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9/30/99

AGREEMENT

BETWEEN

**THE CITY OF JACKSON
TRANSPORTATION AUTHORITY**

**AMALGAMATED TRANSIT UNION
LOCAL NO. 1095**

TERM OF AGREEMENT

OCTOBER 1, 1996 THROUGH SEPTEMBER 30, 1999

Jackson, City of Transportation Authority

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AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Jackson Transportation Authority, (hereinafter the AUTHORITY) and Local No. 1095 of the AMALGAMATED TRANSIT UNION, (hereinafter the UNION).

WITNESSETH:

That the parties hereto contract and agree as follows:

ARTICLE 1 PURPOSE & RECOGNITION

SECTION 1

The general purpose of this Agreement is to set forth the 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 AUTHORITY and its employees. Recognizing that the interest of the community and the job security of the employees depends upon the AUTHORITY'S ability to continue to provide proper service to the community, the AUTHORITY and the UNION, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

SECTION 2

The AUTHORITY recognizes the right of its employees to bargain collectively through representatives of their own choice, and recognizes the UNION as the exclusive bargaining representative of all its employees covered by this Agreement. Jurisdiction of the UNION and the appropriate unit for collective bargaining are defined as embracing all operating, maintenance and utility employees included within the classification of employees as set forth in the wage sections of the Agreement. For the purposes of this section, to bargain collectively is the mutual obligation of the AUTHORITY and the UNION and to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

(a) When the term "employee" is used in this Agreement, it shall mean an individual coming within the scope of this Agreement.

ARTICLE 2 MANAGEMENT

SECTION 1

The AUTHORITY agrees to review and deliberate its existing and future policies and procedures with a UNION appointed panel at least 30 days before implementation, except in cases of emergency,

where a meeting between the AUTHORITY and two people designated by the UNION President shall be held a minimum of forty-eight (48) hours prior to implementation.

(a) The AUTHORITY will continue to exercise the exclusive right to set its policies; to manage its business in the light of experience, good business judgement and changing conditions; to determine the qualifications for and to select its managerial and supervisory forces; to determine the number of its employees it will retain in its services at any time; and to make reasonable rules and regulations governing the operation of its business and the conduct of its employees.

SECTION 2

The management of the business of the City of Jackson Transportation AUTHORITY is vested exclusively with the AUTHORITY. Except where expressly abridged by a specific provision of this Agreement, the AUTHORITY shall retain the full right to plan, direct and control the operation of the business; to hire employees of its own selection; to determine the qualifications for and to select its managerial and supervisory staff, to discipline, suspend or discharge employees for proper cause; to require employees to observe reasonable AUTHORITY rules and regulations not inconsistent with the provisions of this Agreement; to change methods of operating procedure; to determine the number and starting times of shifts and the number of hours and days of work for all employees being as fair and equal as is reasonably possible for all full-time employees; and to maintain, extend, curtail or terminate the operation of the AUTHORITY. The above enumerated functions shall in no way be deemed all inclusive but are merely examples of management rights and responsibilities belonging solely to the AUTHORITY.

SECTION 3

The CITY OF JACKSON TRANSPORTATION AUTHORITY, as a public transportation provider, strongly believes in the provision of its transportation services in a safe environment for both the public and Authority employees. As such, the AUTHORITY will endeavor to incorporate safety as a priority in all phases and aspects of its daily operations. Public safety, as well as employee safety, will be foremost in the development and implementation of policies, procedures, services and related activities.

ARTICLE 3 EMPLOYEE COOPERATION

SECTION 1

The employees shall work at all times to the best interests of the AUTHORITY; they shall perform efficient service in their work; they shall operate and handle the AUTHORITY's vehicles carefully and with utmost regard for the safety of the passengers, the general public and the equipment; they shall operate and handle AUTHORITY vehicles at all times in full compliance with the policies, procedures and regulations of the AUTHORITY, city ordinances, federal and state laws; and they shall give the riding public courteous and respectful treatment at all times to the end that the AUTHORITY's service may improve and grow. The employment of any employee shall be subject to termination when he accepts employment by another employer or employers, whenever, in the opinion of the management, such employment is not in the best interest of the AUTHORITY.

SECTION 2

Employees who are required to operate vehicles and/or equipment shall be trained before the use of such vehicles and/or equipment.

(a) Such training is mandatory and notice of the dates and times of such training will be issued a minimum of 48 hours before such training shall be held.

ARTICLE 4 NEGOTIATIONS

SECTION 1

It is mutually agreed that all business contemplated by this Agreement shall be transacted between the properly accredited officers or agents of the AUTHORITY and the regularly elected officers of the UNION or duly appointed committee thereof if requested by Local No. 1095.

SECTION 2

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

SECTION 3

Only members of the UNION who are actively employed as operators, maintenance, or utility employees of the AUTHORITY may represent the UNION in its dealing with the AUTHORITY; however, nothing in this section shall be construed so as to prevent a member of the INTERNATIONAL organization of the UNION from representing or accompanying local representatives of the UNION.

SECTION 4

The AUTHORITY agrees to furnish copies of this Agreement to the UNION officers and provide a copy for the driver's room and a copy for the mechanic's room.

SECTION 5

Questions and concerns put to the AUTHORITY by the UNION President or his/her designee shall be submitted in writing to the AUTHORITY. Within ten (10) days of such submission, the AUTHORITY shall respond to the UNION President or his/her designee in writing.

SECTION 6

Questions and concerns put to the UNION by the AUTHORITY shall be submitted in writing to the UNION President or his/her designee. Within ten (10) days of such submission, the UNION President or his/her designee shall respond to the AUTHORITY in writing.

ARTICLE 5 UNION SECURITY

SECTION 1

The AUTHORITY and the UNION respectively hereby declares that the National Labor Relations Board, under date of September 30, 1948, has certified unto each of them that the UNION has qualified itself under the conditions of the Labor-Management Relations Act, 1947, 29 USCS

§ 1 et.seq. as amended, and the Public Employment Relations Act, as amended, to enter into a union security agreement with the AUTHORITY as the same is defined and permitted by said Act.

SECTION 2

The AUTHORITY agrees that the UNION may maintain a bulletin board for its exclusive use in the driver's lounge.

SECTION 3

On the ninetieth (90) day following their date of hire, or as soon thereafter as their respective application for membership made on or before such day shall have been accepted by the UNION, and as a condition of employment, all employees coming within the scope of this Agreement shall become and remain members of the UNION during the period covered by this Agreement; provided, however, that:

- (a) The UNION shall not cause, or attempt to cause the AUTHORITY to discriminate against an employee, or potential employee, in violation of any Federal, State, or local law, regulation, or ordinance, and
- (b) The UNION shall not cause or attempt to cause the AUTHORITY to discriminate against an employee with respect to whom membership in the UNION has been denied or terminated on any grounds other than failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the UNION.
- (c) The parties agree that there is no UNION protection for any disciplinary or termination action by the AUTHORITY during any newly hired employee's probationary period.

SECTION 4

Non-discrimination clause - the parties specifically agree that all provisions of this Agreement shall be applied in accordance with applicable law to all employees in the bargaining unit without regard to race, creed, color, national origin, religious affiliation, age, sex, or member/non-membership in any labor organization.

ARTICLE 6 **CHECK OFF OF MEMBERSHIP DUES**

SECTION 1

The AUTHORITY agrees that upon presentation of an employee executed Wage Assignment Authorization and Directive form furnished by the UNION, the AUTHORITY will withhold from each pay period thereafter, the regular membership dues of UNION members from any available wages earned and due and payable to any such UNION members and shall transmit those collected funds to the Financial Secretary of the UNION at the end of each month.

- (a) Provided, (1) that the Assignment, Authorization and Directive of each member be written and executed as a separate instrument, and (2) that an exact copy of any such Wage Assignment, Authorization and Directive be furnished to each member of the UNION at the time the member signs and executes the same.

ARTICLE 7
PROBATIONARY PERIOD

SECTION 1

The grave responsibilities imposed upon the AUTHORITY as a common carrier necessitate the employment of persons who are fit to perform the services for which they are employed. To that end, all individuals coming within the scope of this Agreement shall be on probation for a period of one hundred twenty (120) days from the date of successful completion of training. Such probationary period will constitute a trial period during which the AUTHORITY is to judge the ability, competency, fitness, and other qualifications of individuals to do the work for which they are to be employed. Such probationary individuals shall have no rights under this Agreement, and the AUTHORITY may discharge them for any or for no cause at any time and its right to do so shall not be questioned. The UNION shall not assert or present any grievance on behalf of any such probationary individual because of any matter or occurrence whatsoever falling within such probationary period.

SECTION 2

On or before the expiration of the ninetieth (90) day after the date of hire, each probationary individual must apply for membership in the UNION. The UNION shall have the right to accept or reject such application.

ARTICLE 8
DISCIPLINE OF EMPLOYEES

SECTION 1

The following shall be deemed proper cause for discharge:

(a) Possession or use of intoxicants or narcotics (other than prescribed by a doctor), or possession of firearms or other dangerous weapons (other than utility knives) while on duty, on AUTHORITY property, or in an AUTHORITY vehicle; misappropriation of AUTHORITY funds or property; theft of AUTHORITY property; disclosing AUTHORITY information or giving access to AUTHORITY records, supplies, or equipment without authorization; willful destruction or waste of the AUTHORITY's supplies or equipment, or use of AUTHORITY facilities, supplies or tools for personal business without authorization; speeding or reckless driving of AUTHORITY vehicles; excessive preventable accidents with AUTHORITY vehicles, sexual harassment, discrimination of any type, repeated sleeping while on duty; insubordination, fighting, wrestling, or engaging in horseplay while on duty, on AUTHORITY property, or in an AUTHORITY vehicle; engaging in violent, quarrelsome, illegal, dishonest, insubordinate activity while on duty; continual substandard job performance, repeated failure to complete required reports accurately, falsification of reports; repeated failure to clean up work area and/or tools; repeated negligent use or storage of AUTHORITY tools and equipment; tampering with fare boxes or vaults; continual reporting late for work, excessive absenteeism, leaving work before quitting time, or extending a break without authorization; changing work shifts or days off without authorization; conducting personal business on AUTHORITY time without authorization.

(b) Holding a valid, unrestricted chauffeur's license and the appropriate Commercial Drivers License (CDL) designation and endorsements shall be a condition of employment. If, at any time, this condition is not met, the AUTHORITY shall have the right to terminate employment or otherwise discipline said employee, including placing said employee on probation in a non-driving work assignment, if such is available and the employee is qualified for the assignment. The AUTHORITY shall reimburse employees for costs incurred under the requirements of this section.

(c) A conviction on a charge involving any impaired operation of a motor vehicle will be considered a dischargeable infraction and the AUTHORITY Shall have the right to terminate employment or otherwise discipline said employee, including placing said employee on probation in a non-driving work assignment, if such is available and the employee is qualified for the assignment.

(d) The above enumerated acts shall be deemed proper cause for discharge; however, these acts shall not be deemed all inclusive, and instead are merely examples of what shall be deemed proper cause for discharge or other disciplinary actions.

SECTION 2

Before any charges are preferred by the AUTHORITY against its employees for violation of its rules or because of other offenses, the AUTHORITY will initiate a meeting with the employee by written notice to the employee and the UNION which details the infraction for which disciplinary action may be taken, the employees right to UNION representation, and the date of the meeting with management. Such notice shall be given within ten (10) days, excluding Saturdays, Sundays, and holidays, after any such alleged violation or offense has been made known to one of the supervisory staff of the AUTHORITY or its designee. If, at said meeting, a resolution is not reached, the AUTHORITY will serve the employee and the UNION in writing, within forty-eight (48) hours, excluding Saturdays, Sundays and holidays, with any disciplinary action being taken. Upon notification of the employee and the UNION in writing, the employee will be considered served, and shall not be required to sign and date the notification.

Any violation of the rules of the AUTHORITY pertaining to the handling of fares, or drug and alcohol related infractions, shall not come within the scope of the foregoing provisions of this section. Any penalty assessed must be assessed and served within thirty (30) days or the penalty is null and void.

SECTION 3

Any employee who has been disciplined, suspended or discharged for the violation of any of the rules of the AUTHORITY or because of other offenses, shall have the right to have his/her case taken up as hereinafter provided in Article 10 "Grievances and Grievance Procedures". Such grievance must be filed with the AUTHORITY within ten (10) days of the written notification of the violation and disciplinary action. If it is found and mutually agreed to by the UNION and the AUTHORITY that such employee shall be reinstated or any disciplinary action rescinded, the employees record will be cleared of the infraction and the employee shall be paid for all time lost through such suspension or discharge. Such employee shall be paid at his/her regular straight time hourly rate of pay or such other lesser amount as may appear to be just. Any wages, unemployment benefits, or compensation received by said employee whether from another employer or self-

employment during the period he is out of service due to his/her discharge, shall be deducted from the amount he/she would have earned had he/she worked, in determining the employee's loss of earnings. No award shall ever exceed the loss in earnings as determined above. SECTION 4

SECTION 4

If an employee is charged with an offense involving the mishandling of fares, the misappropriation of the AUTHORITY's funds, or under the influence of drugs or alcohol, neither such charge nor any discipline meted out in connection therewith shall be subject to the grievance and arbitration procedure provided for in this Agreement unless the grievance or demand for arbitration in such cases be accompanied by the signed authorization of the employee involved releasing the AUTHORITY from any liability and authorizing the AUTHORITY to submit any and all information and facts pertaining to the case to whomsoever they concern.

SECTION 5

The AUTHORITY agrees to schedule disciplinary days off (Hereinafter penalty days) within thirty calendar days of the offense. If such penalty days are not scheduled within that period of time, the penalty days will be considered served. If an employee whom is serving a penalty day is required to work on that penalty day, the penalty day will be considered served.

SECTION 6

Past records of employees may be considered for disciplinary purposes, unless said records are predated more than thirty six (36) months from the date of the alleged offense.

ARTICLE 9 TERMINATION WAGES

SECTION 1

The AUTHORITY and the UNION agree that employees who resign, retire, or are discharged are entitled to accrued or pro-rated vacation pay and sick pay.

- (a) Employees who have signed authorization forms for deduction of wage advances or other compensation which is owed to the AUTHORITY will have such outstanding amounts owed deducted from their accrued vacation pay and/or other final compensation.

ARTICLE 10 GRIEVANCES AND GRIEVANCE PROCEDURES

SECTION 1

A grievance is defined to be:

- (a) Any controversy between the AUTHORITY and the UNION as to any matter involving the interpretation or application of the terms of employment as set forth herein, and
- (b) Any controversy between the AUTHORITY and the UNION as to whether any employee suspended or discharged for violation of any rule of the AUTHORITY or the commission of some other offense is guilty of such violation or offense.

(c) Any controversy between the AUTHORITY and the UNION filed on behalf of the entire UNION body by the ATU Local 1095 President.

SECTION 2

In the settlement of grievances under the terms of this Agreement, the following procedures shall be observed:

First: No grievance shall be entertained or considered unless it is presented in writing with the specific Article and Section of the Contract which is alleged to have been violated cited in the grievance, unless such grievance is for a controversy not a specific part of the Contract.

(a) Within ten (10) days after the written notification of disciplinary action, suspension or discharge of any employee for violation of a rule of the AUTHORITY or for any other offense.

Second: Any grievance presented in a due and timely manner as provided above shall be taken up by the officers of the UNION and a designated official(s) of the AUTHORITY within ten (10) days after the AUTHORITY receives such grievance.

(a) Within ten (10) days thereafter, such grievance shall be resolved, or arbitration shall have been demanded as hereinafter provided.

(b) If not so settled, and if arbitration shall not have been so demanded by either the AUTHORITY or the UNION, such grievance shall be forever barred and extinguished.

Third: In the event that a grievance or request for arbitration is withdrawn, the matter shall be considered concluded and may not be refiled.

SECTION 3

Saturdays, Sundays and holidays shall be excluded in calculating the time limits specified.

SECTION 4

In cases of dispute between the UNION and the AUTHORITY and/or the AUTHORITY and an employee involving discipline, be it verbal, written warning, suspension, demotion and or discharge, regarding the collective bargaining agreement, past practices, or personnel policies and procedures, the UNION and/or the employee may request arbitration as identified within this Article. Such request for arbitration shall constitute a complete waiver of any other right(s) OF action against the AUTHORITY.

(a) In cases of dispute involving discrimination or unfair labor practices, the UNION and/or the employee shall have the right to submit the case to the appropriate city, state, and/or federal agency and/or to litigate the matter.

ARTICLE 11
ARBITRATION AND ARBITRATION PROCEDURES

SECTION 1

In the event either the UNION or the AUTHORITY shall have demanded of the other in written form that a grievance be submitted to arbitration as herein provided, the following procedure shall be observed:

First: Within ten (10) days after one party shall have duly served a demand for arbitration upon the other party, each party shall:

- (a) Appoint one person to serve as its member of a Board of Arbitration.
- (b) Notify the other party of such appointment in writing.

Second: The two arbitrators so appointed by the AUTHORITY and the UNION shall meet and endeavor to settle and determine the dispute within ten (10) days of a mutually agreed to meeting date. If a settlement is not reached between these two arbitrators, they shall then promptly proceed to the selection and appointment of a third and impartial arbitrator who, when so selected and appointed, shall act as chairman of the Arbitration Board as so finally constituted.

SECTION 2

If one of the arbitrators named by the parties hereto dies, resigns, or for any reason is unable to act, the party appointing him/her shall name his/her successor within five (5) days after such death, resignation or withdrawal. If it shall become necessary to appoint a successor for the third and impartial arbitrator, such a successor shall be selected in the same manner as the original third and impartial arbitrator was selected. Any such successor arbitrator shall act with the same power and authority as though originally appointed.

SECTION 3

The Board of Arbitration shall meet, organize and conduct all its proceeding at Jackson, Michigan, at such time as may be mutually agreed upon by the said Board of Arbitration and the respective parties hereto, and shall thereafter continue to meet on every day that it is practical for them to meet until all of the evidence and arguments have been received and heard. The Board of Arbitration shall establish its own rules and procedures not inconsistent with the terms of this Agreement.

SECTION 4

The decision of a majority of the Board of Arbitration shall become final and binding on the parties to this Agreement when delivered to them in writing.

SECTION 5

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

SECTION 6

An award to an employee who is found to have been wrongfully discharged shall never exceed the employee's loss of earnings. An employee's loss of earnings shall be determined by deducting any wages, unemployment benefits or compensation received by the employee from another employer or from self-employment during the period he/she was out of service due to his/her suspension or discharge, from what he/she would have earned had he/she not been suspended or discharged.

SECTION 7

Saturdays, Sundays and holidays shall be excluded in calculating the time limits herein specified.

ARTICLE 12 **STRIKES AND LOCK-OUTS**

SECTION 1

The UNION agrees that during the life of this contract there shall be no sympathetic strike for any outside cause or grievance, and in the case of disagreement or dispute between the AUTHORITY and the members of the UNION, the AUTHORITY agrees that it will not lock out the members of the UNION, and the UNION agrees that they will settle all grievances as provided in this contract.

SECTION 2

If AUTHORITY and/or UNION personnel believe that crossing another union's picket line may be a safety issue, the AUTHORITY will provide escort personnel for such crossing.

ARTICLE 13 **SENIORITY AND BENEFITS**

SECTION 1

Seniority shall begin on the date of hire, and shall be determined by the length of continuous service. When more than one employee is hired on the same date, the date and time on the employees employment application form shall prevail in determining the employees seniority position.

Section 2

A newly hired full-time employee's benefits, with the exception of health, life, dental, and short-term disability benefits, and any newly hired part-time employee's benefits, shall not be used or be payable until successful completion of their probationary period. Once the newly hired employee has successfully completed the probationary period, they may utilize available benefits in accordance with the pertinent sections of this contract.

SECTION 3

When a part-time employee promotes to full-time, those part-time benefits which were already accrued at the time of promotion to full-time are carried forward. Full-time benefits begin accruing as of the date of promotion.

SECTION 4

Employees may not hold seniority in more than one department of the AUTHORITY. Seniority may not be transferred from one department to another, except for lay off purposes as identified under SECTION 6 (a) of this ARTICLE 13.

SECTION 5

For the purposes relating to seniority, three departments of the AUTHORITY shall be recognized; the Operating department, Maintenance department and the Utility department. Operators shall be deemed to be employed in the Operations department, mechanics shall be deemed to be employed in the Maintenance department and utility employees shall be deemed to be employed in the Utility department.

(a) The AUTHORITY agrees to keep posted in an accessible place an up-to-date seniority list showing the name and seniority status of its employees by department and classification as follows:

Operations Department:	(i) Substitutes	(ii) Part-Time	(iii) Full-Time
Maintenance Department:	(i) Mechanics		
Utility:	Utility		

SECTION 6

Employee seniority shall be the determining factor as follows:

(a) Lay Offs - Lay offs will initiate with the lowest seniority employee within any department or sub-department. Only in case of a lay off may an employee transfer or bump from one department to another. In a lay off, hire date shall determine seniority position without regard to department or classification.

(b) Work assignments - Work will be assigned or chosen within each department and/or classification by seniority except in the case of a full-time operator as identified under SECTION 7 of this ARTICLE 13.

(c) Classifications within the Operations Department.

SECTION 7

When part-time operators promote to full-time, the date of promotion to full-time shall establish the employee's date for run selection on the full-time board.

SECTION 8

Full-time and/or part-time operators who voluntarily move down in classification will receive benefits in accordance of the classification and/or full-time or part-time level to which they have moved. Seniority date (hire date) shall determine seniority within the new classification.

(a) Benefits time shall be prorated at the time of the classification change at the rate of 1/12th of the annual amount for each full month remaining of the current contract.

SECTION 9

Seniority rights and the employment relationship shall be terminated for the following reasons:

- (a) If the employee voluntarily quits.
- (b) If the employee is discharged for proper cause pursuant to ARTICLE 8.
- (c) If the employee is absent for three (3) consecutive work days without providing the AUTHORITY with a reasonable excuse. All of the language in this provision shall be deemed applicable to, but shall not be limited to; failure to return from lay off following receipt of the recall notice, failure to return from work related disabilities, non-work related illness, vacation or leave of absence.
- (d) If an employee is not recalled by the AUTHORITY within twelve (12) consecutive months following lay off.

SECTION 10

If a member of the UNION is promoted to management, the employee shall have a ninety (90) day period during which the employee may return, or be returned, to the employee's former UNION position without loss of seniority.

SECTION 11

The seniority of all employees as presently established shall be deemed to be correctly established as of the effective date of this Agreement.

SECTION 12

The AUTHORITY agrees to post all management and non-management job openings on a bulletin board as they become available.

ARTICLE 14 **OPERATOR PROMOTIONS**

SECTION 1

All operator promotions shall be reviewed by a committee of three (3) AUTHORITY and three (3) UNION representatives as appointed by those bodies.

SECTION 2

Mutually agreed to operator criteria will be utilized to assess the qualifications for promotion of individual operators from one classification to another.

SECTION 3

If the AUTHORITY and UNION fail to mutually agree to a qualified candidate, seniority will be the final and binding factor for the determination of promotions.

SECTION 4

If the AUTHORITY and the UNION agree that no current employee is qualified according to established criteria, full-time operators may be selected from outside applicants.

ARTICLE 15
LEAVES OF ABSENCE

SECTION 1

The requirements of the Family and Medical Leave Act of 1993, as amended, shall be recognized and followed as established by the federal government and included into AUTHORITY policy.

SECTION 2

An employee may be granted a discretionary leave of absence without pay for a period of time of not less than thirty (30) days and not more than sixty (60) days. Applications for such discretionary leave must be in writing to the AUTHORITY and must identify the specific reasons for such a request and the duration of such discretionary leave. Granting of any such discretionary leave is solely the decision of the AUTHORITY, and any subsequent approval shall be in writing to the requesting employee and the union, stating the specific dates of commencement and expiration of the discretionary leave.

SECTION 3

Approved discretionary leave of absence shall not be considered as time worked or as time of service within the meaning of any provision of this Agreement. Therefore, no benefits shall be paid or shall accrue, including seniority date, while on a leave of absence. Benefits may be purchased at the full cost of any such benefit during the leave of absence.

SECTION 4

Employees who wish to return to work must demonstrate any necessary qualifications for the work under the then existing employment standards of the AUTHORITY. Qualified employees shall be reinstated in the department and job of original assignment at the time that the discretionary leave of absence was granted, except in cases where vacancies, new positions or changes have been made during the period of their absence which affects their right to such a position, in which event such employees shall be allowed to exercise their seniority rights.

SECTION 5

An employee who misrepresents any facts or submits false evidence in applying for a leave of absence, shall be subject to disciplinary action up to, and including discharge. Further, any employee who does not return from a discretionary leave of absence on or before the date specified in the discretionary leave of absence approval form may be terminated.

ARTICLE 16
SICK/PERSONAL DAYS AND RETURN TO WORK POLICY

SECTION 1

Sick/Personal Days: During each year of this Agreement, a full-time employee shall be entitled to six (6) sick/personal days (48 hours) as follows:

- (a) Full-time employees shall receive a maximum of thirty-two (32) paid sick/personal hours and sixteen (16) un-paid sick/personal hours per contract year. Said paid sick/personal hours shall be at the employees straight-time hourly rate of pay.

(b) Part-time employees shall receive a maximum of eight (8) paid sick/personal hours and forty (40) hours of non-paid sick/personal hours per contract year. Said paid sick/personal hours shall be at the employees straight-time hours rate of pay.

1) Sick/Personal time may be used for any reason, however, employees who falsify illness or the reason for the use of benefit time may be subject to discharge. Sick/Personal time must be used for short term appointments, family illness or employee illness, etc. Hours of absence which exceed an employees available benefit time will result in the application of the "Absence and Lateness Policy".

2) Substitute Drivers who fail to perform in excess of 24 hours of scheduled work will be assessed unexcused hours and shall be subject to the terms of the "Absence and Lateness Policy".

3) Employees who have unused sick/benefit time remaining from the current fiscal year must exercise one two options:

- (i) Receive current wage rate for all unused sick/personal hours.
- (ii) Carry forward into the next contract year up to sixteen (16) sick/personal hours and be paid for any other remaining sick/personal hours.

4) It is agreed that written or verbal excuses (Doctor's or otherwise) will not be required in regard to the use of sick/personal time. If an employee has utilized all available sick/personal time, unexcused hours will be assessed per the "Absence and Lateness Policy".

5) Long-Term Illness: Employees who are required to miss work due to an extended injury or illness must submit to AUTHORITY officials a form (provided by the AUTHORITY) and completed by the attending physician. If it is determined by the attending physician that the injury or illness will result in missed time which qualifies for coverage under the AUTHORITY short-term disability package, no hours of absence will be assessed, unless the employee has called in as unavailable for scheduled work. In that event, that day's scheduled work hours will be applied against the employees available sick/personal hours or addressed by the "Absence and Lateness Policy".

6) If the physicians evaluation is not considered to be accurate, or if the AUTHORITY so chooses, the employee may be required to submit to an examination by a physician chosen by the AUTHORITY. If there is a disagreement between the two physicians, a third disinterested physician shall be appointed. The conclusions of the three physicians shall be considered and a final determination shall be made by AUTHORITY officials.

SECTION 2

SICK PAY ABUSE; Any employee found to have abused sick pay benefits by falsification, misrepresentation or otherwise shall be subject to disciplinary action, including discharge. The AUTHORITY may make an investigation of a employee's sick leave which it deems necessary and may require a certificate from a doctor, approved by the AUTHORITY, or other evidence of bona fide disability. The AUTHORITY may also require an employee to be examined by a physician selected by the AUTHORITY at AUTHORITY expense to verify the illness.

SECTION 3

Pregnancy: Any full-time female employee covered by this Agreement who becomes pregnant may take sick leave when her physician so requests and may also return to work (subject to the terms of this contract) when her doctor indicates she is ready to do so. The AUTHORITY may at any time request a statement from the employee's doctor or the AUTHORITY's doctor as to the advisability of the employee's continuing or returning to work. Disability benefits will be according to State and Federal law.

SECTION 4

The AUTHORITY will require that employees who are on physician ordered sick leave or worker compensation medical leave to have an AUTHORITY provided form completed by the attending physician which will identify work restrictions or limitations. Depending upon and within the documented work restrictions or limitations, the AUTHORITY may require the employee to perform "Light Duty Work" if available.

(a) Full-time employees on short-term disability who are required to perform "Light Duty Work" will be guaranteed forty (40) hours of paid work per weekly pay period.

(b) Employees on workers compensation medical leave who are required to perform "Light Duty Work" will be guaranteed one hundred percent (100%) of their total straight time wages for hours worked. The employees non-worked hours will be compensated at the established Workers Compensation benefit.

SECTION 5

Members of the UNION who are elected or appointed as an officer of the UNION which requires absence from service to the AUTHORITY shall be granted time off without pay and without loss of seniority to attend to the duties of such offices. A request for a "UNION Duty" time off must be requested on the UNION Duty Absence Request form which shall contain the reasons for the absence and shall include the dates and/or times which the UNION officer(s) will be absent from, and will return to work and available information regarding the UNION function being attended. The form will be given to the Operations or the Maintenance Director.

SECTION 6

Available sick/personal days will be prorated for new hires and where promotion occurs or employees move from one classification to another.

ARTICLE 17

PHYSICAL EXAMINATIONS AND INSURANCE

SECTION 1

Medical Examination: Shall be required at or about the time of hiring, as well as annually. The AUTHORITY may also request medical examinations at such other times that it may deem necessary in the light of existing circumstances.

(a) The examination required by the this section shall be made by a licensed physician designated by the AUTHORITY, or at the employees election and own expense, such examination may be made by a licensed physician of the employee's selection. All such

examinations and the conclusions of the physician with respect thereto, must be reported on forms established by the AUTHORITY. The cost of all examinations made by the examining physician designated by the AUTHORITY shall be borne by the AUTHORITY.

(b) As a condition of continued employment with the AUTHORITY, the above described medical examination must not show any physical or mental disability of an employee which would render them unable to perform their normal duties.

(c) If an employee elects to have a required medical examination made by a physician of his/her own selection, and if for any reason the AUTHORITY is not satisfied with such examination, then the AUTHORITY 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 AUTHORITY 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 AUTHORITY shall disagree with those of the physician selected by the employee involved then the two examining physicians shall agree upon and appoint a third qualified, licensed and disinterested physician for the purpose of making a further medical examination of the employee involved, and the findings and conclusions of a majority of the three (3) examining physicians shall be final and binding upon the parties hereto. The expense of the employment of such third medical examination shall be paid by the AUTHORITY.

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

SECTION 2

The AUTHORITY will provide, with employee co-payment, hospitalization insurance with a carrier of its choice, for full-time employees, their spouses and eligible dependents. Eligible dependents is extended to dependents up to 25 years of age if the dependent is either a full-time student or is otherwise eligible to be claimed as an dependent on the employees current tax filing form under the Internal Revenue Codified tax law. The plan including eligible dependents up to age 25 is defined as "Family Continuation Plan".

(a) Any new full-time employee shall be eligible thirty (30) days following his/her date of full-time employment or as provided by the terms of the contract with the insurance carrier.

(b) Employee co-payments for health insurance coverage for this contract year will be as follows:

(i) Individual Plan	\$ 6.50 per week
(ii) Two Person Plan	\$13.50 per week
(iii) Family Plan	\$18.00 per week
(iv) Family Continuation	\$20.95 per week

(c) Part-time employees, at their option, may elect to receive the hospitalization and/or dental coverage on a 50/50 co-payment of their premium cost after completion of their probationary period.

SECTION 3

The AUTHORITY will provide, at its expense, the following benefits:

1. Life Insurance of \$15,000.00 (SECTION 4)
2. Short-term Sick & accident benefits of \$225 per week (SECTION 5.)
3. Forty (40) hours of disability pay (SECTION 6.)
4. Dental insurance (SECTION 7)

SECTION 4

The AUTHORITY will provide, through a carrier of its choice, life insurance benefits in the amount of \$15,000 for all full-time employees. New, full-time employees shall be eligible either thirty (30) days following his/her effective date of full-time employment, or as dictated by the terms of the life insurance contract. Full-time employees who reach their seventieth (70) birthday shall be eligible for fifty percent (50%) of such life insurance, or other amount as established by the terms of the insurance policy.

SECTION 5

The AUTHORITY will provide, through a carrier of its choice, to full-time employees, short-term sick and accident benefits in the amount of \$225.00 per week, for a maximum of twenty-six (26) weeks for non-work related sickness or injuries. Eligible injuries are payable from the first day of the injury. Benefit weeks for illness began after a seven (7) day waiting period. Full-time employees shall be eligible for such coverage thirty (30) days following his/her date of full-time employment or as otherwise provided for by the terms of the insurance policy.

SECTION 6

Employees shall receive up to forty (40) hours of disability pay at the employees regular rate of pay for work related illness or injury which are not covered for loss under workers compensation if less than seven (7) work days are missed.

SECTION 7

Dental insurance shall be provided By the AUTHORITY, through a carrier of its choice, for all full-time employees, their spouses and eligible dependents. Such dental insurance shall carry limits not to exceed 100% of Preventative Care costs; 50% of Restoration costs; 50% of Prosthetic Appliances. Said coverage is with a fifty dollar (\$50) per person deductible. Maximum benefits shall be as established in the contract with the dental insurance carrier. New, full-time employees shall

be eligible either thirty (30) days following his/her effective date of full-time employment, or as dictated by the terms of the dental insurance contract. Part-time employees are also eligible to receive these dental benefits with a 50/50 co-payment of monthly premiums upon completion of their probationary period.

SECTION 8

If an employee has other hospitalization or dental insurance available to them, the AUTHORITY will require coordination of benefits consistent with State of Michigan law.

SECTION 9

Employees who elect, at their option, not to receive medical or accident and Hospitalization Insurance through the AUTHORITY shall be paid One Thousand Dollars (\$1,000.00) per annum, at the anniversary of the Medical or accident and hospitalization policy.

SECTION 10

An employee who is injured while on duty and requires immediate medical care shall be provided with transportation to a hospital or doctor's office as requested by the employee. If the attending physician advised the injured employee in writing to go home, the employee shall be paid for his/her full scheduled hours of work for the day of the injury.

(a) Nothing in this section shall provide for the AUTHORITY to disregard transportation or medical advice of trained medical staff attending to the injured employee.

ARTICLE 18 **DRUG TESTING**

SECTION 1

The AUTHORITY shall conduct drug and alcohol testing pursuant to federal, state and local laws and regulations including but not limited to pre-employment, post-accident, reasonable suspicion, return-to-duty testing, follow-up testing, and random sampling. Random testing of safety sensitive employees shall be at a maximum of fifty percent (50%) annual rate for drugs or as federally mandated) and twenty-five percent (25%) for alcohol. Said percentage is applied against the total number of AUTHORITY safety sensitive employees on any given date during the contract term.

(a) Frequency of such testing shall be at the discretion of the AUTHORITY over the contract period. All such testing will be performed by certified testing laboratories. Positive test results will require corrective action up to and including discharge in accordance with the applicable federal, state and local laws and regulations and within the established AUTHORITY "Controlled Substance and Alcohol" testing program.

ARTICLE 19 **VACATIONS, HOLIDAYS, INCLEMENT WEATHER DAYS**

SECTION 1

All full-time and part-time employees, upon the completion of one (1) year continuous service with the AUTHORITY, shall be entitled to vacation as follows:

VACATION SCHEDULE

Period of Full-Time Employment	Paid Vacation Days
1 year	7 days
2 years	11 days
4 years	15 days
6 years	19 days
8 years	21 days
10 years	22 days
15 years & over	25 days

VACATION SCHEDULE

Period of Part-Time Employment	Paid Vacation Days
1 year	3.5 days
2 years	5.5 days
4 years	7.5 days
6 years	8.5 days
8 years	10.5 days
10 years	11 days
15 years & over	12.5 days

SECTION 2

To be eligible for a full annual vacation accrual, employees must have worked at least 1,840 hours (88.5%) of their scheduled work time during the previous twelve (12) month period.

(a) When an employee has not fulfilled the hours of work eligibility, their vacation hours will be prorated by calculating the percent of hours actually worked of their scheduled work hours and multiplying that percentage times the vacation benefit they would have otherwise been eligible.

(b) No hours shall be credited for use of any benefit time beyond that of utilized vacation time.

SECTION 3

It is agreed that for all vacation periods, the said eligible employee will be paid eight (8) hours at their straight-time hourly rate.

SECTION 4

The selection of vacation periods shall be determined in accordance with seniority for the period of January 1 through March 1 of each year. After March 1st, the vacation will be approved on a first come first receive basis upon a minimum of one weeks prior notice. Individual vacation periods shall be agreed upon by the UNION and the AUTHORITY; however, the AUTHORITY shall have the exclusive right to determine the number of employees in each department and shift who can be spared at any particular time.

SECTION 5

Vacation time must be taken within the twelve (12) month period following the employee's anniversary date, with no more than a maximum of twenty-five percent (25%) of the employees vacation time, pursuant to the schedule under SECTION 1 of this ARTICLE, to be carried forward from one anniversary year to the next with approval of the employees department head.

SECTION 6

Employees who have in excess of ten (10) vacation days may, at their option, sell those excess days back to the AUTHORITY at 8 hours per day at their straight time rate. Employees with ten (10) or less vacation days shall not have this option.

SECTION 7

All full-time employees covered by the provisions of this contract shall receive holiday pay for their regularly scheduled hours for the day the holiday falls on, at their straight-time hourly rate for the following holidays each year: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King Day (Floating Holiday). Veterans shall be granted Veterans Day as an additional personal paid holiday. An employee's birth date shall be a personal paid holiday at the employee's regular pay. To be eligible for any holiday or birthday, an employee must be employed by the AUTHORITY as of that date. If an employee's birth date falls on a scheduled non-working day, the personal holiday may be taken as a floating holiday during the following work week.

(a) Part-time employees will be paid four (4) hours at the straight-time hourly rate for the same holidays as a full-time employee provided that the part-time employee has worked a total of twenty-five (25) hours during the thirty (30) calendar day period prior to the holiday.

(b) All employees must work their scheduled work day before and after the holiday to be eligible to collect holiday pay.

(c) Night shift employees will be scheduled from 11:30 a.m. until 8:00 p.m. for the scheduled shift prior to the Christmas and the New Years holiday.

(d) The AUTHORITY will make every attempt to not schedule Bus Operators after 6:30 p.m. on Christmas Eve, dependant solely upon passenger or contract service requirements.

(e) Employees required to work on a scheduled holiday shall be paid for their regularly scheduled hours for the specific day which the holiday falls, at their straight-time hourly rate, and time and one-half (1½) for hours worked on the holiday.

(f) The AUTHORITY agrees to post a sign-up sheet for employees who wish to work holidays. Holiday work will be rotated by seniority.

SECTION 8

All full-time employees of the AUTHORITY shall receive up to three (3) days off with pay if needed for a death in the immediate family of the full-time employee. The immediate family shall be defined to mean: spouse, mother, father, sister, brother, daughter, son, grandparents,

grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepchildren, step-parents of the full-time employee.

(a) All part-time employees of the AUTHORITY shall receive up to three (3) days off if needed for a death in the immediate family of the part-time employee. Wages paid will be for four hours for each benefit day. The immediate family shall be defined to mean: spouse, mother, father, sister, brother, daughter, son, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, step-children, step-parents of the part-time employee.

(b) Employees shall, at their option, receive an additional three scheduled work days off with pay in the event of the death of a spouse.

(c) If an employee's deceased immediate family member lives more than 500 miles away from the employee's residence, an additional two (2) days off without pay will be granted.

SECTION 9

Employees will be compensated at their regular rate of pay for scheduled hours lost, beyond the control of the employee, due to inclement weather.

(a) Previously scheduled benefit time shall still be assessed those employees having scheduled such benefit time.

SECTION 10

If periodic program closing by contracted service programs result in reduced need for those operators who perform those runs, the affected operators shall not be required to report for work unless special training or educational programs have been scheduled by the AUTHORITY.

(a) Affected operators may not refuse work which is assigned by the AUTHORITY as long as such assigned work shall not exceed the total hours of the regularly scheduled run.

ARTICLE 20 **FREE TRANSPORTATION**

SECTION 1

All employees, their spouses, and children of the employees less than eighteen (18) years of age or otherwise meeting the Federal income tax dependent status, shall be entitled to transportation on the AUTHORITY's regularly scheduled routes without charge, provided however, said right of transportation may be revoked at any time in the sole and absolute discretion of the AUTHORITY.

ARTICLE 21 **ACCIDENT/INCIDENT REPORTS**

SECTION 1

Any accident/incident in any way related to the operation of AUTHORITY owned vehicles, however apparently insignificant, and all disturbances and ejections shall be fully, properly and completely reported immediately to dispatch, by employees concerned, and followed by a written

report of such accident/incident, upon report blanks supplied by the AUTHORITY. Such reports shall be made and delivered during the day of such accident/incident or other occurrences if possible, and if not, reports must be made within twenty-four (24) hours of the accident/incident or other occurrences and shall be prepared in conformity with the AUTHORITY's rules. Failure to properly report and submit such occurrences may result in disciplinary action up to and including discharge.

SECTION 2

Any operator who after submitting a full, complete and proper report as aforesaid is required to appear at the office for additional report or examination, shall be paid for time actually used at their regular straight-time rate of pay.

SECTION 3

Operators who are required to complete accident/incident reports shall receive a maximum allowance of thirty (30) minutes at their regular straight time hourly rate of pay unless such report preparation causes an employee to exceed forty (40) hours within any work week. If report preparation causes an employee to exceed forty (40) hours, the employee shall receive one and one half times their regular hourly rate for the time required to complete the report.

ARTICLE 22 **UNIFORMS AND TOOL ALLOWANCE**

SECTION 1

It is agreed by the UNION that the operators, maintenance and utility employees will wear the type of uniform designed and/or designated by the AUTHORITY.

SECTION 2

Operators shall receive uniform allowance in accordance with the following schedule:

- (a) Full-time operators shall receive Two Hundred Fifty and no/100 Dollars (\$250.00) uniform allowance for the Contract term.
- (b) Part-time and substitute operators shall receive three (3) uniform shirts and three (3) uniform pants for each year of the Contract term. Part-time operators who are promoted to full-time operators within six (6) months of receiving their part-time uniform allowance shall receive the difference in cost between their part-time allowance and the full-time uniform allowance in effect at the time of the promotion to full-time operator.
- (c) All operators shall keep their uniforms in clean condition at all times.
- (d) Uniforms purchased by the AUTHORITY shall remain property of the AUTHORITY. In the event of cessation of employment, the AUTHORITY may exercise its right of retention of said uniforms.

SECTION 3

To promote safety and uniformity within the garage, the AUTHORITY will provide clean rental uniforms at a co-payment cost of Two and no/100 Dollars (\$2.00) per week, per mechanic and utility employee. The uniforms shall consist of five (5) shirts and five (5) pants per week. At the

employee's option, five pants and five shirts per year will be purchased by the AUTHORITY and the employee shall be responsible for cleaning of said uniforms.

SECTION 4

Boot And Coat Allowance: Full-time mechanic and full-time utility employees shall receive up to One Hundred Seventy and no/100 dollars (\$170.00) reimbursement per contract term for safety shoes/boots. It is understood that safety shoes shall be a requirement at all times while on duty. Said full-time employees shall also receive up to Sixty and no/100 Dollars (\$60.00) coat reimbursement per contract term. Any part-time maintenance employee shall receive \$85.00 for one pair of safety boots and \$60.00 for one coat per year.

SECTION 5

Tool Allowance: Full-time mechanics shall receive a Three Hundred and no/100 Dollars (\$300.00) tool allowance per contract term.

SECTION 6

Safety Glasses: Employees required to wear AUTHORITY approved safety glasses will be provided with one (1) pair of standard safety glasses or one (1) set of tempered lenses per year by the Authority.

SECTION 7

Hard Hats: Employees required to wear AUTHORITY approved hard-hats will be provided with one hard-hat by the AUTHORITY. Said hard-hats shall remain the property of the AUTHORITY.

ARTICLE 23 **COURT ATTENDANCE**

SECTION 1

In case a full-time employee covered by this Agreement is required by the AUTHORITY to appear in court or at inquests as a witness or otherwise in a case involving the AUTHORITY he/she shall be paid the difference between the compensation he/she would have received if he/she had worked and any sum or sums actually received as court fees. In the event he/she is required by the AUTHORITY to appear in court as aforesaid at a time when he would not be performing his/her regularly assigned duties, he/she shall be paid for all time so spent at their regular straight time hourly rate of pay.

SECTION 2

In case of a full-time employee being summoned to serve on a jury, the AUTHORITY will pay the difference between statutory allowance and the wages lost.

ARTICLE 24 **REDUCTION IN PERSONNEL - RE-EMPLOYMENT**

SECTION 1

When necessary to reduce the regular force of operators, maintenance or utility employees, layoffs shall be in the inverse order of seniority.

SECTION 2

When regular forces of operators, maintenance or utility employees are increased, former employees of the AUTHORITY who were laid off in accordance with the provisions of SECTION 1 of this ARTICLE shall be offered re-employment in the reverse order in which they were laid off, provided that this Agreement or any renewal, amendment or extension thereof is still in effect and no more than one (1) year shall have elapsed since their layoff.

SECTION 3

In the re-employment of persons in accordance with SECTION 2 above the following procedures shall be followed:

First: The AUTHORITY will attempt to notify each person to be re-employed to report for work by registered U.S. Mail (return receipt requested) or by telegram. Such letter or telegram shall be directed to the last known address of such person, and a copy thereof shall be furnished to the UNION. By so doing, the AUTHORITY shall have discharged its notice obligations under this ARTICLE. Employees who were laid off must keep the AUTHORITY and the UNION supplied with a corrected and up-to-date mailing address or risk forfeiture of their seniority and reemployment rights hereunder.

Second: Persons so notified to report for work must report for work within ten (10) days after date of mailing of letter or transmitting of telegram or lose their seniority and re-employment rights hereunder.

ARTICLE 25 **RUNS - OPERATOR DEFINITIONS**

SECTION 1

A regularly assigned run is work selected by an operator in accordance with his/her seniority and assigned to him/her for an extended period during selection and assignment of regularly scheduled runs. All other pieces of work shall be classified as extra work.

SECTION 2

Operator classifications shall be defined as the following:

(a) Operators who have sufficient seniority to select and who are assigned to regularly scheduled runs during an assignment or "pick" of runs are defined as full-time operators. Full-time operators are guaranteed forty hours of work at their straight time hourly rate and at least one day off per calendar week.

(b) Part-time operators are considered extra operators who are required to perform extra work as assigned. All part-time operators may request one day off per calendar week, or two half days at the discretion of AUTHORITY as long as such time off does not result in the payment of overtime wages.

(c) Substitute operators are considered extra operators whom shall be utilized only in the event that other operators are not available for extra work, or in order to prevent the payment of overtime wages.

ARTICLE 26
ASSIGNMENT OF RUNS

SECTION 1

All regular assigned runs shall be posted for selection approximately every ninety (90) days or as often as deemed necessary by the AUTHORITY or as requested by the UNION. Should there be a change in run schedules materially affecting the hours and compensation of any full-time operator, then and in that event, a new selection of runs shall be posted for bid. In the event a run becomes vacated between sign-up periods for six (6) weeks or more, a new selection of runs shall be posted for bid and shall become effective within a maximum of one (1) week.

SECTION 2

When in the judgment of the AUTHORITY an employee is not capable of handling a run selected by him/her, the AUTHORITY shall have the right to make a change. However, in such an event, the AUTHORITY will, prior to change, discuss the matter with the duly authorized representatives of the UNION.

ARTICLE 27
THE EXTRA LIST AND EXTRA WORK

SECTION 1

All operators shall respond to calls made upon them for extra work when necessary, but no extra work will be assigned to full-time operators when part-time and/or substitute operators are available for such work. Before using a substitute operator the AUTHORITY shall make a reasonable effort to assign work to part-time operators (if available). However, the AUTHORITY may offer assignments to substitute operators before placing any part-time operator in an overtime position. No part-time operator may refuse assigned work.

(a) If an overtime assignment becomes available, it will be assigned to operators who have indicated their willingness to work such overtime by placing their name on the overtime list posted on the bulletin board in the AUTHORITY'S driver lounge. Such overtime shall be awarded in the following order:

- 1) Full-time operators
- 2) Part-time operators
- 3) Substitute operators

SECTION 2

Operators may be assigned by the AUTHORITY to protect against the failure of operators to show up for their assigned work. When assigned such work the operator shall be identified as the "Show" operator, and is required to fulfill any assigned work. The first "show" operator on report shall exercise his/her preference for any available run or piece of work.

SECTION 3

When a regular assigned run is to be temporarily open for a period of six (6) weeks or less, the next assignment of runs, it shall be assigned to that part-time operator who has the greatest seniority. When so assigned, such run shall be pulled by him/her until the full-time operator to whom it was originally assigned returns to work or until it has been reassigned at a general

assignment of runs. However, the AUTHORITY reserves the right to change a part-time operators schedule if assignments will result in the payment of overtime wages.

SECTION 4

If more than one (1) regularly assigned run becomes temporarily open at the same time, the preference of the extra operators assigned thereto in accordance with this Article shall be established by seniority.

SECTION 5

Shift changes will be allowed with approval from the Operations Director and concurrence between both affected individuals.

SECTION 6

Operators who are assigned to Charter work shall not be required to physically handle charter payments. Clients are to be instructed to place any such charter payment in the vault or lock box of the vehicle.

ARTICLE 28 **REQUESTED TIME-OFF AND MISS-OUTS**

SECTION 1

When a sufficient number of competent operators are available to do their work, full-time and part-time operators shall be permitted to request time off, provided they secure permission for requested time off from the dispatch at least one week in advance of the time their assigned duties are scheduled to start. Dispatch will approve or deny requests by 5:00 p.m. of the day during which the request was made providing that such vacation request are made by 12:00 noon of that day. If such vacation request are not made by 12:00 noon the request will be approved or denied by 5:00 p.m. the following day. Operators may not request time off more than thirty (30) days prior to the time they wish to take off. Part-time or substitute operators shall not be deemed to be available in cases where the use of said operators would require the payment of overtime or other penalty time by the AUTHORITY.

- (a) Approved or denied time off must be identified and dated on the same request slip.

SECTION 2

A "miss-out" is defined to be each failure of an employee to report for duty within five minutes following the posted start time and at the proper place at which their assigned duties are scheduled to start.

- (a) An operator who has "missed-out" as defined above is required to report to the dispatch within thirty (30) minutes after their assigned duties were scheduled to start. Such operator shall be available for such work as may be assigned.

- (b) An operator whose "miss-out" continues for more than sixty (60) minutes without reporting as required under item (a) of this Section will be considered to be absent and be subject to the terms of the "Absence and Lateness Policy"

(c) An operator who, due to illness or other reasons is unable to report for duty as scheduled is required to contact dispatch thirty (30) minutes before their scheduled on duty time. (Operator scheduled for duty before 6:15 a.m. must call by 5:45 a.m.) Failure to do so will result in a charged miss-out.

SECTION 3

Operators who "miss-out" are subject to the "Absence and Lateness" policy.

SECTION 4

The AUTHORITY may waive a "miss-out" whenever, in its opinion, a reasonable excuse for such "miss-out" exists.

ARTICLE 29 **SHOW OR ON-CALL OPERATORS**

SECTION 1

A minimum of one (1) hour and thirty (30) minutes shall be paid for any run worked. Such time worked shall be paid at either the regular or the overtime rate as applicable.

(a) A "show" operator who is required to report to protect the board and shall receive one (1) hour pay at their applicable hourly rate provided they do not catch a run or other work. The first "Show" operator on report shall exercise his/her preference for any available piece of work.

(b) Operators who are required to call in for potential assignments shall be eligible for one (1) hour pay at the individuals applicable hourly rate.

ARTICLE 30 **TIME ALLOWANCES**

SECTION 1

All operators shall receive an allowance of ten (10) minutes at their regular hourly rate of pay as preparatory time for inspection of equipment with reference to cleanliness, defects, etc.

SECTION 2

All operators shall be entitled to a "grace" period of not more than five minutes following the posted start time of his/her assigned duties before considered a "miss-out."

SECTION 3

Any split-shift (fixed-route) operator whose duties conclude at the transfer center shall not be paid for time transporting from the transfer center to the Administrative offices unless required to drive an AUTHORITY vehicle from the transfer center to the administrative offices. It is recognized that the shuttle bus which is available for the operators to ride from the transfer center to the administrative offices is provided for the operator's convenience and that operators are not required to return to the administrative offices.

ARTICLE 31
WAGE RATES AND CLASSIFICATIONS

SECTION 1

All employees who have successfully fulfilled their probationary period as of the effective date of this contract will receive wage increases in their classification wage rate as follows:

- (a) Operators - Five percent (5%)
- (b) Utility - Five percent (5%)
- (c) Mechanics - Twelve percent (12%)

SECTION 2

During the contract term, the straight-time base hourly rates of pay shall be as follows:

(a) OPERATORS - Progressive rates of pay shall be:

- 1) First 90 days @ \$11.30 per hour.
- 2) Second 90 days and thereafter @ \$11.62 per hour.

(b) MECHANICS - Progressive rates of pay shall be:

- 1) First 90 days in classification @ \$11.94 per hour.
- 2) Second 90 days and thereafter if not State Certified @ \$12.47 per hour.
- 3) Third 90 days and thereafter if State Certified in Diesel Engine Repair (H.D. Truck), Brakes and Braking Systems (H.D. Truck) Electrical Systems (H.D. Truck) @ \$13.42 per hour.
- 4) After third 90 days if State Certified as Master Heavy Duty Truck Mechanic @ \$14.00 per hour.
- 5) The AUTHORITY and UNION agree that a State Certified Master Mechanic may be started at other than the lowest rate.

(c) UTILITY - Progressive rates of pay shall be:

- 1) First 90 days in classification @ \$10.66 per hour.
- 2) Second 90 days in classification and thereafter @ \$11.29 per hour.
- 3) When performing bus operator assignments @ \$11.62 per hour.

(d) Shift Bonus - UNION employees whose scheduled shift ends after 6:30 p.m. shall be paid a shift bonus of \$0.25 per hour.

SECTION 3

Operators shall be paid seventy five cents (\$.75) per hour in addition to the regular straight-time hourly rate of pay for all of the time spent instructing student operators.

SECTION 4

The AUTHORITY shall reimburse mechanics for their application fees for testing to increase the level of their State certification provided that they successfully pass such test, thereby increasing their level of State certification.

- (a) The AUTHORITY shall also reimburse mechanics for their annual fees for certification renewal.

SECTION 5

Employees shall be paid every other week, with the paid time for each pay period beginning on Saturday and ending on the second Friday of each two week period thereafter. Pay day shall be on the next Friday following the ending of each pay period. All payroll deductions shall reflect the two week pay period.

SECTION 6

Part-time employees will be paid at the same rate of pay as full-time employees after they have completed the required training. Upon completion of the training, he/she will follow the same rate increase schedule as provided for in this ARTICLE.

SECTION 7

Perfect Attendance Weekly Bonus Hours - Employees who report to duty on time (no miss-outs), work their entire scheduled shift (do not leave early), and who do not have any absence from any scheduled work each week shall be paid a "bonus" of one (1) hour of straight-time pay for each week of perfect attendance.

- a) Scheduled vacation week(s) and UNION duty time off shall not result in loss of perfect attendance bonus.

ARTICLE 32 OVERTIME

SECTION 1

Full-time operators, maintenance and utility employees who work on their regularly assigned day off shall be paid for all work so performed on that day at one and one-half (1 1/2) times their regular straight-time hourly rate of pay. Any employee who works in excess of forty (40) hours shall be paid at one-and-one half times their regular rate of pay for all such excess hours.

ARTICLE 33 PENSION PLAN

SECTION 1

The AUTHORITY agrees to continue the Employee Pension Plan effective for the Contract term. Said plan shall be of the AUTHORITY's choice; however, the Pension Plan shall allow for full-time employees to have withheld a percentage of their pre-tax gross wages, with the AUTHORITY to match up to two percent (2%) of such employee gross wage. Said pre-tax withholding shall be subject to applicable federal limitation on the maximum allowable pension contribution.

SECTION 2

Said Pension Plan under this Article will be continued as allowed in conformance with all applicable Federal and State statutes and regulations covering such Pension Plans.

ARTICLE 34 EMPLOYEE MANUALS

SECTION 1

A personnel policy manual and appropriate job related manuals will be distributed to all union employees. New policies instituted by the AUTHORITY will be distributed to all employees and shall become a permanent part of the following manuals:

- (a) Personnel Policy Manual; issued to all employees.
- (b) Operators Manual; issued to all operators.
- (c) Shop Operating Policies Manual; issued to all mechanics and utility employees.
- (d) Employees are required to maintain, read and comply with all manuals and/or policies issued by the AUTHORITY.

ARTICLE 35 ADVISORY COMMITTEES

SECTION 1

Joint committees for important issues will be arranged between the AUTHORITY and the UNION within seven (7) working days of written request by either party.

SECTION 2

A joint safety committee of AUTHORITY and UNION members will be formed to evaluate and assess safety related concerns and initiate pro-active safety measures to improve general safety conditions relating to operations of the JACKSON TRANSPORTATION AUTHORITY.

SECTION 3

A joint accident review committee of AUTHORITY, UNION and other pertinent parties will be formed to review and determine preventability of any accidents or incidents in accordance with established standards.

SECTION 4

A joint policy review committee will be established in accordance with ARTICLE 2 Section 1 (a) to review and discuss policies and procedures.

SECTION 5

A joint promotion committee of AUTHORITY and UNION members shall be established in accordance with ARTICLE 13 to review and recommend operator promotions.

SECTION 6

Joint committee meetings will comply with the following:

(a) Joint committees will be arranged in advance and shall have an agenda of the matters to be addressed by the committee. No other item(s) may be addressed unless agreed to by all members of the committee.

(b) Joint committee meetings shall not be held more often than once per month unless the AUTHORITY and the UNION mutually agree to additional meetings.

(c) Joint committee meetings will be held at 6:30 p.m. unless other agreement has been reached by the AUTHORITY and the UNION so as to not cause UNION members to lose time or pay for attendance of such meetings.

(i) UNION members who do lose time and/or wage for meeting attendance will be paid for the lost time and/or wage. Such payment will be divided equally between the UNION and the AUTHORITY.

ARTICLE 36 WAIVERS

SECTION 1

The waiver of any breach or condition of this Agreement by any party shall not constitute a precedent for any subsequent waiver of any breach or condition.

ARTICLE 37 SEPARABILITY

SECTION 1

This Agreement shall be subject in all respects to all present and future applicable laws, statutes, ordinances and regulations of the United States of America, the State of Michigan and the City of Jackson, Michigan. In the event any part of this Agreement or any provision becomes null and void, the remaining portion shall remain in full force and effect.

ARTICLE 38 ASSIGNABILITY

SECTION 1

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or %. assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership, management, or affiliation of either party hereto or by any change, geographical or otherwise, in the location or place of business of either party hereto.

ARTICLE 39
WARRANTIES

SECTION 1

Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of this Agreement.

SECTION 2

The individuals signing this Agreement in their official capacity hereby warrant their authority to act for their respective parties.

ARTICLE 40
DURATION OF AGREEMENT

SECTION 1

This Agreement shall be in effect for the term beginning October 1, 1996 and concluding September 30, 1999. Said Contract Agreement shall only be subject to negotiation on wages (Wage Re-opener) as may be called for by the AUTHORITY or the UNION annually prior to September 30, 1997, and September 30, 1998. Either party may terminate the Agreement by giving notice to the other party of its intention to terminate the Agreement or to negotiate changes in its provisions. Said notice shall be in writing and be delivered to the other party not more than ninety (90), and not less than sixty (60), days before the expiration of the said 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 Agreement. It is further understood and agreed by and between the parties hereto that the Federal and State governments, local Townships, the City of Jackson, and Contracted Services, provide substantial funding which enable the AUTHORITY to meet its financial obligations, including those imposed by virtue of this Agreement. Should any of these entities discontinue or reduce said funding, or reduce the amount of service required, then in that event, the terms and conditions of the Agreement shall be subject to renegotiation by the parties hereto. The AUTHORITY agrees to notify the UNION of any such reduction in subsidy and/or contracted service and of the AUTHORITY's desire to renegotiate the terms and conditions hereof, within fifteen (15) calendar days in writing, prior to the day that the AUTHORITY wishes said renegotiation to commence.

SECTION 2

If no agreement shall have been reached by the parties within thirty (30) days after such notice, the Federal Mediation and Conciliation Service and the Michigan Employment Relations Commission, or any State agency established to mediate and conciliate disputes within the State shall be notified of the existence of a dispute, all as provided in 29 USCS § 158 (d) of Section 8 of Labor and Management Relations Act of 1947.

ARTICLE 41
ENTIRETY

SECTION 1

This contract contains the entire Agreement between the parties hereto and neither party shall be bound by any statement, representation, stipulation or provisions made prior to the execution of this contract and not set forth herein.

SECTION 2

This contract terminates and cancels all collective bargaining agreements between the parties made prior to the date of execution hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement executed by their duly authorized officers and representatives this 21st day of January, 1997.

**THE CITY OF JACKSON
TRANSPORTATION AUTHORITY**

ATTEST:

Dakhi Brown-Codura

Jeanine Thomas

David J. Vassal

P. D. [Signature]

**LOCAL 1095
AMALGAMATED TRANSIT UNION**

ATTEST:

David M. Mustafa

Kelly Kibben

[Signature]

Callie Clark