

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

3-31-77

Michigan State University

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Southern Michigan Transportation Authority

Southern Michigan Transportation  
Authority  
211 West Fort St. Suite 1600  
P.O. 333  
Detroit, Mich. 48221

## AGREEMENT

This Agreement, is an addendum to the Labor Agreement signed June 4, 1974, on behalf of the SEMTA drivers, made and entered into by and between the South-eastern Michigan Transportation Authority, its successors, lessees, and assigns (hereinafter referred to as the Authority), and Division No 1265, Division No. 1303, and Division No 1376, of the Amalgamated Transit Union, AFL-CIO (hereinafter referred to as the "Union"). However, approval, renewal or extension of the respective agreements will be by separate vote by the members of the respective bargaining units.

### W I N E S S E T H

that, in consideration of the Agreements herein set forth, the AUTHORITY and the UNION, considering their mutual interests and their desire to stabilize employment and eliminate friction and to secure closer cooperation between the AUTHORITY and its EMPLOYEES, promise and agree to the following.

### ARTICLE 1

#### RECOGNITION

SECTION 1. The AUTHORITY recognizes the UNION as the duly designated sole collective bargaining representative for all Central Office Employees in the following classification - Secretaries, Stenographers, Clerks, Telephone Information Operators, Librarian, Statistician and Printers - subject to and conditioned on the exemption and exclusion of certain EMPLOYEES or restrictions in their UNION activities due to their confidential relationship with management and the nature of their duties. The exemption and exclusion of certain EMPLOYEES or restrictions are as follows: The Secretary to the General Manager is totally exempt and excluded from UNION participation. The Secretaries to the Division Heads may be members of the UNION, but will not be permitted to hold office or actively participate in UNION affairs involving the AUTHORITY; they will also be exempt for the purpose of transfer, reassignment, or demotion with a corresponding loss of pay; and

they would be entitled to retain their seniority in the event of transfer or reassignment, but all Division Head would have the absolute right at their sole discretion (with approval of the General Manager) to transfer, reassign, demote, or remove a secretary at any time and select a secretary of their choice either within or outside the AUTHORITY, and the UNION shall have no right to interfere with or file grievance with respect to said transfer, reassignment, demotion, removal or selection except to protest the seniority of said EMPLOYEE.

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

## ARTICLE 2

### MANAGEMENT

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

- A. the right to hire, direct, promote EMPLOYEES.
- B. the right for proper cause to suspend, discharge or layoff EMPLOYEES in the event such action is required; provided, however, that the right shall not be used to discriminate against any EMPLOYEE because of sex, age, race, color, creed, or UNION membership.
- C. the right to establish and maintain standards of operation, performance, and discipline for the guidance of EMPLOYEES, so as to provide adequate service and courteous treatment of the public as necessary in the public interest and compatible with the AUTHORITY'S policy and its obligations to the public.

SECTION 2. The AUTHORITY shall have the right to maintain discipline and efficiency and require observance by EMPLOYEES of the AUTHORITY'S procedures, rules regulations, and/or systems including items of the following nature:

- A. those with respect to conduct, work, performance, tickets, cash, systems, care, and the use of equipment.
- B. those with respect to the full and accurate completion of all Authority and/or regulatory and/or statutory forms, reports, and records.

- C. required observance of all laws, statutes, ordinances, public and safety regulations to which the AUTHORITY and EMPLOYEES are subject.
- D. the right to publish and maintain a book setting forth AUTHORITY policy in respect to general rules, regulations, procedures, systems, applicable to the AUTHORITY'S operations, including the issuance of supplementary bulletins, revision, instructions, and orders from time to time for the direction and guidance of EMPLOYEES in the proper and efficient performance of the duties and obligations incident and necessary to the job for which they are compensated.

ARTICLE 3

EMPLOYEE COOPERATION

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

ARTICLE 4

ADMINISTRATION OF AGREEMENT

SECTION 1. The AUTHORITY agrees to meet and treat with the duly accredited officers and committees of the UNION on all questions relating to hours, wages, and working conditions as provided in this Agreement, and agrees to deal with the UNION as hereinafter provided.

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

SECTION 3. The AUTHORITY agrees to notify the UNION of changes in local management and to set out those supervisory EMPLOYEES empowered with the right to employ, discharge, or to effectively recommend such employment or discharge of the EMPLOYEES covered hereunder.

ARTICLE 5

PROBATIONARY PERIOD

SECTION 1. All new EMPLOYEES coming within the scope of this Agreement shall

be on probation during the first sixty (60) days of their employment after which time, if they are retained in the employ of the AUTHORITY, they will be placed on the seniority list, except the AUTHORITY and the UNION by mutual consent may extend the probationary period to ninety (90) days. Such probationary period shall constitute a trial period during which the AUTHORITY and the UNION are to judge the ability, competency, fitness, and other qualifications of new EMPLOYEES to do the work for which they were employed. During such probationary period, the AUTHORITY may discharge the EMPLOYEE at any time and its right to do so shall not be questioned by the UNION; nor shall the UNION assert or present any grievance on behalf of any such new EMPLOYEE because of any matter or occurrence whatsoever falling within such probationary period.

ARTICLE 6

AGENCY SHOP

SECTION 1. Any EMPLOYEE, who is not a UNION member and who does not make application for membership within sixty (60) calendar days or date of hire, shall pay to the UNION a monthly service charge in an amount equal to the monthly dues or fees uniformly applied to the members as a contribution toward the administration of this Contract. Any EMPLOYEE, who does not join the UNION or pay the service fee, shall not be eligible for the hospital-medical insurance benefit as provided under this Contract.

SECTION 2. Membership in the UNION is not compulsory. Regular EMPLOYEES have the right to join, not join or maintain their membership in the UNION as they see fit.

SECTION 3. Neither party shall exert any pressure on or discriminate against an EMPLOYEE as regards such matters.

SECTION 4. Membership in the UNION is separate, apart, and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The UNION is required, under this Agreement, to represent all of the EMPLOYEES in the bargaining unit fairly and equally without regard to whether or not an EMPLOYEE is a member of a union. The terms of this Agreement have been made for all EMPLOYEES in the bargaining unit and not only for members in the UNION.

ARTICLE 7

CHECK OFF OF DUES OR SERVICE CHARGE

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

SECTION 2. Within five (5) days after receipt of written notice from the UNION that any EMPLOYEE required by this Agreement to tender payment of service charge or dues and has failed to do so, the AUTHORITY shall discontinue payment for the EMPLOYEE of the hospital medical insurance benefit as provided under this Contract.

SECTION 3. The AUTHORITY will notify the Financial Secretary of the local UNION of new EMPLOYEE address and social security number and date of hire. It will notify the Financial Secretary of the local UNION the date an EMPLOYEE is laid off, discharged, quit or cleared for other reasons such as leave of absence. It will notify the Financial Secretary of the local UNION of the date an EMPLOYEE is recalled, returned from a leave or rehired, and of all address changes.

SECTION 4. During the term of this Agreement, the form furnished by the UNION and reviewed by the AUTHORITY shall be used by the EMPLOYEES for the purpose of "Check-Off Authorization."

ARTICLE 8

DISCIPLINE OF EMPLOYEES

SECTION 1. All charges preferred by the AUTHORITY against its EMPLOYEES for violation of its rules or other offenses shall be preferred within sixty (60) days after any alleged violation or offense has been made known to the official or officials of the AUTHORITY.

SECTION 2. An EMPLOYEE shall not be suspended or discharged, nor entries made against his record, without sufficient cause; and in the event disciplinary action is imposed by the AUTHORITY, the EMPLOYEE involved shall be given a written statement of the charges against him and the disciplinary action imposed. A copy of the charges and the disciplinary action imposed shall be furnished to the UNION.

SECTION 3. Any EMPLOYEE who has been suspended or discharged for violation of any rule of the AUTHORITY shall have the right to have his case taken up by the officer or committee of the UNION and with the official or officials of the AUTHORITY. In the event discipline, suspension or discharge is imposed on an EMPLOYEE as a result of a charge by the AUTHORITY, and the EMPLOYEE is reinstated by agreement between the AUTHORITY and the UNION or through other procedures as provided in this Agreement, such EMPLOYEE shall be reinstated without loss of seniority and paid for all time lost through such suspension or discharge or paid such lesser amounts as may be determined and his record corrected accordingly.

SECTION 4. The AUTHORITY will permit an EMPLOYEE, upon request, to either copy or check his service record and medical examination reports.

SECTION 5. By mutual and written agreement between the AUTHORITY and the UNION, the time limits provided in this Article may be extended.

SECTION 6. The time limits set forth in this Article shall exclude Saturdays, Sundays, and holidays.

## ARTICLE 9

### GRIEVANCE AND GRIEVANCE PROCEDURE

SECTION 1. A grievance is defined to be:

- A. any controversy between the AUTHORITY and the UNION as to any matter involving the interpretation of the terms of this Agreement as herein set forth; and
- B. any controversy between the AUTHORITY and the UNION as to whether or not any EMPLOYEE suspended or discharged for violation of any rule of the AUTHORITY is guilty of such violations.

SECTION 2. In the settlement of a grievance under the terms of this Agreement, the following procedure shall be observed.

- A. No grievance shall be entertained or considered unless it is presented in writing:
  - 1. within ten (10) days after the incident was known by the UNION or the AUTHORITY which gave rise to the controversy involving the interpretation or application of the terms of employment as herein set forth; or
  - 2. within ten (10) days after the suspension or discharge of any EMPLOYEE for violation of any rule of the AUTHORITY or other offense.
- B. Any grievance presented in a due and timely manner, as hereinabove provided, shall be processed as follows.

The grievance of the aggrieved party shall be taken up by the officers or committee of the UNION and the designated official or officials of the AUTHORITY, and the parties shall meet within not to exceed ten (10) days after the receipt of such grievance. Within not more than thirty (30) days thereafter, such grievance shall have been settled or arbitration shall have been demanded as hereinafter provided. If not so settled and if arbitration shall not have been so demanded by either the AUTHORITY or the UNION, such grievance shall be forever barred and extinguished.

SECTION 3. If an EMPLOYEE is charged with an offense involving the mis-handling of monies, or the misappropriation of the AUTHORITY'S funds or property, the EMPLOYEE so charged may be required, before such charge or any discipline meted out in connection therewith be subject to the grievance procedures provided for in this Agreement, to file a written release authorizing the AUTHORITY and the UNION to disclose any and all facts and information pertaining to the case and releasing the AUTHORITY and the UNION, its EMPLOYEES and agents from any and all liability thereto.

SECTION 4. Nothing in this Article herein contained shall be construed as to prevent the proper representation of either party from discussing any and all matters pertaining to grievances prior to their reduction to written form.

SECTION 5. The time limits set forth in this Article shall exclude Saturdays, Sundays, and holidays.

#### ARTICLE 10

##### ARBITRATION AND ARBITRATION PROCEDURES

SECTION 1. In the event the AUTHORITY and the UNION shall have demanded that a grievance be submitted to arbitration as hereinabove provided, the following procedure shall be observed:

- A. within six (6) days after one party shall have duly served a demand for arbitration upon the other party, each party shall
  1. appoint one person to serve as it member of a Board of Arbitration; and
  2. notify the other party of such appointment in writing.
- B. The two arbitrators so appointed shall meet within ten (10) days after their appointment and endeavor to determine and settle the dispute created by the grievance or grievances in question. If they fail to determine and settle the dispute within ten (10) days after their first meeting, the parties shall then proceed, within ten (10) days, to the selection and appointment of a third and impartial arbitrator who, when selected and appointed, shall act as Chairman of the Arbitration Board as so finally constituted.

SECTION 2. In the event the AUTHORITY and the UNION are unable to agree upon a third and impartial member of the Arbitration Board as provided in Section 1 of this Article, then, and in that event, the parties shall forthwith, jointly and in writing, make application to the American Arbitration Association for the appointment of an impartial arbitrator in accordance with the rules of the Association.

SECTION 3. The Board of Arbitration shall meet, organize, and conduct all of its proceedings in the City of Detroit, Michigan, at such times as may be mutually agreed upon between the parties and shall thereafter continue to meet on every day that it is practical for them to meet until all of the evidence and arguments have been received and heard. The Board of Arbitration shall establish its own rules of procedure not inconsistent with the terms of this Agreement.

SECTION 4. The decision of a majority of the Board of Arbitration shall become final and binding when delivered to the parties in writing. Any minority member of the Board of Arbitration shall have the right to assert his dissent to all or any part of any decision that may be handed down. The arbitrators shall have no power to add to or detract from the terms of this Agreement or change the intent of this Agreement in any way but shall be restricted to the interpretation of the meaning of existing language. Furthermore, in light of the Supreme Court's Gardner/Denver Decision, the arbitrators shall have no power or authority to pass on the merits of a grievance which involves, to a substantial degree, the claim by the grievant that the discipline imposed upon him resulted from or involved any discriminatory motivations which are prohibited by State or Federal statutes or constitutions. The parties subscribe to all principles enunciated by these statutes or constitutions but agree that issues relating thereto shall be resolved, if the grievant chooses to so raise them, in the courts or the appropriate governmental agencies. The grievant shall, however, raise such issues through the grievant process short of arbitration and shall set forth any

such claims in the grievance, if he believes such claims are warranted.

SECTION 5. In the event of failure of either party to act within the time limits provided in this Article, the party so failing shall forfeit its case; provided the parties may extend the time limits as set forth in this Article by mutual agreement.

SECTION 6. The parties hereto shall each pay the fees and expenses of the arbitrator in its own selection. The fees and expenses of the third and impartial arbitrator, as well as other joint expenses incidental to the arbitration, shall be borne equally by the parties.

SECTION 7. The time limits set forth in this Article shall exclude Saturdays, Sundays, and holidays.

#### ARTICLE 11

##### NO STRIKE-NO LOCKOUT

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

SECTION 2. The UNION shall not be liable for any wildcat strike or other unauthorized work stoppage which arises from the action of individual EMPLOYEES, and not actively led or instigated by the UNION, as long as the UNION fulfills its duties as hereinafter set forth. The UNION shall be obligated to make every effort possible to promptly remove any illegal picket lines in order that the AUTHORITY'S service may be continued without interruption. It is agreed between the parties that individual EMPLOYEES violating Section 1 of this Article, subject themselves to immediate dismissal.

#### ARTICLE 12

##### GENERAL SENIORITY

SECTION 1. The seniority and the date of employment of all EMPLOYEES as

presently established shall be deemed to be correctly established as of the effective date of this Agreement, indisputable errors excepted.

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

SECTION 3. EMPLOYEES, temporarily employed in other classifications, shall, upon work becoming available in their own classifications, be required to make a choice between continuing the new work or returning to their old work. Thereafter, seniority shall accumulate only in the classification in which the EMPLOYEE continues to work.

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

SECTION 5. Any EMPLOYEE coming within the scope of this Agreement, promoted to a position not included within the scope of this Agreement, shall retain only such seniority as was accumulated prior to their promotion to a position outside the scope of this Agreement; such seniority will be lost if EMPLOYEE is terminated for just cause.

SECTION 6. Superannuated or disabled EMPLOYEES, if qualified, will be given preference over NON-EMPLOYEES in assigning them such duties as they may be able to perform.

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

### ARTICLE 13

#### 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 pay and without loss of seniority to attend to the duties of such office; provided, however, that such leaves of absence shall be granted only upon written application therefor and shall not be in such numbers to be a detriment to the service of the AUTHORITY. EMPLOYEES granted such a leave of absence must apply for reinstatement during the term of the Agreement or any renewal, amendment, or extension thereof within thirty (30) days from the date of retirement from such office.

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

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

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

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

SECTION 6. The period of a leave of absence shall not be considered as time worked or as service with the AUTHORITY within the meaning of any of the other provisions of this Agreement.

SECTION 7. Leaves of absence for purposes other than those herein above set forth may be granted for periods not to exceed thirty (30) days, provided, however, that the granting of such leaves shall be entirely at the option of the AUTHORITY and such leaves shall be subject to all of the sections of this article.

#### ARTICLE 14

##### MILITARY SERVICE

SECTION 1. Any EMPLOYEE on the seniority list inducted into army, naval, marine, or air service under the provisions of any federal selective service training statute, and amendments thereto, or any similar act in time of national emergency, shall upon termination of such service, be re-employed in line with his seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

- A. EMPLOYEES inducted into the armed services of the United States, under the provisions of the Selective Service Act, shall be entitled to a leave of absence, without pay, for a period of service required by such original induction. Upon their honorable discharge, and if physically fit to perform the duties of the position of which they held prior to entering the military service, such EMPLOYEES shall be reinstated to their former positions or one comparable to it, providing that they make formal application for reinstatement within ninety (90) days after the date of military service discharge. Military service, as above defined, shall be credited to a reinstated EMPLOYEE'S seniority.
- 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 sixty (60) days.

- C. Except as hereinbefore provided, the re-employment rights of EMPLOYEES and probationary EMPLOYEES will be limited to applicable laws and regulations.

ARTICLE 15

REDUCTION IN PERSONNEL-RECALL

SECTION 1. Whenever a layoff occurs, seniority shall apply, except other EMPLOYEES cannot bump secretaries to Division Heads, and the EMPLOYEE in the classification affected shall have the right by choice to displace the lowest seniority EMPLOYEE in a classification in which the affected EMPLOYEE is qualified by ability, training and experience to perform the duties of the classification, providing the EMPLOYEE's seniority warrants. Failure to qualify, the EMPLOYEE shall be downgraded to the next lower classification and continue to do throughout the remaining lower classifications.

SECTION 2. In a layoff, all probationary EMPLOYEES shall be laid off first and may be recalled before new EMPLOYEES are hired.

SECTION 3. Recalls shall be in reverse order of layoffs.

SECTION 4. When EMPLOYEES are recalled to work, notices will be sent by certified United States mail, return receipt requested, or by telegram to the address on file in the office of the AUTHORITY. All EMPLOYEES will be responsible for keeping the office of the AUTHORITY advised of any change of address and the AUTHORITY will be notified within three (3) days after the EMPLOYEE changes his address.

ARTICLE 16

PHYSICAL EXAMINATIONS

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

SECTION 2. The examining physician shall be selected by the AUTHORITY and the cost of such examination shall be paid by the AUTHORITY; provided, this section

shall not be construed as to require obligations in the payment of such costs when the examining physician recommends further examination by specialists.

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

SECTION 4. Should any required physical examination above provided for reveal the physical or mental unfitness of the EMPLOYEE involved to perform the duties for which he has employed, he may at his option have a review of his case in the following manner.

- A. He may employ a licensed physician of his own choosing and at his own expense for the purpose of conducting a further physical examination for the same or recommended purpose of the physical examination. The physician so chosen by the EMPLOYEE involved shall furnish his findings to the AUTHORITY, and in the event such findings verify the findings of the physician employed by the AUTHORITY, no further medical review of the case shall be afforded.
- B. In the event the findings of the physician chosen by the EMPLOYEE involved shall disagree with the findings of the physician employed by the AUTHORITY, the AUTHORITY, at the written request of the EMPLOYEE involved, will jointly ask the two (2) physicians to agree upon, and appoint a third (3rd) qualified, licensed and disinterested physician for the purpose of making a further physical examination of the EMPLOYEE involved and the findings of the majority of the three (3) examining physicians shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of the employment of such a third (3rd) medical examiner shall be shared equally by the AUTHORITY and the EMPLOYEE.

SECTION 5. Should any physical 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, then in such an event, depending upon the particular circumstances of each case:

- A. the EMPLOYEE involved may continue working while undergoing medical treatment, if the examining physician or a majority

of the three (3) examining physicians as hereinabove provided, shall certify to his ability safely to do so.

- B. the EMPLOYEE involved shall be taken out of service and given a leave of absence for the purpose of undergoing medical treatment until such time as the examining physician or the majority of the three (3) examining physicians as hereinbefore provided, 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 two (2) years, and the seniority of the EMPLOYEE involved shall be unaffected thereby. Such a leave of absence shall further be subject to the provisions of the article relating to leave of absence because of physical or mental unfitness to perform his duties, the Employee shall be required to supply the AUTHORITY with a physician's report covering his condition at such intervals which the AUTHORITY may establish.

SECTION 6. Physicians employed by the other party, 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 17

##### SICK LEAVE

SECTION 1. All EMPLOYEES of the AUTHORITY who have completed sixty (60) days of continuous service may be granted sick leave with full pay of one seven and a half (7 1/2) hour day at current hourly rate. Sick leave days shall accrue to individual EMPLOYEES monthly and shall be computed on the basis of not less than eighteen (18) normal service days per month. Such time shall first be computed from the date of appointment and thereafter from the beginning of each calendar year. Sick leave shall accrue in terms of full days only and shall not exceed ten (10) service days in the first year of the Contract, ten (10) service days in the second year of the Contract and twelve (12) service days in the third year of the Contract.

SECTION 2. Unused sick leave may be accumulated for each EMPLOYEE to a maximum of thirty-five (35) service days in the first year of the Contract, forty-two (42) service days in the second year of the Contract and fifty (50) service

days in the third year of the Contract.

SECTION 3. 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.

B. Notification:

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

C. Medical Certificate:

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

D. Workmen's Compensation:

An EMPLOYEE sustaining injury or occupational disease arising out of and in the course of the AUTHORITY'S employment shall be continued on the payroll and his time shall be charged to sick leave reserve; provided that, where the EMPLOYEE has a sick leave reserve and receives income under the Workmen's Compensation Act, such income shall be supplemented by the AUTHORITY with an amount sufficient to maintain his regular leave reserve, and such reserve shall be charged for all sick leave days or portions thereof paid to such EMPLOYEE.

E. Minimum Leave:

No charges to be made for less than a half (1/2) day. Sick leave shall not be charged against the EMPLOYEE'S reserve in amounts of less than half (1/2) days, provided that this rule shall not be construed to excuse absences of less than half (1/2) days.

F. Payment for Unused Sick Leave:

EMPLOYEES will be compensated, upon termination, for unused

sick leave at their current hourly rate in the first year of the contract at 25% of the unused accrual, 35% in the second year of the Contract for the unused accrual and 50% in the third year of the Contract for the unused accrual.

G. Sick Leave Conversion:

EMPLOYEES will be able to convert accumulated sick days after reaching the maximum accumulation as provided for in the above paragraphs, on the basis of two (2) sick days for one (1) vacation day.

ARTICLE 18

VACATION

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

<u>NUMBER OF FULL YEARS SERVICE</u>	<u>DAYS</u>	<u>MAXIMUM HOURS VACATION PAY</u>
1 year	10 Days	75 Hours
2 years	12 Days	90 Hours
3 years	14 Days	105 Hours
9 years	16 Days	120 Hours
12 years	21 Days	157.5 Hours
20 years	23 Days	172.5 Hours
25 years	25 Days	187.5 Hours

SECTION 2. To be eligible for any vacation as provided herein, an EMPLOYEE must have completed not less than six (6) consecutive months of service with the AUTHORITY. After six (6) months a new EMPLOYEE may take up to five (5) vacation days, if earned, and after completion of one (1) year the balance of the vacation days earned. Vacation leave shall accrue to individual EMPLOYEES monthly and shall be computed on the basis of not less than eighteen (18) normal service days per month. Vacation time shall accrue in terms of full days only as of the EMPLOYEE'S anniversary date of employment with the AUTHORITY in accordance with the schedule as contained in Section one (1).

SECTION 3. Unused vacation leave may be accumulated for each EMPLOYEE to a maximum of seven (7) days which may be carried over from one employment year to the next.

SECTION 4. Vacation leave may not be granted in anticipation of future service.

SECTION 5. Vacation pay will be compensated on the basis of seven and a half (7 1/2) hours at the current hourly rate of pay for each day.

SECTION 6. The AUTHORITY shall list the vacation eligibility of its EMPLOYEES and, at its discretion, determine the number of EMPLOYEES that may be permitted off at any one time. It is understood that our summer schedule will allow more EMPLOYEES to take their vacation than the rest of the Contract year.

SECTION 7. When vacation periods are posted for selection, all EMPLOYEES will, in the order of their seniority, select their vacation period, or leave their selection of vacation period with an officer of the UNION, or authorize some person to act on their behalf to make selection as it becomes their turn, in accordance with their seniority. Failure to select a vacation period as this section provides, EMPLOYEES will be obligated to select any period left open at the end of the vacation pick. Failure to make such selection after the end of the vacation pick will require the AUTHORITY to assign an EMPLOYEE'S vacation.

## ARTICLE 19

### 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. 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 or not gainfully employed will also be granted free transportation over the lines over the AUTHORITY.

SECTION 3. Retired EMPLOYEES, including their spouses, will be issued annual passes over the lines over the AUTHORITY. Upon an EMPLOYEE'S decéase, this

privilege will be afforded the deceased's spouse but shall be voided upon any change in marital status.

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

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

ARTICLE 20

HOLIDAY PAY

All EMPLOYEES of the AUTHORITY coming within the scope of this Agreement shall receive holiday pay for holidays in accordance with the provisions as set out in this section; provided, the EMPLOYEE has worked the day before the holiday, unless he is excused, including absence due to sickness or disability.

PAID HOLIDAYS

A. All EMPLOYEES shall be entitled to seven and a half (7 1/2) hours of pay at their regular hourly rate of pay.

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving  
Christmas Day

B. All EMPLOYEES shall be entitled to seven and a half (7 1/2) hours of pay at their regular hourly rate of pay for one (1) personal leave day for each year of the Contract.

ARTICLE 21

GROUP LIFE-DISABILITY-HOSPITALIZATION-INSURANCE-PENSION

SECTION 1. The AUTHORITY shall set up a group insurance for the benefit of eligible employee-members who can qualify for the same plan as follows:

A. Group life insurance benefits not to exceed ten thousand (\$10,000)

dollars in the first year of the Contract, ten thousand (\$10,000) dollars in the second year of the Contract and twelve thousand (\$12,000) dollars in the third year of the Contract.

- B. Accidental death or dismemberment insurance benefits not to exceed ten (\$10,000) Dollars in the first year of the Contract, ten thousand (\$10,000) dollars in the second year of the Contract and twelve thousand (\$12,000) dollars in the third year of the Contract.
- C. Whenever any EMPLOYEE has attained the age of sixty-five (65) and retires under the provisions of the Social Security Act, the AUTHORITY will request the life insurance company to issue a two thousand and five hundred (\$2,500) dollar life insurance policy, group rates. The retiring EMPLOYEE-member, if he so elects, can make arrangements with the life insurance company to contract for additional insurance coverage; insurance premiums for said additional insurance shall be payable directly to the insurance company by the retiree at no cost to the AUTHORITY.
- D. Non-occupational sickness and accident benefits will be provided to all EMPLOYEES not to exceed one hundred (\$100.00) dollars per week. Benefits will start after the first (1st) day of accident and after the fourth (4th) day of sickness to extend for a maximum of twenty-six (26) weeks. It is agreed that EMPLOYEES will utilize all accumulated sick leave before becoming eligible for coverage as stated herein.
- E. Group disability benefits will be provided for all EMPLOYEES who are under the age of sixty (60) and become totally disabled for a period of at least nine (9) months. Full life coverage will be continued for the duration of the disability. If the EMPLOYEE is permanently disabled, he will receive an amount not to exceed twenty (\$20.00) dollars per month for a period of sixty (60) months.
- F. The AUTHORITY will make available, Michigan Variable Fee 1 (Comprehensive Hospital Blue Cross-MVF1 Blue Shield) plus the pre- and post-natal care rider to all EMPLOYEES and to all members and their families who can qualify under the rules and regulations promulgated by the Blue Cross-Blue Shield organization. The AUTHORITY agrees to pay full cost of same for all EMPLOYEES and members of their families.
- G. The AUTHORITY will make available Blue Cross-Blue Shield Complimentary Coverage to all employees upon retirement provided said employee enrolls for medicare coverage at the appropriate age of sixty-five (65). The AUTHORITY agrees to pay full cost of the same for the medicare supplement for the employee only.
- H. The AUTHORITY will make available one (1) eye examination, and a pair of glasses, if needed (single vision or kryptok bi-focal lenses), once every two years, under the provision of our optical care insurance program selected by the AUTHORITY.

- I. The AUTHORITY will make available a prescription program selected by the AUTHORITY, said program to provide for a Two (\$2.00) Dollar deductible per prescription to all EMPLOYEES, spouse, and all dependent children under nineteen (19) years of age.
- J. The AUTHORITY will make available, in the second (2nd) year of the Contract, a dental insurance program selected by the AUTHORITY to all EMPLOYEES, spouse and all dependent children under nineteen (19) years of age.
- K. The AUTHORITY will make available formula C-1 under Municipal Employees Retirement Act and all EMPLOYEES agree to become members of the Municipal Employees Retirement System. It is agreed that the Employee contribution shall be 6% of gross salary.

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

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

## ARTICLE 22

### COST-OF-LIVING ALLOWANCE

SECTION 1. All EMPLOYEES coming within the scope of this Agreement shall be entitled to a cost-of-living allowance based on the following.

SECTION 2. The amount of the cost-of-living allowance shall be determined and redetermined in accordance with the changes in the "Consumers" Price Index" (US cities average) for urban wage earners and clerical workers published by the U. S. Bureau of Labor Statistics, U. S. Department of Labor 1967-1969=100, and referred to herein as "INDEX."

SECTION 3. The cost-of-living allowance shall be adjusted (increase or decrease) in accordance with the adjustment index table as herein established. A decrease in the Consumers' Price Index below the August, 1974 INDEX shall not result in a reduction of the base rates provided in the wage section of this Agreement.

SECTION 4. The first cost-of-living adjustment (increase or decrease), if any, shall be effective the first pay period after the release of the October, 1974 INDEX, and thereafter adjustments (increase or decrease) in the cost-of-living allowance shall be made on a quarterly basis in accordance with the adjustment index table.

SECTION 5. No adjustments, retroactive or otherwise, shall be made in the amount of the cost-of-living allowance due to any revision which later may be made in the published figures for the INDEX for any month on the basis of which the allowance has been determined.

SECTION 6. The amount of the cost-of-living allowance shall be effective for any such quarter-annual period and shall be determined in accordance with the adjustment index table (increase or decrease), with one (1) cent adjustment (increase or decrease), thereafter, for each full four tenths (0.4) of a change in the INDEX.

SECTION 7. The cost-of-living allowance shall be taken into account in computing overtime.

SECTION 8. Continuance of the cost-of-living allowance shall be contingent upon the continued availability of official monthly Bureau of Labor statistics price index in its present form and calculated on the same basis as the INDEX for July, 1974, unless otherwise agreed upon by the parties.

ADJUSTMENT INDEX TABLE

<u>INDEX</u>	<u>ALLOWANCE</u>
150.2 - 150.5	0
150.6 - 150.9	1 cent per hour
151.0 - 151.3	2 cents per hour
151.4 - 151.7	3 cents per hour
151.8 - 152.1	4 cents per hour
152.2 - 152.5	5 cents per hour
152.6 - 152.9	6 cents per hour

INDEX

ALLOWANCE

153.0 - 153.3	7 cents per hour
153.4 - 153.7	8 cents per hour
153.8 - 154.1	9 cents per hour
154.2 - 154.5	10 cents per hour
154.6 - 154.9	11 cents per hour
155.0 - 155.3	12 cents per hour
155.4 - 155.7	13 cents per hour
155.8 - 156.1	14 cents per hour
156.2 - 156.5	15 cents per hour
156.6 - 156.9	16 cents per hour
157.0 - 157.3	17 cents per hour
157.4 - 157.7	18 cents per hour
157.8 - 158.1	19 cents per hour
158.2 - 158.5	20 cents per hour

ARTICLE 23

PAY PERIODS

SECTION 1. Pay day for an EMPLOYEE coming within the scope of this Agreement shall be once every two weeks. Monday shall constitute the first day of the work period and the second Sunday following shall constitute the last day of the work period.

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

SECTION 3. If for any reason time claimed is not allowed, a copy of the original time slip or advice will be sent to the EMPLOYEE claiming the time, with a full and complete written explanation why the time was not allowed. Such advice will be within five (5) days of date of filing. Failure to so advise will result in automatic allowance of the claim.

SECTION 4. All pay periods will be maintained in the AUTHORITY offices and agreed shortages in pay shall be reimbursed in said amount immediately.

ARTICLE 24

UNION BULLETIN BOARD

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

ARTICLE 25

DISPLAY-UNION EMBLEMS

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

ARTICLE 26

CREDIT UNION

The AUTHORITY agrees to permit deductions for a certified credit union organization.

ARTICLE 27

SERVICE LETTER

An EMPLOYEE, upon request, shall be given a letter from the AUTHORITY showing his term of service and capacity in which he was employed.

ARTICLE 28

OVERTIME

Work performed in excess of seven and a half (7 1/2) hours per day shall be overtime and shall be paid at the rate of time and one-half. Time and one-half shall be paid for all time worked over seventy-five (75) hours in a pay period.

An EMPLOYEE in the five day operation who works seven consecutive days shall be paid at the rate of double time for the seventh day.

ARTICLE 29

BEREAVEMENT PAY

EMPLOYEES will be granted time off with pay in case of death in the immediate family. Said time off will be limited to a maximum of three (3) days. Immediate family shall be defined as: mother, father, sister, brother, wife, husband, son, daughter, mother-in-law, father-in-law or grandparents.

ARTICLE 30

WORK WEEK

The work week shall be assured by the AUTHORITY as five days of seven and a half (7 1/2) hours each.

ARTICLE 31

JURY DUTY

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

ARTICLE 32

WAGE SCALE

The wage scale and classifications of EMPLOYEES shall be set out in Schedule A and attached to this Agreement and made a part hereof as though fully contained in this Agreement.

ARTICLE 33

PRIOR AGREEMENTS

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

ARTICLE 34

DURATION OF AGREEMENT

This Agreement shall be in effect from NOV. 12, 1974 to MARCH 31, 1977 both inclusive and from year to year, thereafter, except that at the expiration of said term or of any renewal thereof, either party may terminate the Agreement by giving notice to the other party of its intention to terminate the Agreement or to negotiate changes or modifications in its provisions. Said notice shall be in writing and delivered to the other party no more than ninety (90) days, and not less than sixty (60) days before the expiration of the said term of this Agreement or of any renewal thereof. If such notice is given, it shall also contain an offer to meet and confer with the other party for the purpose of negotiating a new contract.

SECTION 2. If no agreement has been reached by the parties within thirty (30) days prior to the expiration of this Agreement, the State Mediation Service, established to mediate and conciliate disputes within the State, shall be notified of the existence of a dispute thirty (30) days prior to the expiration of this Agreement.

In witness whereof, the parties hereto have set their hands and seals  
this 19<sup>TH</sup> day of NOVEMBER 1974.

WITNESS:

Mary Jo Lee Porter

SOUTHEASTERN MICHIGAN TRANSPORTATION AUTHORITY

K. Ross Childs  
K. Ross Childs, Acting General Manager

Leonard J. Hendrich

AMALGAMATED TRANSIT UNION, AFL-CIO  
Vern W. Boyington  
Vern W. Boyington, President, Division 1265

Robert Rucker

Robert Rucker  
Robert Rucker, Secretary-Treasurer, Division 1303

Phillip D. Leo

Phillip D. Leo  
Phillip D. Leo, President, Division 1376

Jeri Lynn Holden

Jeri Lynn Holden  
Jeri Lynn Holden, Chairperson, SEMTA Office  
Clerical Unit

Annette M. Sowadeh

Annette M. Sowadeh  
Annette M. Sowadeh, Committee Person, SEMTA  
Office Clerical Unit

SCHEDULE "A"

WAGE RATES AND CLASSIFICATIONS

The regular straight time hourly rate of pay by classification for office clerical employees coming within the scope of this Agreement shall be as follows:

<u>Classifications and Service Requirements</u>	<u>1st Year of Contract from date of ratification</u>	<u>1 Year from date of ratification</u>	<u>2 Years from date of ratification</u>
<b>SECRETARY:</b>			
Starting Rate	4.79	5.01	5.23
After Six (6) Months	4.92	5.14	5.36
After One (1) Year	5.05	5.27	5.49
<b>STENOGRAPHER:</b>			
Starting Rate	4.57	4.79	5.01
After Six (6) Months	4.69	4.91	5.13
After One (1) Year	4.81	5.03	5.25
<b>CLERK-TYPIST</b>			
Starting Rate	4.19	4.41	4.63
After Six (6) Months	4.31	4.53	4.75
After One (1) Year	4.43	4.65	4.87
<b>INFORMATION CLERK</b>			
Starting Rate	4.19	4.41	4.63
After Six (6) Months	4.31	4.53	4.75
After One (1) Year	4.43	4.65	4.87
<b>LIBRARIAN</b>			
Starting Rate	4.19	4.41	4.63
After Six (6) Months	4.31	4.53	4.75
After One (1) Year	4.43	4.65	4.87
<b>PRINTER</b>			
Starting Rate	5.50	5.72	5.94
After Six (6) Months	5.68	5.90	6.12
After One (1) Year	5.86	6.08	6.30
<b>OFFICE CLERK</b>			
Starting Rate	3.91	4.13	4.35
After Six (6) Months	4.03	4.25	4.47
After One (1) Year	4.15	4.37	4.59