

AGREEMENT

between

THE CITY OF KALAMAZOO

and

DIVISION NO. 1093  
AMALGAMATED TRANSIT  
UNION, AFL-CIO

February 14, ~~2007~~2010  
through  
February 13, ~~2010~~2011

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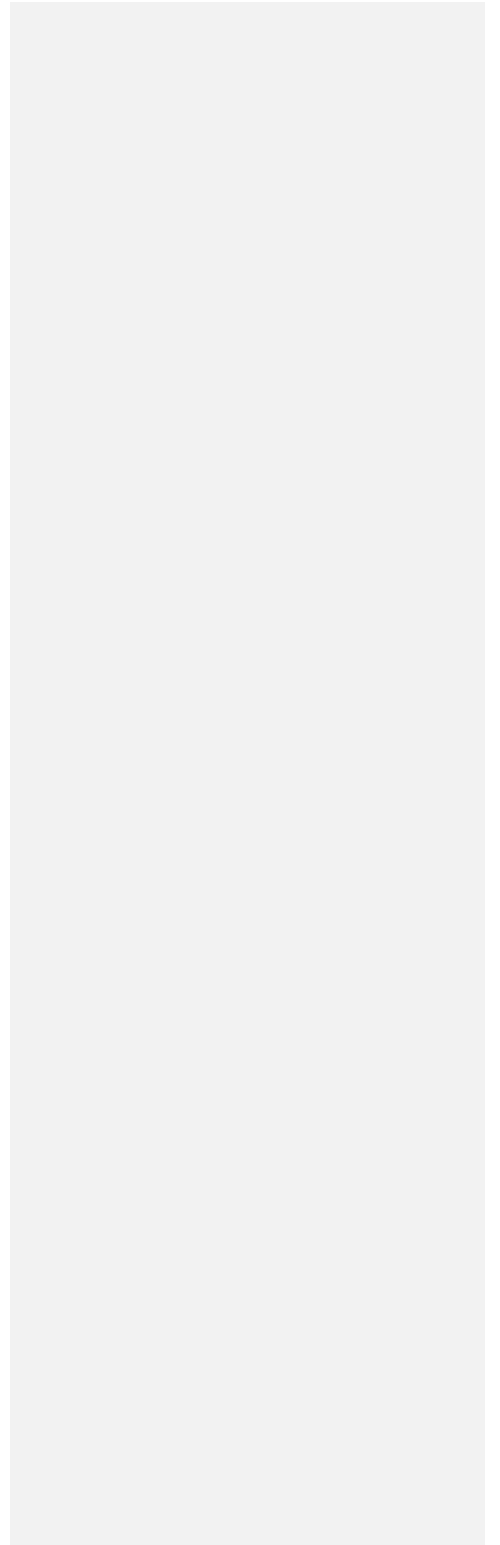


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## AGREEMENT

THIS AGREEMENT, effective as of the 14<sup>th</sup> day of February, ~~2007~~**2010**, by and between the City of Kalamazoo, hereinafter referred to as the "Employer", and Local 1093 of the Amalgamated Transit Union, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH:

The general purpose of this Agreement is to set forth wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union, and the community. Recognizing that the interest of the community and the job security of the employees depends upon the Employer's ability to continue to provide proper services in an efficient manner to the community, the Employer and the Union, for and in consideration hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

### ARTICLE I - RECOGNITION

Section 1 - Recognition: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive bargaining representative for all regular, full-time, and regular part-time operations division and maintenance division employees employed by the Transit System of the Employer, except elected officials, department heads, managerial employees, office clerical employees, technical employees, professional employees, confidential employees, and supervisory employees within the meaning of the Act.

- (a) The Employer agrees that during the duration of this Agreement, it will not negotiate with any other organization other than the Union with respect to the rates of pay, wages, hours of employment and other working conditions of employment of the employees covered by this Agreement.

Section 2 - Anti-Discrimination: The Employer and the Union agree that for the duration of this Agreement, neither shall unlawfully discriminate against any employee because of race, color, religion, national origin, height, weight, marital status, age, sex, handicap, or political belief, nor shall the Employer or its agents nor the Union, its agents or members discriminate against employees because of their membership or non-membership in the Union.

Section 3 - Union Activity: The Union agrees to conduct its business off the job as much as possible. This section shall not be construed so as to prevent Union representatives from fulfilling their responsibilities and duties regarding the grievance procedure, gathering information from members, posting Union notices and bulletins, or routine communications with management while on the job when the need arises.

- (a) Union business agents or representatives having business with the employees may confer with such employees during lunch or break periods, or, if absolutely necessary and approved in advance by the Employer, during hours of work, provided always that such discussions not take place in the presence of customers or other members of the public.
- (b) A new work shift will be available for the Union President. This shift will not be open for bidding by any other employee, and will have hours of Monday through Friday, 8 a.m. to 4:30 p.m.
- (c) This shift will stay in effect for the duration of this contract. If during the period of this contract, another President is elected by the Union, this section will be subject to change at a special conference.

- (d) All new employees will be provided with a sixty (60) minute orientation to be conducted by one union officers, designated by the union, provided a management representative is present during such orientation. Said new employees will be paid for this sixty (60) minute orientation.

Section 4 - Representation: The Employer recognizes that the bargaining unit employees shall be represented by:

- (a) A Union Special Conference Committee consisting of four (4) members of the Union, all of whom must be employees covered by this Agreement. The members of the Union Special Conference Committee may be selected in any manner determined by the Union; and
- (b) Up to two (2) Union Stewards for the Operations Division and two (2) Union Stewards for the Maintenance Division, all of whom must be employees who are covered by this Agreement and who have completed their initial employment probationary period, and who shall be selected in any manner determined by the Union; and
- (c) Representative(s) of the International Union and/or the designated representatives of the Union who may be called in by the Local Union for the purpose of negotiating relative to the collective bargaining agreement, or functioning in the grievance procedure as provided for this in this Agreement, or attending Special Conferences.
- (d) Upon the execution of this Agreement, the Union shall promptly notify the Employer in writing as to the membership of the Union Special Conference Committee and the designated Stewards, and shall promptly notify the Employer in writing of any changes in either.

Section 5 - Union Security: All employees shall immediately upon completion of ninety (90) calendar days of continuous employment, as a condition of continued employment, become and remain members in good standing of the Union to the extent of tendering payment of the regular monthly Union dues uniformly required of all Union members, or in lieu of joining the Union, tender payment of a representation fee equivalent to the amount of monthly dues uniformly required of all Union members.

Section 6 - Check-Off of Dues and Fees: During the term of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Finance Department, the Employer will deduct from each weekly paycheck the Union dues or equivalent representation fee as designated to the Finance Department by the financial secretary of the Union. Additionally, the Employer will deduct at the same time, any initiation fee, assessment or Committee on Political Education contributions, the deduction of which has been specifically authorized by the affected employee. The Employer agrees to deliver C.O.P.E. and Michigan ATU PAC deductions to the Union in a separate monthly check. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual's authorization cards or by reason of the Employer's compliance with the provisions of this Section or Section 5 above.

## ARTICLE II - MANAGEMENT RIGHTS

Section 1 - Management Rights: The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the employees and the operations of the Transit System of the Employer are vested solely and exclusively in the Employer. These rights include, but are not limited to the following:

- (a) Exclusive control of the making of route schedules and routes for the operation of Transit System vehicles.
- (b) The right to prescribe the amount of service and determine the amount of time allowed on scheduled runs.

- (c) The right to determine the number of employees required for each job and the number of supervisory personnel.
- (d) The right to order fare and passenger counts.
- (e) The right to determine the number of vehicles to be used in the operation of the Transit System.

The foregoing enumeration of rights is not intended to be all inclusive, but indicates the type of matters arising which belong to and are inherent to management and shall not be deemed to exclude other rights of the Employer not specifically set forth.

Section 2 - Work Rules: It is understood and agreed that the Employer shall have the right to revise and/or initiate such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem necessary for the purpose of maintaining discipline, order, efficient operations, and services to the community. Unless unusual conditions exist, prior to the implementation of any new or revised rule, a copy will be provided to the Union at least five (5) week days in advance. If the Union believes the new or revised rule to be unreasonable, the matter may be submitted as a grievance in accordance with Article IV, Section 4.

The Employer will maintain a current copy of the written work rules in each break room. Issuance of new or revised work rules will be given directly to each employee. Employees will acknowledge receipt of any new or revised work rules in writing. Each newly hired employee shall be given a copy of the written work rules in the presence of a Union representative, at which time, the representative may comment on the work rules for a period not to exceed fifteen (15) minutes.

### ARTICLE III - SPECIAL CONFERENCES

Section 1 - Special Conferences: Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and the Employer within ten (10) weekdays after request of either party, subject to the following conditions:

- (a) Such meetings shall be held not more frequently than once each calendar month.
- (b) Such meetings must be attended by the Union Committee, Transportation Director, the Human Resources/Labor Relations Director of the Employer, and/or other designated representatives of the Employer, and may be attended by a representative of the International Union, with advance written notice given with the notice provided for in subsection (c).
- (c) There must be at least one (1) calendar week's advance written notice of the desire to have such meeting which notice must be accompanied by an agenda of the subjects the party serving the notice wishes to discuss. If the other party has subjects it wishes to discuss, it shall provide an agenda listing such subjects at least three (3) week days prior to the meeting. Such notices and agendas shall be given to the Union President and the Transportation Director. Unless otherwise agreed, discussions at such special conferences shall be limited to the items set forth in the agenda.
- (d) Employees shall be paid at their regular rate of pay for all time necessarily lost from their regularly scheduled work while attending such conferences.

Section 2 - Special Conferences for Emergencies: A meeting shall be held at a mutually agreeable time between the Union Committee and Transportation Director for the purpose of discussing non-grievance events which are mutually agreed to by the Employer and the Union to be of an emergency nature requiring immediate attention.

- (a) Employees shall be paid at their regular rate of pay for all time necessarily lost from their regularly scheduled work while attending such emergency meetings.



Section 3 - Response: The Transportation Director, or his/her designee, shall issue a written response regarding each Special Conference within ten (10) weekdays after its conclusion.

#### ARTICLE IV - GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance: A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of this Agreement.

Section 2 - Grievance Procedure: In the event a complaint has not been resolved by oral discussion with the employee's immediate supervisor, and the complaint constitutes a grievance, the matter shall be resolved in the following manner:

Grievance Content: A written grievance will state:

- |                      |                                 |
|----------------------|---------------------------------|
| (a) Who is affected  | (d) Where it happened           |
| (b) What happened    | (e) Applicable contract section |
| (c) When it happened | (f) Requested settlement        |

FIRST STEP: Within seven (7) week days after the employee has knowledge of the occurrence of the event upon which the grievance is based, the grievance must be reduced to writing and signed by the employee and Union Steward, or in his or her absence, by the Union President, and presented to the Transportation Director or his/her designee. However, no grievance shall be processed hereunder regarding an occurrence which happened more than fifteen (15) week days prior to the date the written grievance is presented to the Transportation Director or his/her designee. Within five (5) week days after the grievance has been presented to the Transportation Director or his/her designee, a meeting may be held between the affected employee, the appropriate Union Steward, or in his or her absence the Union President, and the Transportation Director or his/her designee. The Transportation Director or his/her designee shall, within the same five (5) week days give a written answer, which shall include a general statement of the reasons for the answer, and present the same to the filing steward, and give a copy to the Union President and a copy to the employee.

SECOND STEP: If the grievance has not been resolved and is to be appealed, then within five (5) week days after receipt of the First Step answer by the Union, the Union President shall present in writing the grievance, which shall include the general reasons why the Employer's prior answer is deemed unacceptable, to the Human Resources/Labor Relations Director or designee. Within five (5) week days after the grievance has been presented to the Human Resources/Labor Relations Director or designee, a meeting between the appropriate Union Steward, the Union President and the Employer's Committee scheduled and held within ten (10) week days. The grievant may attend such meeting, at the Union Steward's option, if no First Step meeting was held. Within five (5) week days after such meeting, the Human Resources/Labor Relations Director or designee shall reply to the grievance in writing, including a general statement of the reasons for his or her answer, to the grievant, the filing steward, and the local Union President.

THIRD STEP: If the grievance has not been resolved in the foregoing steps and the Union desires to carry it further, the Union shall, within thirty (30) calendar days following receipt of the Employer's Second Step answer, advise the City in writing that such answer is unacceptable, the reasons it is deemed to be unacceptable, and in such communication further advise the Human Resources/Labor Relations Director or his/her designee that the matter is being referred to mediation. Within five (5) week days of such notification the Director of Labor Relations or designee shall file a request for mediation through the Michigan Employment Relations Commission (MERC), a copy of which shall be forwarded to the Union President. If the Commission is unable to hear the grievance within fifteen (15) week days from receipt of the submission for any reason, either party may demand within five (5) week days of such notification by the City of the Union President to proceed directly to arbitration. Such demand shall not prohibit the parties from holding a mediation hearing with MERC prior to arbitration if mutually agreed.

The mediation hearing shall be governed by the following rules:

1. The grievant shall have a right to be present at the Mediation Hearing;
  2. Each party shall have one principal spokesperson;
  3. Outside lawyers or consultants shall not participate in a mediation hearing;
  4. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing;
  5. Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance procedure. The rules of evidence shall not apply and no formal record of the mediation hearing shall be made.
  6. The mediator shall have the authority to meet separately with any person or persons provided their chief spokesperson is present, but will not have authority to compel a resolution of a grievance;
  7. If no settlement is reached, the mediator may provide the parties with an immediate verbal advisory decision.
  8. The mediator shall state the grounds for his/her advisory decision;
  9. The mediator shall have no power to alter or amend the terms of the Collective Bargaining Agreements;
  10. The decision of the mediator shall not be submitted as evidence if the grievance later is heard by an arbitrator
- (a) In the event the mediator described above is unable to arrive at a mutually acceptable solution to the grievance, and the Union desires to carry the grievance further, it shall submit the grievance to arbitration by the American Arbitration Association, in accordance with its Voluntary Labor Arbitration Rules then pertaining, provided such submission is made within thirty (30) calendar days after the written decision of the mediator.
- (b) Neither the mediator nor the arbitrator above described shall have any authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his or her own judgment to sustain, reverse, or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties to this Agreement.
- (c) The expenses and fees of the arbitrator shall be shared equally by the Employer and the Union.

**Section 3 - Time Limits:** Time limits at any step of the grievance procedure may be extended only by mutual agreement. In the event the Employer fails to reply to a grievance at any step of the procedure within the specified time limit, the Union may process the grievance to the next step. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as settled on the basis of the Employer's last answer.

**Section 4 - Divisional/Unit Grievances:** Grievances affecting an entire division or the entire bargaining unit shall be filed not later than ten (10) week days following the date of the occurrence of the event which is being grieved, shall be signed by the President of the Union and shall be processed starting with the First Step of the grievance procedure. The Union shall be represented at the First and Second Step meetings for Divisional or Unit grievances by the President of the Union and up to two (2) Stewards.

**Section 5 - Grievance Meeting:** First, Second and Appeal Board Step meetings shall start at a mutually agreeable time on the day for which they are scheduled. The affected employee, Union Steward, or in his or her absence, the Union President, for the First Step; the Union Steward and Union President for the Second Step meeting; the Union representative for the Appeal Board hearings and the Union President, a Union Steward, and the grievant for arbitration hearings shall be excused from work and paid their regular hourly rate of pay for any time necessarily lost from their regularly scheduled work to attend such meetings. The payment shall cover a period of not to exceed thirty (30) minutes prior to the start of and

immediately after such meetings, unless the aforementioned time period would make it impossible for the employee to attend such meeting in a timely manner.

Section 6 - Definition of Week Days: Wherever the words are used in this Agreement "week days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

Section 7 - Settlement Administration: When a grievance is resolved by a settlement between the parties, the Employer shall advise the Union in writing, of the time period within which it anticipates taking the actions agreed upon in the settlement. Unless a longer time is specified by the Employer in this written communication, the agreed upon actions shall normally be undertaken within ten (10) week days following the settlement. If the actions agreed upon are not taken within the time specified in the written communication or within the ten (10) week days, the Employer shall provide a written explanation of why these time limits were not met.

#### ARTICLE V - DISCHARGE AND SUSPENSION CASES

Section 1 - Discharge and Suspension Cases: In the event an employee under the jurisdiction of the Union shall be suspended from work for disciplinary reasons or is discharged from employment after the date hereof and he or she believes that the suspension or discharge was unjust, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Human Resources/Labor Relations Director or designee within five (5) week days after the Union receives written notification of such discharge or suspension.

- (a) When an employee is meeting with the Employer for the purpose of investigating a matter and the employee reasonably believes that the investigation will result in a suspension or discharge, the employee shall upon request be provided with Union representation.
- (b) At a meeting scheduled for the purpose of suspending or discharging an employee, the employee shall have a right to representation by the Union President or his or her Steward depending on who is working and most readily available and will be allowed to discuss the suspension or discharge with such representative before being required to leave the property of the Employer. If, during the meeting, the suspended or discharged employee indicates that he or she does not desire Union representation, the Union Steward or Union President will be required to leave the meeting.
- (c) If no Steward or the Union President is working when an employee is suspended, such suspension shall be considered indefinite until a meeting is held between the Union President or the employee's Steward and the Employer. Within three (3) week days after such discharge or suspension, it shall be confirmed in writing by a notice given to the Union President, or in his or her absence, the appropriate Steward.
- (d) It is understood and agreed that when an employee files a grievance with respect to any disciplinary action, suspension or discharge, the act of filing such grievance shall constitute his or her authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer that relates to the grievance and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.
- (e) Any employee covered by this Agreement may view the contents of his or her personnel file in the Human Resources Office in the presence of a member of the personnel staff at any reasonable time, upon request.
- (f) Management recognizes the Union's right to grieve disciplinary actions.

Section 2 - Reinstatement of Employees: In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such

employee and pay full compensation, partial, or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension, less the amount of any unemployment compensation received or any compensation earned as a result of being available for other work during the period of such suspension or discharge.

Section 3 - Expedited Arbitration: In any discharge for excessive "miss-outs" or excessive chargeable occasions, the parties agree to utilize the Expedited Arbitration Procedures of the American Arbitration Association. In any other discharge or suspension matter, the Expedited procedures may be used by mutual consent.

#### ARTICLE VI - STRIKES AND LOCKOUTS

Section 1 - No Strike - No Lockout Pledge: 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, strike, or sympathy strike. The Employer agrees that during the same periods there will be no lockouts.

Section 2 - Discipline for Violation of No Strike Pledge: Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, strike, or sympathy strike may be disciplined or discharged in the sole discretion of the Employer. It is understood that any question as to whether an employee or employees were, in fact, engaged in such proscribed activity may be resolved through the grievance procedure.

- (a) An employee shall not be considered to be on a sympathy strike if he or she refuses to cross a picket line when, in good faith, he or she reasonably believes that to do so would result in injury to his or her person or property.

#### ARTICLE VII - SENIORITY

Section 1 - Definition of Seniority: Seniority for full-time employees shall be defined as an employee's length of continuous service with the Employer since his or her last assignment as a full-time employee. Seniority for part-time employees shall be defined as an employee's length of continuous service with the Employer since his or her last assignment as a part-time employee. Divisional Seniority shall equal an employee's seniority since his or her last date of entry into a Division as a full-time employee. If an employee with Divisional Seniority is permanently assigned to another division, he or she shall continue to accumulate seniority in his or her former division until he or she satisfactorily completes the probationary period for the classification in the other division. Thereafter, all Divisional Seniority in the former division shall be lost and the employee shall accumulate Divisional Seniority from the date of entry into the division. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, or for layoffs except as hereinafter provided.

- (a) Effective upon execution of this Agreement, employees shall be considered full-time if hired for or bid into a job classification that is regularly scheduled to work forty (40) or more hours per week.

Section 2 - Probationary Period: All new Operators shall be probationary employees for their first four (4) months of employment. All new Maintenance employees shall be probationary employees for their first three (3) months of employment. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him or her for regular employee status. During the probationary period, the employee shall have no seniority status, no rights under the procedure for progressive discipline, and may be laid off or terminated in the sole discretion of the Employer without regard to his or her relative length of service, and without recourse to the grievance procedure.

Section 3 - Seniority List: The Employer agrees to keep posted in an accessible place an up-to-date seniority list showing the name, seniority date and divisional seniority dates of all employees covered by

this Agreement and provide a copy to the Union. If two (2) or more employees have the same seniority date, their names shall appear on the seniority list alphabetically by the first letter of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 4 - Termination of Seniority: An employee's seniority and employment shall terminate:

- (a) If the employee quits, retires, or is justifiably discharged.
- (b) If, following a layoff, the employee fails or refuses to notify the Employer of his or her intention to return to work within seven (7) week days after a written notice by certified mail of such recall is sent to his or her last address on record with the Employer; or, having notified the Employer of the intent to return fails to do so within ten (10) week days after such notice is sent.
- (c) If the employee is absent for three (3) consecutive days during which he or she is scheduled for work without notifying the Transportation Director or his/her designee within such three (3) day period of a justifiable reason for such absence, unless he or she presents evidence satisfactory to the Employer that it was impossible for him or her to give the notice during the three (3) day period.
- (d) If the employee accepts employment elsewhere while on leave of absence unless he or she has prior written approval for such employment from the Transportation Director, or does not return to work immediately following the expiration of a leave of absence, unless he or she presents evidence satisfactory to the Employer that it was impossible to return to work at the expiration of such leave.
- (e) When a non-probationary employee has been laid off for a continuous period of twenty-four (24) consecutive months.

Section 5 - Layoff and Recall Procedure: If in the Employer's judgment it is necessary to reduce the number of employees, it shall determine the number of employees to be retained in the full-time operator classification, part-time operator classification and each of the maintenance division classifications. Within each classification newly hired probationary employees in the classification shall be terminated, provided always that the remaining employees have the then present ability to perform the available work in the classification. Thereafter, if it is necessary to further reduce the number of employees in a classification, employees in the affected job classifications shall be removed on the basis of their divisional seniority, provided always that the remaining employees have the then present ability to perform the available work in the classification. Full-time employees in the Maintenance Division who are removed from a classification may exercise their divisional seniority in any other classification in their division, provided they have the then present ability to perform the available work in such classification. Full-time employees in the Operations Division shall be placed at the top of the part-time operators seniority list. Employees shall be recalled in reverse order of layoff, provided that they have the then present ability to perform the available work.

- (a) Any full-time operator who is placed on the part-time operators seniority list shall automatically receive benefits until the next July 1st or December 31st that is more than six (6) months from the date the bump became effective.
- (b) In the event a full-time operator is laid off from the full-time operator classification, the Employer agrees not to use part-time operators to perform the function then being performed by extra board operators. Additionally, during the period of such layoff, no part-time operators shall be allowed to work in excess of twenty-five (25) hours per week without first offering the available work to any operator who has been displaced from the full-time operator classification and not assigned at least forty (40) hours for that week.

Section 6 - New Positions: If, during the life of this Agreement, a new job is created in the bargaining unit or a substantial or material alteration in a job content is effected by the Employer in an existing job classification within the bargaining unit, the Employer shall establish a rate of pay and the requirements

therefor and shall promptly notify the Union of its decision. If, during a period of fifteen (15) week days after the establishment of the new job classification or alteration in job content of an existing job, the Union desires to question the adequacy of the rate of pay established for such job classification, it may file a grievance starting at the First Step of the grievance procedure. If no grievance has been filed within the fifteen (15) week day period, the rate of pay thus established by the Employer shall become permanent.

**Section 7 - Job Bidding:** When it is necessary to fill a new, regular job classification within the bargaining unit, or a regular vacancy in an existing job classification within the bargaining unit, notice of such regular job or vacancy along with a statement of any special qualifications required for the performance of the job, shall be posted on the appropriate bulletin boards for a period of five (5) week days, during which time employees may bid for such job or vacancy by presenting to the Human Resources Office a written, signed notification of their desire to so bid. From among those employees who bid therefor, the job or vacancy shall be filled on the basis of ability and seniority in the following manner:

- (a) The bidding employee within the bargaining unit who is physically able to perform the job, who has the best special qualifications, or who has had the most appropriate experience or training, who has satisfactory work habits and who appears to have the mental ability to satisfactorily perform the work involved shall be awarded the job. Nothing in this Section shall be construed as to prohibit an employee from bidding for a job classification with a lower maximum wage rate.
- (b) If the requirements specified in subsection (a) above are relatively equal among bidding employees, the position shall be awarded to the employee with the greatest amount of divisional seniority who possesses such qualifications. (Among part-time operators bidding for a full-time position, the position shall be awarded to the bidding employee with the greatest amount of seniority.) In determining whether an employee appears to have the prerequisite requirements, reference will be made to such employee's work history and experiences as depicted by his or her personnel records with the Employer in the area of the posted job requirements and whether the job applicant is capable of satisfactorily passing a test designated to reveal the required ability for the job in question, if and when such tests have been devised.
- (c) If there are no bidding employees who possess the requirements specified in subsection (a) above, or who possess required special qualifications, then the job or vacancy may be filled by hiring new employees.
- (d) Full-time employees who voluntarily choose to move to a part-time position shall be considered as new employees for the purpose of seniority placement and wage schedules.

**Section 8 - Trial Period:** When an employee is awarded a job under the provisions set forth in Section 7 of this Article, he or she shall receive a reasonable break-in or training period of not to exceed five (5) week days. The purpose of the break-in period or training period referred to herein is to give the Employer an opportunity to observe an employee at work in such classification and form an opinion as to whether the employee appears to demonstrate an ability to develop the knowledge and skills required to satisfactorily perform the job duties. During the first ninety (90) calendar days of work in the job classification, the employee shall be on job probation and may be removed therefrom any time he or she demonstrates that he or she is or will be unable to satisfactorily perform the requirements of the job. If so removed by the employer, or in the event the employee desires not to proceed with the trial period, the employee shall be returned to the last previous job classification he or she had permanently occupied, seniority permitting, and provided he or she is qualified to perform the available work.

- (a) Any employee awarded a job under Section 7 above, shall not be awarded another job, at the rate of which is equal to, or less, under said Section during the next succeeding six (6) months. Any employee who is removed from a job classification for which he or she had bid or into which he or she had transferred because of an inability to perform the requirements thereof, as above provided, shall be ineligible to bid or transfer to another job during the three (3) month period following the date of the setback.

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Section 9 - Wage Rates Upon Promotion: When an employee is promoted to a job for which the maximum of the rate range is greater than the maximum of the rate range for the regular job classification from which he or she moved, such employee, upon being awarded such job, shall be advanced to the nearest pay range step in the job classification to which he or she has been promoted which will result in an increase in pay of not less than ten cents (10¢) per hour and thereafter shall be governed by the pay range increments set forth for such job.

Section 10 - Assignment to Non-Bargaining Position: An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to a position not represented by the bargaining unit shall continue to accumulate seniority for the first six (6) months of such assignment. If during this period the employee is transferred or demoted back to the bargaining unit, he or she shall commence work in a job generally similar to the one held at the time of his or her promotion. If during such six (6) month period the employee has not returned to the bargaining unit, his or her seniority shall automatically terminate.

Section 11 - Placement of Disabled Employees: If an employee with seniority develops a permanent physical disability (certified to by a medical doctor, clinic, or hospital) which renders him or her unable to satisfactorily meet the job performance requirement of the job classification, the Employer shall have the right, but shall not be obligated, to assign such employee to the first opening which occurs for which he or she is able to fully meet the job performance requirements, at the job classification rate therefor. Such assignment is to be made without regard to the job bidding procedures set forth herein. Prior to making an assignment under this section, the matter shall first be discussed with the Union at a special conference. If, before making such assignment, the Employer requires certification as to such disability from a medical doctor, clinic, or hospital of its choosing, the cost of the medical examination thus required shall be borne by the Employer.

#### ARTICLE VIII - PART-TIME EMPLOYEES

Section 1 - Part-time Employees: Except as otherwise provided herein, part-time employees shall not be entitled to any of the economic benefits, other than wages, provided by this Agreement. Part-time employees shall not be used to deprive a full-time operator of the opportunity to work regularly assigned runs except for disciplinary reasons.

Section 2 - Availability: Part-time operators who maintain a minimum number of hours of availability as outlined in (a) below shall be entitled to the benefits in (b) or (c). Part-time operators will be available to work the minimum hours of availability selected, until an opening in another shift occurs. Part-time operators may bid on an opening with the senior bidding employee being awarded the position. Part-time employees' schedules shall not be changed after 12:00 noon the day prior without their approval. Hold over language still applies.

- (a) Part-time operators must be available to work one (1) of the following work shifts:
- (1) From 5:30 a.m. to 12:30 p.m. Monday through Sunday or
  - (2) From 12:00 p.m. to 6:30 p.m. Monday through Sunday or
  - (3) From 6:00 p.m. to 12:30 a.m. Monday through Sunday.
- (b) Part-time operators who for six (6) months meet either (1), (2), or (3) above and have completed six (6) months of continuous employment shall receive twenty (20) hours of annual leave time which they are eligible to use. They will receive twenty (20) hours of annual leave for each additional six (6) months of continuous employment. They will receive four (4) hours of holiday pay for each of the future holidays as outlined in Article XIII, Holiday Pay. Part-time operators in this section do not receive floating holidays.

- (c) Part-time operators who, for six (6) months, have maintained a non-restricted schedule (agreeing to work any two of the schedules in (a) above) and have completed six (6) month of continuous employment shall receive thirty (30) hours annual leave time which they are eligible to use. They will receive thirty (30) hours of annual leave for each additional six (6) months of continuous employment. They will receive four (4) hours of holiday pay for each of the future holidays as outlined in Article XIII , Holiday Pay. Part-time operators in this section do not receive floating holidays.

Section 3 - Part-time Drivers Additional Annual Leave Bonuses:

- (a) Quarterly leave bonus is earned as follows:

At the end of each quarter, one (1) hour of annual leave will be added to a part-time employee's annual leave bank, if the employee has not used any leave that was not scheduled more than 24 hours in advance.

- (b) An annual leave bonus is earned as follows:

- (1) Any part-time driver who, as of December 31st, has completed one (1) year of continuous employment and has not been assigned a miss-out shall be entitled to receive during the next calendar year four (4) hours of paid bonus annual leave.
- (2) Any part-time driver who has not been absent except for paid holiday or annual leave shall be entitled to eight (8) hours of paid bonus annual leave during the next calendar year.
- (3) Any part-time employee who has had neither a miss-out nor any absences except as defined in (b) above shall be entitled to sixteen (16) hours of paid bonus annual leave during the next calendar year.

All bonus leave shall be paid at the employee's current rate of pay at the time he or she takes the leave. The bonus leave may be taken as time off or may be submitted for a cash reimbursement.

Section 4 - Part-time Numbers: The City will agree to limit the number of part-time drivers to 33% of the total number of Full-Time drivers.

ARTICLE IX - LEAVES OF ABSENCE

Section 1 - Personal Leave of Absence: The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay to an employee who has completed his or her probationary period provided, in the sole judgment of the Employer, such employee can be spared from work and good cause exists for the request.

Section 2 - Medical Leave of Absence: An employee who, because of illness, or accident or pregnancy, is physically unable to report for work shall be given a leave of absence for the duration of such disability, but not to exceed twenty-four (24) consecutive calendar months for full-time and regular part-time employees, provided he or she promptly notifies the Employer of the necessity therefor; provided further, that he or she supplies the Employer with a certification from a medical doctor of the necessity for the leave of absence and the continuation thereof when the same is requested by the Employer. The Employer will attempt to assign employees who are unable to report for the regularly assigned work to other assignments for the duration of the disability, provided in its judgment such work is available.

Section 3 - Leave of Absence for Full-Time Union Office: Full-time or regular part-time employees who may be elected or appointed to any full-time office of the Union which requires absence from the service of the Employer shall be granted a leave of absence without pay and without loss of seniority to attend to the duties of such office, provided such employee applies for reinstatement during the term of this



Agreement or any renewal, amendment, or extension thereof within thirty (30) calendar days from the date of leaving such office.

- (a) Employees applying for reinstatement after such leave of absence of more than thirty (30) calendar days must be able to qualify for the job under the then existing employment standard of the Employer, and their compensation shall be at the then prevailing rate. Employees returning from such leave of absence shall retain their original assignment at the time of leaving, except in cases where vacancies, new positions, or changes have been made during the period of their absence; in which event, such employees shall be allowed to exercise their seniority in displacing a junior employee on such vacancies, new positions, or changes.
- (b) The period of such leave of absence shall not be considered as time worked or as credited service with the Employer within the meaning of any of the other provisions of this Agreement.
- (c) Employees shall be granted such leaves of absence only after the Employer has been furnished a written request therefor from the Union. The Employer will indicate approval of such leaves in writing with a copy thereof sent to the employees involved and the Union.
- (d) It is understood and agreed that no more than one (1) employee shall be granted such leave at the same time and that such leave shall not exceed three (3) years or the duration of the term of office, whichever is shorter.

Section 4 - Leave of Absence for Union Business: Full-time or part-time employees who are elected or selected by the Union to attend functions of the International Union such as conventions, safety conferences, and educational conferences shall be allowed time off without loss of seniority and without pay for a period of not to exceed eight (8) consecutive calendar days at any one time to attend such conventions and conferences, provided the Transportation Director is advised in writing by the Union of such intended absence at least four (4) calendar days prior to the start thereof and provided no more than two (2) employees shall be allowed time off for this purpose at any one time. The Bargaining Unit President may use up to eighty (80) regularly scheduled working hours in any twelve (12) month period, except in convention years (every 3 years), when the hours for the President will be 120. The President may designate hours from his/her bank of hours in this section to other Union Officers. It is understood and agreed that the total cumulative number of regularly scheduled working days allowed under this section shall not exceed thirty (30) in any twelve (12) month period. This 80 (or 120) hours shall be paid by the employer and all associated costs, wages and benefits, shall be reimbursed to the employer by the union.

One (1) union officer will be allowed time off with pay to attend meetings of the ATU Michigan Legislative Conference Board.

Section 5 - Leave of Absence for Military Field Training: Leaves of absence shall be granted to full-time employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purposes of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his or her orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government, shall be paid the difference, if any, between what they received in the form of taxable income therefor and what they would have received from the Employer had they worked during such period. The compensation thus paid by the Employer shall not exceed the difference in pay for a period of two (2) calendar weeks in any one calendar year. No loss of seniority shall occur during such absences.

Section 6 - Leave of Absence for Military Service: An employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with the applicable provisions of the Armed Services Re-employment Act and any other applicable laws then effective. No loss of seniority shall occur during such leave.

Section 7 - Critical Illness and Funeral Leave of Absence: Full-time employees who have completed their probationary period shall be eligible for a paid critical illness and funeral leave. Qualified employees who furnish proof satisfactory to the Human Resources/Labor Relations Director that a critical illness exists or a death has occurred within their immediate family may receive paid leaves of absence subject to the following limitations:

- (a) Paid leaves of absence for critical illness of a member of the employee's immediate family shall be available only in case of such illness on the part of the employee's then current spouse, his or her child, or parent, and may be granted for a period of up to but not to exceed one (1) regularly scheduled working day at any one time.
- (b) Paid leave of absence for the death of a member of an employee's immediate family shall be available in the event of the death of the employee's current spouse, his or her child, brother, sister, parent, grandparent, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents-in-law, and effective upon the signing of this Agreement. Relatives other than those herein designated shall not be considered members of the immediate family for the purpose of this subsection, but if the employee desires to attend their funeral, a request should be made under Section 1 for a personal leave of absence. Paid leaves of absence under this subsection may be allowed for up to three (3) consecutive regularly scheduled working days if the funeral subsequent to such death occurs within a radius of three hundred (300) miles of Kalamazoo, or up to five (5) consecutively regularly scheduled working days if the funeral subsequent to such death occurs beyond three hundred (300) miles from Kalamazoo. To be eligible for paid leave under this subsection, the employee must attend the funeral, and in no event shall paid leave be allowed for more than one (1) calendar day following the date of the funeral.
- (c) One (1) day of paid leave for full-time employees shall be equivalent to the number of hours such full-time employee normally would have worked on a straight time basis on each day of the absence at the rate applicable to the employee's regular job classification assignment at the start of the absence for which compensation is requested. Under no circumstances shall payments under this section exceed eight (8) hours in any one day.

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Section 8 - Leave of Absence for Jury Duty: A full-time employee who has completed probation and who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he or she performs jury duty and on which he or she otherwise would have been scheduled to work for the Employer shall be paid the difference between the amount received from the Court as daily jury duty fees and what he or she would have earned from employment with the Employer on a straight time basis on that day up to a maximum of eight (8) hours at the employee's regular rate of pay. The Employer's obligation to pay an employee for jury duty as provided herein is limited to a maximum of forty-five (45) consecutive calendar days or the length of the trial in any calendar year. In order to receive the payment above referred to, an employee must give his or her department head prior notice that he or she has been summoned for jury duty and must furnish satisfactory evidence that he or she performed such jury duty on the days for which such payment is claimed. The provisions of this section are not applicable to any employee who, without being summoned, volunteers for jury duty. If a part-time employee is called for jury duty, the Employer will attempt to schedule the employee in a manner to minimize the conflict. If an employee spends eight (8) or more hours in any day on jury duty, that employee shall not have to work all or part of any shift the employee is scheduled to work on that day, unless the employee desires to work the additional time.

Section 9 - Leave of Absence for Court Appearance: An employee who is subpoenaed as a witness in a legal matter on behalf of the Employer as an employee shall be granted a leave of absence for the time necessarily spent in Court and shall be paid at his or her applicable hourly rate for all hours so served. It is understood and agreed that all witness fees received by the employee shall be assigned to the Employer.

Section 10 - Court Appearance: When an employee appears in Court for the purpose of appealing a ticket because of an accident during working hours and the employee is found not guilty of that ticket in a

Court of Law, that employee shall, upon providing verification of the charge, be reimbursed at his or her regular rate of pay for time lost from regular scheduled work.

Section 11 - Approval and Benefit Continuation: Leaves of absence referred to in this Article must be applied for in writing by the employee and approved in writing by the department head and the Human Resources/Labor Relations Director in order to preserve the employee's job rights during such leave. If an employee is on an unpaid leave, layoff, or disciplinary suspension, any of which lasts more than fifteen (15) consecutive calendar days, the employee has the choice of continuing health, life, and dental insurance benefits or having them canceled. If the employee chooses to continue coverage, he or she must, at the beginning of the absence, execute the proper form at the Human Resources Office agreeing to be responsible for paying the cost of health, dental, and life insurance premiums and that such amount may be deducted from any compensation due from the Employer. Additionally, the employee shall have his or her next longevity payment reduced by 8.33% for each thirty (30) consecutive calendar day of absence.

- (a) Notwithstanding the above for full-time employees, the Employer shall continue its regular payments for the insurance coverage and there shall be no vacation or longevity proration for the first fifty-two (52) weeks of a medical leave due to an injury compensable under the Michigan Workers' Disability Compensation Act, or a jury duty leave. For example, if an employee were on workers' compensation for 8 months in one year, he or she would use up to 8 months of credit and receive a full longevity check and accrued full credit for vacation that year. In subsequent years, the employee would have a total of 4 months of credit remaining for the same injury before the pro rata longevity and vacation calculation goes into effect.

#### ARTICLE X - PHYSICAL EXAMINATIONS

The Employer may require any of its employees to submit to a medical examination at such times as it may deem necessary in the light of existing circumstances. Management will schedule physical exams as deemed necessary and will attempt to schedule the exams so that there is no more than a one (1) hour break between the exam and the previous or subsequent work assignment. Employees will be paid for the actual time scheduled at the City's physicians office until completion of the exam. Verification from the City's physician will be required before payment is made. The examinations shall be paid for by the Employer and shall be made by a licensed physician designated by the Employer. At the employee's expense, an employee may elect to have the examination made by a licensed physician of the employee's own selection. Should such medical examination reveal the physical or mental unfitness of the employee involved to perform his or her duties, then and in that event, the employee involved shall be granted a medical leave of absence. If an employee elects to have a required medical examination made by a physician of the employee's 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 Employer 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, 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 hereto. The expenses of the employment of such third medical examination shall be shared equally by the Employer and the Union.

#### ARTICLE XI - ANNUAL LEAVE

Section 1 - Annual Leave Accumulation: Effective May 1, 2001, employees who, as of April 30 of any year have completed one (1) or more months of continuous employment with the Employer as an employee, shall receive annual leave time off in accordance with the following:

On each May 1<sup>st</sup>, eligible employees will be credited with their annual leave entitlement per this section.

- (a) Employees who, as of April 30, have completed less than one (1) year of continuous full-time employment, shall be entitled to receive, pro rata, their applicable portion of paid annual leave calculated on the basis of 12.7 hours per month (after the first 15 calendar days of employment).
- (b) Employees who, as of April 30, have completed one (1) but less than five (5) years of continuous full-time employment shall be entitled to 152 hours of paid annual leave. Such annual leave may be taken at any approved time during each year in which the employer's first through fourth annual anniversary date falls, subject to the provisions of Section 6 below.
- (c) Employees who, as of April 30, will have completed five (5) years but less than eleven (11) years of continuous full-time employment shall be entitled to 192 hours of paid annual leave. Such annual leave may be taken at any approved time during each year in which the employee's fifth through tenth annual anniversary date falls, subject to the provisions of Section 6 below.
- (d) Employees who as of April 30, will have completed eleven (11) years but less than twelve (12) years of continuous full-time employment shall be entitled to 200 hours of paid annual leave. Such annual leave may be taken at any approved time during the year in which the employee's eleventh annual anniversary date falls, subject to the provisions of Section 6 below.
- (e) Employees who, as of April 30, will have completed twelve (12) years but less than thirteen (13) years of continuous full-time employment shall be entitled to 208 hours of paid annual leave. Such annual leave may be taken at any approved time during the year in which the employee's twelfth annual anniversary date falls, subject to the provisions of Section 6 below.
- (f) Employees who, as of April 30, will have completed thirteen (13) years but less than fourteen (14) years of continuous full-time employment shall be entitled to 216 hours of paid annual leave. Such annual leave may be taken at any approved time during the year in which the employee's thirteenth annual anniversary date falls, subject to the provisions of Section 6 below.
- (g) Employees who, as of April 30, will have completed fourteen (14) years but less than fifteen (15) years of continuous full-time employment shall be entitled to 224 hours of paid annual leave. Such annual leave may be taken at any approved time during the year in which the employee's fourteenth annual anniversary date falls, subject to the provisions of Section 6 below.
- (h) Employees who, as of April 30, will have completed fifteen (15) years of continuous full-time employment shall be entitled to 304 hours of paid annual leave. Such annual leave may be taken at any approved time during the year in which the employee's fifteenth annual anniversary date falls, subject to the provisions of Section 6 below.

Employees will be allowed three (3) occurrences of unscheduled leave per quarter. All other unscheduled leave will accumulate toward unpaid leave. The employer will post all occurrences within three week days of the event. Failure of the employer to post in a timely manner will result in no disciplinary action for the employee. Occurrence records will be available for review throughout each quarter, upon request.

Section 2 - Calculation of Annual Leave: A week of annual leave pay for full-time employees shall equal forty (40) hours of pay at the employee's regular rate of pay at the time the employee takes the leave. Full time employees must have at least 1,640 hours of paid time as of April 30<sup>th</sup> each year to qualify for the full amount of annual leave. Full-time employees with less than 1,640 hours of paid time as of April 30<sup>th</sup> each year will earn annual leave pro-rated based on the average number of hours worked per week in the preceding year. For the purposes of this section, hours spent on Family Medical Leave and Worker's Compensation shall qualify as "timed worked".

Section 3 - Scheduled Leave: Annual scheduled leave boards will be posted and made available for signing, not later than April 15th for the following year for the Maintenance Division and the Operations Division. The scheduled leave period will extend from May 1 through April 30. Said board must be signed by June 30, following which time no employee shall have the right to "bump" any other employee.

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The Employer shall be immediately notified in writing as to any changes made after June 30. Any other annual leave usage will require a notification of no later than noon of the day before the day the employee's assigned duties are scheduled to start. The notice period will be waived if (a) verifiable emergency exists that could not be foreseen and which requires the employee's absence from work or, (b) the employee's absence is a qualified absence under the Family and Medical Leave Act.

- (a) The number of employees to be off at any one time on scheduled annual leave shall be limited so as not to interfere with the efficiency of the Employer's operation and shall not exceed twelve (12) persons in the Operation's Division and four (4) persons in the Maintenance Division when the maximum number of vehicles scheduled for daily service is less than thirty (30). When the number vehicles scheduled for daily service is thirty (30) or greater, five (5) persons in the Operation's Division and three (3) in the Maintenance Division shall be allowed. At no time will more than two (2) per shift in the Maintenance Division be allowed to be on annual leave. The number of employees allowed to be off at any one time on scheduled annual leave may be increased at the discretion of the Transportation Director.
- (b) For the Operations Division Scheduled leave shall be defined as any request made prior to 12:00 noon the day before the employee is requesting to be off. Unscheduled leave shall be defined as any request made after 12:00 noon the day before the employee is requesting to be off.
- (c) For the Maintenance Division Scheduled leave shall be defined as any request made prior to twelve (12) hours before the start of the shift the employee is requesting to be off. Unscheduled leave shall be defined as any request made less than twelve (12) hours before the start of the shift the employee is requesting to be off.
- (d) Employees may request scheduled leave by radio or telephone providing that the appropriate paperwork is completed as soon as possible afterwards.

Section 4 - Holidays During Annual Leave: If a holiday occurs during the employee's annual leave and the employee would have qualified for holiday pay if he or she had not been on leave, the employee shall be paid for both the holiday and the leave day or, in lieu of holiday pay, be entitled to an extra day's annual leave time off with pay.

Section 5 - Bonuses: Eligibility for the annual leave bonus will be determined on a quarterly basis. To be eligible for a payment from the bonus pool, during the quarter a full-time employee must have no miss-outs, no instances of unscheduled annual leave, and no call-outs for an overtime assignment. Each quarterly bonus pool will equal a minimum \$3,000. Each eligible employee will share equally in the pool. In the event that the \$3,000 is not exhausted in one (1) quarter, it will be added to the \$3,000 base of the next quarterly pool. To be eligible for the bonus an employee must be hired on or before the first day of that quarter.

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Section 6 - Annual Leave Payment Upon Employment Termination: If an employee otherwise eligible for annual leave with pay quits, is discharged, retires, or dies on or after April 30, of any calendar year upon which he or she qualifies for such annual leave with pay without having received the same, such employee or his or her beneficiary will receive, along with his or her final check, the annual leave pay for which the employee qualified as of such April 30, (except as specified in subsection (b) below). Additionally, if an employee quits, is discharged, retires or dies prior to April 30, upon which he or she would have qualified for paid annual leave time off, the employee's beneficiary will be entitled to a pro rata share (as of the date of termination or death) of the annual leave pay for which he or she would have qualified on such following April 30, (except as specified in subsection (b) below). If an employee uses annual leave time during a calendar year prior to April 30, upon which it is earned and then quits, is discharged, retires under the pension plan, or dies, that portion of annual leave time used but not earned shall be withheld from any money due the employee or his or her beneficiary from the Employer, including pension refunds.

- (a) At the time of retirement, any hours, exceeding 160 hours will be paid in a lump sum to the retiring employee at 50% of the total hours.
- (b) There will be no lump sum payout in excess of 160 hours of accrued, unused annual leave if the employee quits, is discharged, or dies.

Section 7 – Annual Leave Cash Out: On April 30th of each year, an employee may cash in up to one-half of the Annual Leave time he/she accrued that year and be paid 90% of his/her current hourly rate of pay for such cashed-in hours. Employees may carry over annual leave hours from year-to-year.

Section 8 - Accrued Annual Leave: Upon written request, each employee will be given written notice of the amount of annual leave earned from the preceding year.

Section 9 - Unpaid Leave Full Time Employees: Full-time employees who request and use unpaid time off from work will be subject to discipline when such unpaid leave is in excess of forty (40) hours. Such discipline shall start with an oral warning and shall be progressive up to and including discharge.

- (a) An employee will receive an oral warning and counseling upon the use of forty (40) hours of unpaid leave in twelve (12) consecutive months; (that is one (1) hour of unpaid leave in excess of thirty-nine (39) hours of unpaid leave starts the progressive discipline).
- (b) Fifty-eight (58) hours of unpaid leave in twelve (12) consecutive months will cause the employee to receive a written reprimand and a counseling session.
- (c) Sixty-four (64) hours of unpaid leave in twelve (12) consecutive months will cause the employee to receive a three (3) day unpaid suspension.
- (d) Seventy-two (72) hours of unpaid leave in twelve (12) consecutive months will cause the employee to receive a five (5) day suspension and counseling.
- (e) Eighty (80) hours of unpaid leave in twelve (12) consecutive months will cause the employee to be discharged from City employment.
- (f) Additionally, if the employee exceeds more than fifteen (15) days of suspension in twelve (12) consecutive months for unpaid time off for annual leave, the employee will be discharged.

Section 10 - Unpaid Leave Part Time Employees: Part-time employees who request and use unpaid time off from work will be subject to discipline when such unpaid leave is in excess of forty (40) hours. Such discipline shall start with an oral warning and counseling and shall be progressive up to and including discharge.

- (a) An employee will receive an oral warning and counseling upon the use of forty (40) hours of unpaid leave in twelve (12) consecutive months; (that is, one (1) hour of unpaid leave in excess of 39 hours of unpaid leave starts the progressive discipline).
- (b) Seventy (70) hours of unpaid leave in twelve (12) consecutive months will cause the employee to receive a reprimand and a counseling session.
- (c) Seventy-six (76) hours of unpaid leave in twelve (12) consecutive months will cause the employee to receive a three (3) day unpaid suspension.
- (d) Eighty-four (84) hours of unpaid leave in twelve (12) consecutive months will cause the employee to receive a five (5) day suspension and counseling.
- (e) Ninety-two (92) hours of unpaid leave in twelve (12) consecutive months will cause the employee to be discharged from City employment.

- (f) Additionally, if the employee exceeds more than fifteen (15) days of suspension in twelve (12) consecutive months for unpaid time off for annual leave, the employee will be discharged.

The language in this Section is not intended to violate the Federal Family and Medical Leave Act, or City Policy, wherein employees may use up to twelve (12) weeks of unpaid leave to take care of a sick family member, as defined in the City's policy, or his/her own illness; nor does it negate the language in Article IX, Sections 1 and 2 about Personal Leave and Medical Leave.

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#### ARTICLE XII - HOLIDAY PAY

All full-time employees shall receive holiday pay equal to eight (8) hours at their regular hourly rate of pay. All full-time employees who have bid a ten (10) hour work shift shall receive holiday pay equal to ten (10) hours at their regular hourly rate of pay. Days celebrated as holidays under this Agreement are as follows: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, the day before New Year's Day, New Year's Day and three floating holidays as described in subsection five (5) of this Article.

In order to receive Holiday Pay, the following applies to the day before and the day after a holiday on which the employee is not scheduled to work. It also applies to those holidays for which the employee is scheduled to work, and in that case, it applies only to the actual day on which the holiday occurs.

Employees qualify for holiday pay as follows:

- (1) If an employee reports within six (6) minutes for a garage run or within four (4) minutes for downtown relief, he or she shall receive holiday pay. If a Maintenance Division employee reports within six (6) minutes he or she shall receive holiday pay.
- (2) If an employee reports after six (6) minutes for a garage run or after four (4) minutes for a downtown relief, (or after six (6) minutes for a Maintenance Division employee) but less than sixty (60) minutes in either case, the employee shall receive the following holiday pay:

Full-time employees	6 hours of pay
Part-time drivers	3 hours of pay
Part-time service lane attendant	4.5 hours of pay

- (3) If an employee reports after sixty (60) minutes for a garage run or downtown relief, (or after sixty (60) minutes for a Maintenance Division employee), there shall be no holiday pay.
- (4) This language pertains to all scheduled report times including voluntary overtime.
- (5) Only one tardiness per holiday will be permitted in order to receive all or a portion of holiday pay as outlined above.

Three (3) floating holidays during the year may be taken at any time the employee wishes provided he or she requests this of Management at least five (5) week days before the day the employee wishes to use as a floating holiday. Management will advise the employee at least five (5) week days before the selected day, if it has been approved. Additionally, the employee must take the day off work on the selected day. On October 1 of each year, the employer will post a notice of unused floating holidays for each employee.

New full time employees or employees who are promoted from part-time positions into full-time positions qualify for floating holidays as follows:

- (1) Employees who are hired before May 1 or part-time employees who promote to full-time before May 1 will receive three (3) floating holidays during the calendar year.
- (2) Employees hired or promoted after May 1 but before September 1 shall receive two (2) floating holidays.

- (3) Employees hired or promoted after September 1 but before December 1 shall receive one (1) floating holiday.
- (4) Employees hired or promoted after December 1 shall not receive any floating holidays for that calendar year.

If an employee actually works on a holiday (not one of the selected floating holidays), he or she will receive one and one-half (1½) the regular rate of pay in addition to the regular eight (8) hours of holiday pay.

**ARTICLE XIII - INSURANCE**

**Section 1 - Health Insurance:** The City agrees to provide the Community Blue PPO Plan, or an equivalent PPO plan through another insurance carrier authorized to conduct business in the State of Michigan. Such insurance shall be available to active regular, full time employees and their dependants under age nineteen (19). Coverage ends for dependants at the end of the calendar year the child turns nineteen (19), unless the additional premium is paid by the employee.

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The following table represents highlights of the plan, but details and modifiers of the coverage are in the plan document, which is available from the Human Resources Department.

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	In Network	Out of Network
Rx co-pay	\$10/\$15/\$20	25% of the approved amount for the drug minus applicable copay of \$10/\$15/\$20
Office Visit	\$25.00	60% after deductible
Preventive Care	100%	None
Other Coverage* (after deductible)	<del>2007 - 90%/10%</del> 2007 - 90%/10%	60%/40%
*Effective Jan. 1 each year		
Deductible	\$100 Single \$200 Family	\$1,000 Single \$2,000 Family
Maximum out of pocket	\$1,000 Single \$2,000 Family	\$3,000 Single \$6,000 Family

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~~Effective February 15, 2007, the employees in the bargaining unit who are eligible for health insurance will pay \$33 per month for single coverage, \$73 per month for double coverage, and \$87 per month for family coverage toward the City's cost of such medical insurance for the bargaining unit. Effective February 15, 2008, the employees~~ Employees who are eligible will pay \$41 per month for single, \$91 per month for double and \$109 per month for health insurance for family. The amount to be deducted from each paycheck will equal the monthly contribution multiplied by twelve (12) months, divided by fifty-two (52) pay periods.

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An employee who is eligible for City paid health insurance who elects to be covered under a spouse's insurance and cancels his or her coverage under the City's plan, will be paid an annual sum of One Thousand two hundred fifty Dollars (\$1,250.00), subject to applicable taxes, payable within thirty (30) calendar days after election. An employee who, having elected not to continue coverage under the City's plan, decides to reinstate such coverage, will be reinstated to such coverage on the first day of the month falling at least thirty (30) calendar days after he or she notifies the Human Resources Department of his or her intent to reinstate. The employee being so reinstated must reimburse the City for a pro rata portion of the above annual payment (based on the plan year) within thirty (30) calendar days of reinstatement. The Employer agrees to pay the premium for a Delta Dental Insurance Plan for employees and their dependants including an orthodontic rider, effective January 1, 1996, providing for fifty percent (50%) coverage, with a life-time maximum of Five Hundred Dollars (\$500) per dependent.



Section 2 - Cost Containment: The parties recognize the mutual benefit of continuing review of cost containment measures regarding health insurance. The Employer is reviewing such measures, including but not limited to, Preferred Provider Organizations ("PPO's"), mandatory second opinions for certain surgical procedures, pre-administration certification, hospital bill audits, coordination of benefits, and health home care. The City and the Union further agree to meet quarterly to review the financial reports from the health plan carrier, the status of uncommitted funds, and any general issues, problems and suggestions.

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Section 3 - Life Insurance: The Employer will pay the entire premium for \$30,000.00 group term life insurance with a \$30,000.00 accidental death and dismemberment rider for each full-time employee in the bargaining unit after such employee has completed nine (9) months of continuous employment with the Employer as a full-time employee.

#### ARTICLE XIV - PENSION

The City agrees, for the life of this Agreement, to maintain its present pension program on the same basis and under the same conditions as prevailed immediately prior to the execution of this Agreement for full time employees except as follows:

- (a) Effective January 1, 1990, employee's contribution to the pension program shall be three and one-half (3½%) percent. Effective January 1, 1996, the employee's pension contribution was reduced from 3.5% to 2.0%, with the 1.5% as a mandatory transfer to one of the two City deferred compensation programs. Further, for additional funds the employee contributes to the deferred compensation program, the City will match one-half of the additional employee contribution with a maximum City contribution of 1.0%. Effective March 1, 2000, the employees' contribution to the pension program will be further reduced from 2.0% to 1.0%.
- (b) Effective February 14, 2004 the "multiplier" for employees shall be 2.0%. Effective February 14, 2005 the "multiplier" for employees shall be 2.1%

The Employer shall provide each employee with an annual report setting forth the total amount of the employee's contribution to the pension program, including interest. Employees have been qualified, effective with the date of this Agreement, for eligibility under Section 414H-2 of the Internal Revenue Code. The Employer recognizes ATU's rights to negotiate pension improvement benefits independent of other bargaining units.

The retirement benefit for employees retiring after the ratification of this Agreement will be increased by one percent (1.0%), compounded, each year on the anniversary date of the employee's retirement until the retiree reaches age 75, at which time the annual compounded adjustment will be two percent (2.0%).

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The Employer will provide the same insurance as active employees for the retiree and spouse, provided that the employee retires with a full pension benefit. At age 65, both the retiree and spouse shall be provided the Medicare supplement. All persons (retirees and spouses) eligible for insurance under this section will pay the same health care contribution during retirement as active employees, except increases will cap at 150% of the amount paid at the time of retirement.

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Employees who retire before age 62 without City partially paid insurance may be added to the City's medical insurance Medicare Supplementary Plan, for the retiree only, upon reaching the age of 65.

#### ARTICLE XV - LONGEVITY

Full-time employees who, during the calendar year, complete six (6) or more years of continuous employment with the Employer and who, as of the 1st of December in such year, are still actually employed by the Employer, shall qualify for a lump sum longevity payment in December of that year which shall be computed on the basis of Thirty Dollars (\$30.00) for each full year of continuous service

completed during the year in which the payment is made up to a maximum payment of Seven Hundred Eighty Dollars (\$780.00).

- (a) Employees who have qualified for longevity pay shall, upon retirement, receive a pro rata share of their annual longevity pay as of the effective date of retirement for the year in which they retire. The pro rata share will be equal to the fraction of the year during which they were employed prior to retirement.
- (b) Payment to the beneficiary of a deceased qualified employee on a pro rata share of his or her longevity pay for the year in which the death occurred shall be made on the same basis as payment to a retired employee.

#### ARTICLE XVI - FREE TRANSPORTATION

The Employer agrees to furnish free transportation on regularly scheduled runs in accordance with its rules over all lines owned and operated by it to all employees covered by this Agreement who are in its active service.

- (a) Appropriate passes will be provided for said employees by the Employer, and such passes shall be displayed by the employees when attempting to secure free transportation in accordance with the above.
- (b) The Employer shall make available to the employees then current spouse and dependent children an annual, unlimited transportation pass per person at no charge to the employee. Upon request by the Transportation Director, employees will be required to provide verification of dependent status. Employees agree to surrender such passes upon termination of City employment.
- (c) The Employer agrees to furnish free transportation passes to all retirees who retired from the City-owned Metro Transit System.

#### ARTICLE XVII - UNIFORMS

Section 1 - Uniforms: All operators shall present a neat and clean appearance while on duty and shall wear uniforms of a type prescribed by the Employer. For non-probationary operators the Employer shall furnish one (1) jacket and one (1) coat, two (2) pairs of pants, and five (5) shirts. For non-probationary Maintenance Division employees, the Employer shall furnish and clean on an as-needed basis up to two (2) jackets, five (5) pairs of pants, and five (5) shirts per week. Maintenance Division employees shall also be provided with gloves, goggles, protective welding gear, and foul weather gear on an as-needed basis. Garments for Maintenance Division employees will be replaced by the Employer when the same are presented to the appropriate Employer representative and it is demonstrated to the satisfaction of said representative that the same, because of excessive wear, should be replaced. Employees shall be charged for damage to the clothing resulting from the employee's negligence or for clothing checked out but not returned to the Employer. Operators shall be responsible for cleaning and maintaining the uniforms assigned to them and, starting February 14, 2004 shall be eligible for annual credit of One Hundred Sixty Dollars (\$160.00) at a supplier selected by the Employer in order to purchase additional uniforms. Employees shall be allowed to carry over a maximum of \$300 uniform allowance to be used in subsequent years for additional uniform purchases. Employees shall wear the clothing provided or purchased by the Employer only while working for the Employer. Upon employment termination, all uniforms shall be returned to the Employer. Additionally, the Employer agrees to contribute ~~Forty-Fifty~~ Dollars (\$540.00) once each calendar year toward the cost of shoes purchased by an employee who has completed his or her probationary period or if said employee does not choose to use this allowance toward a shoe purchase, the employee may bank the ~~Forty-Fifty~~ Dollars (\$450.00) for the purchase of a winter coat during the life of this contract. ~~Effective February 14, 2003 the forty-dollar (\$40.00) amount shall increase to \$50.00.~~ This shoe allowance will automatically carry over to the uniform allowance the next year if not used for shoes.

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- (a) The Employer agrees to confer with the Union under the Special Conference provision prior to making a uniform selection and to establish a quarterly allowance of Forty five Dollars (\$45.00) effective with the signing of this Agreement for cleaning and maintaining uniforms that do not require dry cleaning.
- (b) For the employee to be eligible for the annual uniform credit, the employee must have actually worked within thirty (30) calendar days of the date of the application for the annual uniform credit and have completed their probationary period. For the employee to be eligible for the quarterly cleaning allowance, the employee must have actually worked within thirty (30) calendar days of the date for which the cleaning allowance is to be issued and have completed their probationary period.

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Section 2 - Safety Shoes: All Maintenance Division employees shall wear steel-toe safety shoes while working for the Employer. ~~Effective upon the signing of this Agreement, February 14, 2007, the~~ Employer will increase its contribution ~~from Ninety-Five (\$95.00)~~ to One Hundred Twenty Five dollars (\$125.00) once each calendar year toward the cost of safety shoes purchased by an employee who has completed his or her probationary period.

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If the annual contribution is not used in any year it will roll over to the next year. Partial amounts will not be carried over and no more than two years will be allowed to accumulate.

For Maintenance Division employees who request them, the City will purchase one (1) pair of rubber boots selected by the City, once during the term of this contract. All Maintenance Division employees shall receive their choice of either one pair of insulated coveralls or bibs and jacket during the term of this Agreement.

**ARTICLE XVIII - ACCIDENT REPORTS**

Section 1 - Accident Reports: All accidents that occur during the operation of motor coaches, including disturbances and ejections, or connected with the operation of the Maintenance Division of the Employer regardless of their apparent insignificance, shall be fully, properly, and completely reported by the employee or employees involved, upon report blanks supplied by the Employer. Such reports shall be made and delivered during the day of such accident or other occurrence if possible, and if not, such reports must be made during the next regularly scheduled working day after the accident or other occurrence and shall be prepared in conformity with the Employer's rules. Employees will be allowed fifteen (15) minutes paid time for making out such accident reports when required to do so other than during their regular work hours.

Section 2 - Safety Program: The Employer's established safety program, including the procedures established by the City-wide Safety Officer, the Safety Supervisor for the bargaining unit, and the Accident Review Board, shall apply to all bargaining unit employees. When the Accident Review Board meets concerning a vehicle accident involving a bargaining unit employee, the Union shall be sent a copy of the notice of the meeting which is sent to the employee, and the Union may designate a operator representative (and an alternative), one of whom shall be excused from work in order to be present at such meetings.

Management agrees to establish a Safety Committee and a Route Committee. The Committees will be made up of ~~three (3)~~ Union employees and ~~three (3)~~ Management representatives. The Committees shall make recommendations to the Employer. It is recognized that the Committees do not have the authority to modify the collective bargaining agreement.

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Section 3 - Review of Preventable Accidents: When an employee is disciplined in writing, suspended, or terminated as a result of preventable accidents and the employee believes that just cause does not exist for the Employer's action, the matter shall be subject to resolution under the grievance procedure, provided that a grievance is timely filed. The expertise of the Accident Review Board with regard to preventability shall be recognized under the grievance procedure and its decision concerning

preventability will be upheld unless shown to be in error. In order for any accident to be reviewed under the grievance procedure, the issue of preventability must have been timely appealed to the Accident Review Board and the Employer notified in writing at the time of appeal if the employee claims no involvement in the accident.

#### ARTICLE XIX - MISS-OUT POLICY

Section 1 - Miss-Outs: A miss-out will be defined as: (a) each failure of an employee to call in with a justifiable reason for his or her intended absence thirty (30) minutes in advance for assignments scheduled to start at or before six (6) AM, sixty (60) minutes in advance for assignments scheduled to start after six (6) AM; (b) each failure of an employee to report for duty at the proper place at the proper time at which his or her assigned duties are scheduled to start. If an employee reports within six (6) minutes for a run scheduled to leave from the garage, or within four (4) minutes for a relief away from the garage, the employee shall receive one-half (½) miss-out. All other employees must report within six (6) minutes of their scheduled start time to receive one-half (½) miss-out. Employees will be penalized for miss-outs as follows:

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- (a) First miss-out within ninety (90) consecutive calendar days, employee will receive an oral notification of the miss-out.
- (b) Second miss-out within ninety (90) consecutive calendar days, employee will receive oral notification of the miss-out.
- (c) Third miss-out within ninety (90) consecutive calendar days, employee will receive a written reprimand and a counseling session with the Transportation Director or his/her designee and a Union representative.
- (d) Fourth miss-out within ninety (90) consecutive calendar days, employee will receive a two (2) day suspension without pay.
- (e) Fifth miss-out within ninety (90) consecutive calendar days, employee will receive a counseling session with the Transportation Director or his/her designee and a Union representative and a five (5) day suspension without pay.
- (f) Additional miss-outs within ninety (90) consecutive calendar days, employee will be terminated.
- (g) Any employee who qualifies for fifteen (15) days or more of suspension without pay under this rule within a twelve (12) consecutive month period will be terminated.

For employees who correct a miss-out problem and avoid any miss-outs for ninety (90) consecutive calendar days, the first two (2) days of suspension shall be dropped and an additional one (1) day dropped for each consecutive thirty (30) calendar days without a miss-out immediately thereafter.

No employee shall receive more than two (2) miss-outs on any day. Employees reporting to work late, but within two (2) hours from when their duties were scheduled to start, shall be assigned to their scheduled run, or if not reasonably available, to other work being occupied on a hold over basis. If no such work is available, the employee may be sent home. If such an employee is sent home, the period between when he/she is sent home and the end of his/her shift will not be counted as unpaid leave.

#### OPERATIONS DIVISION

##### ARTICLE XX - RUN ASSIGNMENTS FOR OPERATIONS DIVISION

Section 1 - Assignment of Runs: A regularly assigned run shall be defined as all runs of forty (40) hours or more per week that run the entire year. The Transportation Director may, but shall not be obligated to, include runs that do not run the entire year as part of the regularly assigned runs. In order to minimize

the turnover among operators and to more effectively schedule the regularly assigned runs, the Employer agrees to schedule regularly assigned runs so that to the extent it deems practicable it will maximize the number of full-time positions. Consistent with the above goal, the Employer shall, in its discretion, establish weekly run schedules for signing by full-time operators. Full-time operators shall select regular assigned runs based upon their individual seniority whenever there is a selection and assignment of regularly assigned runs. Any remaining work will be assigned on a daily basis at the Employer's discretion, but among unassigned full-time operators of the available work shall be distributed by the Employer as equitably as it practicable.

Section 2 - Assignment of Special Service Runs: Any special service run of more than eight (8) hours will be posted when known to exist on Monday of the week prior to its schedule. Full-time employees requesting assignment to these runs in lieu of a regular work assignment must sign the posting by Thursday of the week prior to the week in which the special service run is scheduled. Special service runs not posted but known to exist more than 24 hours in advance will be posted upon knowledge of the special service runs and may be selected, by seniority, up to 4:00 p.m. the day before the special service run. Such assignments will be based on seniority provided that a specific operator has not been requested for the charter, no additional overtime costs will occur to the Employer as a result of honoring seniority, and good cause does not exist for bypassing the most senior operator who desires the work. If an employee is bypassed, the reasons therefor shall be explained to him or her.

Section 3 - Assignment of Extra Work: All operators may be called upon to do extra work when necessary, including Saturdays, Sundays, regularly scheduled days off, and holidays. However, such work will not be required (a) on an employee's regularly assigned day off, as long as there are other operators to perform the work; or (b) if it will result in the operator not having one (1) day off during the week. Such extra work will be paid at the employee's applicable rate of pay.

Section 4 - Scheduled Overtime: Scheduled overtime (work that can't be covered by employees scheduled for less than forty (40) hours and known to exist at least three (3) hours in advance) will be offered to Full-time operators who have signed the weekly overtime list on the basis of Operational Divisional seniority. If no full time operator volunteers to work the overtime, the Dispatch Supervisor shall make a request over the radio system for volunteers to work the extra work. Operators will be given five (5) minutes to advise dispatch of their desire to have the work. At the end of five (5) minutes, the highest senior full time operator to respond to the request will be awarded the work. If no full time operator requests the work, the work will then be awarded to the highest senior part-time operator that responded to the request.

If no operators respond to the radio request, the least senior full time Operator who has signed the weekly overtime list shall be assigned the work.

If no full-time Operators who signed the overtime list are available, then the work shall be assigned to the least senior part-time Operator, and then the least senior full-time Operator, up to the most senior full-time Operator.

- (a) Operators who signed the overtime list and volunteer to perform scheduled overtime work will be allowed to choose from the available extra work by seniority.
- (b) The City will pay employees who were missed on the overtime call-in list a total of three (3) hours at their applicable straight-time rate.
- (c) An employee who calls out for 50% or more of his/her assigned shift shall be ineligible for any overtime work on the day of the call out.
- (d) Full-time Operators who sign the weekly overtime list may remove their name from the list no later than noon the day before the day they no longer want to work the overtime. Management will waive this requirement when justifiable emergencies are known to exist.
- (e) Operators who request to remove their names from the weekly overtime list may do so by radio or telephone providing that the appropriate paperwork is completed as soon as possible afterwards.

Section 5 – Forced Overtime: All employees who are forced to work overtime will be expected to work that overtime. If an employee calls out sick, they will be required to provide a physician's statement that releases them back to work. If no physician's statement is provided, the time missed will result in a miss-out, unpaid leave and, if over two (2) hours, an occasion. The employee will be allowed ten (10) hours off before being required to return to work. The ten (10) hours off starts when the shift is over at Metro Transit. When an employee who is being forced to work arrived at thirteen (13) hours for the day they are to be relieved. No employee shall be forced to work after they have worked fifty-five (55) hours for the week. Voluntary overtime worked by an employee counts toward the limit hours. This applies to both the daily and weekly totals.

Section 6 - Split Runs: Except as otherwise mutually agreed, regularly assigned runs shall not be split into more than two (2) shifts. If, after mutual agreement, an employee's regularly assigned run on a day is split three (3) ways, the shortest interval of time between the shifts will be paid for at the regular straight-time hourly rate of pay.

Section 7 - Requests for Assignment of Runs: The Employer or the Union may request an assignment of regularly assigned runs to be posted within five (5) week days whenever:

- (a) An existing assignment has been in effect for ninety (90) calendar days or more.
- (b) In the event that permanent changes are made in the run schedules or routes or route mileage.
- (c) Employees who are on sick or personal leave, or a leave of absence and not expected to return to work within thirty (30) calendar days from the date the bid board is first posted shall not be eligible to bid, but may request a new board up to one (1) week prior to returning.
- (d) When an employee holding a regularly assigned run terminates employment with the Employer, the Union may request a new board.

Section 8 - Selection of Regularly Assigned Runs: Except in cases of emergency, whenever an assignment or selection of runs has been determined in accordance with the previous sections of this Article, all regularly assigned runs together with a seniority list of full-time operators shall be posted at least five (5) week days and not more than ten (10) week days before the new schedule goes into effect. The board shall be posted two (2) week days for inspection purposes. Selection of runs shall begin on the third (3rd) week day after posting of such assignment. The selection of runs shall be according to seniority and shall be made in the following manner:

- (a) Operators may select runs by divisional seniority from 5:30 a.m. until 10:55 p.m. each week day. Operators who are present at this time will be given the opportunity to sign the board in order of seniority. Operators who are not present at this time will be assigned by management in accordance with subsection (c).
- (b) Operators occupying positions numbers 1-10 on the divisional seniority list shall sign the board on the third (3rd) regularly scheduled working day. Operators occupying positions numbers 11-20 shall sign on the fourth (4th) regularly scheduled working day. Operators occupying numbers 21-30 shall sign on the fifth (5th) regularly scheduled working day. Operators occupying numbers 31-40 shall sign on the sixth (6th) regularly scheduled working day. Operators occupying numbers 41-50 shall sign on the seventh (7th) regularly scheduled working day. Any additional selections will be made by operators with a maximum of 20 operators signing each regularly scheduled working day until the selection is completed.
- (c) Any operators who fail to sign in accordance with the time limits herein described shall be assigned by the Transportation Director or his/her designated representative. In such event, such operators shall be assigned to the run previously signed by the operators, or the run most similar in shift, route number, and pay time and such assignment will be at the sole discretion of management.

- (d) For the period of time where the structure of the board calls for relief runs, such runs shall be signed on the next regularly scheduled week day that the above section is completed.
- (e) In a selection of Regular Assigned Runs, all runs will be bid. If not bid, assignment will be made by reverse seniority of the operators who have passed the bid board and have not signed piece runs. Operators thus affected will be able to bid on the hold down runs.

**Section 9 - Hold Overs:** Full or part-time operators can be held over, required during their shift, or not later than fifteen (15) minutes after the end of their shift, to extend their shift. Whenever full or part-time operators are held over, they will be paid for the time from the end of their scheduled shift until the end of the hold over. Full-time operators will be paid at one and one-half (1½) times their regular hourly rate of pay. Part-time operators will be paid at their applicable hourly rate of pay, but shall not have their scheduled work week reduced in order to avoid overtime payment.

**Section 10 - Call Ins:** An operator who is called in to perform work at a time other than that for which he or she had previously been scheduled shall receive not less than two (2) hours of work, or in lieu thereof, two (2) hours of pay at his or her applicable rate of pay. This provision does not apply to employees who were previously scheduled for the work or to work that is immediately preceding or immediately succeeding his or her scheduled run.

**Section 11 - Reporting Pay:** If an operator who is scheduled for work reports to work in a timely manner and is not allowed to take a scheduled run out, he or she will be paid for a minimum of two (2) hours at his or her applicable hourly rate. This reporting pay provision shall not apply when the failure to have work available for such reporting employee is due to a power failure, fire, vandalism or natural cause, provided the Employer has made a reasonable effort, under the circumstances, to advise the employee in advance that there would be no work, nor shall it apply when the employee is offered work for such two (2) hour period and he or she refuses to perform the same.

- (a) If the missed work is on a regularly assigned run and other work is not available on that day that is at least equal to the scheduled hours of the run that is not taken out, the Employer will, to the extent practicable, give preference to the employee over other unassigned employees to perform extra work equal to the number of hours missed during the balance of the work week.

**Section 12 - Hold Downs:** When a regularly assigned run is temporarily open for a period of 40 hours or more in a work week, it shall be assigned in its entirety to the full-time operator who is readily available for the work (with the exception of annual leave) with the greatest amount of seniority desiring the same who has not been assigned to a regularly assigned run. When so assigned, such run shall be pulled by him or her until the regular operator to whom it was originally assigned returns to work or until it has been reassigned at a general assignment of runs.

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**Section 13 - Preparatory Time:** All operators, except operators relieving another operator, must report to the dispatcher ten (10) minutes before their runs are due out. Such time shall be used to prepare transfers, check their personal appearance, complete pre-trip inspections, including wheelchair lift operation, and to start the buses. For each run pulled from the Employer's garage the operator shall receive ten (10) minutes preparatory time regardless of the number of vehicles they may pull from the garage in any one (1) day. Each operator relieving another operator shall receive four (4) minutes of preparatory time before the runs are due out. This time shall be used to ensure a smooth transition from one operator to another and to allow the operator to check his or her personal appearance.

**Section 14 - Minimum Pay:** If an operator is scheduled to work other than a regularly assigned run, he or she shall be guaranteed a minimum of two (2) hours of straight time pay for each piece of work, provided that spread time is not applicable and there is more than a one (1) hour break preceding the run. The minimum payment shall not be considered as time worked for the purpose of calculating spread time or overtime compensation.

ARTICLE XXI - WAGE RATES AND OVERTIME PAYMENT FOR  
OPERATIONS DIVISION

Section 1 - Job Classification and Wage Rates: The regular straight-time hourly rate of pay for employees assigned to the Operations Division shall be as set forth on Appendix "A" attached hereto and by this reference made a part hereof. Retroactive wage payments apply only to employees on board at the time this Agreement was approved by the City Commission.

Section 2 - Training Pay: Effective upon the signing of this Agreement all operators shall be paid one dollar (\$1.00) per hour in addition to their regular straight-time hourly rate of pay for all time spent instructing student operators. Management shall determine which operators will serve as trainer.

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Student operators will be assigned to the senior operator on the route who works a minimum of five (5) hours on that route. If no operator works five (5) hours, then the student operator shall be placed with the senior operator who works the most hours. Operators who do not want to be trainers must notify Dispatch of this in writing.

Section 3 - Overtime Pay: All Operating Division employees shall be paid at the rate of one and one-half (1½) times their regular straight-time hourly rate of pay for all time they are required to work in excess of forty (40) hours in any calendar week (Sunday through Saturday).

- (a) Full-time operators assigned by the Employer to work on their regularly assigned day off shall be paid for all work so performed on that day at one and one-half (1½) times their regular straight-time hourly rate of pay.
- (b) For the purpose of determining the point at which time and one-half shall be paid for work performed in excess of forty (40) hours in a work week, any day that was not a scheduled day off for which the employee received pay although unworked (namely, paid vacation, paid holidays, or paid sick leave), shall be counted as time worked to the extent of the number of hours of pay received by the employee for such day.
- (c) There shall be no pyramiding of overtime hours.
- (d) Full-time operators assigned to split runs whose scheduled starting time and scheduled quitting time are more than twelve and one-half (12½) hours apart, shall be paid for all spread time in excess of twelve and one-half (12½) hours of spread time at the rate of one-half (½) times their regular straight-time hourly rate of pay.
- (e) Any regular full-time "regular bid board" or regular full-time "extra bid board" driver who has a normal assigned shift of eight (8) or more hours and works authorized hours in excess of the number of hours he/she is so normally assigned, will be paid overtime at time and one-half (1½) his/her regular base hourly rate for those excess hours worked.

Any regular full-time "regular bid board" or regular full-time "extra bid board" driver who has a normal assigned shift of less than eight (8) hours in a day and who works authorized hours in excess of eight (8) hours in that day will be paid overtime at time and on-half (1½) his/her regular base hourly pay rate for the hours worked that day in excess of eight (8) hours.

An "assigned shift" will be defined for extra board drivers as the hours posted when the weekly schedule is posted.

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MAINTENANCE DIVISION

ARTICLE XXII - WAGE RATES AND HOURS OF WORK PROVISIONS:  
MAINTENANCE DIVISION

Section 1 - Definition of a Work Day: Eight (8) hours of work shall constitute a normal day's work in the Maintenance Division for employees who have selected a five (5) day work week. Ten (10) hours of work shall constitute a normal day's work in the Maintenance Division for employees who have selected a four (4) day work week. All maintenance employees shall be entitled to one-half (½) hour unpaid lunch period at or near the mid-point of their work day. If an employee is required to work during his or her regularly scheduled unpaid lunch period he or she shall be permitted to take such unpaid lunch period as soon as is practicable thereafter. Maintenance Division employees shall be entitled to one (1) fifteen (15) minute break period at or near the midpoint of the first half of their shift and a fifteen (15) minute break period at or near the midpoint of the second half of their shift. It is understood and agreed that the timing of the break may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspects of the job then being performed have been completed.

Section 2 - Minimum Amount of Time Off: All maintenance employees shall be entitled to at least one (1) day off each week.

Section 3 - Job Classifications and Wage Rates: The regular straight-time hourly rates of pay for Maintenance Division employees shall be as set forth on Appendix "A" attached hereto and by this reference made a part hereof.

- (a) Employees hired or promoted into the "A" Class or "B" Class Mechanic positions on or after January 1, 1993, shall be eligible for advancement to the Master Mechanic level upon completion of oral, hands-on, and written tests that have been developed for the Metro Transit System to accurately measure the skills and knowledge of a mechanic. These tests will be developed by an outside contractual vendor to be determined by the City in 1992. The employee will be advanced to the Master Mechanic classification when or she meets the criteria set forth in the preceding sentence. Advancement to this classification shall be accomplished through the system set forth in this subsection and shall not be subject to the bidding process.
- (b) Employees that bid down in the maintenance division will be paid at the top rate of the lower classification.

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Section 4 - Leadperson: For the period of time which an employee is designated by the Employer as being a Leadperson, he or she shall receive a Leadperson's premium of at least fifty cents (50¢) per hour, which shall be added to his or her base hourly rate. It is understood and agreed that an employee will not receive lead pay unless he or she is designated as a Leadperson by the Employer and directs the routine assignment of work among employees assigned to him or her. The designation of Leadperson may be withdrawn at any time by the Employer when, in its judgment, the employee is no longer performing the leader responsibilities.

Section 5 - Overtime Payment: Maintenance Division employees shall be paid at the rate of one and one-half (1½) times their regular straight-time hourly rate of pay for all work they are required to perform in excess of eight (8) or ten (10) hours in any one (1) day (depending on whether they have selected a five (5) or four (4) day work week) or in excess of forty (40) hours in one (1) week, whichever results in the greater amount of pay.

- (a) Maintenance employees assigned by the Employer to work on their regularly assigned day off shall be paid for all work so performed on that day at one and one-half (1½) times their regular straight-time hourly rate of pay.
- (b) For the purpose of determining the point at which time and one-half shall be paid for work performed in excess of forty (40) hours in a work week, any day that was not a scheduled day off for which the employee received pay although unworked (namely, paid vacation, paid holiday, or

paid sick leave) shall be counted as time worked to the extent of the number of hours of pay received by the employee for such day.

- (c) There shall be no pyramiding of overtime hours.

Section 6 - Overtime Allocation: Daily overtime within a classification shall first be offered to the most senior qualified employee within the classification who is working on the shift; provided however that an employee may be required to complete a project at the end of a shift to which he or she is assigned if no more than two (2) hours of overtime work is anticipated. If the senior qualified employee does not desire to work the overtime, the Employer shall repeat the above process with the next senior qualified employee on the shift within the classification. If no qualified employee in the classification on the shift volunteers for the work, the Employer may request volunteers from higher classifications, based on seniority, to perform the work. If no qualified employee volunteers for the work, the Employer can require the least senior qualified employee, within the classification, on the shift, to perform the available work.

- (a) When scheduled overtime (work that cannot be covered by employees scheduled on the shift and known to exist at least 90 minutes in advance) occurs, such work will be offered to employees in the classification by divisional seniority who have signed the weekly overtime list.
- (b) Where scheduled overtime that occurs for Service Lane Attendant classification and no employee in the classification signs to work the scheduled overtime, Management shall offer this scheduled overtime to employees that have signed the overtime list by seniority in the Utility Worker classification. If no qualified employee in the Utility Worker classification accepts the scheduled overtime, the work shall be offered by divisional seniority to other qualified employees who have signed the overtime list.
- (c) If no employee in the classification, where the overtime requirement exists, has signed the overtime list or no employee that has signed the overtime list in the classification accepts the scheduled overtime, the scheduled overtime shall be offered by seniority to other qualified employees who have signed the overtime list.
- (d) If no employees in the classification, where the overtime requirement exists, or other qualified employees who have signed the overtime list accept the work, the Employer will require the least senior qualified employee to perform the available work.

Section 7 - Shift Premiums: ~~Effective upon the signing of this Agreement,~~ Maintenance employees who are scheduled for and work a shift which begins on or after 12 noon shall receive a shift differential of forty-cents (\$0.40) per hour above their regular hourly rate of pay for those hours so worked and a shift differential of fifty-cents (\$0.50) per hour for all shifts which begin on or after 9 p.m. For the purpose of calculating overtime payment, the shift premium will be added to the base rate and multiplied by the appropriate overtime factor.

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Section 8 - Call In: A maintenance employee who is called in to perform work at a time other than that for which he or she had previously been scheduled shall receive not less than three (3) straight-time hours of pay. The employee shall receive premium pay for the time actually worked but his or her total pay for such call-in shall not be less than the equivalent of three (3) straight-time hours of pay. This provision does not apply to employees who were previously scheduled to start work prior to their regular starting time or who may be retained after their regular quitting time nor shall it apply to employees who are called in for periods of less than three (3) hours prior to the start of their shift but who continue to work their regular shift thereafter. The employee shall have a mutually agreed upon time in which to present himself or herself for work after his or her call-in.

Section 9 - Tool Allowance: The Employer agrees to pay employees in any of the Mechanic classifications (Master Mechanic "A", "B", "B-Body" or "C") a tool allowance or reimbursement of \$600.00 per year effective with the signing of this Agreement. Mechanics requesting tool reimbursement must submit paid receipts by November 1, of each year. Mechanics submitting receipts totaling less than \$600.00 will be reimbursed for the value of their receipts and will receive the remainder as a taxable tool allowance. Appropriate payment will be made on or before November 15, to employees permanently

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assigned to the classifications as of September 1. In the event an employee is in his or her probationary period as of September 1, the payment will be made upon satisfactory completion of the probationary period. This payment is in lieu of any responsibility of the Employer to repair or replace tools broken or worn out during the course of work. It is also understood that an employee must have worked at least one day in order to receive the allowance.

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Section 10 - Tool Insurance: The Employer agrees to insure mechanics against loss of their tools due to fire, theft, or other natural causes. The protection shall have a \$350.00 deductible and a maximum benefit payment of \$20,000 (effective with the signing of this Agreement) for each occurrence, provided that all mechanics are required to lock their tools in approved tool boxes or in the secured space provided the space provided. Each mechanic will have a key to the secured area. The payment shall be made on the fair market value of the tools. For such protection to be available, employees must supply the Employer each January with an updated itemized list of their tools and original costs. This list shall reflect any new tools purchased throughout the preceding year, as well as tools sold or removed from use at the Metro Transit System. Employees may videotape their own tools (using own video equipment) to submit to Management instead of a written list of tools. The City reserves the right to verify items listed on the inventory supplied by each employee.

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Section 11 - Shift Preference: Each March, June, September, and December, employees within each classification will be eligible to bid for their preferred shift based upon divisional seniority, to be effective the first Monday in January, April, July, and October. The Employer shall determine the number of employees needed on each shift and each classification and post it at least two (2) week days in advance of the start of the bidding. Employees will have three (3) week days in which to make their selection for preferred shift. The first bid shall be effective the Sunday following completion of the bid procedure and bids that take place in December shall be implemented effective the first Sunday in January. In the event of a regular vacancy in a classification or the number of employees in a classification on a shift must be changed during the year, employees in the classification may exercise their shift preference in order of divisional seniority. Employees with the approval of the Transportation Director or his/her designee may trade shifts, but not for a period of more than four (4) consecutive weeks.

Effective June 30, 2006 the practice of allowing employees in the master mechanic classification to choose the shift they want to work regardless of their seniority no longer applies. The master mechanic work schedule abides by the same language as other maintenance division employees and is bid by divisional seniority.

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#### ARTICLE XXIII - PART-TIME SERVICE LANE

Section 1 - Part-Time Service Lane Attendants: Except as provided herein, and Article XXVI, Section 10 - Monthly Bonus, part-time service lane employees shall not be entitled to any of the economic benefits provided by the current contract agreement.

Section 2 - Sick Leave: Sick leave shall be accumulated at the rate of one-half (½) day for each month of continuous service. Effective January 1, 1996, this section will be replaced by the Annual Leave Program.

- (a) Probationary employees shall not be eligible for paid sick leave during their first six (6) months of employment. If such employee continues in the employment of the Employer after completing six (6) months of employment, he or she shall thereupon be credited with three (3) days of paid sick leave credits which the employee may use in accordance with Article XV.
- (b) Before being eligible to use accumulated sick leave credits, non-probationary part-time employees who promote into the part-time service lane attendant position shall continue in the employment of the Employer for three (3) months. At the end of three (3) months, he or she shall be credited with one and one-half (1½) days of paid sick leave credits which the employee may thereafter use in accordance with the provisions of Article XV.

Section 3 – Annual Leave: Annual leave shall be awarded per Article XI, with the exception that a week of annual leave pay shall equal thirty (30) hours pay at the employee's regular rate of pay at the time the employee takes the annual leave.

Section 4 - Holiday Pay: Holiday pay shall be granted at a pay equal to six (6) hours at their regular hourly rate of pay.

Section 5 - Emergency Leave: The funeral leave benefit shall be limited to a maximum of sixteen (16) hours during three (3) consecutive regularly scheduled working days, and the critical illness benefits shall be limited to six (6) hours.

Section 6 - Uniforms: Uniforms shall be provided as outlined in Article XVII, Section 1 for Maintenance Division employees.

(a) Article XVII, Section 2 - Safety Shoes, shall apply to part-time service lane attendants.

Section 7 - Insurance: It is agreed that part-time service lane attendants may participate in the City's group insurance plan by paying the full cost of such insurance themselves. For those employees who elect to be covered, an authorization, in writing, for a payroll deduction for the insurance premium must be submitted.

Section 8 - Job Bidding: In the event a full-time employee bids down on a Part-Time Service Lane Attendant position and is awarded same, said employee shall retain and be permitted to use any sick or personal leave or vacation time accrued. Non-probationary full-time employees who successfully bid into the part-time service lane attendant position shall continue in the employment of the Employer for three (3) months. At the end of three (3) months, he or she shall be credited with one and one-half (1½) days of paid sick leave credits which the employee may thereafter use in accordance with the provisions of Article XV.

Section 9 - Additional Annual Leave Bonuses: All bonus leave shall be paid at the employee's current rate of pay at the time he or she takes the leave. The bonus leave may be taken as time off or may be submitted for a cash reimbursement. If taken as paid time off, it shall be taken as outlined in Article XII, Section 3 for full-time employees.

(a) Quarterly leave bonus is earned as follows: At the end of each quarter, one (1) hour of annual leave will be added to a part-time employee's annual leave bank, if the employee has not used any leave that was not scheduled more than 24 hours in advance.

(b) Annual leave bonus is earned as follows:

- (1) Any part-time Service Lane Attendant who, as of December 31st, has completed one (1) year of continuous employment and has not been assigned a miss-out shall be entitled to receive during the next calendar year four (4) hours of paid bonus annual leave.
- (2) Any part-time Service Lane Attendant who has not been absent except for paid holiday, critical illness, approved union time off (as defined in Article XII), funeral, or annual leave shall be entitled to eight (8) hours of paid bonus annual leave during the next calendar year.
- (3) Any part-time Service Lane Attendant who has had neither a miss-out nor any absences except as defined in (b) above shall be entitled to sixteen (16) hours of paid bonus annual leave during the next calendar year.

#### ARTICLE XXIV - GENERAL

Section 1 - Bulletin Boards: The Employer will provide a bulletin board in each building in which employees covered by this Agreement regularly work, upon which the Union shall be permitted to post

notices concerning its business and activities. Such notices shall contain nothing of a political, controversial or defamatory nature.

**Section 2 - Management Personnel Performing Unit Work:** So long as an employee is classified as a Supervisor by the City, he or she will not be used to displace regular employees covered by this agreement. This provision shall not be construed to prevent supervisors from performing such work as may be required for the purpose of instruction, supervision, investigation, inspection, or as may be necessary when an employee is absent and other employees are not available or in the case of an emergency. "Other employees are not available" shall be defined to mean that other qualified employees are not available to perform the work without disrupting other necessary work. It is understood that if other employees are available, nothing contained herein shall be construed to prohibit the supervisor from performing such work until such other employees report to perform such work.

**Section 3 - Subcontracting:** Nothing contained in this Agreement shall be construed to prohibit the Employer from subcontracting any work normally performed by bargaining unit employees which, in its judgment, it does not have the available workforce, proper equipment, capacity, or ability to perform or cannot perform on an efficient or economical basis. If the Employer's decision results in the elimination of positions covered by this Agreement, the Employer will notify the Union in writing of this decision. The Union may request to meet with the Employer to discuss the effects of the displacement of the affected employees or present alternatives that would be comparable to the proposed subcontracting.

- (a) This section shall be construed as being subordinate to any restrictions or procedures set forth in any 13(c) agreement then in effect between the Union and the Employer.

**Section 4 - Applicable Laws:** This Agreement shall be subject in all respects to all future and present applicable laws, statutes, ordinances, and regulations of the United States of America, the State of Michigan, and the City of Kalamazoo, Michigan. Should any part of this Agreement or any provisions therein contained be rendered or become or be declared invalid by reason of existing or subsequently enacted legislation or constitutional amendment or by any decree of a court of competent jurisdiction, such part of provisions shall be and become null and void but the remaining portion of this Agreement shall remain in effect.

**Section 5 - Waivers:** The waiver of any breach or condition of this Agreement by any party shall not constitute a precedent for any subsequent waiver or any breach or condition.

**Section 6 - Entirety of Agreement:** This instrument contains the entire agreement between the parties and there are no other or separate agreements other than the agreement pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, either oral or in writing. To the extent applicable, such 13(c) agreement shall supersede this Agreement as long as it remains in effect. The existing 13(c) agreement dated July, 1975, shall be the mutually agreed upon agreement under Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, as and for all grant applications made by the Employer under such Act during the life of this Agreement.

**Section 7 - Employee Notification:** Employees are at all times required to have on file with the Metro Transit System their current address and telephone number. The Metro Transit System will not accept collect calls from employees for any reason.

**Section 8 - ATU Logo:** The Employer agrees to allow the Union to affix one (1) ATU logo sticker to each bus belonging to Kalamazoo Metro Transit.

- (a) Location of the sticker shall be on the panel attached to the stanchion on the right side of the inside of the bus.
- (b) The cost of the stickers and the person to install them shall be borne by the Union.

**Section 9 - License Reimbursement:** Effective February 14, 2004, the Employer agrees to reimburse all affected non-probationary employees who are required to operate coaches one hundred percent (100%) of the cost of renewing their driver licenses. Proof of the renewed license must be presented to the

Employer before reimbursement will be made. The employee must be actually working for the City's Transit System at the time he or she submits proof of the renewal of his or her license.

#### ARTICLE XXV - DRUG AND ALCOHOL TESTS

Section 1 - Requirements: Under the Federal Transit Administration (FTA) regulations, the City is required to test employees who perform safety-sensitive functions for the presence of illegal drugs\* and alcohol under the following circumstances: (1) pre-employment; (2) reasonable cause; (3) post-accident; (4) return to duty; and (5) as otherwise provided for in compliance with FTA regulations. In the event that the U.S. Supreme Court, the Sixth Circuit Court of Appeals, or a Federal District Court sitting in Michigan invalidates part or all of the FTA regulations requiring drug testing, this drug and alcohol testing policy will be modified by the City to comply with the Court's decision.

Minimum stipulated test level necessary for a positive alcohol test is 0.04, or if the federal law requires a level lower than 0.04, then it is agreed that this level must be followed. It is further understood that at no time will the City pay the employee wages for time for which he or she is removed from the job for any violation of the FTA/CDL requirements.

*	Marijuana	100 NG/ML	15 NG/ML
	Cocaine	300 NG/ML	150 NG/ML
	Phencyclidine	25 NG/ML	25 NG/ML
	Opiates	300 NG/ML	300 NG/ML
	Amphetamines	1000 NG/ML	500 NG/ML

If the federal law requires levels different than those listed above, it is agreed that these federally-established levels must be followed.

- (a) Promotional Testing. An individual must pass a drug and alcohol test before he or she can be promoted to a safety sensitive position.
- (b) Reasonable Cause Testing. An employee who performs a safety-sensitive function and who is reasonably suspected of using a prohibited drug or alcohol must be administered a drug or alcohol test, and will be removed from work until a negative test result is obtained. An employee is reasonably suspected of using a prohibited drug or alcohol when two supervisors who are trained in the detection of drug or alcohol use can substantiate specific behavioral, performance, or contemporaneous physical indicators of probable drug or alcohol use.
- (c) Post Accident Testing. An employee performing in a safety-sensitive position who is involved in an accident may be required to submit to a drug or alcohol test, if either vehicle involved is towed away, if any person is transported to a medical facility, or if a fatality occurs. If the drug or alcohol test is positive, the employee will be removed from work. Management has the prerogative of waiving such a test in accordance with FTA regulations.
- (d) Other Testing. Effective January 1, 1996, the City will commence other drug and alcohol testing in compliance with FTA regulations. When an employee is selected for testing, he or she will be sent to the designated collection site for the test. If the drug or alcohol test is positive, the employee will be removed from work. Employees who are selected for testing under this subsection and who are not at work on the day of their selection will not be tested until their next scheduled day of work. A union representative or designee will be present when employees are selected for testing under this subsection.
- (e) Return to Duty Testing. Prior to taking any return to duty test, the employee must provide verification from a Substance Abuse Professional of their ability to return to work. An employee who refuses to take, or does not pass, a drug or alcohol test may not return to a safety-sensitive function and will be discharged, unless within 60 calendar days, the employee passes a drug test as determined by the Medical Review Officer.

An employee who must be tested under this subsection (e) may be administered periodic, unannounced drug tests for up to sixty (60) months after the employee returns to a safety-sensitive function. A second positive test or a refusal to take a test within sixty (60) months of the initial positive test or initial refusal will result in the employee's discharge from employment.

An employee who refuses to take, or does not pass an alcohol test may not return to a safety sensitive function and will be discharged unless within three (3) calendar days, the employee passes an alcohol test as determined by the Medical Review Officer.

- (f) Volunteering for Treatment. An employee who, without being selected for testing, volunteers for and undergoes rehabilitation for a drug or alcohol abuse problem must, as a condition of returning to work, complete the rehabilitation program and pass a drug or alcohol test within sixty (60) calendar days of leaving work for such rehabilitation. The employee will also be subject to the sixty (60) month re-testing program described in subsection (e), except a positive test result during this sixty (60) month period will be treated as a first positive test for purposes of subsection (e).
- (g) Use of Annual Leave, Personal Leave or Unpaid Leave. If, in any of the situations outlined above, the employee is removed from work, he or she will be permitted to use either accrued annual leave, personal leave or unpaid leave subject to the current policies.
- (h) Refusal to Comply. Refusal to comply with an order for a drug or alcohol test will result in discharge from employment. If an employee refuses such an order, a union representative will be present when the order is re-given.
- (i) Rehabilitation. If it is determined by the Medical Review Officer that an employee has a substance abuse problem and needs treatment, any continued employment will be conditioned on satisfactory completion of an approved rehabilitation program (in-patient or out-patient as determined by the Substance Abuse Professional), at a state or federally licensed facility. The employee will be permitted to choose the treatment facility. If on-going counseling sessions are prescribed by the SAP, the employee will be allowed to return to work while attending such sessions, providing all other return to duty requirements are met. Verification of attendance at such counseling sessions must be submitted to the Transportation Director.
- (j) Medical Review Officer. The Medical Review Officer will be selected by the City.
- (k) Payment for Testing Time. Employees required to take a drug or alcohol test will be paid for all time lost from work necessary to complete the collection of the testing sample. If an employee, in order to complete the collection, is required to expend time beyond his or her scheduled work assignment, the employee will be paid for such time.
- (l) Privacy Rights. Test results will be known only to management personnel on a need to know basis. Test results will be securely maintained in a file separate from an employee's personnel file.

ARTICLE XXVI - DURATION

This Agreement shall be in effect from February 14, ~~2007-2010~~ through February 13, ~~2010~~<sup>1</sup>, both inclusive, and from year to year thereafter, except that at the expiration of the contract year or of any renewal thereof, either party may terminate this Agreement by giving notice to the other party of its intention to terminate the Agreement or to negotiate changes in its terms. Said notice shall be in writing and delivered to the other before the expiration of the contract term or any renewal thereof. If such notice is given by either party, it shall also contain an offer to meet and confer with the other party for the purpose of negotiating a new contract.

In the event that the Metro Transit System is sold, assigned, or otherwise transferred to an entity other than the City of Kalamazoo, this agreement will terminate on the effective date of the sale, assignment, or transfer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized officers and representatives this \_\_\_\_ day of \_\_\_\_\_, ~~2009~~<sup>2010</sup>.

LOCAL NO. 1093 OF THE  
AMALGAMATED TRANSIT  
UNION, AFL-CIO

CITY OF KALAMAZOO

\_\_\_\_\_  
Martin Stone  
President

\_\_\_\_\_  
Kenneth P. Collard  
City Manager

\_\_\_\_\_  
Darlene Byrd

\_\_\_\_\_  
Gene Fellings  
Senior Human Resources Advisor

\_\_\_\_\_  
Earl Cox

\_\_\_\_\_  
Tony Givhan  
Operations Supervisor

\_\_\_\_\_  
~~Steve Evans~~

\_\_\_\_\_  
Carmine Lewis  
Administrative & Planning Manager

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\_\_\_\_\_  
Tony Myart

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~~Jerome Post~~Ronald Markan  
Human Resources/Labor Relations  
Specialist~~Director~~

\_\_\_\_\_  
Elvia Wyatt

\_\_\_\_\_  
William J. Schomisch  
Transportation Director

\_\_\_\_\_  
Thomas C. Skrobola



Management & Budget Services Director

**CITY OF KALAMAZOO  
ATU WAGE SCHEDULE**

Classification		(01) Start	(02) 6 mon.	(03) 1 Yr.	(04) 2 Yrs.	(05) 3 Yrs.
T-3 Full-Time & Part-Time Operator	2/14/07	15.12	15.60	16.65	17.00	<del>17.35</del>
	2/14/08	15.31	15.80	16.86	17.21	<del>17.56</del>
	8/14/08	15.50	16.00	17.07	17.43	<del>17.78</del>
	2/14/09	15.66	16.16	17.24	17.60	<del>18.00</del>
	8/14/092/14/10	15.82	16.32	17.41	17.78	<del>18.18</del>
T-8 Master Mechanic	2/14/07	20.27		20.71	21.14	<del>21.57</del>
	2/14/08	20.52		20.97	21.40	<del>21.83</del>
	8/14/08	20.78		21.23	21.67	<del>22.10</del>
	2/14/09	20.99		21.44	21.89	<del>22.32</del>
	8/14/092/14/10	21.20		21.65	22.11	<del>22.54</del>
T-5 Mechanic "A"	2/14/07	19.10		19.53	19.93	<del>20.36</del>
	2/14/08	19.34		19.77	20.18	<del>20.61</del>
	8/14/08	19.58		20.02	20.43	<del>20.86</del>
	2/14/09	19.78		20.22	20.63	<del>21.06</del>
	8/14/092/14/10	19.98		20.42	20.84	<del>21.27</del>
T-4 Mechanic "B" Body Repair Person	2/14/07	18.06		18.39	18.72	<del>19.05</del>
	2/14/08	18.29		18.62	18.95	<del>19.28</del>
	8/14/08	18.52		18.85	19.19	<del>19.52</del>
	2/14/09	18.71		19.04	19.38	<del>19.71</del>
	8/14/092/14/10	18.90		19.23	19.57	<del>19.90</del>
T-6 Mechanic "C"	2/14/07	17.02		17.37	17.71	<del>18.05</del>
	2/14/08	17.23		17.59	17.93	<del>18.27</del>
	8/14/08	17.45		17.81	18.15	<del>18.49</del>
	2/14/09	17.62		17.99	18.33	<del>18.67</del>
	8/14/092/14/10	17.80		18.17	18.51	<del>18.85</del>
T-7 Inventory Control Clerk	2/14/07	16.81		17.17	17.41	<del>17.77</del>
	2/14/08	17.02		17.38	17.63	<del>17.99</del>
	8/14/08	17.23		17.60	17.85	<del>18.21</del>
	2/14/09	17.40		17.78	18.03	<del>18.39</del>
	8/14/092/14/10	17.57		17.96	18.21	<del>18.57</del>
T-2 Utility Worker	2/14/07	13.12		13.33	13.90	<del>14.11</del>
	2/14/08	13.28		13.52	14.10	<del>14.31</del>
	8/14/08	13.45		13.71	14.30	<del>14.51</del>
	2/14/09	13.58		13.87	14.46	<del>14.67</del>
	8/14/092/14/10	13.72		14.03	14.62	<del>14.83</del>
T-1 Service Lane Attendant	2/14/07	10.61		10.82	11.09	<del>11.36</del>
	2/14/08	10.74		10.96	11.23	<del>11.50</del>
	8/14/08	10.87		11.10	11.37	<del>11.64</del>
	2/14/09	10.98		11.21	11.48	<del>11.75</del>
	8/14/092/14/10	11.09		11.32	11.59	<del>11.86</del>

Note: During the training period of the first thirty (30) calendar days of employment, the rate of pay for full-time and part-time operators is forty (40 cents) below the established start rate.

APPENDIX "B"

CITY OF KALAMAZOO

Guidelines for Acceptable Personal Conduct

As with any company or organization, there are certain guidelines for acceptable personal conduct with which employees are required to comply.

Towards that end, the City of Kalamazoo publishes and distributes the following list of such guidelines. The guidelines are not intended to unduly restrict or control employee conduct; rather, they are designed to:

1. Ensure a safe, efficient, effective, and productive work force and environment.
2. Better enable the City of Kalamazoo to maintain and administer fair and consistent corrective discipline for its employees.
3. Serve as protection for all employees.
4. Serve as an information source regarding acceptable personal conduct.
5. Assist in guiding individuals to become well informed, satisfied employees of the City.

This listing shall not substitute or alter any existing terms and provisions or rules and regulations established by Civil Service Ordinances, the administrative code, individual departments, or any Collective Bargaining Agreement entered into by the City of Kalamazoo.

When an employee's personal conduct is deemed unacceptable as per the guidelines, the facts and circumstances surrounding the situation will be thoroughly reviewed. Although discharge is usually undertaken only when an extremely serious violation or series of violations occur, it must be realized that the penalty of discharge may be assessed for first violations of the guidelines listed under Section I below.

Normally, for violations of the guidelines under Section II the employee will be subjected to disciplinary action in accordance with the "Progressive Disciplinary Policy" as set forth and administered by the Human Resources Department. The purpose of progressive discipline is to provide a series of corrective disciplinary actions in an attempt to correct an employee's unacceptable behavior. These disciplinary actions will usually follow a pattern of: (1) verbal warning; (2) a written reprimand; (3) a short suspension; (4) a possible longer suspension; and finally, (5) discharge. Even though there is a Progressive Disciplinary Policy, it must be understood that an employee has no right or guarantee of a specific number of progressive disciplinary steps or that all disciplinary actions shall commence with a verbal warning. The initial discipline applied shall be related to the seriousness of the offense of policy violation and may range from an oral warning to discharge depending on the offense.

The following lists, set forth by the Human Resources Department, are intended to serve as guidelines which depict and divide certain types of unacceptable employee personal conduct into two (2) major subcategories according to the degree of severity.

- I. Any of the unacceptable behaviors contained herein shall, under normal circumstances, result in immediate discharge for the first offense:
  1. Gross or flagrant neglect of duty.
  2. Insubordination - refusal to comply with a direct order from management, unless such order is injurious to employee's safety or health; or disrespectful conduct toward management.

3. Falsification of personnel records, time reports, or other City records and reports.
4. Theft and/or intentional destruction of the City's, the public's, or another employee's property or monies.
5. Sleeping on the job.
6. Drinking, using, being under the influence of, or possession of controlled substances or intoxicants while on the employer's time or premises and during lunch or work breaks.
7. Provoking, instigating, or participating in a fight or physically assaulting another person on employer's time or premises.
8. Soliciting or accepting any fee, gift, or other consideration in the course of or in connection with one's work when such fee, gift, or consideration is given in the hope or expectation of receiving a favor or better treatment than that accorded to other persons.
9. Violation and/or conviction of any criminal or penal statute or enactment that impairs the credibility of the position or the employee's ability to perform the regularly assigned job duties.
10. Carrying any weapon on the employer's time or premises without having first received prior authorization from the City Manager, even if the employee has a legal permit to carry such weapon.

II. Any of the unacceptable behaviors contained herein shall, under normal circumstances, result in the application of progressive discipline described above:

1. Indulging in offensive, threatening, or unacceptable conduct, or using language or gestures intended to offend or harass other employees or the public while on the employer's time or premises.
2. Unsatisfactory job performance.
3. Reporting to work under the influence of any substance, medication, intoxicant, etc. which impairs the ability to satisfactorily perform job duties.
4. Repeated absenteeism and/or tardiness.
5. Violation of any departmental rule or other official regulation, order, or rule of the City, or failure to report knowledge of such activity to the City.
6. Using or threatening to use personal or political influence in an effort to secure promotion, leave of absence, transfer, or change of grade, pay, character of work, or any type of personal advantage or advancement.
7. Inducing or attempting to induce any employee in the service of the City to commit an unlawful act or to act in violation of any departmental rule or other official regulation, order, or rule of the City.
8. Quitting work or leaving the assigned work area without obtaining necessary permission from management.
9. Action which constitutes conflict of interest toward the City.
10. Horseplay.
11. Smoking in unauthorized areas.

12. Vending, soliciting, distributing literature, circulating a petition, or collecting contributions on the employer's time or premises without having received prior authorization from the City Manager or designee.
13. Negligent, careless, or hazardous activities or job performance and/or any conduct or safety violation which endangers the safety of oneself or others.