall apply to the relationship between the Employer, and the Employees of said bargaining unit, and said Union.

2. DISCRIMINATION.

No persons employed by the Employer nor applicants for Transportation Authority employment shall be discriminated against because of race, sex, creed, color or national origin, or reasonable and proper union activities. Active efforts shall be made to encourage applicants for employment in all departments from all racial, religious and nationality groups. The Employer shall take steps to assure that employment assignments and promotions are given on an equal, non-discriminatory basis. Membership in the Union shall be open to every employee in the bargaining units covered by this contract on a non-discriminatory basis.

3. AID TO OTHER UNIONS.

The Employer will not aid, promote or finance any labor group or organization for the purpose of undermining the Union.

4. UNION SECURITY. Requirements of Union Membership.

(a) Maintenance of Membership.

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who become members of the Union during the life of this Agreement shall be required to continue membership in the union for the duration of this Agreement. Employees who shall continue to tender, or for whom there is tendered until the expiration of this Agreement, the dues uniformly required as a condition of retaining membership, shall be deemed to meet the conditions of this subsection.

If a member of the Union desires to withdraw from Union membership, he may do so by giving notice to the Union and to the City Controller's office during the ten (10) days immediately prior to the expiration of this Agreement. Such notice must be in writing and must be signed by the member.

(b) Agency Shop.

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to pay an amount equal to the monthly union dues to the local union for the service and administration of this contract for the duration of this agreement.

Employees covered by this Agreement who are not members of the Union at the time they are hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement, shall be required as a condition of continued employment to pay an amount equal to the monthly Union dues to the local Union for the service and administration of this contract for the duration of this Agreement.

An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership, shall be a member of the Union and shall be deemed to meet the conditions of this section. This subsection shall not apply to supervisory personnel, nor to persons in the job classifications enumerated in Appendix B.

(c) Termination Penalty for Delinquency In Paying Dues.

Employees shall be deemed to be members of the Union or Agency within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service charge.

No employee shall be terminated under Section A or B of this article unless:

(1) The Union first has notified the employee by registered letter, explaining that he is delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to periodic and uniformly required Union dues, and specifying the sixty (60) day delinquency, and warning him that unless such dues or service charge is tendered within thirty (30) calendar days he will be reported to the Employer for termination as provided in this Article, and

(2) The Union has furnished the Employer with written proof that the procedure of Section C(1) of this Article has been followed or has supplied the Employer with a copy of the letter sent to the Employee and notice that he has not complied with the request. The Union must specify further, when requesting the Employer to terminate the Employee, the following by written notice: "The Union certifies that

(Name) has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of employment under the collective bargaining Agreement and that under the terms of the Agreement the Employer shall terminate the Employee."

(d) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability arising out of this section, or Section 5.

5. UNION DUES, INITIATION FEES OR SERVICE CHARGE

(a) Payment by Check-off

During the life of this Agreement and in accordance with the terms of the Form of Authorization of Payroll Deduction of dues or service charge, hereinafter set forth, the Employer agrees to deduct a uniform amount as Union membership dues or service charge levied in accordance with the Constitution and By-laws of the Union from the pay of each Employee who executes or has executed the following Authorization for Payroll Deduction Form.

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby request and authorize the Transportation Authority to:

(1) deduct from my wages earned each month the uniform amount duly established from time to time by Local 369 of the International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO, as its regular monthly dues or service charge, and (2) remit said amount to the Treasurer of the said Local. This authorization shall remain in effect and may not be revoked until ten (10) days before the expiration of the current Agreement between the Transportation Authority and the said Union, or at the end of one year, whichever is shorter.

I further agree and direct that the above authorization be automatically renewed for one year or for the period of each succeeding agreement between the Transportation Authority and the said Union which provides for the deduction of uniform dues or service charges whichever is shorter, unless I give written notice of cancellation, during the last ten (10) days in which the above authorization, or any renewal thereof, is in effect. (Check one box below.) Deduct:

☐ Union Dues

☐ Service Charge

By _____
(Print) Last Name First Middle

To _____
Employer Department

Date to Start
Deduction

Signed _____

Address _____

City State Zip

(b) When Deductions Begin.

Check-off deductions under a properly executed Authorization for Check-off of Dues or Service Charge Forms shall become effective at the time the authorization is signed by the Employee and shall be deducted from the last pay of the month and each month thereafter. The pay periods shall be bi-weekly. The Authority shall furnish the Union the following information within ten (10) days after hiring of each new employee: (1) date of hire, (2) classification, and (3) status of Union membership.

(c) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of the local Union by the 10th day following the pay day in which dues were deducted along with:

- (1) A list for whom membership dues have been deducted, and
- (2) A list for whom service charges have been deducted by the tenth (10th) day of the month following the pay day ~~that~~ the dues and charges were deducted.
- (3) A quarterly (March, June, September, and December) list of all employees working in each certified department at the time of report.
- (4) A quarterly (March, June, September, and December) list of all Union members and all individuals paying a service charge in alphabetical order.

(d) Disputes Concerning Membership.

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Union, and if not resolved, may be decided through the grievance procedure.

6. UNION REPRESENTATION.

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

7. STEWARDS AND ALTERNATE STEWARDS.

The Steward Structure shall be as follows:

In the absence of the Steward an alternate may be appointed by the Local President. There shall be a Chief Steward for the Local Union and the following stewards:

2 Stewards

8. SPECIAL CONFERENCES.

Special conferences for important matters will be arranged between the Local President and/or his designated representative, and the Employer or its designated representative upon the request of either party. Such meetings shall be between one (1) or more representatives of the Employer and at least two (2), but not more than five (5) representatives of the Union. 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. Special conferences shall be held within two (2) weeks of the request. Matters taken up in special conferences shall be confined to those included in the agenda, unless both parties agree to include other items. Conferences shall begin at 2:30 p.m., unless otherwise agreed to, and shall be held on a work day. The members of the Union attending such a conference shall only receive pay up to the end of their regular working day. Such conferences may be attended by a representative of the International Union, or of Michigan Council #55. If there is an agreement at the end of the special conference, it shall be reduced to writing.

9. MANAGEMENT RIGHTS.

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, discipline, lay-off, etc., for the orderly and efficient operation of the Transportation Authority.

10. NO STRIKE CLAUSE.

It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its Agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, or a strike against the Transportation Authority. The management agrees that during the same period there will be no lockout.

11. AUTHORITY RULES.

The Ann Arbor Transportation Authority shall provide personnel rules and regulations and manuals on operating policies and procedures. In any conflict between these and this contract, this contract shall take precedence. These rules shall be in writing and posted in a prominent place and be presented to the Union through its Steward. Within thirty (30) days of the signing of this contract, a committee will meet to review and discuss the rules and regulations. The committee shall be made up of two representatives from the Union and two from management. One of the Union members must have at least two years seniority and the other shall have at least one year seniority.

12. GRIEVANCE PROCEDURE.

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations of particular clauses of this Agreement, and about alleged violations of this Agreement. A grievance must be made within thirty (30) days after the event giving rise to the grievance. An employee may present a grievance as follows:

(a) Step 1 - Employee may talk with his steward or directly with his supervisor during his shift. The steward and/or employee may then discuss the grievance with the Transportation Manager and/or his assistant. The Transportation Manager and/or his assistant, upon receiving a grievance, shall have three (3) days in which to submit his answer. If the grievance is presented in writing, the Transportation Manager's or his assistant's answer shall be in writing.

(b) Step 2 - If the grievance is not satisfactorily disposed of, the aggrieved employee (a steward may be an aggrieved employee) shall submit it in the required written form to the department head and inform the Director of Personnel of this submission. A meeting between the department head and one representative of the department head and the employee, the steward, and/or a Union officer shall be arranged within five (5) work days of receipt of the grievance by the Department Head. The Union representatives may meet for fifteen (15) minutes immediately prior to the joint meeting. The department head shall review the case and his answer shall be placed on the written form and returned to the employee within five (5) normal work days.

(c) Step 3 - If the department head's answer is unsatisfactory to the employee, he shall have the right to appeal to the Transportation Authority. The representatives of the Union shall meet with the designated representatives within eight (8) work days of the presentation of the appeal. The Union representatives may meet for thirty (30) minutes prior to this meeting. The chief steward shall be allowed up to two hours off with pay to investigate the nature of the grievance he is to discuss with the Transportation Authority representatives. The Transportation Authority's answer shall be filed within five (5) normal work days after the meeting. In lieu of filing an answer, the Transportation Authority at its discretion, may submit the grievance to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator the services of the American Arbitration Association shall be used

in making a selection. In such a case, the decision of the arbitrator shall be binding on both parties. In the event that no hearing was held, the aggrieved employee, upon receipt of the written answer, may request a hearing and the hearing will be held within three (3) days of the Transportation Authority's written decision.

(d) Step 4 - If an answer of the Transportation Authority is unsatisfactory to both the Union and the Employee, the grievance may be submitted to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator, the services of the American Arbitration Association shall be used in making a selection. The decision of the arbitrator shall be binding on both parties.

(e) Cost of Arbitration.

If a grievance is submitted to an arbitrator by the Transportation Authority under Step 3, the Transportation Authority shall pay the arbitrator's fee. If a grievance is submitted to an arbitrator by an employee under Step 4, the Employer and the Union shall each pay one-half of the arbitrator's fee.

(f) Power of Arbitration.

An arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

(g) Time Limitations for Grievance Procedure.

The aggrieved employee may appeal the decision of the immediate supervisor to his department head. The aggrieved employee may further appeal the decision of the department head to the Employer. In relation to such procedure, all appeals must be made within five (5) working days after the decision has been given. If no appeal is taken within the time limit, the employee and/or Union shall be deemed to have accepted the decision. Conversely, if an answer in writing is not presented to the Union representative within the prescribed time limit, then the matter shall be deemed to be settled in the Union's favor.

(h) Grievance Form.

The Employer and the Union shall agree on a grievance form. Once such agreement is reached, the form shall be prepared by the Employer and provided to the Union and employees as requested. The top copy of the form shall be the property of the employee filing the grievance, and shall be returned to the employee upon completion of the case.

13. DISCHARGE AND DISCIPLINE INVOLVING TIME OFF.

(a) Notice of Discharge or Discipline.

The Employer agrees to notify in writing the employee and the steward in the department of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the department and the Employer or his designated representative will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward.

(c) Appeal of Discharge or Discipline.

Should the discharged or disciplined employee consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Transportation Authority within two (2) regularly scheduled working days of the discharge or discipline. The Transportation Authority will review the discharge or discipline and give his answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the employee and to the Union, the matter shall be referred to the final step of the grievance procedure.

(d) Use of Past Record.

In imposing any discipline on a current charge, the Employer will not base his decision upon any prior infractions of Employer rules or regulations which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his Employment Application after a period of two (2) years from his date of hire unless such falsification is related to the current charges. The only prior infractions that the Employer will take into account are those filed in the Personnel Department's personnel file within fourteen (14) days of the discipline.

(e) Loss of Driver's License.

It is understood by both parties that any driver who has his driver's license revoked by the State of Michigan would be immediately terminated as an employee with the Ann Arbor Transportation Authority and this termination would not be subject to any appeal and would stand regardless of a ruling by the State that the person would be entitled to or would be assured a temporary hardship permission to drive for their employment. An exception to this rule would be any violations received by the driver as a result of faulty Ann Arbor Transportation Authority equipment. In connection with these violations, the Authority would allow the person to drive if the individual

received a temporary hardship permission statement, to drive for their employment, from the State. Also if the said violation for faulty equipment occurred within the limits of the City of Ann Arbor, Transportation Authority officials would state to the City Attorney's office or the Court the circumstances in the case.

14. SENIORITY. Probationary Employees--Temporary Employees

(a) New permanent employees hired in the unit shall be probationary employees for the first six (6) months of their employment. The calendar days probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period, by accumulating six (6) months of employment within not more than one (1) year, he shall be entered on the seniority list of the unit and shall rank for seniority from a day six (6) months prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent permanent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section One (1) of this Agreement, except employees discharged and disciplined for other than Union activity.

(c) Seniority--Temporary Positions.

Temporary employees hired in the unit shall accumulate seniority on the basis of the months they serve in the bargaining unit. If temporary employees are hired as permanent employees, the time served as a temporary employee will count as probationary time, and they shall receive sick time and vacation time credit from the last date of hire. If temporary employees are laid off, they shall be hired back on the basis of their total seniority in the bargaining unit. No employee in the bargaining unit shall be employed in a full-time temporary or part-time temporary position for a period greater than six (6) consecutive months. If at the end of that time, the person is still employed, that person shall become permanent or released from employment and if so released, the temporary position shall be abolished and not be re-created for a period of at least one (1) year.

15. SENIORITY AND SENIORITY LISTS.

(a) Seniority shall be on an Employer and City-wide basis, in accordance with the employee's last date of hire.

(b) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

(c) The seniority list on the date of this Agreement will show the names, job titles, and date of hire, of all employees of the unit entitled to seniority.

(d) 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 every six (6) months.

16. LOSS OF SENIORITY.

An employee shall lose his seniority for the following reasons only:

(a) He quits.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.

(d) If he does not return to work when recalled from lay-off as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Employer.

(e) Failure to return from sick leave and leave of absence will be treated the same as (c) above.

(f) He retires.

17. SENIORITY OF STEWARDS.

Notwithstanding his position on the seniority list, a steward in the event of a lay-off of any type shall be continued at work as long as there is a job which he can perform and shall be recalled to work in the event of a lay-off on the first open job which he can perform. Stewards shall be permanent employees and shall have completed their probationary period in their current positions.

18. SENIORITY OF OFFICERS.

Notwithstanding their position on the seniority list, the President, Vice-President, Financial Secretary, Recording

Secretary, and Chief Steward of the Local Union shall, in the event of a lay-off only, be continued at all times provided they can perform any of the work available. Officers shall be permanent employees and shall have completed their initial probationary period.

19. SUPPLEMENTAL AGREEMENTS.

All supplemental agreements to this Agreement negotiated and approved by the Employer and the Local Union shall be subject to the approval of the Transportation Authority and Union Council 55.

20. LAY-OFFS.

(a) The Employer may lay-off a permanent employee when he deems it necessary, by reason of shortage of work or funds, the abolition of the position, material change in the organization, or for other related reasons which are outside the employee's control and which do not reflect discredit upon the services of the Employee. The duties performed by any employee laid off may be reassigned within reason to other employees already working who hold positions in appropriate classes.

(b) Order of Lay-Off.

Lay-off of employees shall be made by inverse order of their seniority within a position classification. No probationary employee shall be laid off from any position while any temporary employee is still employed in the same position classification.

(c) Notice of Lay-Off.

The Employer shall give written notice to the employees and Union on any proposed lay-off. Such notice shall state the reasons therefor, and shall be submitted at least two weeks before the effective date thereof.

21. RECALL PROCEDURE.

When the working force is increased after a lay-off, employees will be recalled in the inverse order of the lay-off. Notice of recall shall be sent to the employee at his last known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from receipt, by the employee, of the mailed notice of recall or the return of the registered recall letter to the Employer, he shall be considered to have quit. An exception to this provision could be made if the employee recalled is physically unable to return to work. In these cases a medical report will be required stating approximate date of return.

22. TRANSFERS.

(a) Transfer of Employees.

If an employee is transferred to a position under the Employer or under the City not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

(b) In the event of a vacancy or a newly created position, employees in the same classification may transfer on the basis of seniority and qualifications. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in each building of the Employer at least seven (7) calendar days prior to filling such vacancy or newly created position.

(c) No work will be contracted out by the Employer when it can be performed by employees of the bargaining unit, if such contract would cause a lay-off.

23. PROMOTIONS.

(a) Promotions within the bargaining unit and the AATA shall be made on the basis of seniority and qualifications. Job vacancies will be posted on Monday of each week for a period of seven (7) days, setting forth the classification, pay and department for the position in a conspicuous place in each department and each section of each department. Copies are to be mailed to the Steward of each Department and to the Secretary of Local 369. Employees interested shall apply within the seven (7) calendar day posting period. The senior qualified employee shall be granted a trial period of not more than six (6) months to determine:

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

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

(b) During the six (6) month trial period, the employee shall have the opportunity to revert back to his former classification. The employer agrees to give him the full six (6) month trial if the employee so desires. Provided, however, if the employee is proven incompetent during the probationary period, notice shall be submitted to the Union by the Employer at which time the employee shall revert to his former classification. If the employee or the Union disagrees, the matter shall become a proper subject for the second step of the Grievance Procedure.

(c) During the trial period, employees will receive the rate of the job they are performing.

24. PAYMENT OF BACK PAY CLAIMS.

If the employer fails to give an employee work to which his seniority and qualifications entitle him and such work does exist and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the employee may file a grievance under the grievance procedure and if successful in the grievance, the Employer will reimburse him for the earnings he lost through failure to give him such work.

25. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

26. VETERANS. Reinstatement of Seniority Employees.

(a)

Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge.

(b) A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus the probationary period.

27. LEAVE OF ABSENCE FOR VETERANS.

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable Federal Laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except the employer may extend this limit in proper cases.

28. SICK LEAVE.

Sick leave for permanent personnel covered by this contract, shall be accrued and granted as follows:

(a) Each permanent employee of the Employer shall be entitled to sick leave of one (1) work day with pay for each completed month of service. Permanent employees who render part-time services shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.

(b) Unused sick leave may be accumulated up to a maximum of one hundred and twenty (120) days, except as provided in (c) below.

(c) In addition to compensation for absence due to sickness, the following shall apply:

(1) An employee who dies before retirement, or retires from service and is entered on the retirement or pension roll of the City shall, upon such death or retirement, be paid for his unused sick leave credit, at his current rate, at the time of death or retirement up to the maximum of 120 days plus (if 120 days) all of the unused sick leave days accumulated during the current calendar year.

(2) At the end of each calendar year, an employee may elect to receive full payment in cash for one-third of the unused sick time for that calendar year. Such payment shall not be for less than one (1) day nor for more than four (4) days and if the employee elects to receive a cash payment,

he shall carry forward the remaining two-thirds of his unused sick days; for example if an employee has taken no sick days through the year and, therefore, has twelve (12) days accumulated, he may elect to receive four (4) days in cash and thereby carry forward eight (8) sick days. If an employee chooses to elect this payment option, he must so notify the City Controller's Office between December 1 and December 15. If no notification is received, his entire unused sick leave will be carried forward. This payment shall be made on the first pay in January of each year at the rate as of December 1.

(3) An employee who has accumulated the maximum of one-hundred and twenty (120) work days of sick leave credit shall be paid, at the end of each subsequent calendar year of employment with the City, one-half of the unused sick leave credit earned in such year above the one-hundred and twenty (120) work days accumulation authorized above, and the remaining one-half shall not be added to the one-hundred and twenty (120) days accumulation nor compensated for in any way.

(d) Employees absent from work on legal holidays, during sick leave, during vacation, while on Workmen's Compensation or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed, subject to the maximum limitation herein provided.

(e) An employee eligible for sick leave with pay may use such sick leave upon approval of his supervisor for absence due to exposure to contagious diseases which could be communicated to other employees, and due to illness in employee's immediate family which is limited to husbands, wives, children and parents.

(f) Sick leave absences for a part of a day shall be charged ~~proportionally in an amount not smaller than one hour.~~

in one hour increments R-2 W.W., W.W.

(g) When an employee finds it necessary to be absent for any reason, he should cause the facts to be reported to the supervisor on duty at that time, (if no supervisor is on duty, the facts may be reported to the person answering the phone) one hour before his regular assigned time on the first working day of absence. The employee shall report his intention of returning back to work by 3 p.m. on the day before returning back to work. Sick leave shall not be granted unless such report has been made.

(h) If an employee is off on sick leave for five (5) days or more, a physician's statement may be required indicating the nature of the sickness, and attesting to the employee's ability to return to work.

(i) Employees who have been asked to act as pallbearers may take sick leave to perform this service. Such use of sick leave is not to exceed one day.

(j) Accumulated sick leave cannot be transferred from one employee to another employee.

29. WORK SCHEDULE AND OVERTIME.

(a) The regular work schedule shall consist of five (5) eight (8) hour days, Monday through Saturday. It is recognized by the Union that scheduling work is a management right. It is recognized by the AATA that such scheduling must not be arbitrary nor capricious.

(b) Any time worked in excess of eight (8) hours a day and any time worked in excess of forty (40) regular pay hours a week shall be considered overtime. Employees in wage grade positions shall be compensated for overtime by payment in cash at time and one-half. Salary grade employees below salary grade nineteen (19) shall be compensated for authorized overtime work at the rate of time and one-half, and this may be received in cash or in compensatory time off. The respective department heads will be the determining authority on the necessity for overtime. Salary grade employees will indicate whether repayment will be made in compensatory time off or by payment in cash, and if compensatory time off, the department head will determine when that time will be taken.

(c) Overtime worked, either compensatory or paid overtime, shall be entered on the time cards in the column indicated. Paid overtime must be submitted on the time card covering the pay period in which the overtime is earned, or the time card of the following pay period.

(d) Compensatory time cannot be transferred from one employee to another employee.

(e) Any compensable day shall be considered a day worked for the purpose of computing benefits under this Agreement.

(f) Emergency Call Out.

When an employee is called to return to work he shall be given one (1) hour as preparation and travel time for such call back at time and one-half in addition to the hours worked at time and one-half. The minimum payment for call back shall be the one (1) hour paid at time and one-half given as preparation and travel time plus payment for one (1) hour of working time at time and one-half.

30. EQUALIZATION OF OVERTIME HOURS.

Equalization of overtime hours agreement will be negotiated locally by each department and each departmental section and shall be reduced to writing with a copy to each employee in the section or department and it shall be permanently posted in the section or department.

31. LUNCH AND BREAK PERIODS

(a) All employees working on a "regularly scheduled run shall be entitled to a paid lunch period of approximately 30 minutes. If an employee is working overtime, he shall be allowed a rest period every four (4) hours and such period may be taken within each four (4) hour period. Length of rest periods shall be fifteen (15) minutes per period.

(b) Mechanics working an eight (8) hour duty shift shall be entitled to two (2) rest periods per shift excluding a lunch period. If a mechanic is working overtime, he shall be allowed a rest period every four (4) hours and such period may be taken within each four (4) hour period. The periods shall be taken one before and one after lunch. Length of the rest periods shall be fifteen (15) minutes per period. At the end of the shift, the mechanics shall be allowed ten (10) minutes for wash up time.

32. LEAVE OF ABSENCE.

(a) The supervisor may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.

(b) The respective supervisor, in consultation with the Authority, may authorize special leave of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one calendar year for the following purposes:

Attendance at college, university or business school for the purpose of training in subjects related to work of the employee and which will benefit the employee and the Employer; urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business; attending court as a witness; running for a public or Union elective position; and for purposes other than the above that are deemed beneficial to the Employer.

(c) Permanent female employees shall be allowed to take a six-month leave of absence due to pregnancy. Such leave of absence shall be without pay, but shall not affect continuous service. If at the end of six months the employee has not requested reinstatement, her employment shall be terminated and her name placed on the eligible list for re-employment. Whenever an employee shall become pregnant, she shall furnish her supervisor, within two months of her pregnancy, a certificate from her physician indicating the approximate date of delivery and stating any restrictions on the nature of work she may be able to do and the length of time she may be able to work. She may be allowed to work up to six (6) months. After six (6) months, a doctor's letter will be required every two (2) weeks indicating that she is able to continue to work.

ww.
after
conception

(d) A permanent employee who has been selected or appointed to a public or Union position will be granted a Leave of Absence without pay for a period not to exceed two (2) years.

(e) If a permanent employee is off for an extended period of time due to a physical or mental illness, the employee will be granted, at his request, a Leave of Absence without pay not to exceed two (2) years.

(f) If a permanent employee has prolonged illness in his immediate family, defined in this case to include only the spouse and children of the employee, said employee will, at the employee's request, be granted a Leave of Absence without pay not to exceed one (1) year.

33. LEAVE FOR UNION BUSINESS

One member of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed five (5) days off with pay to attend such conferences and/or conventions. Such time may be accumulated up to two (2) years. Request for leave for Union business shall be submitted to the Authority by the local Union at least twelve (12) days prior to such leave.

34. FUNERAL LEAVE.

Permanent employees shall be allowed five (5) working days as funeral leave days with pay not to be deducted from a sick leave for a death in the immediate family, in order to attend the funeral and one working day off with pay if not able to attend the funeral. Immediate family is to be defined as follows: Mother, Father, Sister, Brother, Wife or Husband, Son or Daughter, Mother-in-law, Father-in-law, Grandparents, Step-parents, or a member of the employee's household.

35. COMPENSATION FOR ABSENCE ON HOLIDAYS.

All permanent AATA personnel shall receive eight hours of straight time pay for the following holidays or parts thereof, and any other day or part of a day proclaimed in writing as a City holiday by the Mayor upon recommendation of the City Administrator and approved by the AATA during which the public offices of the City are closed:

New Year's Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday

If a holiday falls on Saturday, the Friday preceding shall be the holiday. If the holiday falls on Sunday, the Monday following will be the holiday.

36. PERSONAL LEAVE DAY.

Each permanent employee covered by this contract shall receive, effective July 1 of each year, three eight (8) hour personal leave days. Such personal leave cannot be used in increments less than four (4) hours and will be used at the employee's discretion. This leave is in addition to sick and vacation leave and must be used during the year or will be lost. Employee must notify his immediate supervisor twenty-four (24) hours before he wishes to take personal leave day and it shall be subject to working conditions.

37. WORKMEN'S COMPENSATION. On the Job Injury.

Each employee will be covered by the applicable Workmen's Compensation Laws and the Employer further agrees that a permanent employee being eligible for Workmen's Compensation may elect to use his accumulated sick time. If the permanent employee uses his accumulated sick time, he shall receive his full salary and he may return his Workmen's Compensation check to the AATA. The AATA, upon receipt of the Workmen's Compensation check, shall convert that amount into hours and days and shall deduct those hours and days from the employee's sick leave charge. A permanent employee who elects not to utilize his accumulated sick time or who has no accumulated sick time shall receive the Workmen's Compensation

benefits as specified by law. A permanent employee injured on the job and eligible for Workmen's Compensation shall, in addition, to Workmen's Compensation benefits, receive the difference between the Workmen's Compensation benefits and his AATA salary or wages as of the date of injury (excluding over-time) commencing the 31st consecutive day on which he is unable to work following the date of injury and continuing until the 365th day following such injury. Thereafter, only the Workmen's Compensation benefits shall be paid and the additional benefits shall not be extended beyond the 365th day. During this period of time, the employer may, with the doctor's permission, require the employee to perform such City work as said employee may be able to do. During this period of time, said employee's salary or wage rate shall not be lower than the employee's salary or wage rate at the time of injury. Following the 365th day, the employee's health and ability to perform work for the AATA shall be reviewed. If the employee is able to return to his original classification, he shall do so.

38. VACATION LEAVE.

Vacation shall be accrued and granted as follows:

(a) Every permanent employee in the AATA service shall be allowed vacation leave with pay at the rate of one (1) work day for each month of continuous service. An employee shall not be allowed to take vacation leave until completion of six (6) months of permanent employment. Permanent part-time employees shall receive vacation of this basis pro-rated according to actual time worked; temporary and seasonal full-time or part-time employees shall not be granted vacation with pay.

(b) Permanent employees covered by this contract, shall earn, based upon the employee's anniversary date, vacation leave as follows:

1-5 Years of Service	12 Days
6-10 Years of Service	15 Days
11-15 Years of Service	18 Days
16 Years and Over	20 Days

(c) Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the department head, be charged against the employee's vacation leave allowance.

(d) Each department head shall keep records of vacation leave allowance and shall schedule vacation leaves with particular regard to the seniority of employees, in accord with operating requirements and insofar as possible, with the written request of the employees.

(e) Employees shall be encouraged to take yearly vacations and in no case shall an employee be allowed to accrue, at any one time, more than twice the amount of annual vacation to which he is entitled. If the amount of accrued vacation exceeds twice the amount of the annual vacation to which the person is entitled, it shall be permanently lost and the employee shall not be allowed to receive compensation for this loss. An extension of this requirement may be granted for a period not to exceed one year by the AATA.

(f) Employees separated from the AATA service shall be paid at their normal salary rate for their unused vacation.

(g) Accumulated vacation leave cannot be transferred from one employee to another employee.

39. PAY ADVANCE.

If a regular pay day falls during an employee's vacation and he is to be on vacation for two weeks or longer, he will be entitled to receive that check in advance before going on vacation. An employee must make a request to the City Controller's Office for his check two (2) weeks before leaving, if he desires to receive it in advance.

40. BULLETIN BOARDS.

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notice of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.
5. Miscellaneous items placed on the board by employees, such as "for sale" notices.
6. Union advertisements.

41. TEMPORARY ASSIGNMENTS.

Temporary assignments for the purpose of filling vacancies of employees who are absent will be granted to the senior qualified employee for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

42. TRAINING ASSIGNMENTS.

Both the Employer and the Union recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be made on the basis of seniority, interest and qualifications. During a training assignment, the employee being trained will always be supervised by a qualified employee. Under such supervision the employee being trained will continue to receive his current rate of pay.

43. JURY DUTY.

A permanent employee covered by this contract who serves on Jury Duty will receive his regular authority pay and when he receives his check from the Court for Jury Duty he will turn that over to the City Controller. It is understood that if an employee serves on Jury Duty for only half a day he is to return to work for the remainder of that day. The authority in making its final adjustment of payment during the Jury Duty period will only pay the difference for half a day and not the whole day, where applicable.

44. SAFETY COMMITTEE.

A Safety Committee composed of employees and Employer representatives is hereby established. This committee will include five (5) members as follows: a steward, a driver selected by the other drivers, and two (2) people appointed by the Authority and one member of the Ann Arbor Police Department. The purpose of said committee shall be to review accidents and maintenance procedures, and to prepare guidelines for the safe operation and maintenance of buses. The committee shall also determine under what circumstances a bus should be deadlined and any member will have the power to deadline a bus under the standards so established.

45. HOSPITALIZATION.

The Employer agrees to the following conditions regarding hospitalization insurance:

(a) The hospitalization plan is the High Benefit Comprehensive, Blue Cross-Blue Shield, MVF Plan. This plan provides for up to 365 days of hospitalization, and it includes the comprehensive Blue Shield Surgical Plan.

(b) A permanent or temporary employee of the AATA may elect to take this hospitalization insurance at the time he becomes an AATA employee. A permanent employee may also elect to take this hospitalization plan at the annual yearly opening period. A temporary employee will be required, if he elects to take this insurance, to pay the entire premium cost. A newly appointed permanent employee will be required, if he elects to take this insurance upon the commencement of his permanent employment, to pay the insurance premium for the first six (6) months of his employment as this is his probationary period. At the end of this time, the AATA will assume the full cost for his hospitalization premium, including that premium portion that is for his spouse and children under 19 years of age; but shall exclude special dependent coverage such as, for example; a parent, mother-in-law, or child over 19 years of age.

46. LIFE INSURANCE COVERAGE.

(a) The Employer agrees to pay the entire premium cost of \$4,000 of Life Insurance on all permanent employees who have completed their probationary period. The Employer further agrees to pay the entire cost of \$4,000 of Life Insurance for retiring employees, employees who have completed fifteen (15) or more years with the AATA and are retiring on a City pension.

(b) Eligible employees will be permitted to take additional insurance according to the following schedule, with the AATA paying one-half the true cost of the insurance and the employee paying one-half of the true cost. Additional insurance is as indicated in the following schedule:

Additional Insurance

<u>Salary</u>	<u>Insurance</u>
\$ 3,000 to 5,000	\$ 6,000
5,000 to 7,000	8,000
7,000 to 9,000	10,000
9,000 to 11,000	12,000
11,000 to 13,000	14,000
13,000 to 15,000	16,000
16,000 and over	18,000

(c) Persons who take additional life insurance according to schedule (b) are entitled to subscribe to group life insurance for their family as follows:

<u>Coverage</u>	<u>Amount</u>
Spouse	\$1,500
Children	
- Birth to age 6 months	100
- Age 6 months to age 19	1,000

Cost of this coverage shall be \$1.00 per month and the premium shall be paid entirely by the employee.

47. FUTURE NEGOTIATIONS

Negotiations shall be carried on by the parties hereto in accordance with the timetable herewith set forth:

Submission of Union Demands	January 15, 1973
Submission of AATA's Answer	February 1, 1973
Negotiations to Begin by	February 15, 1973
Desired Conclusion of Negotiations	April 1, 1973

48. UNION NEGOTIATING COMMITTEE.

The bargaining committee of the Union will include not more than a total of six (6) representatives of the Union and Council and/or International representatives. The Union will give to Management in writing the names of its representatives on the bargaining committee. The Employer will give to the Union in writing the names of representatives on the bargaining committee. Other persons associated with either party may attend the bargaining sessions by mutual agreement.

Employee members of the bargaining committee will be paid by the Authority for time spent, during their normal working day, in negotiations with the Authority, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committeeman.

49. The following appendices are incorporated and made a part of this Agreement:

Appendix A. Salaries and Rates
These schedules are as follows:

Bookkeeper	3.65	
Motor Coach Garage Attendant	4.30	
Motor Coach Mechanic	5.15	
Training Rate for Driver	2.50	(Only to be paid when accompanied by experienced driver)
Motor Coach Operator	4.40	
Head Motor Coach Operator	4.55	

All Motor Coach Operators hired subsequent to July 1, 1972, shall be paid \$4.00 an hour for their first year. After their first year, they shall receive the regular rate of \$4.40 per hour.

Those employees who have completed four years of service shall receive a 5% longevity step increase.

Appendix B. Job Descriptions.

The job descriptions for the employee classifications covered by this Agreement are made by this reference a part of this Agreement.

Appendix C. Charters.

1. All charters and specials, during regular working hours, shall be considered as extra work and shall be assigned to extra Motor Coach Operators available from normal service requirements, and qualified to perform such service, and shall be assigned such work in accordance with the Section governing the operation of the extra board.
2. Any Motor Coach Operator, when requested in writing twenty-four (24) hours in advance by the person or party chartering the Employer's service, shall be assigned thereto as provided in this section, if qualified to perform such service. A copy of any written request will be furnished to the Union Steward.
3. All Charters shall be assigned to Motor Coach Operators in accordance with the Article governing the "Operation of the Extra Boards" except, should a specific operator be requested by the chartering party in writing, at the time of chartering the coach. If it is determined by the AATA and UNION that the requested operator has solicited the request from the chartering party, such charter shall become an open charter and subject to the regulations governing the "Operation of the Extra Board" and supplementary board.
4. A Motor Coach Operator assigned to charter service of one (1) day or less shall be paid for, not to exceed the time he goes on duty, to the time he is relieved from duty.
5. A Motor Coach Operator assigned a charter of two (2) days or more shall be paid on first and last day of charter, the actual running time or the minimum of eight (8) hours whichever is greater, on subsequent days he shall be paid a minimum of eight (8) hours. Operators assigned to charter movement shall render only the service requested by charter sponsor over and above his minimum of eight (8) hours upon submission by operator to AATA of a proper written report, signed by charter sponsor, showing service rendered.
 - (A) Meal allowance - First day if charter pulls out before 12:00 noon, lunch and dinner; day or days away from garage, breakfast, lunch; if operator returns after 6:30 p.m. he will be compensated for dinner. Breakfast, \$1.50; Lunch, \$2.00; Dinner, \$3.50; Total \$7.00 per day.

- (B) Compensation to cover actual cost of lodging, if charter operation is away from the Ann Arbor area not to exceed \$14.00 per night.
- 6. When operator reports for charter assignment that has been cancelled and has been notified of its cancellation, operator will be paid a minimum of two (2) hours.

Appendix D. Miss-Outs.

- 1. "Miss-Outs" is defined to be:
 - (a) Each failure of any motor coach operator to report for duty at the proper time, at the proper place at which his assigned duties are scheduled to start; and (b) Each failure of any regular motor coach operator who has "missed out", as hereinabove defined, to report or call in and make himself available to the Employer within two (2) hours after he misses to see if he is needed for work; (c) Each failure of a motor coach operator who has "missed-out" as hereinabove defined will be placed at the bottom of the extra board for that day.
- 2. The penalties provided in this Section pertaining to "miss outs" shall not be construed as to prevent the Employer from other disciplinary action.

Appendix E. Equipment Furnished.

The Employer, to assure performance of the work required of a Motor Coach Operator, shall furnish the badge (if required), punch, transfer holders, time pieces at no cost to the Motor Coach Operator. Also, any tools required of the Motor Coach Operator by the Employer shall be supplied by the Employer. Motor Coach Operators furnished such equipment shall be responsible for all losses, if lost by the Motor Coach Operator, or the return of such equipment to the Employer.

Appendix F. Temporary Suspension of Service

When the Employer, due to weather or other conditions, suspends or cancels service, the following shall apply:

- (A) Motor Coach Operators due to report and having reported at their normal report time at the station designated for them to report shall be paid for their normal run assignment.
- (B) Motor Coach Operators notified that service has been suspended or cancelled one (1) hour before their normal report time at their normal report point, or if the Employer

reasonably attempts to notify them at their home, that service has been suspended or cancelled two (2) hours prior to report time shall be considered adequate notice, even though no one may be home to answer the telephone, and shall relieve the Employer of any obligation for payment to such Motor Coach Operators in case of suspension or cancellation of service.

Appendix G. Physical Examinations.

Section 1. The Employer may require any of its employees to submit to a medical examination on or about each anniversary date of their employment, and at any such other time that the Employer may deem necessary.

Section 2. The examination required by the preceding section shall be made by a licensed physician designated by the Employer, or at the employee's election, such examination may be made by a licensed physician of the employee's own selection, acceptable to the Employer. All such examinations and the conclusions of the physician with respect thereto must be reported on forms established by the Employer. The cost of all examinations made by an examining physician designated by the Employer shall be borne by the Employer. When the examination is made by a physician selected by the employee, the Employer shall contribute toward the cost thereof, an amount equal to the charge made for such examinations when made by the physician designated by the Employer. This contribution by the Employer shall not exceed the actual charge made for the examination by the physician selected by the employee.

Section 3. As a condition of continued employment with the Employer, the medical examination herein provided for must reveal the physical and mental fitness of the employees involved to perform their duties.

Section 4. If an employee elects to have a required medical examination made by a physician of his own selection, and if for any reason the Employer is not satisfied with such examination, then the Employer may at its own expense cause such employee to be examined by a licensed physician of its own selection. A copy of the findings and conclusions of the physician so selected by the Company shall be furnished to the employee involved, and if they agree with the findings and conclusions of the physician selected by the employee, no further medical review of the case shall be afforded. In the event, however, that the findings and conclusions of the physician selected by the Employer shall disagree with those of the physician selected by the employee involved, then the two examining physicians shall agree upon and appoint a third

qualified, licensed and disinterested physician for the purpose of making a further medical examination of the employee involved, and the findings and conclusions of a majority of the three (3) examining physicians shall be final and binding upon the parties thereto. The expense of the employment of such third medical examination shall be shared equally by the Employer and the employee.

Section 5. Should such medical examination reveal the physical or mental unfitness of the employee involved to perform his duties, then and in that event the employee involved shall be taken out of the service and given a leave of absence for the purpose of undergoing medical treatment until such time as the examining physician shall certify to his physical and mental fitness to perform again the duties for which he was employed; provided, however, such leave of absence shall not extend for a period of more than three (3) consecutive years and the seniority of the employee involved shall be unaffected thereby. Such leave of absence shall further be subject to the provisions of Sections 2, 3 and 4 of the Article relating to leaves of absences, and any employee on leave of absence because of physical or mental unfitness to perform his duties may be required to supply the Employer with his physician's report covering his condition at least once every thirty (30) days during such leave.

Appendix H. Selection of Runs.

Section 1. All runs shall be open for bids in January, June and September of each year and at such other times as may be deemed necessary by the Employer, provided, however, that in the case of the months above established the board shall not open in any event more than ten (10) days in advance of nor more than ten (10) days later than the first day of the month outlined above.

Section 2. The selections of runs shall be governed by seniority, except in cases where the fitness of a Motor Coach Operator for a particular run is questioned by the Employer. If the fitness of a Motor Coach Operator is questioned, the properly accredited officers of the Union and the Employer shall discuss the fitness of the operator, and if it be mutually determined that he is better fitted for another run, he shall be required to select such run as soon as new pick can be arranged.

Section 3. Board and runs are to be marked by the supervisor or his designated representative and are to be assigned to operators according to their seniority and fitness for the run selected.

Section 4. Should any changes exceeding thirty (30) minutes be made in the starting or quitting time of regular runs, the Employer agrees to give the steward of the Union notice in writing of such changes before they are put into effect. When changes exceeding thirty (30) minutes a day are made in the starting or quitting time of regular runs, the Operating Board will open for a pick of runs within six (6) days before such changes are put into effect.

Section 5. Except in cases of emergency, regular runs shall be posted ten (10) days prior to their effective date. Selection by Motor Coach Operators of such runs shall begin on the fourth day after the posting of such runs and shall be completed two (2) days prior to the effective date thereof. The selection of such runs shall be in writing and operators failing to select their runs within the time allowed shall have their runs assigned to them by the Steward of the Union. Schedules of all regular runs are to be posted on bulletin boards at all times. Such a list shall show schedule time, relief time and pay time involved in each run.

Appendix I. The Extra Board and Filling Vacancies

Section 1. The extra board shall rotate giving all operators an equal chance. A summary of the hours worked by each extra Motor Coach Operator shall be computed twice daily and the operator having the least number of hours worked at each sign-up shall be placed at the top of the extra list for the succeeding sign-up and so on down the line. The computation of the hours worked for the purposes of this section shall begin Sunday A.M. and run through Saturday P.M. The extra board shall be marked up once each day, no earlier than 12:01 P.M. and not later than the time at which the first regular run is due off, for all runs the following day.

Section 2. The extra board shall be so regulated that there is not an excess of extra operators at any time, and it is understood that no regular operator shall do extra work if any extra operators are available.

Section 3. A vacancy of a known duration of thirty (30) days or more shall be classed as a permanent vacancy. The senior extra man, if agreeable, will be assigned to such vacancy, and he shall hold the same for the duration thereof, or until the board is open for a pick of runs. An operator holding such permanent vacancy shall be classed as a regular operator.

Section 4. A vacancy of a known duration of less than thirty (30) days shall be classed as a temporary vacancy; such a vacancy shall be operated by rotation of the extra board.

Appendix J. Uniforms.

Uniforms will be furnished by the Employer for permanent Motor Coach Operators, Motor Coach Mechanics, Garage Attendant II and the Head Motor Coach Operator. If the uniforms are "wash and wear" the employee will be expected to maintain the uniforms themselves. If the uniforms are not "wash and wear", the Employer will handle the uniform maintenance or pay a reasonable uniform maintenance allowance.

Appendix K. Reporting of Accidents.

In addition to reporting accidents verbally immediately to the dispatcher, a complete written report of the accident must be submitted within twenty-four (24) hours. If the accident is a serious one, the report must be made as soon as possible.

Appendix L.

Mishandling of fares, embezzling of Authority funds or property, destruction of AATA property, tools, equipment, directly owned or leased, adding or placing advertisements or signs not authorized is for immediate disciplinary action up to and including dismissal. The Authority shall write up any disciplinary action and give a copy to the employee.

49. TERMINATION AND MODIFICATION.

This agreement shall continue in full force and effect until 11:59 p.m., June 30, 1973. If either party desires to modify or change this Agreement, it shall follow the procedure for negotiations as set forth in paragraphs 20 and 47.

50. WAIVER CLAUSE.

During negotiations leading to this Agreement, each party had the opportunity to make demands and proposals regarding any lawful subject of collective bargaining. For the life of this Agreement, each party agrees that the other is not obligated to bargain collectively regarding any subject, whether or not referred to in this Agreement, except by mutual agreement. This shall be true even though such subject may not have been within the contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

51. EFFECTIVE DATE.

This Agreement shall become effective on July 1, 1972.

52. SEPARABILITY.

If any section, subsection, sentence or phrase of this Agreement is held invalid by a court, the remainder of the Agreement shall remain in full force and effect.

53. SUCCESSOR CLAUSE.

This Agreement shall be binding upon the successors and assigns of the parties hereto. No provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, transfer or assignment of either party hereto or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

LOCAL 369 OF THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AFFILIATED WITH AFL-CIO

Helene Watling
Its Local Union President

Leo E. Salander
Its Local Union Committee

George H. Atchison
Its Local Union Committee

ANN ARBOR TRANSPORTATION AUTHORITY

By Walter H. Hie

Its Secretary

By

Robert E. Gandy
Its Bargaining Committee Chairman