

6-30-76

AGREEMENT

between

MASS TRANSPORTATION AUTHORITY

Flint, Michigan

and

TRANSPORT WORKERS UNION OF

AMERICA - LOCAL NO. 170

Representing

OPERATORS - MAINTENANCE EMPLOYEES

July 1, 1974

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Michigan State University

JAN 13 1975

Flint, City of Mass Transportation Authority

*Mass Transportation Authority
1701 S. Saginaw St.
Flint, Mich. 48503*

ARTICLES OF AGREEMENT

THIS AGREEMENT entered into by and between the Mass Transportation Authority, Flint, Michigan, hereinafter called the "Authority", Party of the First Part, its successors and assigns, and affiliate Local No. 170 of the International Union, known as Transport Workers Union of America, hereinafter called the "Union", Party of the Second Part, Witnesseth:

ARTICLE I

RECOGNITION

Section 1. The Authority recognizes Local 170 of the Transport Workers Union of America as the duly authorized collective bargaining representative of the non-supervisory operators of buses and the non-supervisory shop employees in the employ of the Authority in the City of Flint, State of Michigan. For the purpose of this Agreement, the word "employee" shall mean said non-supervisory operators of buses and non-supervisory shop employees.

Section 2. Each employee shall, as a condition of employment, be required to maintain his membership in good standing in the Union after the ninetieth (90th) full day following the beginning of such employment or the effective date of this Agreement, whichever is the later.

Section 3. During the first ninety (90) days of his employment with the Authority, each employee shall be considered to be a probationary employee, during which time the Authority may terminate his employment at its discretion by written notice from an appropriate authorized official of the Authority to the employee and the Union.

Section 4. During the term of this Agreement the Authority agrees to check off the amount of initiation fees and dues due the Union from any of its members, who are employees of the Authority, subject to the following condition:

(a) The Secretary of the Union shall furnish the Authority with a list evidencing and certifying the name of its members who are employed by the Authority, as well as the respective amounts to be checked off against each member-employee's wages for dues and fees in the Union.

(b) Such members, or the Union for such members, shall deliver to the Authority partial wage assignments in form as agreed upon, duly executed by such members and covering the aforesaid check-off.

Section 5. The Authority shall have exclusive control of the making of schedules for the operation of the Authority's vehicles, or prescribing the amount of service on individual lines, the frequency of service and the amount of time to be allowed on scheduled runs, shall have the right to hire, promote, discharge and to maintain discipline and efficiency, subject to any limitation in this contract, as well as the right to make and enforce reasonable rules and regulations as to the duties and conduct of the employees not inconsistent with the terms of this contract, including periodic fare and passenger counts, and, in general, all rights and privileges otherwise belonging to either party not herein modified, delegated, or abridged are reserved to the Authority or the Union, as the case may be.

ARTICLE II

SENIORITY

Section 1. Seniority is defined as the length of service of any employee with the Authority. Rights and privileges accruing to employees on the basis of seniority are herein set forth. Operators see Article III and Maintenance Employees see Article XIV.

Section 2. For purposes of reduction in force or lay-off, the following officials of the Union, President, Vice-President, Secretary-Treasurer, and Two (2) Executive Board Members, who are employees, shall be advanced to the bottom of the Active Seniority Roster.

Section 3. A Seniority Roster for Operators and Maintenance Employees shall be posted on bulletin boards to which those employees will have access at all times. Current seniority rosters will be posted on January 1, and July 1, of each year. Any protest of seniority must be made to the Authority within thirty (30) days from the initial date of posting or the roster will stand as correct.

Section 4. Any employee who without providing a satisfactory reason therefore, fails to report for work within three work days after having been notified to do so, or is absent from work for three or more work days without causing the Authority to be notified as to the reason for such absence, shall be considered to have terminated his employment with the Authority. Absence not excused under this section must be acted upon by the authority within seven (7) calendar days of the last date of any such absence.

ARTICLE III

SELECTION OF RUNS

Section 1. Operators shall have their respective places on the board in accordance with their seniority, and shall be entitled to select runs accordingly to the length of their services with the Authority in the manner prescribed in Sections 2 to 10. Selection of runs shall take place during the first full week of September and the first full week of June.

Section 2. When Schedules are posted for the selection of runs, operators will, in order of their seniority, report or designate some person to report in their behalf, to promptly make their selection or leave three (3) or more choices. Any operator not complying with this requirement will be assigned by the person in charge to the first open run.

Section 3. The Union shall place one of its officers in charge of the selection of runs and such officer shall be paid by the Authority a minimum of eight (8) hours and a maximum of sixteen (16) hours worked on such assignment at his regular hourly rate.

Section 4. Schedules may be operated on board mark up the day or days the selection of runs is being made by operators, provided however, they are not so operated for more than three (3) days without selection being made.

Section 5. The board shall be marked up once each day not earlier than nine o'clock A.M., nor later than the time the first regular work assignment is due off, for all runs for the following day. After the board is marked, it shall not be changed except in case of sickness or for the benefit of the service. In such case, the Dispatcher shall notify all operators involved in the changes. The assignment of extra operators to runs shall be in accordance with their seniority for that day.

Section 6. The Authority will revolve the extra board daily. This will be done by revolving the extra board one man daily. Example, today's first extra man will become last man tomorrow. Today's second extra will become first extra man tomorrow. Between these each extra will move up one place. Operators serving a penalty at the bottom of the board will not be included in the revolving of the board.

Section 7. Extra operators will be assigned runs in accordance with their respective positions on the extra board.

Section 8. After a run is open for 28 days (or can be projected to be open for 28 days), because the operator who selected it is unable to work it, the next operator in seniority shall have the right to select this run or to keep the run already selected by him. When the operator who originally selected the run returns to work, he shall have the right to select any run his seniority allows him.

Section 9. Whenever the pay time in a run is changed over fifteen (15) minutes, the operator of the run involved will have the right to select any run his seniority allows within three (3) working days of the pay time change.

ARTICLE IV

CLASSIFICATION OF RUNS AND RUN GUIDES

Section 1. Runs are classified and known as straight, split runs and trippers.

Section 2. A schedule is separated in straight runs, split runs, and trippers. Runs must pay at least eight (8) hours. Fifty two (52) percent of such runs must be completed within twelve (12) consecutive hours. The hours of work shall be as near eight (8) hours as possible, considering the local labor conditions and seasonal variation in service.

Section 3. Schedule trippers, which can be combined into seven (7) or more hours of work, will be considered as runs and pay at least eight (8) hours.

Section 4. In order to prevent misunderstanding and for the betterment of service, when a new run guide is proposed to put into effect and a re-assignment made thereunder, the run guide shall be posted in the driver's room at least seventy-two (72) hours before going into effect, provided however, that this ruling shall not apply in cases where legal requirements or events beyond the control of the Authority necessitate a quicker change. Run guides will be furnished to the Union on request.

Section 5. No run shall have more than one lay-off period from the starting time to the completion of the run. No lay-off period shall be less than forty-five (45) minutes in any run.

Section 6. The number of runs on any schedule determines the number of regular operators, and all such operators who work and complete their runs, except for time resulting from delays caused by breakdown and traffic. Such excess time resulting from these delays will be paid for at the regular rate when it exceeds five (5) minutes.

Section 7. The Authority will endeavor to have at least one extra operator for every three regular runs.

Section 8. Fifteen (15) minutes will be added to runs for the purpose of show up and preparing to operate runs, and check-in after completion of day's work. All operators must report ten (10) minutes ahead of actual scheduled leaving time.

Section 9. Five (5) minutes will be paid for reliefs away from the garage at the beginning or end of runs.

Section 10. When an operator has completed his run at a relief point he shall not leave the bus unattended, but shall notify the Dispatcher immediately and if required, shall make an extra trip for which he shall be paid over-time.

ARTICLE V

OPERATION OF EXTRA BOARD AND EXTRA WORK

Section 1. Extra Operators who are assigned regular runs are considered regular operators for that day, or for the remainder of that day, provided they complete the work assignments.

Section 2. Extra Operators who are available for service six (6) days in any week shall receive a weekly guarantee of One Hundred and Twenty-Three Dollars and Fifty Cents (\$123.50). If extra operators are available less than six (6) days in any week, they shall be credited toward their guarantee one-sixth (1/6) of One Hundred and Twenty-Three Dollars and Fifty Cents (\$123.50) for each day available.

Section 3. Every member of the Extra Board must serve thirty (30) hours on premises, Monday through Friday, six (6) hours per day consecutively. Extra Board will serve during such hours as required to conduct efficient service of the Authority.

Section 4. Any hours spent driving will be deducted from the thirty (30) hours per week. If all other conditions are met there can be a carry-over from day to day. Example: if six (6) hours per day is the practice, eight (8) hours of driving would reduce a subsequent day of standby from six (6) to four (4) hours.

Section 5. Extra Board Operators must work on Saturday.

Section 6. Extra Board non-driving hours will be applied to meet thirty (30) hours per week on the premises - standby assignment.

Section 7. Any driver covering the board on a given day for pre-determined number of hours, will not be paid for those hours if the driver is excused for illness or personal business.

Section 8. The Extra Board Operators must take an assigned piece of work. Example: The first piece of work out must be taken by the first extra operator; the second piece of work out must be taken by the second extra operator and so on. If two (2) pieces of work are out at the same time, the first extra operator has the choice of pieces. Refusal to accept work assigned will result in the operator being discharged.

Section 9. All extra work and Charter work is to go to the extra board whenever possible.

Section 10. Extra operators, who are compelled to take pieces of work that pull out of the garage and return to the garage at the end of the work, will be no less than one (1) hour at the rate set forth by the labor Agreement.

Section 11. Runs relieving away from the garage shall be assigned ten (10) minutes before the last bus, that can get the operator to relief point on time, leaves 13th Street.

ARTICLE VI

DAYS OFF

Section 1. The Authority will place in the offices a book in which operators may register the particular day or days which they wish to get off. Officers and others having business to do for the Union shall be entitled to get off in preference to others, and the Dispatcher shall make a special effort to release them. Said book shall be dated one calendar month ahead.

Section 2. Any operator reporting to the Dispatcher that he is unable to work because of sickness shall be put into the sick book. In order to be returned to service he shall report his recovery to the Dispatcher no later than 11:00 A.M. At this time he shall be returned to service the following day.

ARTICLE VII

LEAVE OF ABSENCE

Section 1.

(a) Any employee who presents satisfactory medical proof to the Authority that he is temporarily incapable of performing his work for the Authority, shall, upon request, be granted such leave of absence for a period not to exceed one (1) month at one time. Seniority shall accumulate during any leave of absence granted under this Section.

(b) Should any employee who has been granted a medical leave of absence, fail to report for duty on the expiration of such leave of absence, the Authority shall make every reasonable effort, including registered mail (to last

known address), to contact such employee, and if after three (3) days beyond the expiration of such leave of absence, the employee then fails to report for duty, he shall be considered to have terminated his employment with the Authority.

Section 2.

(a) Any member of the Union who shall be elected to any office in the Union, International or Union Council, which requires an absence from duty shall, upon retirement from said office, have his respective place in the Authority's employ again with full seniority rights.

(b) Any employee placed by the Authority in a position not covered by this Contract will have ninety (90) days to try working in a supervisory capacity and then after ninety (90) days, should he elect to stay on supervision, he shall then give up all Union seniority rights, and shall be low man in seniority in his particular classification, should he go back to hourly rated work.

ARTICLE VIII

DISCIPLINE

Section 1. Every accident involving a particular driver shall be chargeable against his record if such driver was guilty of any negligence contributing to the particular accident.

Section 2. When an operator misses his run or show-up he shall be placed as last extra for the following day. When he does not show up within two (2) hours after he misses, he shall be placed as last extra for one (1) additional day. When an operator misses twice in thirty (30) days, he shall be placed as last extra for three (3) additional work days; for the third miss he shall be placed as last extra for five (5) additional work days. Penalty days will be served from 6:30 A.M. to 4:00 P.M. No guarantee will apply to penalty days.

Section 3. When any member of the Union is suspended or discharged it shall be the duty of the proper officials of the Authority, on request and within three (3) days, to give the proper officials of the Union, in writing, the reasons for such discharge or suspension.

Section 4. Should the Union desire to investigate the case of a discharged or suspended member, it shall give the Authority notice of its intentions within ten (10) days from the date of suspension or discharge, and failing to do so the matter shall be deemed to be finally closed.

Section 5. Any member of the Union who is laid off for punishment and who, upon investigation, is found not guilty of the violation of a rule or regulation of the Authority, shall be reinstated to his former position and

(a) If he is a regular operator shall be paid for the total number of days that he was laid off. The amount shall be determined by multiplying his hourly rate at the time of lay-off by the number of hours worked on his regularly assigned run by the operator(s) who took his place during the lay-off.

(b) If he is an extra operator, shall be paid for the number of hours that he would have worked except for the lay-off. The amount shall be determined by multiplying his hourly rate at the time of lay-off by the average number of hours per day that he worked in the four (4) full weeks preceding such lay-off.

(c) If he or she is a Maintenance Employee, shall be paid for the time lost at his or her regular rate of pay.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1. Any difference of opinion or complaint thereafter arising involving the treatment of discipline of any employee; the reasonableness or manner of enforcement of any rule; the meaning, effect or application by the Authority of any term of this Contract shall be considered as follows:

(a) The employee and the representative of the Authority may adjust the same informally within three (3) working days of alleged grievable matter.

(b) In the event of failure to achieve such informal adjustment, the Union shall, within ten (10) days of the date of occurrence of grievable matter, have the right to initiate a grievance in writing regarding such difference of opinion or complaint, and such grievance shall first be taken up with the General Manager of the Authority, or his or her duly authorized representative, who shall render his or her decision within ten (10) days.

(c) If the decision of the General Manager or Representative is not satisfactory, it may be appealed within twenty-one (21) days to the Mass Transportation Authority who shall, within thirty (30) days after receiving written notice of appeal from the Union, hear the evidence and determine the appeal.

(d) Such determination shall not be conclusive, but shall have the effect of a recommendation, which if accepted by the Union, shall be binding on both parties. Such acceptance or rejection shall be made by the Union on or before five (5) days from the receipt of such determination.

(e) In the event the grievance is not settled at this point, then the grievance shall be submitted to an arbitrator mutually agreeable to both the Authority and Union. In the event of failure to agree on such arbitrator within ten (10) days, then the matter shall be immediately submitted to the American Arbitration Association who shall elect an arbitrator according to its rules and procedures. The decision of the arbitrator, after a hearing, shall be final and binding on the parties to the dispute.

Authority of the arbitrator shall be limited to the determination of the grievance or grievances submitted, which must arise out of the interpretation, application or operation of the provisions of this contract.

The arbitrator shall not have any authority whatsoever to alter, amend or modify any of the provisions of this Contract.

It is agreed that the expense of arbitration shall be divided equally between the parties hereto, but such divided expense shall not include the individual costs incurred by each part in the preparation and presentation of their respective cases.

(f) The time limits as set forth in the grievance procedure steps above may be extended from time to time, where the circumstances reasonable require, by mutual consent of the parties hereto.

(g) On such occasions the Union may be represented by two or more of its officers or other representatives selected by its Executive Board and the persons so selected shall be considered duly accredited officers of the Union.

Section 2. The Union recognizes that the primary objectives of the Authority in entering into this Agreement is the promotion of orderly and peaceful relations with its employees, and the attaining of efficient and uninterrupted operations of its facilities. To that end, it is agreed that during the term of this Agreement the Union shall not itself engage in, nor shall it authorize its members individually or collectively to engage in any form of strike which has as its objective the obtaining of a modification of this Contract.

Section 3. The Union further agrees that for the duration of this Contract it shall not engage in nor authorize its members to engage in any strike or other work stoppage, or interruption of work, picketing the Authority's property, or interfering with or disturbing the service in any manner contrary to the spirit and intent of this Agreement.

Section 4. The Authority in turn agrees that it will likewise exhaust the grievance procedure as provided.

ARTICLE X

MISCELLANEOUS

Section 1. Operators shall keep the inside of buses in a reasonably neat condition while in operation and will be responsible for closing windows and shutting off all electric switches when leaving buses at the terminal.

Section 2. The Authority will furnish the operators with the necessary change for the transactions of the day's business, it being fully understood, however, that a full accounting must be made at the termination of the day's assignment or any time the Authority calls for it.

Section 3. The Authority shall determine the specifications of uniforms to be worn by the operators. Uniforms will consist of cap, jacket, uniform shirt, tie, belt and uniform trousers of the specified color. Sweater, if worn, will be brown. Shoes will be brown or black. White socks will be allowed at any time. It is understood that any operator having passed his or her probationary period shall be subject to a penalty of five (5) days as last extra for the day, no guarantee, unless he or she reports for work dressed in the full uniform specified.

Section 4. All members of the Union in active service of the Authority and their wives or husbands (including the paid officials of the Union) shall be entitled to free transportation over all lines owned and operated by the Authority. Annual passes for the wives or husbands shall include a photograph furnished by the affected. Any mis-use or loan of a pass will be cause for the Authority to demand surrender of same.

Section 5. The Authority shall provide fully paid, to each employee and dependents, Michigan Blue Cross and Blue Shield as follows:

(a) Comprehensive Hospital, Semi-private, D-45 NM, F and S Riders and Blue Cross and Blue Shield 65 option 2.

(b) MVF-1, F and S Riders, Prescription Drug Program \$2.00 Co-pay, Blue Cross and Blue Shield 65 Option 1, with PD-EL Riders.

The Authority shall provide, fully paid, to each employee, life insurance and dismemberment coverage in the amount of \$6,000 and double indemnity coverage in this amount in the event of accidental death.

(c) The employee can designate a beneficiary on this life insurance coverage by completing the appropriate form in the Employers office and in the event that no beneficiary is designated, the policy will be payable to his or her estate.

The Authority shall provide fully paid, to each employee, sickness and accident coverage that pays a maximum of Eighty (\$80.00) Dollars each week for a maximum of twenty-six (26) weeks. The weekly payment shall commence on the first day of an accident and commence on the eighth day of sickness. The carriers for all fringe benefits will be agreeable to both the Authority and the Union.

Section 6. When a student driver has been hired, the Authority shall select a regular operator from the driver roster, qualified by experience, safety record, passenger relations record, and ability to teach, to instruct the student on the driving of the bus.

This will be done with a bus out of service. The operator being paid his or her assigned run time.

Section 7. It is definitely understood that all weekday and Saturday overtime and charter work will be given out in such a manner that when the provisions of the labor agreement regarding overtime and penalty time are applied, it will be worked by the operator costing the least amount of pay time.

However, in order to assign it impartially among those eligible, the following rules will apply:

All operators interested in working overtime on Saturdays, Sundays and Holidays, also those operators who want to take highway charters and will register their names. A list of these names will be made and assignments for Saturday, Sunday and Holiday overtime and assignments for highway charters overtime will be made from this list. Only those men or women whose name is on this list will be used.

Beginning with the one with the most seniority and continuing in seniority order, the work will be assigned by turn. Each turn must consist of at least four hours work. If work is offered and not accepted, that operator will lose his turn. If an operator's name comes up while he is not available, because of leave of absence, or penalty lay off, he will lose his or her turn. However, if on a Saturday, an operator is next to work overtime and that is his or her Saturday to work regularly, the next operator will be assigned to the overtime, and this operator will keep his or her position for the next assignment.

Section 8. During the term of this Agreement the Authority agrees to check-off deductions for credit union savings or U.S. Savings Bonds for any of its employees covered by this Agreement. Those employees requesting such a check-off shall deliver to the Authority authorized payroll deduction in form as agreed upon, duly executed by such employees and covering the aforesaid check-off.

Section 9. All retired members of the Authority shall be entitled to free transportation over all lines owned and operated by the Authority.

ARTICLE XI

PHYSICAL EXAMINATIONS

Section 1. The Union agrees that all employees covered by this Agreement may be required to take not more than two physical examinations a year for the purpose of determining whether the employee examined is still qualified to perform his or her regular duties from the standpoint of his or her own safety, or that of the public, or the Authority's equipment.

(a) The Authority will pay for such examination which it requires an employee to take. Each employee who has taken or shall be required to take a physical examination will be paid thirty (30) minutes wages at regular rate.

(b) If any employee is found, through such examination, to be physically disqualified to continue to perform his or her regular duties, the Authority shall have the option of finding other work for him or her which he or she can do or of discharging him or her.

(c) If, however, the employee so found to be disqualified by the Authority doctor, disagrees with said Doctor's conclusion, he or she may have himself or herself examined at his or her own expense by any other doctor of medicine of his or her own choice; and if the latter disagrees with the conclusion of the Authority doctor, then the first two doctors shall select a third. The decision of two of the three shall be binding upon the Authority and Employee and expense of the third examination shall be borne equally by the Authority and the Employee involved.

(d) Notwithstanding all of the foregoing provisions, any employee so disqualified shall have the option of going on sick leave up to the maximum time provided for elsewhere in this Agreement before his or her employment with the Authority is terminated, and if the condition on the basis of which he or she was found disqualified shall be found by a subsequent examination, during such sick leave, to have been corrected to the extent that he or she is no longer so disqualified, he or she shall be returned to the work he or she was doing before disqualification.

ARTICLE XII

WAGES

Section 1. Wages to be paid effective July 1, 1974 and continuing through June 30, 1975 shall be PER HOUR and are as follows:

BUS OPERATORS

<u>Duties</u>	<u>Rate Per Hour</u>
Bus Operator	\$4.45
New Bus Operators - 1st 6 months	4.21
- 2nd 6 months	4.33

MAINTENANCE EMPLOYEES

<u>Duties</u>	<u>Rate Per Hour</u>
Lead Mechanic	\$ 4.80
Mechanic "A"	4.65
Mechanic "B"	4.55
General Helper	4.06
Cleaner/Washer	3.94
Janitor	3.77

BUMP AND PAINT EMPLOYEES

<u>Duties</u>	<u>Classification No.</u>	<u>Rate Per Hour</u>
Bump and Paint Employee	1	\$ 4.65

Section 2. Any Maintenance or Bump and Paint Employee starting his or her work day on the afternoon, and on the midnight shifts shall be paid a five (5) cents per hour premium in addition to the above rates of pay.

ARTICLE XIII

PENSION PROGRAM

The Authority will provide, at it's expense, a Pension Program containing the following elements:

- A. Normal Retirement at age 65
- b. A monthly benefit equal to five dollars (\$5.00) per month for each year of service (including seniority credited from City Coach Service) with a maximum benefit of one hundred dollars (\$100.00) per month.
- c. Early Retirement at age 55 with five (5) years in the Plan.
- d. Vesting - Fully vested after ten (10) years.
- e. Disability Benefit - Equal to accrued benefit after ten (10) years.

ARTICLE XIV

COST OF LIVING

A Cost of Living program will be instituted effective July 1, 1975. A six percent (6%) wage increase or whatever the percentage increase in the Cost of Living based on the Consumer Price Index between July 1, 1974 and May 31, 1975, whichever is greater, will automatically be the percentage increase in the base rate of pay as of July 1, 1975.

For example: If the top operator's wage were \$4.45 per hour on July 1, 1974 and the Cost of Living went up ten percent between July 1, 1974 and May 31, 1975, the operator's hourly rate would automatically increase ten percent or 44 cents per hour to a new wage rate of \$4.89 per hour on July 1, 1975.

The Index would be reviewed every Quarter (three months) after July 1, 1975 and whatever Cost of Living increase which might occur would be paid in a lump sum check after the calculations have been computed.

ARTICLE XV

MISCELLANEOUS WAGE PROVISIONS

Section 1. All time worked in scheduled runs in excess of eight (8) hours will be paid for at the rate of time and one-half. The Authority shall minimize, to the extent practicable, the amount of overtime hours and shall further provide equitable distribution of overtime hours to its employees, without compromising its management flexibility.

Section 2. Any operator who works a run and does extra work between the shifts of the run will be paid at the regular rate for the intervening time to the nearest starting or ending time of the run.

Section 3. Any operator who works a run and does extra work after the run is completed, will be paid at regular rate from the time the run is ended to the starting time of the extra work.

Section 4. When a regular operator is assigned work having less pay time than the run selected by the operator, he or she will be paid the difference except when the operator requests this work for his or her accomodation. If this time is in excess of the operator's run, such excess time will be paid at the overtime rate.

Section 5. The Authority will pay a bonus of \$5.00 a day for instructing student operators.

Section 6. Operators will be paid one half hour for making regular accident reports and will be paid at their regular rate of time spent in Court giving testimony regarding accidents, etc., for the Authority. Such requirements shall not work to their financial disadvantage.

Section 7. When the Operator has reported for or been assigned to a run and part of it is cancelled, he or she shall be paid for the full time in the run except when such cancellation is caused by extreme or unusual circumstances that cannot be foreseen or controlled.

Section 8. The Authority shall establish each Friday as pay-day, and employees covered by this Agreement shall be paid accordingly, except that the first pay-day for each employee reinstated or newly hired shall be the second Friday subsequent to reinstatement or hiring.

Section 9. Employees covered by this Agreement who are available for work on NEW YEARS DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, and CHRISTMAS DAY, when so celebrated shall be paid eight (8) hours at straight time provided that the employee is available for work on the scheduled work day preceding and following said holiday. Those employees who do work on any of these six (6) holidays shall be paid straight time for all time worked in addition to the above eight (8) hours. Employees on sick leave, vacation, suspension for cause or not on active roster will be considered not available for work.

Section 10. When an operator has been marked, at the time of marking the board, to a run and it becomes necessary later to cut a whole shift of the run, the operator may be used for other work during this time, provided, however, this work does not begin before the starting time of the shift and does not extend past the ending time of the shift.

If it should do either, then the whole shift worked shall be paid at the overtime rate.

Should just a part of a shift be cut, again the operator may be used for other work during the cut part, and if work begins ahead of starting time of the shift or extends past the ending time of the shift, over-time will be paid on only that part ahead of the starting time or after the ending time.

Section 11. For each local night, Sunday and Holiday charter, providing these charters are for a school athletic event, such as football or basketball games, the operator of the bus shall accept as full payment for the charter time three (3) hours pay at the overtime rate.

Section 12. A One Hundred Ten Dollar (\$110.00) annual uniform allowance is to be paid in two (2) installments, Fifty-Five Dollars (\$55.00) each, the first pay period of September, and the first pay period of May.

ARTICLE XVI

MAINTENANCE EMPLOYEES

Section 1. The work day for maintenance employees shall be one of eight (8) hours worked and shall be completed within nine hours, except when overtime work is required. For his or her eight (8) hour work period, eight hours and fifteen minutes will be paid to the employees. Maintenance employees who work in excess of eight (8) hours in any one day shall be paid one and one-half times the regular rate of pay for all time worked over the eight (8) hours. (It being understood that the extra fifteen (15) minutes of pay shall not be included as overtime.).

A five (5) minute wash-up period will be scheduled ahead of lunch time.

A minimum of maintenance employees will be required to work on Saturdays. The Authority will establish a schedule of off-days.

Section 2.

(a) Maintenance employees will be allowed to change their classification if they are qualified and physically capable to perform the work when there is a vacancy, or when they have been forced from their present classification.

(b) Maintenance employees voluntarily changing their classification will be junior to the other personnel in the new classification. This includes day off and shift preference.

(c) If the rate of pay in such new classification is different from that in the old classification, he or she shall be paid at the rate of the new classification.

(d) Men or women who for any reason are forced from their classification will be allowed to hold their original shop seniority in the new classification.

(e) Maintenance employees in their respective classifications shall be entitled to exercise their classification seniority for shift preference and days off, only except as otherwise provided herein.

(f) Maintenance employees may be required to do work in a lesser classification, but will be paid at their classification rate of pay.

Section 3. An employee in an established shift shall not be required to substitute at straight time on another shift unless the change in shifts shall be of a duration of three (3) or more days.

Section 4. It is the maintenance employees' responsibility to notify the Authority prior to their reporting time when they cannot report for work as assigned. Information should be given their Supervisors as to the reasons for absence, and when they may be expected to report ready for work. All maintenance employees being absent on account of sickness or other reason will notify his Supervisor twenty-four (24) hours or more ahead of his scheduled assignment, that he is returning to work as assigned.

Section 5. In order to promote cleanliness in the garage, the Authority agrees to pay all of the costs of supplying two (2) changes per week of rental coveralls for each maintenance employee.

Section 6. A tool allowance of five dollars (\$5.00) per month will be paid to Maintenance Personnel who are classified as "Lead Mechanic", "Mechanic A" or "Mechanic B" payable January 1, 1975 and July 1, 1975.

ARTICLE XVII

VACATIONS

Two weeks (80 hours pay) paid vacation for all members of Local 170 who have two (2) or more years of seniority with the Company and one (1) week

(40 hours pay) paid vacation for all members of Local 170 who have one (1) year seniority with the Company. It is further agreed that paid vacations MUST be taken. One twelfth (12) of eligible vacation time will be earned for each calendar month the employee is paid one hundred and twenty (120) or more hours. Vacation time off will count toward time worked.

ARTICLE XVIII

SAFETY

Section 1. Each operator regardless of seniority shall receive in addition to all other compensation hereinbefore specified, a cash bonus of Five Dollars (\$5.00) for each calendar month during which he or she shall have been paid for one hundred twenty (120) or more hours and shall have no accident chargeable against his or her record for such calendar month. Payment to be based on the calendar year.

Section 2. Each Maintenance employee, regardless of seniority, who is required by his or her work to drive Authority buses or trucks shall receive in addition to the above, a cash bonus of two (\$2.00) dollars for each calendar month during which he or she shall have no accident chargeable against his or her record for such calendar month. Payment to be based on the calendar year.

Section 3. The Union shall appoint three (3) of its members to a committee that shall meet as required with representatives of the Authority. It shall be the purpose of this committee at such meetings to review accidents, any schedule question that might be current and discuss matters of mutual concern relating to employee relations. The Authority will pay the work time lost by these attending members, not less than a day's pay, without said committee members being required to do other work on such day.

ARTICLE XIX

MODIFICATION OF CONTRACT

This contract may be modified by mutual agreement of the Authority and the Union. Proposed changes to this Agreement must be submitted in writing for consideration and action by the Authority and the Union.

Modifications agreed upon by the parties to this contract shall have immediate effect.

ARTICLE XX

TERMINATION OF CONTRACT

This Agreement shall continue in force and be binding upon the parties hereto until June 30, 1976, and thereafter until terminated by at least sixty (60) days written notice given by one party to the other, either on or after May 2, 1976. Proposals for a new Agreement effective July 1, 1976 may be submitted by either party in writing at any time prior to five (5) days before May 2, 1976 and negotiations for the purpose of arriving at a new Agreement effective July 1, 1976 shall begin during the period from five (5) days before, to five (5) days after May 2, 1976, and shall continue expeditiously and in good faith on the part of both parties until a new Agreement is reached or this Agreement is terminated, whichever occurs first.

MASS TRANSPORTATION AUTHORITY

TRANSPORT WORKERS UNION OF AMERICA
LOCAL NO. 170

s/Robert H. Gillow
Chairman

s/James A. Graham
President

s/Peter Anastor
Vice-Chairman

s/Major Fuller
Vice-President

s/Michael L. Kiefer
Secretary-Treasurer

s/Lucious T. Lipford
Secretary-Treasurer

s/Joseph Parco
Representative International Union

Date Signed: _____

Effective: July 1, 1974