

LABOR AGREEMENT
BETWEEN THE
MASS TRANSPORTATION AUTHORITY
AND
AFSCME LOCAL 3437

(Exhibit) Mass Transportation Authority

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AGREEMENT

This Agreement, made and entered into this _____ day of _____, 1992, by and between Mass Transportation Authority located at Flint, Michigan, party of the first part and hereinafter termed the "Authority" and Local 3437, Michigan AFSCME Council No. 25 and American Federation of State, County and Municipal Employees, AFL-CIO, party of the second part and hereinafter called the "Union".

ARTICLE I (1) PURPOSE OF INTENT

The general purpose of this Agreement is to set wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful relations with the employees. Further, it is intended to provide to the public the best and most satisfactory service and further, to provide to the employees the best possible working conditions and have due regard to the economic operations of the Authority and its equipment.

The representatives of the Authority and the Union shall continue to provide each other with such advance notice as is reasonable under the circumstances on all matters of importance in the administration of the terms of the Labor Agreement, including changes or innovations affecting the relationship between the parties. Upon such notice, the parties agree to meet and review such matters. Any agreements reached between the parties will become attached hereto and made part of this Contract Agreement.

ARTICLE II (2) RECOGNITION OF PARTIES

SECTION 1.

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Authority does hereby recognize the Union as the exclusive representative for all the employees holding the classifications listed in the schedules for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement.

SECTION 2.

The Authority recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Authority of operators and maintenance employees in the Public Transportation Operations Units of the Mass Transportation Authority, Flint, Michigan, including regular full-time and part-time bus operators, mechanics, body repairs and painting employees, building & grounds repair personnel, general maintenance technicians, excluding supervisors, substitute operators, guards, and all other employees.

SECTION 3.

The Authority and the Union encourages the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees. The officers of the Authority and the Union realize this goal depends primarily upon attitudes between people and their respective organizations and at all levels of responsibility. They believe also that proper attitudes can be encouraged best when it is made clear that the Authority and Union officials are sincerely concerned with the best interest and well-being of all passengers, all employees and the operation.

ARTICLE III (3)
MANAGEMENT RIGHTS CLAUSE

SECTION 1.

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 the 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 for cause and to maintain discipline and efficiency, subject to any limitation in this contract, as well as the right to make and enforce reasonable and uniform rules and regulations as to the duties defined by the job classifications and conduct of the employees not inconsistent with the terms of this contract, 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 and the Authority agrees to honor all terms of this Agreement and the rights of the Authority shall in no way conflict with the terms of this Agreement.

SECTION 2.

The terms of this Agreement shall apply to all employees in the classifications of work set forth herein and shall cover all

accretions to or relocations of bargaining unit operations, including newly established or acquired operations of the Authority, shall be covered by this Agreement.

ARTICLE IV (4)
QUALITY OF WORK LIFE PROGRAM

SECTION 1.

The successful attainment of organizational and individual goals is largely dependent upon a cooperative spirit among all employees of the Mass Transportation Authority. Management agrees that this cooperative spirit is only possible where supervisors recognize the employees as individuals and promote an environment where employee rights are respected in the daily work relationship. The Union agrees that these rights carry with them certain responsibilities for cooperation in the effective use of company resources. We jointly agree that an effort to integrate the business needs of the firm and the human needs of the employee will be pursued in a joint effort to improve the quality of work life of the Mass Transportation Authority employee.

SECTION 2.

Both parties agree that there is a mutual responsibility to provide positive leadership in the development of a climate of cooperation among all members of both parties and that the following constitutes a statement of joint policy.

"In an effort to improve the daily work life of the employee it is of mutual benefit to practice voluntary cooperative management in areas of common concern. Further, an environment of mutual trust and respect with a willingness and readiness to change on the part of both parties is necessary if these shared ideas are to result in positive gains. The Union and the Authority will therefore define common concerns and work together voluntarily for a joint resolution to these problems in an effort to improve the quality of work life for all employees."

SECTION 3.

The Authority recognizes the responsibilities of the Union to act in the best interest of the membership at all times. The Union recognizes the responsibilities of the Authority to operate the business in the most efficient manner possible. Notwithstanding, the Authority and the Union agree that there are many

areas of our daily relationship where the adversarial climate works to the disadvantage of both parties. A forum for dialogue and communication could work as a positive mechanism in the Labor/Management relationship. Therefore, the parties have agreed that two (2) committees to improve the quality of work life will be established; one in Transportation Services and the other in Maintenance. The Transportation Services Committee will be called the Transportation Services Labor/Management Control Group. The Maintenance Committee will be called the Maintenance Labor/Management Control Group. Each of these committees will be composed of no less than six (6) persons. Three (3) each from Management and the Union. Membership in the control group must be voluntary. Each member will have one (1) vote. Chairperson responsibilities will rotate between members each meeting, alternating between Union and Management. All topics that are discussed will be at the discretion of the control group. It is the intent of the Quality of Work Life Program to implement changes by consensus. Therefore, decisions of the control group require the agreement of all members of the group before the solution constitutes a control group decision. The intent of the control group is to address areas of mutual concern, therefore, there can be no discussion of active grievances. It is further agreed that no discipline nor grievance may come as a result of the activities within the control group. The implementation of the decisions of the control group are necessarily constrained by operating budgets, however, the Authority is committed to provide necessary resources for implementation and administration of the programs the Control Groups promulgate.

SECTION 4.

The Authority agrees to request and encourage its supervisors to cooperate in the implementation of new and innovative programs and recognizes that cooperation by its supervisors is essential to the success of the program.

SECTION 5.

The Union agrees to request and encourage its members to cooperate in new and innovative programs and recognizes that the benefits which can flow to employees as the result of successful experimentation is dependent upon the cooperation and participation of the employees and the Union leadership.

ARTICLE V (5)
PROGRAM FOR THE MUTUAL RECOGNITION OF
MANAGEMENT AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1.

The Authority and the Union agree that an atmosphere of cooperation and mutual respect among all employees will help in the solution of the organizational and personal disagreements that develop on the job. If this atmosphere is developed, it must be based upon mutual recognition of the rights of each party. With these rights there are responsibilities that must be recognized. The positive sides of the Labor/Management relationship should be reinforced through joint efforts designed to promote high morale and reward superior performance on the part of the employee.

SECTION 2.

In a joint effort, the Authority and the Union have agreed to the establishment of a committee that will promote appropriate recognition of the rights and responsibilities of each party. In addition, this committee will have as its function the responsibility to recognize extra ordinary achievement on the part of the employees and the establishment of a program of appropriate rewards for individuals so identified. This committee will be recognized as the committee for the promotion of employee rights, responsibilities, recognition, and reward. Thus the name Four "R" Committee properly identifies the functional responsibilities.

SECTION 3.

Membership on this committee will be composed of ten (10) members. Management representation will consist of the General Manager, Director of Transportation Services, Director of Maintenance, Director of Personnel and Director of Planning and Administration. Union representation will be comprised of the Union President, Vice-President, Secretary, Chief Steward and Maintenance Steward. Meetings will be scheduled as required, but at least once a month, unless cancelled by mutual agreement.

SECTION 4.

It is the primary aim of the Four "R" Committee to develop programs that will promote high employee morale. It is essential that progress toward the attainment of this important goal be measured on a continuing basis. Therefore, an employee attitude survey will be taken under the guidance of the Four "R" Committee at least once each year. The format and content of this survey will be approved by the committee membership prior to implementation.

SECTION 5.

The Four "R" Committee is considered to be a forum for dialogue and communication. It is anticipated that an important function of this committee is to provide oversight on the activities of the Labor/Management Control Groups. It is agreed that generally this committee will act in the formulation and promotion of positive programs, therefore, there can be no discussion of active grievances. Where there are general areas of concern, the subjects will be referred to the Labor/Management Control Groups for review.

SECTION 6.

The implementation of programs proposed by the Four "R" Committee are necessarily constrained by operating budgets, however, to the best of its ability the Authority is committed to carry out the commitments of the parties as expressed herein.

ARTICLE VI (6) PROBATION

SECTION 1.

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

SECTION 2.

Any employee's probation may be extended by the Employer an additional thirty (30) calendar days by sending such notice for extension, in writing, to the employee and the Union.

ARTICLE VII (7) AGENCY SHOP

SECTION 1.

The Authority agrees that during the term of this Agreement, it shall be a condition of employment that all present and future employees, after completion of thirty (30) days of employment, shall either become members of the Union or pay the equivalent of Union dues as a service charge for his/her representation by the Union.

SECTION 2.

Any employee who chooses not to become a member of the Union shall, as a condition of employment, on the thirty-first (31st) day from his/her date of hire, or on the thirty-first (31st) day from the effective date of this Agreement, whichever is later, be required to pay to the Union, a representation fee to be established by the Union in accordance with applicable Law (P.A. 390), and certified to the Authority by the Union. Such representation fee for the first month shall be in an amount equal to the Union's regular and usual monthly dues, and for such month thereafter, in an amount equal to the regular and usual monthly dues.

SECTION 3. SAVE HARMLESS

The Union shall indemnify and save harmless the Authority against any and all claims, demands, suits or other forms of liability that may arise by reason of compliance with the terms of this Article.

ARTICLE VIII (8)
DEDUCTION OF DUES

SECTION 1.

It is agreed that all employees who come within the provisions of this Agreement will be requested to sign a card or form as provided by the Union authorizing the deduction from the employee's wages of all Union dues and initiation fees as may be established by the Union, and becomes due to it during the life of this Agreement. The Authority agrees to comply with such written authority and to transmit such sums to the Union.

SECTION 2.

Deductions shall be made only in accordance with the provisions of said authorization for check-off of dues, together with the provisions of this Agreement. The Authority shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with the provision.

SECTION 3.

A properly executed copy of such authorization for check-off of dues form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the Authority before any payroll deductions are made. Deductions shall be made thereafter only under authorization for check-off dues forms,

which have been properly executed and are in effect. Any authorization for check-off of dues which is incomplete or in error will be returned to Michigan AFSCME Council No. 25 Secretary / Treasurer by the Authority.

SECTION 4.

Check-off deductions under all properly executed authorization for check-off of dues forms shall become effective at the time the applications are tendered to the Authority and shall be deducted from the second (2nd) full pay period of the month and each pay thereafter. The Union will provide to the Authority, any additional authorization for check-off of dues forms under which the Union membership dues are to be deducted.

SECTION 5.

In the case where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by AFSCME Local 3437.

SECTION 6.

The Authority shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payment of any sum other than that constituting actual deductions made from wages earned by employees.

ARTICLE IX (9) STEWARDS

SECTION 1.

The Mass Transportation Authority recognizes the right of the Union to designate a Chief Steward, Stewards and Alternates to represent employees in the bargaining unit. The Alternate Stewards shall only function at times when the Steward is not working or available.

SECTION 2.

The authority of the Union Stewards shall be limited to acts or functions which said Stewards are authorized to perform by the Local Union.

SECTION 3:

Stewards shall be compensated for necessary time spent attending meetings with his/her supervisor during his/her regular straight-time working hours. A member of the Union will be designated as a Chief Steward by the Union. When the Chief Steward is a bus operator, he/she shall be assigned a work assignment only when there is an operational need and will be replaced immediately upon the availability of other drivers.

SECTION 4.

The right of the Steward to leave his/her work during working hours without loss of pay, as provided for under this Agreement, is with the understanding that the time shall be devoted to the prompt handling of grievances or to attend conferences or meetings and shall not be abused, and that the Steward shall continue to work at his/her assigned jobs at all times except when required to leave his/her work to handle grievances or conferences or meetings as provided for herein.

SECTION 5.

Stewards, regardless of their actual seniority, not including Alternates, shall be considered to have top seniority among employees for the purposes of layoff and recall to work.

SECTION 6.

No employee shall be eligible to serve as a Steward or Alternate unless said employee has attained seniority under the provisions of this Agreement.

SECTION 7.

The Union shall furnish to the Authority, a written notification identifying the Stewards and Alternates. The Authority shall not be obligated to recognize any employee as Steward or Alternate until such written notification is received from the Union.

SECTION 8.

In each division, employees shall be represented by one (1) Steward, or designated representative, who will be a regular employee working in that division.

SECTION 9.

The Chief Steward will have the time necessary to handle all grievances in conjunction with division Stewards and to attend all Union meetings and conferences with the Authority. The Chief Steward will have the time necessary to act in this capacity without loss of pay or benefits.

SECTION 10.

The Chief Steward will also serve on the Safety Committee and as the Union Safety Officer.

ARTICLE X (10)
SUCCESSOR CLAUSE

SECTION 1.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees. In the event an entire existing operation or any part thereof, is sold, leased, transferred or taken over by sale, transfer, leave assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

SECTION 2.

It is understood by this Article that the parties hereto shall not use any leasing device to transfer existing service to a third party to evade this contract. The Authority shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

SECTION 3.

In the event the Authority fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Authority (including partners thereof) shall be liable to the Union, and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

ARTICLE XI (11)
EXTRA CONTRACT AGREEMENTS

The Authority agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way affects wages, hours or working conditions of said employees, or any individual employee or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE XII (12)
NO STRIKE/NO LOCKOUT CLAUSE

SECTION 1.

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, slow-down, sit-down, stay-in or other stoppage of work which has its objective the obtaining of a modification of this Agreement.

SECTION 2.

The Union further agrees that for the duration of this Agreement 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 3.

The Employer agrees not to lock out its employees. However, it is understood that the question as to whether an employee or employees' activities were such as is prescribed by this Section may be a proper subject of the Grievance Procedure.

ARTICLE XIII (13)
REGULAR OPERATORS

SECTION 1.

Regular operators are defined as full time regular operators that receive a picked work assignment in excess of thirty-two (32) hours during the run pick process.

SECTION 2.

The regular work week shall be Sunday through Saturday, consistent with the runs assigned through the run selection and scheduling process.

SECTION 3.

Operators shall have their respective places on the board in accordance with their seniority and shall be entitled to select runs according to the length of their job classification seniority with the Authority. Selection of runs shall take place during the last week of February effective first Monday of March; last week of May effective on a date established by mutual agreement in June; first week of August effective the last week of August by mutual agreement and last week of November effective first Monday of December, unless otherwise agreed in writing by both parties.

SECTION 4.

Ten (10) minutes will be added to runs for the purpose of show-up and preparing to operate runs. All operators must report ten (10) minutes ahead of actual scheduled leaving times.

SECTION 5.

No run shall have more than one layoff period from the starting time to the completion of the run. No layoff period shall be less than two (2) hours.

SECTION 6.

The regular operator shall work his selected run. When deviations are required, the regular operator will be returned to his selected run as soon as scheduling permits.

SECTION 7.

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 8.

A sufficient number of full time regular bus operators will be on the personnel roles of the Authority to cover all full time work assignments. In addition, a full-time work assignment will be established for the operator that serves as Chief Steward, if an operator, or Operations Steward to handle unplanned emergencies. If additional positions are necessary to cover unplanned emergencies the position will be full time. Unplanned emergencies are defined as absenteeism where the employee does not provide at least thirty (30) minute notice before show-up time. The thirty (30) minute call-in will increase to forty-five (45) minute call-in on November 1, 1992, and a sixty (60) minute call-in on second year of contract. Work assignments are full time when the hours assigned total thirty-two (32) hours or more for each week through the selection by the operator of one or more runs.

Pieces of work required on a regular basis will be combined into full time work assignments whenever possible.

After a run is open for thirty (30) work days (or can be projected to be open for thirty (30) work 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.

When a full-time regular operator is off for more than sixty (60) work days the senior most part-time operator will be moved up to fill the vacant full-time position. If the senior most operator declines, the position will be offered to the next regular part-time operator on the seniority roster until accepted.

When an operator returns to work, the operator shall have the right to select any run seniority allows.

SECTION 9.

Whenever the pay time or work time in a run is changed over thirty (30) 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.

SECTION 10.

The board shall be marked up once each day not earlier than eleven o'clock a.m., nor later than the time the first regular work assignment is due off, for all runs for the following day. Operators unassigned because of granted time off will have priority for their chosen run providing they notify the Dispatcher prior to 7:00 P.M., of the day preceding the show up. The

Dispatcher shall attempt to 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 11.

In order to prevent misunderstanding, when a new run guide is proposed to be put into effect and a reassignment 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 necessitates a quicker change. Run guides will be furnished to the Union on request.

SECTION 12.

When the operator has reported for or been assigned to a run and part or all of it is cancelled, he or she shall be paid for the full time in the run.

SECTION 13.

Operators will be paid actual time at their appropriate rate of pay for making accident reports and will be paid at their regular rate of pay for time spent in court giving testimony regarding accidents, etc., for the Authority. Such requirements shall not work to their financial disadvantage.

ARTICLE 14.

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 accommodation. If this is in excess of the operator's run, such excess time will be paid at the overtime rate. Scheduled 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 15.

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

SECTION 16.

Any operator who works a run and does forced work either before or after the run is completed will be paid at the appropriate rate for the time between the forced work and the regular work.

SECTION 17.

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/she shall be paid at the appropriate rate.

SECTION 18.

Actual time will be paid at the appropriate rate for reliefs away from the garage at the beginning or end of runs.

SECTION 19.

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 20.

All extra work, charter work and extended linehaul performed at overtime is to go to the respective regular operator board whenever possible and then offered to part-time operators.

SECTION 21.

When a student driver has been hired, in addition to the Coordinator of Training, the Transportation Services Labor/Management Control Group 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 will be paid his or her assigned run time.

SECTION 22.

If extra work is necessary and part-time drivers are not available nothing shall hinder the Authority from forcing full time regular drivers to work in reverse seniority order.

Any driver required to show-up shall be paid a minimum of two (2) hours show-up time.

SECTION 23.

The Run Development Committee will meet and discuss possible work assignment combinations with the intent to create as many 8.0 hour runs as possible.

SECTION 24.

All road check cars must have proper identification so that there will be no question of identification. Supervisors must

have proper identification in the form of an Mass Transportation Authority identification card when approaching the employee.

SECTION 25.

The one extra assignment will receive a weekly guarantee of forty (40) hours per week (Monday through Friday).

SECTION 26.

Should the number of full-time runs be decreased during the vacation season (typically June through August and Christmas season), the Authority shall maintain a sufficient number of full-time regular operators on the personnel rolls to provide coverage for regular operators' vacations. If there are no full-time regular operators on layoff, regular part-time operators may be utilized to provide vacation coverage. Regular part-time operators so used will not be required to have a picked run. Regular full-time operators covering for regular operators will not be required to have a picked run.

ARTICLE XIV (14)
PART-TIME OPERATORS

SECTION 1.

Part-time operators are defined as operators hired to perform job duties on a regular basis but not more than thirty-two (32) hours per work week.

SECTION 2.

Part-time operators will pick a work assignment during the run pick process of not more than thirty-two (32) hours per week

SECTION 3.

If extra work is necessary nothing shall hinder the Authority to force in reverse seniority order.

SECTION 4.

If the Part-time operator is required to show up a minimum of two (2) hours will be paid.

SECTION 5.

Full-time regular operator vacancies shall be filled first from the bus operators on the Part-time bus operators list before outside applicants are taken.

SECTION 6.

Part-time bus operators shall appear on a separate Part-time bus operators seniority list.

SECTION 7.

Part-time bus operators will not work more than thirty-two (32) hours per week without prior written agreement between the Authority and the Union.

SECTION 8.

Show-up time will apply as outlined in Article XIII (13), Section 8, (Regular Operators).

(SEE ARTICLE XIII - SECTION 26)

ARTICLE XV (15)
SUBSTITUTE OPERATORS

SECTION 1.

Substitute operators are defined as operators hired to substitute for regular full time and part time operators. Substitute operators will not receive a picked work assignment during the run pick process.

SECTION 2.

If a regular or part-time operator is going to be off for thirty (30) or more work days a laid off operator shall be used to replace the operator before a substitute.

SECTION 3.

Substitute bus operators shall appear on a separate substitute bus operators roster.

SECTION 4.

Substitute bus operators are limited to not more than thirty-two (32) hours per week without prior written agreement between the Authority and the Union.

SECTION 5.

The regular work week shall be Sunday through Saturday.

SECTION 6.

Substitute bus operators will be used only if regular and/or part-time operators have a granted day, sick day, vacation day, birthday, union day off, training, or funeral leave day and the driver's run needs to be filled for that day.

SECTION 7.

Substitute bus operators will not be utilized for show up.

SECTION 8.

Substitute operators will not be utilized to replace operators on lay-off and/or suspensions. Management and the Union commit to the utilization of laid off operators to replace operators on long term absence.

ARTICLE XVI (16)
MAINTENANCE EMPLOYEES

SECTION 1.

The Authority shall assign a shift and normal day off for maintenance employees. Maintenance employees in their respective classification and proficiency levels shall be entitled to exercise their classification seniority for shift preference and days off.

SECTION 2.

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

SECTION 3.

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 to their supervisor as to the reasons for absence and when they may be expected to report ready for work.

SECTION 4.

The Authority agrees to pay all of the cost of supplying to maintenance employees rental coveralls that are necessary to promote cleanliness in the garage.

SECTION 5.

Overtime shall be distributed among all employees by job classification and proficiency levels in the department. An overtime record in each job classification shall be maintained and posted on a weekly basis. When an employee declines overtime, he/she will be charged with the amount of overtime declined on the overtime period.

SECTION 6.

A joint committee of six members (three management and three union members) will develop or adjust job classification and job proficiencies as appropriate for the maintenance employees during the term of the agreement.

ARTICLE XVII (17)
SUBCONTRACTING

SECTION 1.

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Authority agrees that no work or services of the kind, nature or type covered by, presently performed or assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, vendor, person for non-unit employees, which would result in the layoff of present full-time employees. Subcontracting shall not be used to replace a regular employee or to reduce the number of positions in the bargaining unit existing at the time of contract signing.

Contract transportation services will be limited to the performance of demand response transportation.

SECTION 2.

In the City of Flint the demand response service will be limited to transporting the elderly, handicapped, needy, and pre-school and elementary students that cannot be provided effective service with existing fixed routes. Current HeadStart work will not be affected by student transportation assignments to sub-contractors.

The needy will be defined as individuals not handicapped and under sixty years of age that are unable to utilize fixed route service. Management and the Union will work together to define the criteria that would qualify an individual as needy.

The above restrictions on the use of demand response services will not apply outside of the City of Flint.

The Authority commits to promoting the fixed route service as the primary form of public transportation and commits to the utilization of demand response services only when fixed route services cannot fulfill the public need at a reasonable cost per passenger.

ARTICLE XVIII (18)
WAGES, FRINGE BENEFITS AND WORKING CONDITIONS

SECTION 1.

Attached hereto and marked Attachment I is a schedule showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Attachment I and the contents thereof shall constitute a part of this Agreement.

All employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held from the employees.

SECTION 2.

Attached hereto and marked Attachment II is a schedule showing the fringe benefits of the employees covered by this Agreement. It is mutually agreed that said Attachment II and the contents thereof shall constitute a part of this Agreement.

SECTION 3.

When new types of equipment or where new job classifications for which rates of pay and conditions of employment are not established by this Agreement, such terms and conditions are subject to negotiations between the parties.

SECTION 4.

When existing types of equipment or job assignments are modified or there are additional duties and skills not previously required, such conditions are subject to negotiations between the parties.

ARTICLE XIX (19)
GENERAL OVERTIME

SECTION 1.

OVERTIME DISTRIBUTION FOR OPERATOR EMPLOYEES

Overtime is either scheduled or unscheduled and is often required. In order to assign overtime impartially, the following rules will apply.

All operator employees interested in working overtime will register their names. For each job classification, two separate volunteer overtime books will be maintained: One book for overtime; and one book for holiday charters. 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 two (2) hours work. If work is offered and not accepted, that employee will lose his/her turn. If an employee's name comes up while he/she is not available because of leave of absence, he/she will lose his/her turn. However, if an employee is next to work overtime and he/she has a regular work assignment, the next employee will be assigned to the overtime and this employee will keep his/her position for the next assignment. After the overtime list is exhausted, it does not preclude soliciting volunteers, including part-time operators, before mandatory overtime. Mandatory overtime will be assigned starting with lowest seniority employee available in the job classification.

SECTION 2.

Anything over eight (8) hours in a day will be paid for at the rate of time and one-half (1 1/2). Anything over forty (40) hours in a week will be paid at the rate of time and one-half (1 1/2). Work on the seventh consecutive day of an employee's scheduled work week will be paid at the rate of double time. Holiday work will be paid at the rate of double time plus holiday pay.

SECTION 3.

OVERTIME DISTRIBUTION FOR MAINTENANCE EMPLOYEES

Overtime is either scheduled or unscheduled and is often required. In order to assign overtime impartially, the following rules will apply.

All maintenance employees interested in working overtime will register their names. For each job classification, two separate volunteer overtime books will be maintained: One book for overtime and one book for holiday work. 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 two (2) hours work. If work is offered and not accepted, that employee will lose his/her turn. If an employee's name comes up while he/she is not available because of leave of absence, he/she will lose his/her turn. However, if an employee is next to work overtime and he/she has a regular work assignment, the next employee will be assigned to the overtime and this employee will keep his/her position for the next assignment. After the overtime list is exhausted, it does not preclude soliciting volunteers before mandatory overtime. Mandatory overtime will be assigned starting with lowest seniority employee available in the job classification.

SECTION 4.

Anything over eight (8) hours in a day will be paid for at the rate of time and one-half (1 1/2). Anything over forty (40) hours in a week will be paid at the rate of time and one-half (1 1/2). Work on the seventh consecutive day of an employee's scheduled work week will be paid at the rate of double time. Holiday work will be paid at the rate of double time plus holiday pay.

SECTION 5.

When the Authority determines that overtime work in a classification is necessary, the overtime work will be offered to those employees in the classification who are working at the time in order of their overtime standing except that any job started by an employee that runs into overtime that cannot be readily taken over by another employee, and does not require more than one (1) hour overtime, shall be completed by the employee who started the job, regardless of overtime standing.

EQUALIZATION OF OVERTIME (MAINTENANCE)

SECTION 6.

Overtime work shall be divided as equally as possible among employees in the same classification insofar as is practicable without reducing the efficiency of the Authority.

SECTION 7.

If an employee refuses or is unable to accept his/her turn, he/she shall be charged an equivalent number of hours, unless overtime is other than normal job duties the overtime hours will be counted as if he/she had worked, at the overtime rate he/she would have received had he/she worked.

ARTICLE XX (20)
FAREBOX REVENUE

SECTION 1.

A partnership exists in the financing of public transportation. This partnership is comprised of farebox revenue from the passenger, local subsidy, state subsidy and federal subsidy. In the management of the Mass Transportation Authority it is extremely important that revenue is optimized from the farebox.

Mass Transportation Authority and the Union agree that it is the responsibility of all employees to contribute to the effort to optimize farebox revenue. The Authority must provide policies and procedures that are understood by both the riding public and the Mass Transportation Authority employee. In addition, the Authority must make every effort to inform the public of these policies. The Authority recognizes the need to provide proper equipment to assist in the fare collection process. This equipment must be maintained in good working order. The Union recognizes the responsibility of the bus operator to follow established policies and procedures in his daily contact with the passenger. Further, it is recognized that through the daily contact of the bus operator the public forms their opinion regarding the quality of service provided by the Mass Transportation Authority. It is mutually understood that only through a combined effort will the farebox revenue be optimized.

SECTION 2.

It is the intention of the Authority and the Union to establish a program that will motivate employees to collect farebox revenue utilizing established policies and procedures. It is jointly felt that positive motivation can play an important role and accomplish this joint goal. The Union agrees to request and encourage its members to comply with established policies and procedures. In addition, the Union will encourage its members to promote ridership through their personal appearance and conduct in dealing with passengers. In recognition of this effort management agrees to implement a program which will provide financial reward to collect farebox revenue and encourage ridership. It is agreed that for every 5% increase in farebox revenue all employees will receive an additional \$.05 increase incentive pay for each hour worked during the year. (Hours worked will be defined as the regular and overtime hours identified on paycheck stubs distributed during the fiscal year.) Total farebox revenue, including linehaul and contract transportation passenger fares, for Fiscal Year 1988 will be established as the baseline. Throughout the term of this Labor Agreement each 5% increase over the baseline year will provide five additional cents in incentive pay. Each 10% increase will provide ten cents, etc., up to a maximum of \$.40 per hour.

SECTION 3.

Computation of the incentive amount will be made annually based upon fiscal year data ending September 30th of each year beginning September 30, 1989. Payment will be made for the previous fiscal year beginning November 15, 1989, and each year thereafter.

SECTION 4.

Both parties agree to the implementation of this incentive program to encourage and reward continuous efforts on the part of bus operators to improve ridership and increase farebox revenue. It is understood that the Authority is a working partner in this effort and must make positive efforts to increase ridership through the various tools available to the Authority.

ARTICLE XXI (21)
VEHICLE PULL-OFFS

SECTION 1.

It is the function of the Mass Transportation Authority to provide clean, safe, on-time transportation to the residents of our operating area. An important element in the accomplishment of this goal is the quality of maintenance provided on Mass Transportation Authority vehicles. Of particular concern is the ability of the Mass Transportation Authority to assign a bus to a specific transportation task and not be required to replace the vehicle during the period of that work assignment. Mass Transportation Authority and the Union agree that it is in the best interests of the public and the employees when the quality of maintenance minimizes the necessity for unscheduled substitution of vehicles during the workday.

SECTION 2.

It is the intention of the Authority and the Union to establish a joint program that will motivate employees to minimize the need for unscheduled pull-offs. It is recognized that in certain instances the replacement is not the result of mechanical failure and beyond the control of the maintenance employees. Notwithstanding our joint recognition of this consideration, it is in the best interest of the public and the employees if a joint program is developed to encourage maintenance excellency that will minimize mechanical failures.

Further, it is understood that facilities, equipment and tools are a necessary element of this program. The Authority recognizes that early diagnosis of problems can best be accomplished through strong preventive maintenance programs. The Authority commits to provide resources to support these ends. The Union agrees to encourage its members to intensify their efforts to identify and correct jointly with the Authority mechanical failures at the earliest possible point. Further, the Union agrees that these efforts are necessary if pull-offs are to be minimized.

SECTION 3.

It is recognized that pull-offs are expensive and often inconvenience the riding public. This inconvenience to the public often reflects poorly on the quality of service provided by the Mass Transportation Authority. Both parties agree that a program to enhance the image of the quality of service provided will assist in our efforts to increase ridership. In addition, it will assist in our efforts to avoid unnecessary costs. In recognition of this effort the Authority agrees to implement a program which will provide financial reward to maintenance employees for their efforts to improve bus maintenance. It is agreed that for every 10% decrease in pull-offs of Mass Transportation Authority vehicles all employees will receive an additional \$.05 incentive pay for each hour worked during the year. (Hours worked will be defined as the regular and overtime hours identified on paycheck stubs distributed during the fiscal year.) Vehicle pull-offs for Fiscal Year 1988 will be established as the baseline. Throughout the term of this Labor Agreement each 10% decrease under the number of pull-offs in the baseline year will provide five additional cents in incentive pay. Each 20% decrease will provide ten additional cents, etc., up to a maximum of \$.20 per hour.

SECTION 4.

Computation of the incentive amount will be made annually based upon fiscal year data ending September 30th of each year beginning September 30, 1989. Payment will be made for the previous fiscal year beginning November 15, 1989, and each year thereafter.

SECTION 5.

Both parties agree to the implementation of this incentive program to encourage and reward continuous efforts on the part of maintenance employees to maximize the quality of vehicle maintenance and reduce bus pull-offs due to mechanical failure.

ARTICLE XXII (22)
EMPLOYEE PROFESSIONALISM

SECTION 1.

Employee professionalism plays an important role in job performance. Professionalism on the part of the employee reflects favorably in their relationship with the customer and their fellow employee. Professionalism is contagious. The Authority and the Union agree that efforts towards a better understanding of the employee's importance to the organization will promote an environment where the employee has a professional attitude about his job responsibilities.

SECTION 2.

Accordingly, both parties agree that there is a mutual responsibility to encourage employees to look and act in a professional manner in their relationship with the public, fellow workers and the Authority. It is mutually understood that honest differences will develop between employees and the Authority from time to time. The Union and the Authority encourages employees to correct inequities through participation in labor/management committees and other mechanisms created to improve communications. Only through a professional image created by the way employees act and look will public support of transit be sufficient to allow organizational and personal goals to be met.

SECTION 3.

The Authority and the Union agree they will use their best efforts to develop professionalism on the part of the employee. The Authority recognizes that the extra effort that is necessary to maintain this professional image should not go unrewarded. Effective October 1, 1988 and continuous thereafter, a financial incentive for each hour actually worked will be given to each employee that qualifies. Each employee will be provided at the beginning of each calendar quarter 25 incentive points. Each month where the employee maintains the cumulative point total of 25 points during the first quarter, 50 points during the second quarter, 75 points during the third quarter and 100 points during the fourth quarter, a financial incentive will be given for each hour worked. Where the total points are equal to or greater than 100 on the 30th day of September, an additional annual incentive per hour will be granted.

SECTION 4.

It is the intention of this program to encourage positive performance on the part of the employee, therefore, additional incentive points will be earned for positive actions.

Correspondingly, incentive points may be lost for actions that demonstrate a negative attitude on the part of the employee. An example of positive actions are the employee contributions to the Quality of Work Life program in the form of suggestions that result in the implementation of improvements in the work environment, being selected operator or maintenance person of the month, or receiving letters of commendation. Incentive points may be lost when the employee demonstrates a lack of concern for the public, other employees, or job performance as indicated by such actions as the receipt of negative evaluations, negative customer reports, or non-compliance with an employee dress code.

SECTION 5.

Specific categories where positive and negative points will be applied are contained in Section 6 & 7. A committee will be established to review monthly the professionalism credits or debits. This committee will be comprised of six (6) members, three from Management and three from the Union. Membership on this committee will be designed by Management or the Union as appropriate. The awarding of a credit or debit for professionalism is the responsibility of the respective supervisor. However, this committee may review the actions of the supervisor upon the request of either the Union or Management. This committee will vote by secret ballot. It will take four (4) votes to alter the original credit or debit as assigned by the supervisor. A debit or credit will be eligible for review by the committee only once. A tie vote may not be reviewed a second time by the committee. The decision of the review committee is final. It is further agreed that the review committee decisions are not grievable by the employee.

SECTION 6.

POSITIVE POINT CRITERIA	POINTS	AFFECTS
Selected Employee of the Month	3	Maintenance & Operators
Runner-up	1	

In the event that the current Employee of the Month Program is expanded to include a runner-up, the point will be issued upon selection each month.

Letter of Commendation
(Total of 3 maximum points
year)

1

Maintenance &
Operators

Letters received from the general public that include name, address & verifiable information that can be directly related to the subject employee.

	POINTS	AFFECTS
Quality of Work Life Suggestions Suggestions submitted by the employee that result in changes to existing procedures or implementation of new procedures or equipment.	1	Maintenance & Operators
Special Merit Issued by the supervisor in recognition of outstanding performance. Points will be awarded based on the issuance of a 156 personnel entry form/commendation.	3	Maintenance & Operators
Dress and Appearance (Total of 1 point maximum) Issued by the supervisor in recognition of outstanding dress and/or appearance of an employee.	1	Maintenance & Operators
Projects and Events Recognition point value for serving as chairperson or committee member on company sponsored project or event. Also, volunteers earn point value for services. This will not include participants.	1	Maintenance & Operators

Committee Member

1

Maintenance &
Operators

Recognition point value for serving as a committee member on safety or other management groups or special committees formed.

NOTE: No recognition point value will be given to Union officials serving on a committee so designated within the contractual agreement language. The exception to this would be anytime a Union official volunteers to serve in the capacity of a chairperson for a sponsored event and/or serves as a committee member.

SECTION 7.

NEGATIVE POINT CRITERIA

POINTS

AFFECTS

Public Concern/Complaints

3

Maintenance &
Operators

The employee will lose points if it is determined an employee demonstrates a lack of concern to the public through his/her actions or an action. The employee will lose points based on the severity.

Mistreatment of Fellow Employees

3

Maintenance &
Operators

An employee will lose points if they are observed mistreating another employee. Items such as foul language, personal comments and/or actions demonstrating lack of respect will be taken into consideration.

An employee will lose points anytime they are issued a negative evaluation excluding those related to attendance and/or accidents. An example of negative evaluation maybe a common disregard for safety or housekeeping. This criteria will place special emphasis on the following categories:

Personal Safety	2	Maintenance & Operators
<p>An employee may be deducted two points for any evaluation received due to an employee failing to use proper safety equipment, personal attire or procedures required by Mass Transportation Authority and/or OSHA regulations when performing a job assignment.</p>		

	POINTS	AFFECTS
Housekeeping	1	Maintenance & Operators
<p>An employee may be deducted one point for failing to sufficiently clean their work assignment area which results in added work for other employees. Violations will be reviewed by the Supervisor and Union Representative.</p>		

Workmanship	2	Maintenance & Operators
<p>An employee may be deducted two points for failing to complete a job assignment due to neglect. Violations will be reviewed by the supervisor and Union Representative.</p>		

Personal Conduct	2	Maintenance & Operators
<p>An employee may be deducted two points if witnessed physically or verbally abusing fellow employees, citizens and/or supervision.</p>		

Employee Dress Code	1	Maintenance & Operators
<p>An employee will lose one point for each incident of non-compliance with the uniform code.</p>		

ARTICLE XXIII (23)
EMPLOYEE ATTENDANCE

SECTION 1.

The Authority and the Union agree that the mutual problem of unwarranted absences must be addressed in a cooperative and constructive manner. Both parties recognize that high levels of unwarranted absences are harmful to the operation in terms of cost and efficiency and that the resulting stresses on the business constitute a very real threat to the job security of all employees. The Authority and the Union recognize that unwarranted absences have an adverse effect on employees who do attend work and on the Union as well and place unnecessary burdens on the grievance procedure.

SECTION 2.

Accordingly, both parties agree that there is a mutual responsibility to provide positive leadership to their respective employees and members and that the following is an appropriate statement of that leadership role:

"Unwarranted absence from work is recognized by the Mass Transportation Authority and the Union as a breach of an employee's responsibility to attend to work regularly in return for the benefits of employment and security afforded by the Agreement."

SECTION 3.

The Authority and the Union agree that they will use their best efforts to achieve a mutual objective of minimizing employee absenteeism.

SECTION 4.

It is recognized by the Union that the employee has a responsibility to come to work and be on time every day that he/she is scheduled and is physically capable of performing the work. It is the responsibility of the employee to schedule appointments during non-work hours whenever possible.

SECTION 5.

The Authority recognizes that there are valid emergencies for sickness and personal business that require time off. There should be a sufficient number of employees to provide for valid emergencies.

SECTION 6.

Both parties agree to the implementation of an incentive program to encourage and reward continuous, dedicated attendance on the part of the employee. In the interest of fairness it is agreed that the employee will not lose their rights to attendance incentive unless they do not appear at the designated run start time. Although tardiness at the show-up time is in violation of the established company rule and subject to appropriate discipline, the incentive will not be lost for the ten (10) minute grace period. It is the responsibility of the employee to ring in on the clock as the official record of their arrival for work.

SECTION 7.

It is agreed that a person may be away from work for personal reasons under the provisions of granted time off without loss of incentive. Granted time off is only acceptable when there is prior written approval of the appropriate supervisor. Vacations and time off approved for Union business will fall into the category of approved granted time off.

SECTION 8.

When an employee is suffering from a minor illness that does not (in the opinion of the employee) require a specific medical visit to the designated primary care facility but will not allow the employee to perform his/her job duties safely, the employee may use a medical occurrence. The employee will be afforded up to six (6) medical occurrences a year.

Where the employee is too ill to perform his/her job duties, it is agreed that the employee should appear at a designated primary care facility. As an alternate, a predetermined medical facility on file and approved by the Mass Transportation Authority Personnel Department for appropriate medical treatment may be utilized. A signed statement from the primary or approved alternate facility will be the only acceptable certification of the employee's inability to perform his/her job due to personal illness.

Anytime an employee wishes to utilize an occurrence he/she must call the recorder thirty (30) minutes in advance of his/her show-up time. Effective October 1, 1992, the minimum will be extended to forty-five (45) minutes. On the first Anniversary of the contract signing the minimum will be extended to sixty (60) minutes prior to the employee's scheduled show-up time.

SECTION 9.

It is further agreed that Management data on absenteeism will be provided for review and discussion by both parties to assist them in their efforts to improve attendance. The Union agrees to actively support and encourage Union efforts in working cooperatively with Management on attendance related matters.

SECTION 10.

Anytime an employee must be away from work they must call the absence recorder number a minimum of thirty (30) minutes prior to their scheduled show-up time. Effective October 1, 1992, the minimum will be extended to forty-five (45) minutes. On the first Anniversary of the contract signing the minimum will be extended to sixty (60) minutes prior to the employee's scheduled show-up time. The employee must give all information required by the taped message on the recorder device. Any employee that calls in and states they have an illness which will exceed two (2) days must submit to the department supervisor by the close of business on the third (3rd) day, a doctor's slip stating the nature of the illness and period of time that they will be off. Employees that call in on consecutive days to report an illness must also submit to their supervisor a doctor's slip by the end of the close of business on the third day. Absences reported on the recorder other than personal illness that exceeds more than one (1) day require the employee to call the department supervisor. The only exception being death of a family member which is covered under bereavement leave pay.

SECTION 11.

The Union agrees that all employees covered by this Agreement may be required to take physical examinations as directed by the Authority for the purpose of determining whether the employee is physically able or not physically able to perform his or her regular duties.

Physical examinations may be required under the following conditions:

- a) Routine annual physical examinations of all employees within thirty (30) days of birth date. This examination may be accomplished by the employee's primary care physician.
- b) The employee is involved in a job related accident.

SECTION 12.

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 for lost time at regular rate. If there is no health care coverage for part-time employees, they will be provided their annual physical through the company physician.

SECTION 13.

If the employee is found, through such examination, to be physically qualified to perform his or her regular duties, the Authority will so notify the employee of the date he or she will be marked for work (no sooner than five days from date of notification). Failure to report in three (3) work days will constitute an automatic quit by the employee.

SECTION 14.

If any employee is found, through such examination, to be physically disqualified to perform his or her regular duties, the provisions for a sick leave of absence will apply for non-job related injury or illness. At the conclusion of the sick leave period if the employee is found through examination to continue to be disqualified 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 terminating him or her. Job related injuries or illness shall be covered under Workman's Compensation provisions.

SECTION 15.

If, however, the employee 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 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 expenses of the third examination shall be borne equally by the Authority and employee involved.

ARTICLE XXIV (24)
LEAVES OF ABSENCE

SECTION 1.

A leave of absence shall be granted for extended illness, military duty, education, personal reasons, or union duty subject to the following conditions:

- a) All leaves of absence will be requested by the employee in writing to the Authority.
- b) The leave of absence will be approved/disapproved by the Authority in writing within five (5) days of this request. The period of approved leave will be as specified by the Authority.
- c) Unless otherwise specified in this Agreement, an employee on leave may return to work with his seniority before the expiration of his leave providing not less than three (3) days notice is given to the Authority.
- d) Should an employee who has been granted a 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 the last known address to contact such employee, and if after five (5) days beyond the expiration of such leave of absence, the employee then fails to report for duty, the employee shall be considered to have terminated employment with the Authority.
- e) When an individual is granted a leave they must use the leave for the purpose identified in the leave request that was approved. If they take full time employment outside of the Authority, they shall be considered to have terminated their employment with the Authority.

SECTION 2. Educational Leaves of Absence

Educational leave of absence shall be granted for employees who desire to further their education subject to the satisfactory proof of enrollment in an accredited college or university including accredited trade schools. No more than one educational leave of absence shall be granted in any two (2) year period. Fringe benefits shall not continue, but seniority shall accumulate during any leave of absence granted under this section.

SECTION 3. Sick Leave of Absence

Sick leave of absence shall be granted for a period of continuing disability up to twenty-six (26) weeks. At that time Article XXIII(23), Section 14, will apply. Any employee who presents satisfactory medical proof to the Authority that he or she is temporarily incapable of performing his/her work for the Authority shall, upon request, be granted such leave of absence. Fringe benefits shall accumulate during any leave of absence granted under this section.

SECTION 4. Military Leave of Absence

Military leave of absence shall be granted under the submission of satisfactory proof of pending induction for active service. The employee may arrange for the leave to begin up to thirty (30) days prior to the induction date. The leave shall not extend beyond the term of initial enlistment or four (4) years, whichever is less. Fringe benefits shall not continue, but seniority shall accumulate during any leave of absence granted under this section.

Any employee on the seniority list inducted into military service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of National Emergency, shall upon termination of such service, be re-employed in line with his seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available and, further, provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

The Authority shall pay the Health and Welfare and Pension Fund contributions on employees on leave of absence for training in the military reserves or National Guard, but not to exceed fourteen (14) days, providing such absence affects his credits or coverage for Health and Welfare and/or Pensions.

SECTION 5. Personal Leave of Absence

Personal leave of absence may be granted to an employee not to exceed one (1) year nor less than six (6) months. Such leave may be renewed at the option of the Authority upon written application by the employee. Fringe benefits shall not continue but seniority shall accumulate during any leave of absence granted under this section.

An employee on a personal leave of absence may request that the leave be terminated and that he/she be returned to work prior to the specified expiration date of the leave by notifying the Authority at least three (3) days in advance of returning to work.

Upon return from a personal leave, the employee will be allowed to select on his/her job in accordance with their seniority.

Personal leaves may be granted to employees for valid reasons associated with immediate family in accordance with current policy.

ARTICLE XXV (25)
JOB OPENINGS OR NEW POSITIONS

SECTION 1.

When an existing position in a department is to be filled, or if a new position in a department is established by the Authority, seniority employees in other job classifications in the department will be given preference.

SECTION 2.

The vacancy or positions with listed minimum qualifications will be posted for five (5) working days. Applicants will be selected on a qualified basis.

SECTION 3.

The most senior employee, whether currently employed or on layoff, who is qualified will be given the position.

SECTION 4.

The employee shall be given a four (4) week trial period to determine:

- (1) The employee's desire to remain on the job;
- (2) The employee's ability to perform the job;

During the four (4) week trial period, the employee shall have the opportunity to revert back to the employee's former classification. If at any time during the term of the trial period it is determined that the employee is unable to perform the job, the employee shall be transferred back to the former classification. Notice and reasons shall be submitted to the Union with a copy to the employee. The matter may then become a proper subject for the grievance procedure.

SECTION 5.

Failure to fill the position by members of the bargaining unit, the Authority may fill such position by offering it to non-bargaining unit employees.

ARTICLE XXVI (26)
REDUCTION IN FORCE

SECTION 1.

Reduction in force is a reduction in the number of employees in a given classification for lack of work or funds.

SECTION 2.

Strict seniority by job classification shall prevail in the layoff. Voluntary layoff maybe granted by mutual agreement between the Authority and the Union.

SECTION 3.

Employees who elect to be laid off under the voluntary provisions of this Article may elect to use their seniority rights to bump other employees while on lay-off status only in the event that all unemployment benefits have been exhausted.

Employees electing to exercise this option must notify management in writing fourteen (14) days in advance of their expected return.

SECTION 4.

Full-time bus operators facing layoff may exercise their total bargaining unit seniority to displace full-time or part-time bus operators of lesser bargaining unit seniority or may elect to be laid off consistent with the terms of the Agreement.

SECTION 5.

Less than full-time operators may elect to take a personal leave of absence when a reduction in force is necessary because of the seasonal discontinuation of part-time runs with the understanding that the personal leave will coincide with the seasonal adjustment in part-time runs.

SECTION 6.

The Union will be notified in writing at least two weeks prior to layoff.

SECTION 7.

Stewards shall have super-seniority for the purpose of layoff and job preference and recall.

SECTION 8.

Maintenance employees facing layoff may exercise their total bargaining unit seniority in the same classification or in a prior held classification with less bargaining unit seniority provided they can do the work or may elect to be laid off consistent with the terms of the agreement.

ARTICLE XXVII (27)
RECALL

SECTION 1.

When recalling employees, (full or part-time), strict seniority by job classification shall prevail. In the event of voluntary lay-off, these persons shall indicate, at the time of lay-off, their desire to remain off during the initial lay-off period. Should the need arise to compel an employee to return to work, it shall be done by least seniority first.

SECTION 2.

When recalling laid off employees, the Personnel Director will notify the employees by certified mail to the employee's last-known address.

SECTION 3.

It is the responsibility of the employee, active or inactive, to notify management of any change of address within five (5) days of the change.

SECTION 4.

Employees who have received notice of return to work, must contact the employer within five (5) days of notification and at that time the employee must indicate the time of their return to work, not to exceed fourteen (14) days. Notification will normally be by telephone confirmed by certified mail. Certified mail to the address of record constitutes notice of return to work if returned by the post office as undeliverable.

SECTION 5.

Upon returning to the bargaining unit, the employees may exercise their seniority rights in accordance with the Agreement.

SECTION 6.

Recall rights of the employee shall continue for a period of layoff up to three (3) years.

SECTION 7.

Part-time operators placed on seasonal lay-off (June-August) must be notified at time of lay-off of a window of time when they must report for work within five (5) calendar days of notification. Notification will normally be by telephone confirmed by certified mail. Certified mail to the address of record constitutes notice of return to work if returned by the post office as undeliverable.

ARTICLE XXVIII (28)
DISCIPLINE, SUSPENSION AND DISCHARGE

SECTION 1.

The Authority commits itself to the concept of progressive discipline which is composed of the following steps:

1. Oral counselling
2. Written reprimands
3. Suspension
4. Discharge

However the Authority reserves the right to impose discipline at any step of the progression if such conduct clearly constitutes gross misconduct or flagrant violations of the company rules.

SECTION 2.

In the imposition of discipline, it is agreed between the parties that employees shall be notified of infractions as they occur with the Authority retaining the right to withhold imposition of discipline, at its discretion, and review the employee's overall record from time to time. In the event an employee accumulates various infractions, whether similar or not, the Authority may impose discipline it deems appropriate for all infractions prior to the imposition of discipline provided, however, the Authority shall not consider infractions occurring more than six (6) months prior to the date of discipline to determine if discipline is justified. Once it is determined that discipline is justified, the Authority may not rely upon disciplines previously imposed upon the employee that are more than eighteen months old when it is determining the appropriate length of future disciplines to be imposed. Nothing contained herein shall limit the right of the Authority to impose discipline for a single infraction.

SECTION 3.

Employees will be notified of all discipline reports placed in their personnel file and employees have the right to review their personnel file.

SECTION 4.

In all instances where such discipline results in suspension without pay or discharge, the employee has the right to meet with his/her Steward representative before leaving the property of the Authority. Copies of suspension and discharge notices will be mailed to the Union office.

SECTION 5.

Should the employee or the Union consider the actions to be improper, the matter shall be referred, in writing, to the Grievance Procedure beginning with Step 2 within five (5) working days of the Union's receipt of the formal notice of the action taken.

SECTION 6.

It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any picket line.

SECTION 7.

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any services which the Authority undertakes to perform as an ally of an employer or person whose employees are on strike and which service but for such strike would be performed by the employees of the Authority or person on strike.

ARTICLE XXIX (29)
RULES AND REGULATIONS

SECTION 1.

A copy of all rules and operating procedures as affecting the employees, as well as a copy of the uniform code of conduct will be issued to each employee. It will be the responsibility of each employee to read and comply with such company rules and codes of conduct. A copy of the respective operating procedures will be available in the office of the Operations Clerk and the Maintenance Clerk.

SECTION 2.

The Authority agrees to meet with the Union from time to time to review such rules and operating procedures.

SECTION 3.

Prior to any new rules or operating procedures, or if there are any changes in existing rules, such new rules or changes will be reduced to writing and a copy sent to the Union. If requested by the Union, a meeting will be held prior to implementing any such new rules, regulations or changes in existing rules and regulations.

SECTION 4.

If the Union disagrees with the reasonableness of new rules or operating procedures or changes, it may submit a grievance at Step 2 of the Grievance Procedure and the Authority agrees not to implement any such new rule or change until a final decision is made through the Grievance Procedure.

ARTICLE XXX (30)
RULE COMPLIANCE

SECTION 1.

The development of work habits consistent with established operational procedures and work rules is important to the attainment of organizational and individual goals. It is essential that work rules and operational procedures promote an environment where employee rights are respected in the performance of their daily work tasks. The Authority recognizes a responsibility to maintain good order while treating employees uniformly and fairly. The Union recognizes that operation procedures and work rules are necessary if the limited resources available are to provide the maximum benefit to the transit riding public. Efforts to improve the quality of work life for the employee and develop a fair and equitable administrative procedure for the imposition of discipline have been entered into by the Union and the Authority. It is the intention of both parties to promote a climate that encourages communication between employee and supervisor. Administrative mechanisms have been developed that provide for change when operating procedures or work rules are inequitable or unfair. It is the joint desire of the Union and the Authority that these mechanisms be utilized by the employee so that working conditions promote good order and harmony.

SECTION 2.

Notwithstanding the joint efforts of the Union and the Authority discussed above, compliance with fair and equitable work rules and procedures by the employee should be rewarded. Both parties agree to the implementation of an incentive program to encourage and reward continuous compliance with work rules and operational procedures on the part of the employee. Positive motivation for compliance with work rules and procedures are established through a financial incentive. This incentive for each hour actually worked will be given to each employee with no discipline for the month, quarter or year as is appropriate. Discipline for this program is to be defined as the issuance to the employee by the supervisor of MTA Form 156. This is necessary because disciplinary action is the result of an overall evaluation of the performance of the employee. Generally the MTA Form 156 is not issued as a disciplinary action for a single offense. This procedure does not in any way limit the right of the Authority to issue MTA Form 156 for a specific offense as prescribed in Article XXVIII (28) titled "Discipline, Suspension and Discharge".

SECTION 3.

It is the intention of this program to provide positive motivation for professional conduct on the part of the employee. The Union agrees to request and encourage its members to comply with established company rules and operating procedures. Further, the Authority agrees to discuss any changes in company rules with the business agent of Michigan AFSCME Council 25 prior to implementation. Any change in company operating procedures will be discussed with the Chief Steward prior to implementation.

ARTICLE XXXI (31)
UNION BUSINESS

The Authority agrees to discuss necessary and reasonable time off, without discrimination or loss of seniority rights, with pay, provided forty-eight (48) hours written notice is given to the Authority by the Union President, specifying length of time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Authority's operation due to lack of available employees.

ARTICLE XXXII (32)
JURY DUTY

Each employee called upon for jury duty or who is subpoenaed as a witness in a court matter before a proper legal jurisdiction, shall receive from the Authority, the difference between

his/her duty compensation and forty (40) hours pay for regular operators and thirty (30) hours pay for part-time operators at his/her regular rate of pay for each week of jury duty. As a precondition to receiving jury duty compensation from Mass Transportation Authority, a statement from the court will be given to Mass Transportation Authority by the employee showing the jury duty compensation to be received from the court.

ARTICLE XXXIII (33)
SUBPOENAS

SECTION 1.

If an employee is subpoenaed as a result of an act observed by the employee while on the job, the employee, upon proof of said subpoena to his immediate supervisor and who is required to appear because of said subpoena, will not lose pay or benefits as a result of appearing. The employee will be required to work except for the subpoena report time plus reasonable travel time.

SECTION 2.

An act for the purpose of payment includes the following:

1. Employee involved in vehicle accidents while working.
2. An employee that witnesses a vehicle accident while working.
3. An employee witnesses a personal injury incident not involving an Authority employee while working.

SECTION 3.

In the event any member of the bargaining unit subpoenas another employee of the Authority, no pay or benefits will result in the employee appearing.

ARTICLE XXXIV (34)
WORKER'S COMPENSATION

SECTION 1.

An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive

pay at the applicable hourly rate for the balance of his/her regular shift on that day. An employee who has returned to his/her regular duties after sustaining a compensable injury who is required by the Worker's Compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time provided that the appointment with the Worker's Compensation doctor cannot be scheduled outside of regular working hours.

SECTION 2

The Authority agrees to cooperate toward the prompt settlement of employees on-the-job injury and sickness claims when such claims are due and owing.

SECTION 3.

An employee shall be able to return to work from a Worker's Compensation leave if qualified to perform the duties.

In the event an employee is unable to perform the duties of his/her job classification, the Authority may return the employee to available light duty work per the doctor's restrictions. Job assignments will be the responsibility of Management on an as needed basis. Seniority will not apply to assignments. The employee will be paid any partial wage compensation due under Worker's Compensation laws.

For light duty assignments prevailing base wage rates will continue for the job classification the employee possessed at the date of injury. Only attendance incentive will apply while on light duty. Vacation hours will accumulate upon return to light or full duty. Accumulated vacation credit hours cannot be utilized nor will advanced payment of vacation monies be granted unless the employee is on light duty or full duty status. Employees refusing available light duty work within their restrictions will be subject to the rules and regulations of the Worker's Compensation law.

SECTION 4.

An employee must return to work from a Worker's Compensation leave if qualified to perform the duties.

ARTICLE XXXV (35)
SAFETY

SECTION 1.

Accidents cause personal and economic loss that is detrimental to the employee and the firm, therefore, the maintenance of an accident free work environment is of common concern to both parties. The Authority recognizes a responsibility toward the employee that includes providing equipment that is in good, safe working order and proper employee training on the use of this equipment. The Union recognizes that accidents, whether they be industrial or personal, are often avoidable, if the employee follows safe procedures. It is agreed that the employee has a responsibility to exercise due care coming to and from the job as

well as on the job. The Authority and the Union agree to the joint development of mechanisms and procedures that will provide control, promote awareness and create incentive for the safety of the employees and equipment.

SECTION 2.

Accordingly, both parties agree that there is a mutual responsibility to provide positive leadership for their respective employees and members and that the following is an appropriate statement of that leadership role:

"Personal injury and equipment damage can be substantially controlled through the development of a proper awareness on the part of all employees and the use of procedures that recognize the importance of safety to the attainment of both organizational and personal goals. Mechanisms for the maintenance of safe equipment and the use of due care by the employee will be jointly explored by the Authority and the Union."

SECTION 3.

The Authority and the Union agree that they will use their best efforts to achieve a mutual objective of minimizing industrial and personal accidents on the part of the employees. The Union recognizes the need for the employee to exercise due care at all times. Further, in the operation of buses and other equipment it is necessary that the operator routinely exercise defensive driving techniques even though these techniques go beyond his/her mandatory responsibilities under the Vehicle

Operators Code for the State of Michigan. The Authority recognizes the importance of the proper maintenance of the facility and all equipment and is committed to the implementation of mechanisms that will insure quality maintenance on a timely basis.

SECTION 4.

The Authority agrees that it will not assign any employee to any known unsafe vehicle, equipment or work assignment. It shall be the responsibility of the employee involved to report all unsafe conditions.

SECTION 5.

The Union shall appoint six (6) members to act on the Mass Transportation Authority Safety Committee.

SECTION 6.

All complaints regarding safety shall be discussed at meetings between the Steward and the supervisor of the operation where the unsafe condition was reported within twenty-four (24) hours. However, unsafe conditions that could result in serious injury to the employees or their passengers will be taken up immediately with the supervisor after it is reported.

SECTION 7.

If the complaint is not resolved by the immediate supervisor, the complaint will be submitted to the Mass Transportation Authority Safety Officer by the Union Steward and a meeting will be held within forty-eight (48) hours. However, if the unsafe condition that could result in serious injury to the employee or passengers is not corrected immediately under Section 6, the Mass Transportation Authority Safety Officer will take immediate, appropriate action.

SECTION 8.

When equipment defects which could make the equipment unsafe to operate are reported in writing by the employee, the equipment will not be operated until it has been checked out by a mechanic and released by the supervisor.

SECTION 9.

The health of all Mass Transportation Authority employees shall be considered at all times and health conditions will be improved wherever possible.

SECTION 10.

A first-aid kit will be available for all employees for job-related injuries.

SECTION 11.

Both parties agree to the implementation of an incentive program to encourage and reward continuous safe performance on the part of the employees. Although vehicle accidents may result when operating within the existing traffic laws, this incentive program shall encourage the use of defensive driving techniques through additional incentives for the accident free employee. An awareness for safety is also encouraged in the non-operator job classifications through similar incentives.

SECTION 12.

Further, it is agreed that safety awareness will be encouraged through periodic paid safety meetings and participation in the National Safety Council program for safety awareness.

ARTICLE XXXVI (36)
ACCIDENT REVIEW BOARD

SECTION 1.

The purpose of the Accident Review Board is to establish an agreeable procedure between the Authority and the Union for the review of reportable property damage and personal injury accidents and to assess preventability and determination of fault as well as recommendations for corrective safety measures, exclusive of any disciplinary measures.

SECTION 2.

A preventable accident is defined as any accident involving Mass Transportation Authority vehicles or other property that results in property damage and/or personal injury, regardless of who was injured, what property damaged, to what extent or where it occurred, in which the employee in question failed to exercise every reasonable precaution to prevent the accident.

SECTION 3.

In order to determine preventability or fault of the accidents as fairly as possible, an Accident Review Board (ARB) will deliberate and render decisions whenever the employee requests a review of the management determination.

SECTION 4.

The employee may be represented before the Accident Review Board by a representative of his/her or the Union's choosing.

SECTION 5.

The Accident Review Board will consist of the following five (5) members:

Mott College, Safety Department, Member
Genesee County Sheriff Department, Member
City of Flint, Safety Department, Member
Michigan State Police, Member
City of Flint Police Department, Member

SECTION 6.

Accident Package. Employee accident report, police accident report, safety director accident report, insurance agent comments, statements of witnesses, diagrams, photographs, and other miscellaneous information as required to effect an equitable finding.

SECTION 7.

The Board members should also have at least one copy of the pertinent Contractual Agreement, posted rules, and locally produced ballots necessary to be used to determine preventability and fault.

SECTION 8.

The Accident Review Board is responsible for determining the cause and fault of the accidents wherein preventability should be determined. The decision of this Board is final should the employee not appeal through the grievance and arbitration processes.

SECTION 9.

The Board will notify the employee and the Union in writing of the dates, times and place when the review shall be heard. The accident review package as defined in Section 6 will be made available to the Union ten (10) days prior to the hearing date before the Board.

SECTION 10.

The Safety Coordinator for the employer will prepare the accident package and supply each member of the Board and the Union with one (1) copy.

SECTION 11.

The Safety Coordinator is responsible for notifying the Union of the results of all Board decisions within ten (10) days after the Board meeting. The appropriate director is responsible to make any corrections to properly reflect the Board decision in the employee incentive programs.

SECTION 12.

Procedures: The Accident Review Board may convene any time they receive accident reports that require preventability evaluations and to determine if the accident is preventable or non-preventable. The Union must be afforded at least ten (10) days notice before the Board meeting date.

ARTICLE XXXVII (37)
BOND

SECTION 1.

The primary obligation to procure the bond shall be on the Authority. If the Authority cannot arrange for a bond within ninety (90) days, he must so notify the employee in writing. Failure of the Authority to so notify the employee shall relieve the employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements. Standard premiums only on said bond to be paid by the Authority.

SECTION 2.

A standard premium shall be that premium paid by the Authority for bonds applicable to all other of the employees in similar classifications.

SECTION 3.

Should the Authority require any employee to give bond, cash bond shall not be compulsory, and any premium shall be paid by the Authority.

ARTICLE XXXVIII (38)
INCLEMENT WEATHER

In the event that weather conditions necessitate the termination of a business day during any shift, employees who appear for work and are authorized to leave early will be paid their regular rate for the remainder of their full work day. In the event that weather conditions do not permit the Mass Transportation Authority to open for business, all employees who appear for work and/or are authorized to be absent will be paid their full day for that day or days.

ARTICLE XXXIX (39)
SENIORITY

SECTION 1.

Company seniority is defined as the length of continuous employment with the Authority. Rights and privileges accruing to employees on the basis of company seniority are herein set forth. Past and present part-time employees moved to full-time shall have company seniority for all benefits. Classification seniority shall start as of the full-time employment.

SECTION 2.

Continuous service shall mean employment by the Authority without interruption or break, except that the following shall not be considered as breaks in employment:

- (1) Granted leaves of absence pursuant to this Agreement.
- (2) Layoffs not exceeding three (3) years in length.
- (3) Disability retirement followed by reinstatement.
- (4) Resignation subsequently withdrawn prior to effective date.

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 of the initial date of posting or the roster will stand as correct.

SECTION 4.

Any employee employed in a classification covered by this Agreement who is or has been promoted or transferred to a non-unit position, shall not accumulate seniority while his/she works in the non-unit position. If the employee is returned to a bargaining unit classification within ninety (90) days, he/she shall commence work in a job generally similar to the one he/she held at the time of his/her promotion or transfer out of the unit. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

SECTION 5.

Seniority rights for employees shall prevail under this Agreement and all agreements hereto. Seniority shall only be broken by discharge, voluntary quit or more than three (3) years layoff, or except in change of operations. Full and/or part-time employees will each be considered separately by job classification. Employees hired because of merger of any other company shall go to the bottom of the appropriate Board, but will not put in another probationary period. Any or all employees of Mass Transportation Authority that have been laid off because of any or all reasons, will be called back as needed by seniority. The Authority will not hire new employees until laid off employees are all called back.

SECTION 6.

Part time bus operators shall accrue seniority while so employed and shall appear on a part time operators seniority list.

ARTICLE XL (40)
GRIEVANCE PROCEDURE

SECTION 1.

Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of these parties to settle such promptly at the earliest possible step.

STEP 1.

An employee grievance shall first be taken up by conference between the aggrieved employee, the steward, or both, and the supervisor of his/her department.

Any employee having a specified grievance shall take the matter up, consistent with the terms of this Agreement, as soon as possible, but within five (5) working days.

The supervisor shall arrange a meeting with the employee and the Union Steward to hear the grievance.

The employee will not be required to continue discussion of the grievance after he/she has given the facts to his/her supervisor if he/she does not desire to do so.

Grievances not presented to the supervisor within five (5) scheduled working days of when the occurrence first became known or should have become known, will be deemed abandoned. Grievances not appealed from one step to the next within five (5) scheduled working days from decision at any step will be considered settled on the basis of the last decision. The time limits in this section may be extended by written agreement between the Steward and the General Manager or his authorized representative.

STEP 1-A.

Before proceeding to Step 2 below, it shall be the responsibility of the Union Steward to reduce any grievance to writing on the regular grievance form provided by the Union.

STEP 2.

Grievances which are not so settled, within five (5) working days of the date of the answer given as the result of Step 1, be reduced to writing on an appropriate form signed by the employee. A copy shall be given to the Director of Transportation Services in the case of bus operators or to the Director of Building, Grounds and Maintenance for the maintenance employees or in both cases to their authorized representative. A written answer will be given within five (5) working days to the Grievant and to the Union.

- a) Prior to the time when a grievance is put into writing or during the course of the grievance procedure, the Steward may review the facts on which the grievance is based, or the claims made by the Grievant, with the appropriate supervisor.

STEP 3.

An appeal may be taken from a decision rendered under Step 2 to the General Manager or his authorized representative. Such appeal shall be in writing and shall be delivered to the General Manager or his authorized representative within five (5) working days. A meeting shall be held between the General Manager or his authorized representative, and the local Union grievance committee and the AFSCME council staff representative. The General Manager or his authorized representative will render a written decision within five (5) working days. All time limitations provided herein may be extended upon mutual consent. All requests for extension shall be in writing.

STEP 4.

In the event that any grievance or dispute growing out of the interpretation or application of this Agreement is not settled through the procedure of the preceding Section, the Union may, within fifteen (15) working days from the conclusion of Step 3, request the matter be sent to arbitration. All such requests shall be in writing addressed to the General Manager and shall state the precise issue to be decided; the specific portions of the Agreement which are claimed to have been violated; and the basis on which said violations are claimed.

If not so requested within said fifteen (15) day period, the matter shall be considered settled on the basis of the preceding disposition thereof.

SECTION 2.

The Union and the Authority agrees to maintain an Arbitration Panel consisting of three (3) mutually agreed upon Arbitrators for the purpose of hearing all grievance arbitration cases brought under this provision. Each arbitrator on the panel shall be assigned a grievance arbitration case on an alternating basis. If an Arbitrator on the panel is not able to hear a grievance arbitration case as prescribed in this Agreement, the next Arbitrator on the list of Arbitrators shall be assigned the case. Either party may remove a name from the list with a written notice to the other party at least ten (10) calendar days prior to the date of removal, however, only one Arbitrator may be removed by each party during any six (6) month period. The parties can mutually agree to replace an Arbitrator at any time. Notice to the Arbitrator shall be by mail no later than twenty (20) working days after the Step 3 written decision.

Not more than one grievance or dispute may be submitted to one arbitration proceeding except by mutual agreement of the parties when similar grievances or disputes occur. However, this does not apply to Class Action grievances affecting more than one employee involving the same violation.

After designation of the Arbitrator, a hearing shall be held as soon as practicable and the arbitrator shall issue an opinion and award in accordance with said rules, which, if within the arbitrator's jurisdiction, shall be final and binding on the parties and the employees involved. Said award shall be subject to any state law or federal law or regulation applicable thereto.

The fee of the Arbitrator, his travel expense and the cost of any room or facilities, shall be borne equally by the parties, but the fee and wages of representatives, attorneys, witnesses or other persons attending the hearing on behalf of a party shall be borne by the party incurring them with the exception that the Grievant and Steward shall be paid by the Authority for the time actually spent giving testimony.

The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he have the power to establish or change any classifications or wage rate, to rule on any claim for money or benefits arising under an insurance policy (or retirement claim or dispute). Any other dispute arising out of, or relating to the interpretation or proper application of this Agreement based upon a grievance or any employee alleging violation thereof shall be deemed arbitrable hereunder. Either party shall have the right to serve and enforce subpoenas for such witnesses as are necessary to the full presentation of its case.

SECTION 3.

When a grievance is put into writing, sufficient information shall be included so that it will be readily possible to determine the identity of the Grievant(s), the dates when the grievance(s) occurred, the facts of the situation which created the grievance(s), and such other information as will make it clear when the facts are claimed as the basis of the grievance. Inadvertent omission of the facts will not prejudice the processing of the grievance.

SECTION 4.

When written answers to grievances are required and the grievance complies with the above, the answer, if favorable to the Grievant, will describe exactly what will be done in settling the grievance. If not, the answer will include whatever details, dates and circumstances are involved, and the reason(s) relied on by the appropriate supervisor for denying the grievance.

Grievance(s) involving discharges or disciplinary suspensions may be advanced to the appropriate step in the Grievance Procedure.

SECTION 5.

In the event the Authority shall fail at any step in the Grievance Procedure to submit an answer within the time limits provided in the foregoing sections, the Union may notify the Authority that it is taking the grievance involved to the next higher step and omitting the step involved. Said time limits may be extended by written agreement between the Steward and the General Manager or his authorized representative.

SECTION 6.

Every effort shall be made to adjust all controversies and disagreements between the Authority and the Union or its members in an amicable manner. In the event that any dispute cannot be settled in this matter, the question may be submitted for settlement or arbitration as hereinafter provided.

Neither party shall change the status quo, as it existed prior to the occurrence of the event giving rise to the grievance, dispute or complaint while the matter is being processed through the grievance and arbitration machinery established herein.

The time limits as set forth in the grievance procedure steps above may be extended from time to time, where the circumstances reasonably require and there is mutual consent of the parties hereto.

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.

No award involving wages due any Grievant shall be made retroactive for more than thirty (30) days prior to the date the grievance was submitted in writing except where knowledge of the grievable matter did not give rise.

In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring to cause to be brought to any court, or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made and the said party, after actual notice of the same, shall, within a reasonable time, not to exceed five (5) working days, fail to correct the cause of circumstances giving rise to such disputes, claim, grievance or complaint.

SECTION 7:

Any individual employee or groups of employees who willfully violate or disregard the grievance and arbitration procedures set forth in this Agreement may be summarily discharged by the Authority without liability on the part of the Authority or the Union.

ARTICLE XLI (41)
RUN DEVELOPMENT AND SELECTION

SECTION 1.

The exclusive control rests with the Authority for the making of schedules for the operation of the Authority's vehicles, prescribing the amount of service on the individual lines, frequency of service, and the amount of time to be allowed on scheduled runs. Notwithstanding the Authority's exclusive control of these responsibilities, it is agreed that run development and run selection is of mutual concern.

In an effort to develop meaningful driver participation the Authority shall formulate a committee made up of one (1) Management and three (3) Union personnel for the development and selection of runs. The Union Executive Board will select Union committee members.

SECTION 2.

This committee will work toward a consensus on a program of runs designed to accomplish total bus run requirements of the Mass Transportation Authority.

SECTION 3.

It is the objective of both Management and the Union to balance the recommendations of the employees with the need to provide efficient and cost effective service to the public.

SECTION 4.

When consensus cannot be reached by the committee a joint meeting of Management and Union leadership will meet to resolve the differences.

SECTION 5.

The single most important contribution that the committee will make to the run development process is the communication of recommendations from the drivers to management. It is the responsibility of the Union representatives on the committee to solicit these suggestions and recommendations on a continuing basis.

SECTION 6.

The creation and combining of pieces of work shall be accomplished in a manner that will create the maximum number of full time runs with a goal of forty (40) hour work assignments. All runs that provide more than thirty-two (32) hours shall be assigned to the full time operator board. Where runs are developed that provide thirty-two (32) hours or less, the run will be assigned to the part-time operator board. All part time work assignments will be established to create the maximum number of hours per assignment as close to thirty-two (32) hours as possible. As a secondary goal work assignments will be established whenever possible to allow regular operators two (2) consecutive days off.

SECTION 7.

It is agreed that changes in runs will be made at the established run picks which occur four (4) times each year or as mutually agreed to by the Authority and the Union.

SECTION 8.

It is essential that any changes to the scheduled runs will be done in an orderly process allowing for sufficient time to properly inform the public of the changes.

SECTION 9.

The driver representatives will be involved in the actual creation of the documents necessary to support each run pick. Working in conjunction with Management representatives formats will be designed and information developed that will communicate the routes and run times to the drivers. In addition, important considerations are the time and length of lunch periods, bus assignment procedures, the development of maps graphically presenting the routes and the creation of driver run guide books.

SECTION 10.

It is mutually agreed that recommendations for adjustments to the run guides shall be submitted not later than sixty (60) days before the run pick. The new run guides will be developed no later than thirty (30) days before the designated run pick implementation date.

SECTION 11.

Runs with pay time in excess of thirty-two (32) hours will be selected by full-time regular operators. Employees classified as full-time regular operators absent during the run pick process will be required to pick a full-time run using the process outlined in Section 15. The Authority agrees to carry in the full-time regular operator job classification the number of employees equal to the runs in excess of thirty-two (32) hours. This number will be met each run pick implementation date.

SECTION 12.

Runs with pay time that are thirty-two (32) hours or less will be selected by part-time regular operators. Employees classified as part-time regular operators absent during the run pick process will be required to pick a part-time run using the process outlined in Section 15. The Authority agrees to limit the part-time regular operator job classification to the number of employees equal to the runs that are, thirty-two (32) hours or less except as modified by Article XIV (14), Section 8, of this Agreement. This number will be met each run pick implementation date.

SECTION 13.

Substitute operators may not select a run during the run pick process.

SECTION 14.

The run selection process will begin eight (8) working days before the effective date of the work assignments. The Union Steward or, in the event the Union Steward is unavailable, an operator designated by the Union will serve as administrator of the run pick. The run pick will be conducted during regular operating hours on the designated run pick days. These hours and days may be adjusted by mutual agreement between the Union and the Authority. The operator designated to administer the run pick will be paid by the Authority at the appropriate rate for each run pick day.

SECTION 15.

Run guides will be available at the operators convenience no later than seventy-two (72) hours prior to the start of the run selection. The run pick procedure will be as follows: The driver has several options available to him or her in the run pick selection process: (1) the driver may appear during a designated run pick time and represent himself/herself during the run pick or, (2) the driver may select a proxy to represent him/her during the run pick or, (3) the driver may leave three or more choices with the individual administering the run pick. The choices must be left in writing on the form established for this purpose. If the driver does not elect to exercise one of the above options by the time his/her turn is reached, he/she will be assigned the next available run from the Master Run Pick Roster by the Union administrator of the run pick.

SECTION 16.

Runs will be listed in order on the Master Run Pick Roster and placed on display in the Driver's Ready Room. As each run is selected, the appropriate driver proxy or run pick administrator, (if the driver or proxy is not available), will sign the Master Run Pick Roster as each run is selected or assigned.

A seniority list will be posted that will identify the employee by seniority.

SECTION 17.

The Union recognizes the Authority's responsibility for effective run development and an equitable procedure for run selection by the drivers. Notwithstanding, the Authority welcomes the recommendations that the committee may make and will follow the recommended course of action whenever possible.

SECTION 18.

The Union agrees to encourage it's members to utilize Union representation on this committee as the means of resolving complaints that arise out of run configuration and the selection run process.

ARTICLE XLII (42)
GENERAL

SECTION 1.

The Authority shall make the final determination on the specifications of uniforms to be worn by the operators. However, a Union representative will have the right to meet and confer on these specifications.

SECTION 2.

The Authority will place in the office a book in which operators/maintenance employees may register the particular day or days which they wish to get off. Officers and others having Union business 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 3.

All members of the Union in active service of the Authority and their wives and husbands and unmarried children (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, husbands and children (18 years and under) shall include a photograph furnished by the affected. Any misuse or loan of a pass will be cause for the Authority to demand surrender of same.

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

SECTION 4.

The Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute and any other records of the Grievant pertaining to a specific grievance.

SECTION 5.

The Authority agrees that it will allow the proper accredited representative of the Union access to the terminal at any time for the purpose of policing the terms and conditions of this Agreement.

SECTION 6.

Normal payday is Friday following the close of the work week.

ARTICLE XLIII (43)
ORGANIZATIONAL PRODUCTIVITY

SECTION 1.

It is the responsibility of the Mass Transportation Authority to provide clean, safe, on-time public transportation at the lowest possible cost recognizing the rights and needs of the employees that provide the service. Through our cooperative effort the Authority and the Union agree to apply innovative techniques to increase productivity within the organization. Through the use of participative management the employees will be able to contribute to the operation of the Mass Transportation Authority in a meaningful way. It is through maximum employee involvement that operating costs can be minimized and the day to day operation of the Mass Transportation Authority can reach peak efficiency.

SECTION 2.

It is recognized that the Mass Transportation Authority is a public body. Therefore, the profit motivation is not present. Notwithstanding this characteristic of a public body, it is mutually recognized that efforts on the part of the employees to minimize operating costs should be rewarded. It is mutually agreed that a portion of the financial benefit should go to the employees that accrue to the Mass Transportation Authority when more productive operating methods are employed.

SECTION 3.

Both parties agree to the implementation of a financial incentive program to encourage and reward improved productivity on the part of the employees. This incentive shall use as a base line Fiscal Year 1988. Productivity should be measured in terms of the operating cost per vehicle service mile of the Mass Transportation Authority. Annually vehicle service miles generated within the organization will be divided into total operating cost to establish an operating cost per vehicle service mile. All vehicle service miles, whether generated by Mass Transportation Authority operated vehicles or contractor operated vehicles, will be included within this calculation.

SECTION 4.

Further, it is agreed that efforts to improve organizational productivity will be encouraged through the use of labor management control groups. In addition, joint special task groups will be formed to handle specific organizational problems as deemed appropriate.

SECTION 5.

The Union agrees to request and encourage its members to become involved in the joint labor management decision process.

ARTICLE XLIV (44)
FOUL WEATHER EQUIPMENT

The Authority shall furnish employees, when exposed to foul weather, proper foul weather gear. Shop towels, flashlights, batteries and gloves shall be furnished to all employees requiring such in the performance of their duties.

ARTICLE XLV (45)
CHANGES IN EQUIPMENT, DUTIES & WORKING CONDITIONS

SECTION 1.

When new types of equipment affecting employees within the bargaining unit are purchased or where new job classifications for which rates of pay and conditions of employment are not established by this Agreement, such terms and conditions are subject to negotiations between the parties.

SECTION 2.

When existing equipment or job assignments are modified to where there are additional duties and skills not previously required, such conditions are subject to negotiations between the parties.

SECTION 3.

The Authority agrees to meet with the Union promptly and to discuss these changes prior to implementing such changes affecting employees in the bargaining unit. Failure of the parties to agree, it shall be a proper subject for the Grievance procedure.

SECTION 4.

The posting of such jobs will be in accordance with Article XXV (25), "Job Openings or New Positions".

SECTION 5.

Any special requirements for the performance of any piece of work, due to change in procedure or change in technologies, said training shall be paid for by the Authority (i.e. training/classroom time).

ARTICLE XLVI (46)
ON-THE-JOB TRAINING

SECTION 1.

The Authority agrees to train all employees on all existing, modified or new equipment and/or procedures required by their job assignment.

SECTION 2.

Whenever possible, the most senior employee will be offered such training first.

ARTICLE XLVII (47)
MAINTENANCE OF STANDARDS

The Authority agrees that all conditions of employment in its individual operations relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect on the effective date of this Agreement, and that conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Authority or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of the error.

ARTICLE XLVIII (48)
SEPARABILITY AND SAVINGS CLAUSE

SECTION 1.

If any Section of this Agreement or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be restrained pending a final determination as to its validity, the remainder of this contract and of any Rider thereto, or the application of such Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

SECTION 2.

In the event that any Section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediately collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of this contract to the contrary.

ARTICLE XLIX (49)
TERMS OF THE AGREEMENT

SECTION 1.

The terms of this Agreement shall apply to all employees in the classifications of work set forth herein and shall cover all accretions to or relocations of bargaining unit operations, including newly established or acquired operations of the Authority shall be covered by this Agreement.

SECTION 2.

No member of this unit shall be required to do work outside the concept of his/her classification, nor shall any other employee perform duties which are outside the concept of his/her classifications and which fall within the concepts of the classification covered by this Agreement, except under emergency conditions (as defined in this Agreement), and except in those cases where the duties performed which fall within the concept of a classification covered by this Agreement are not the primary function. The concept of the classifications are defined in the classification specifications.

SECTION 3.

A classification may not be removed from the bargaining unit by merely changing the title or by modifying the classification specifications or the purpose of undermining the Union.

SECTION 4.

Any alleged violation of this Article is subject to an immediate hearing at Step 3 of the Grievance Procedure after Step 2 of the Grievance Procedure has been completed.

SECTION 5.

It shall not be a violation of this Agreement, and it shall not be cause for discharge or discipline, in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any picket line.

SECTION 6.

It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any services which the Authority undertakes to perform as an ally of an employer or person whose employees are on strike and which service, but for such strike, would be performed by the employees of the employer or person on strike.

ARTICLE L (50)
TERMINATION OF CONTRACT

In the event of war, declaration of emergency, or imposition of civilian controls, during the life of this contract, either party may reopen the same upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours for the duration of emergency. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties as compliance with notice requirements of applicable law, so as to permit economic action at the expiration thereof.

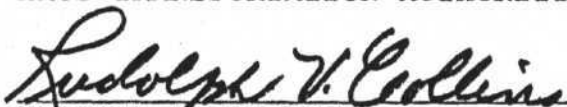
ARTICLE LI (51)
MODIFICATION AND DURATION OF CONTRACT

This Agreement shall be in full force and effect from the date of signing to and including December 31, 1996 and shall continue in full force and effect from year to year thereafter until written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

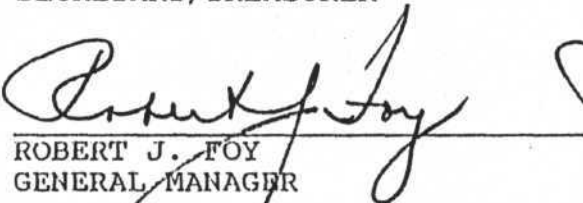
Proposals for a new Agreement may be submitted by the parties in writing any time prior to the expiration date of the Agreement. Negotiations by both parties shall proceed in good faith until a new Agreement is reached or the Agreement is terminated, whichever occurs first. However, the Agreement shall remain in effect on a day-to-day basis unless either party serves notice to the other party of its intent to terminate such Agreement.

IN WITNESS THEREOF, the parties hereunto set their hands and seals this 18TH day of DECEMBER, 1992.

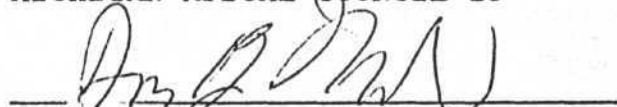
MASS TRANSPORTATION AUTHORITY

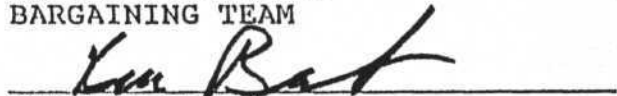

RUDOLPH Y. COLLINS
CHAIRMAN


CARL BEKOFKSKE
SECRETARY/TREASURER

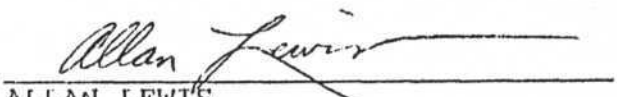

ROBERT J. FOY
GENERAL MANAGER

MICHIGAN AFSCME COUNCIL 25


DON E. MAKI
STAFF REPRESENTATIVE
AFSCME COUNCIL 25

AFSCME COUNCIL 25
BARGAINING TEAM

KENNETH BEALS
PRESIDENT


PATRICIA SPRINGER
CHIEF STEWARD


ALLAN LEWIS
STEWARD

ATTACHMENT 1

WAGES, INCENTIVES AND SHIFT PREMIUM

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LUMP SUM PAYMENT

A ONE TIME LUMP SUM PAYMENT WILL BE PAID TO REGULAR FULL-TIME AND PART-TIME EMPLOYEES ON THE MASS TRANSPORTATION AUTHORITY PERSONNEL ROLLS AS OF DECEMBER 31, 1992, COVERED BY THIS AGREEMENT IN THE AMOUNT DETERMINED AS FOLLOWS:

MORE THAN 500 HOURS -----	\$ 250.00
MORE THAN 1,000 HOURS -----	\$ 500.00
MORE THAN 1,500 HOURS -----	\$ 750.00
MORE THAN 2,000 HOURS -----	\$1,000.00

THE AMOUNT COVERED BY THIS AGREEMENT WILL BE SUBJECT TO LEGAL DEDUCTIONS.

THIS LUMP SUM PAYMENT IS FOR EACH HOUR ACTUALLY WORKED DEFINED AS REGULAR PAY HOURS IDENTIFIED ON THE WEEKLY PAY STUBS ISSUED TO THE EMPLOYEES DURING THE PERIOD OF JANUARY 1 THROUGH DECEMBER 31, 1992. VACATION HOURS WILL ALSO BE INCLUDED AS HOURS ACTUALLY WORKED.

THE PAYMENT OF THIS AMOUNT WILL BE DEPENDENT UPON THE MASS TRANSPORTATION AUTHORITY RECEIVING NO LESS THAN FOUR MILLION DOLLARS (\$4,000,000.) IN STATE FORMULA OPERATING ASSISTANCE FROM THE STATE OF MICHIGAN DURING FY 1993. PAYMENT WILL BE MADE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THE STATE FORMULA OPERATING ASSISTANCE OF FOUR MILLION DOLLARS (\$4,000,000.)

FIRST YEAR AFTER CONTRACT SIGNING

EFFECTIVE JANUARY 3, 1993

WAGE RATES AND INCENTIVE SCHEDULE FOR REGULAR BUS OPERATORS

REGULAR BUS OPERATOR BASIC WAGE \$ 10.80 PER HOUR

INDIVIDUAL INCENTIVES:

ATTENDANCE (UP TO)	.50
SAFETY (UP TO)	.35
RULE COMPLIANCE (UP TO)	.35
PROFESSIONALISM (UP TO)	.20

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75) IN FAREBOX REVENUE OVER A BASE YEAR OF FY 1988 EACH YEAR FOR TERM OF CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN BUS PULL OFFS (UP TO \$.25) OVER A BASE YEAR OF FY 1988 EACH YEAR FOR TERM OF CONTRACT.

PIECES OF WORK STARTING AFTER 4:00 P.M. WILL BE PROVIDED A PREMIUM OF \$.10 FOR EACH HOUR WORKED.

FIRST YEAR AFTER CONTRACT SIGNING

EFFECTIVE JANUARY 3, 1993

WAGE RATES AND INCENTIVE SCHEDULE FOR PART-TIME BUS OPERATORS

PART-TIME BUS OPERATOR BASIC WAGE \$ 10.60 PER HOUR

INDIVIDUAL INCENTIVES:

ATTENDANCE (UP TO)	.50
SAFETY (UP TO)	.35
RULE COMPLIANCE (UP TO)	.35
PROFESSIONALISM (UP TO)	.20

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75) IN FAREBOX REVENUE OVER A BASE YEAR OF FY 1988 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN BUS PULL OFFS (UP TO \$.25) OVER A BASE YEAR OF FY 1988 EACH YEAR FOR TERM OF CONTRACT.

PIECES OF WORK STARTING AFTER 4:00 P.M. WILL BE PROVIDED A PREMIUM OF \$.10 FOR EACH HOUR WORKED.

FIRST YEAR AFTER CONTRACT SIGNING

EFFECTIVE JANUARY 3, 1993

WAGE RATES, PROFICIENCY PAY & INCENTIVE SCHEDULE FOR
MAINTENANCE EMPLOYEES

	WAGE RATE	PROFICIENCY (UP TO)	INDIVIDUAL INCENTIVES (UP TO)
MECHANICS	\$ 10.80	\$ 1.70	\$ 1.40
BUILDINGS, GROUNDS & EQUIP. MAINTENANCE SP.	10.80	1.15	1.40
BODY REPAIR & PAINTING SPECIALIST	10.80	1.10	1.40
GENERAL MAINT. TECHNICIAN	9.75	.68	1.40

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75) IN FAREBOX REVENUE OVER A BASE YEAR OF FY 1988 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN BUS PULL OFFS (UP TO \$.25) OVER A BASE YEAR OF FY 1988 EACH YEAR FOR TERM OF THE CONTRACT.

SHIFT PREMIUM:

SECOND SHIFT PREMIUM OF \$.10 PER HOUR WILL BE PROVIDED TO MAINTENANCE PERSONNEL WHEN THEIR REGULAR SHIFT START TIME BEGINS BETWEEN 4:00 P.M. AND 9:59 P.M.

THIRD SHIFT PREMIUM OF \$.20 PER HOUR WILL BE PROVIDED TO MAINTENANCE PERSONNEL WHEN THEIR REGULAR SHIFT START TIME BEGINS BETWEEN 10:00 P.M. AND 4:00 A.M.

ATTENDANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

Good attendance at work is beneficial to the employee, Union and the Authority. Therefore, compensation under the Contract will provide an Attendance Incentive. This Incentive for each hour actually worked (defined as the regular pay hours identified on the weekly pay stubs issued to the employee during the period. This will not exceed fifty-two (52) weeks a year.) will be given to each employee with no lost time except as specified in Article XXII. Incentive payment will be limited to employees on the MTA employment role current as of the last calendar day of the incentive period (i.e. month end, quarter end, fiscal year end).

FIRST YEAR

Financial Incentive:

Each Calendar Month (Paid by the 15th of the following month)	.10
Each Calendar Quarter (Paid by the 15th of the month following the end of the quarter)	.15
Each Year (Computed annually as of September 30th with payment being made by the 15th of November)	.25

SAFETY INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

Safe work habits are important to the employee, Union and Authority. Therefore, compensation under this Contract will provide a Safety Incentive. This Incentive for each hour actually worked (Defined as the regular pay hours identified on the weekly pay stubs issued to the employee during the period. This will not exceed fifty-two (52) weeks a year.) will be given to each employee that meets the criteria for the Safety Incentive. Incentive payment will be limited to employees on the MTA employment role current as of the last calendar day of the incentive period (i.e. month end, quarter end, fiscal year end).

FIRST YEAR

Criteria and Financial Incentives:

Each Calendar Month (Paid by the 15th of the following month)	.05
Each Calendar Quarter (Paid by the 15th of the month following the end of the quarter)	.10
Each Fiscal Year where the regular employee qualifies for all four (4) quarterly safety incentives without an avoidable accident. (Computed annually as of September 30th with payment being made by the 15th of November).	.20

RULE COMPLIANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

The development of work habits consistent with established work rules and procedures is important to the attainment of organizational and individual goals. Therefore, compensation under this Contract will provide positive motivations for compliance through financial incentive. This incentive, for each hour actually worked (Defined as the regular pay hours identified on the weekly pay stubs issued to the employee during the period. This will not exceed fifty-two (52) weeks a year.), will be given to each employee with no discipline except as specified in Article XXXI. Incentive payment will be limited to employees on the MTA employment role current as of the last calendar day of the incentive period (i.e. month end, quarter end, fiscal year end).

FIRST YEAR

Criteria and Financial Incentives:

Each calendar month where the employee has not been issued a MTA Form 156 dated during that month. (Paid by the 15th of the following month.)	.05
Each calendar quarter where the employee has not been issued a MTA Form 156 during that quarter. (Paid by the 15th of the month following the end of the quarter.)	.10
Each fiscal year where the employee has not been issued a MTA Form 156 dated during that fiscal year (Computed annually as of September 30th with payment being made by the 15th of November.)	.20

EMPLOYEE PROFESSIONALISM INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

Professionalism is important to the performance of the employee and the Authority. Therefore, compensation under this Contract will provide the employee professionalism incentive. This incentive for each hour actually worked (Defined as the regular pay hours identified on the weekly pay stubs issued to the employee during the period. This will not exceed fifty-two (52) weeks a year.), will be given to each employee with sufficient employee professionalism points as specified in Article XXII. Incentive payment will be limited to employees on the MTA employment role current as of the last calendar day of the incentive period (i.e. month end, quarter end, fiscal year end).

FIRST YEAR

Criteria and Financial Incentives:

Each calendar month where the employee has maintained 25 or more professionalism points for the quarter. .05

Each fiscal year where the employee has maintained 100 or more professionalism points for the fiscal year. .15

SECOND YEAR AFTER CONTRACT SIGNING

EFFECTIVE JANUARY 2, 1994

WAGE RATES AND INCENTIVE SCHEDULE FOR REGULAR BUS OPERATORS

REGULAR BUS OPERATOR BASIC WAGE \$ 11.15 PER HOUR

INDIVIDUAL INCENTIVES:

ATTENDANCE (UP TO)	.50
SAFETY (UP TO)	.40
RULE COMPLIANCE (UP TO)	.35
PROFESSIONALISM (UP TO)	.20

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75) IN FAREBOX REVENUE OVER A BASE YEAR OF FY 1988 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN BUS PULL OFFS (UP TO \$.25) OVER A BASE YEAR OF FY 1988 EACH YEAR FOR TERM OF THE CONTRACT.

PIECES OF WORK STARTING AFTER 4:00 P.M. WILL BE PROVIDED A PREMIUM OF \$.10 FOR EACH HOUR WORKED.

SECOND YEAR AFTER CONTRACT SIGNING

EFFECTIVE JANUARY 2, 1994

WAGE RATES AND INCENTIVE SCHEDULE FOR PART-TIME BUS OPERATORS

PART-TIME BUS OPERATOR BASIC WAGE \$ 10.95 PER HOUR

INDIVIDUAL INCENTIVES:

ATTENDANCE (UP TO)	.50
SAFETY (UP TO)	.40
RULE COMPLIANCE (UP TO)	.35
PROFESSIONALISM (UP TO)	.20

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75) IN FAREBOX REVENUE OVER A BASE YEAR OF FY 1988 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN BUS PULL OFFS (UP TO \$.25) OVER A BASE YEAR OF FY 1988 EACH YEAR FOR TERM OF THE CONTRACT.

PIECES OF WORK STARTING AFTER 4:00 P.M. WILL BE PROVIDED A PREMIUM OF \$.10 FOR EACH HOUR WORKED.

SECOND YEAR AFTER CONTRACT SIGNING

EFFECTIVE JANUARY 2, 1994

WAGE RATES, PROFICIENCY PAY & INCENTIVE SCHEDULE FOR
MAINTENANCE EMPLOYEES

	WAGE RATE	PROFICIENCY (UP TO)	INDIVIDUAL INCENTIVES (UP TO)
MECHANICS	\$ 11.15	\$ 1.70	\$ 1.45
BUILDINGS, GROUND & EQUIP. MAINTENANCE SP.	11.15	1.15	1.45
BODY REPAIR & PAINTING SPECIALIST	11.15	1.10	1.45
GENERAL MAINT. TECHNICIAN	10.10	.68	1.45

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5%
IMPROVEMENT (UP TO \$.75) IN FAREBOX REVENUE OVER A BASE YEAR OF
FY 1988 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION
IN BUS PULL OFFS (UP TO \$.25) OVER A BASE YEAR OF FY 1988 EACH
YEAR FOR TERM OF THE CONTRACT.

SHIFT PREMIUM:

SECOND SHIFT PREMIUM OF \$.10 PER HOUR WILL BE PROVIDED TO
MAINTENANCE PERSONNEL WHEN THEIR REGULAR SHIFT START TIME
BEGINS BETWEEN 4:00 P.M. AND 9:59 P.M.

THIRD SHIFT PREMIUM OF \$.20 PER HOUR WILL BE PROVIDED TO
MAINTENANCE PERSONNEL WHEN THEIR REGULAR SHIFT START TIME
BEGINS BETWEEN 10:00 P.M. AND 4:00 A.M.

ATTENDANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

Good attendance at work is beneficial to the employee, Union and the Authority. Therefore, compensation under the Contract will provide an Attendance Incentive. This Incentive for each hour actually worked (defined as the regular pay hours identified on the weekly pay stubs issued to the employee during the period. This will not exceed fifty-two (52) weeks a year.) will be given to each employee with no lost time except as specified in Article XXII. Incentive payment will be limited to employees on the MTA employment role current as of the last calendar day of the incentive period (i.e. month end, quarter end, fiscal year end).

SECOND YEAR

Financial Incentive:

Each Calendar Month (Paid by the 15th of the following month)	.10
Each Calendar Quarter (Paid by the 15th of the month following the end of the quarter)	.15
Each Year (Computed annually as of September 30th with payment being made by the 15th of November)	.25

SAFETY INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

Safe work habits are important to the employee, Union and Authority. Therefore, compensation under this Contract will provide a Safety Incentive. This Incentive for each hour actually worked (Defined as the regular pay hours identified on the weekly pay stubs issued to the employee during the period. This will not exceed fifty-two (52) weeks a year.) will be given to each employee that meets the criteria for the Safety Incentive. Incentive payment will be limited to employees on the MTA employment role current as of the last calendar day of the incentive period (i.e. month end, quarter end, fiscal year end).

SECOND YEAR

Criteria and Financial Incentives:

Each Calendar Month (Paid by the 15th of the following month)	.05
Each Calendar Quarter (Paid by the 15th of the month following the end of the quarter)	.10
Each Fiscal Year where the regular employee qualifies for all four (4) quarterly safety incentives without an avoidable accident. (Computed annually as of September 30th with payment being made by the 15th of November).	.25

RULE COMPLIANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

The development of work habits consistent with established work rules and procedures is important to the attainment of organizational and individual goals. Therefore, compensation under this Contract will provide positive motivations for compliance through financial incentive. This incentive, for each hour actually worked (Defined as the regular pay hours identified on the weekly pay stubs issued to the employee during the period. This will not exceed fifty-two (52) weeks a year.), will be given to each employee with no discipline except as specified in Article XXXI. Incentive payment will be limited to employees on the MTA employment role current as of the last calendar day of the incentive period (i.e. month end, quarter end, fiscal year end).

SECOND YEAR

Criteria and Financial Incentives:

Each calendar month where the employee has not been issued a MTA Form 156 dated during that month. (Paid by the 15th of the following month.)	.05
Each calendar quarter where the employee has not been issued a MTA Form 156 during that quarter. (Paid by the 15th of the month following the end of the quarter.)	.10
Each fiscal year where the employee has not been issued a MTA Form 156 dated during that fiscal year (Computed annually as of September 30th with payment being made by the 15th of November.)	.20

EMPLOYEE PROFESSIONALISM INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

Professionalism is important to the performance of the employee and the Authority. Therefore, compensation under this Contract will provide the employee professionalism incentive. This incentive for each hour actually worked (Defined as the regular pay hours identified on the weekly pay stubs issued to the employee during the period. This will not exceed fifty-two (52) weeks a year.), will be given to each employee with sufficient employee professionalism points as specified in Article XXII. Incentive payment will be limited to employees on the MTA employment role current as of the last calendar day of the incentive period (i.e. month end, quarter end, fiscal year end).

SECOND YEAR

Criteria and Financial Incentives:

Each calendar month where the employee has maintained 25 or more professionalism points for the quarter.	.05
Each fiscal year where the employee has maintained 100 or more professionalism points for the fiscal year.	.15

THIRD YEAR AFTER CONTRACT SIGNING

EFFECTIVE JANUARY 1, 1995

WAGE RATES AND INCENTIVE SCHEDULE FOR REGULAR BUS OPERATORS

REGULAR BUS OPERATOR BASIC WAGE \$ 11.45 PER HOUR

INDIVIDUAL INCENTIVES:

ATTENDANCE (UP TO)	.55
SAFETY (UP TO)	.40
RULE COMPLIANCE (UP TO)	.35
PROFESSIONALISM (UP TO)	.25

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75) IN FAREBOX REVENUE OVER A BASE YEAR OF FY 1988 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN BUS PULL OFFS (UP TO \$.25) OVER A BASE YEAR OF FY 1988 EACH YEAR FOR TERM OF THE CONTRACT.

PIECES OF WORK STARTING AFTER 4:00 P.M. WILL BE PROVIDED A PREMIUM OF \$.10 FOR EACH HOUR WORKED.

THIRD YEAR AFTER CONTRACT SIGNING

EFFECTIVE JANUARY 1, 1995

WAGE RATES AND INCENTIVE SCHEDULE FOR PART-TIME BUS OPERATORS

PART-TIME BUS OPERATOR BASIC WAGE \$ 11.25 PER HOUR

INDIVIDUAL INCENTIVES:

ATTENDANCE (UP TO)	.55
SAFETY (UP TO)	.40
RULE COMPLIANCE (UP TO)	.35
PROFESSIONALISM (UP TO)	.25

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75) IN FAREBOX REVENUE OVER A BASE YEAR OF FY 1988 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN BUS PULL OFFS (UP TO \$.25) OVER A BASE YEAR OF FY 1988 EACH YEAR FOR TERM OF THE CONTRACT.

PIECES OF WORK STARTING AFTER 4:00 P.M. WILL BE PROVIDED A PREMIUM OF \$.10 FOR EACH HOUR WORKED.

THIRD YEAR AFTER CONTRACT SIGNING

EFFECTIVE JANUARY 1, 1995

WAGE RATES, PROFICIENCY PAY & INCENTIVE SCHEDULE FOR
MAINTENANCE EMPLOYEES

	WAGE RATE	PROFICIENCY (UP TO)	INDIVIDUAL INCENTIVES (UP TO)
MECHANICS	\$ 11.45	\$ 1.70	\$ 1.55
BUILDINGS, GROUNDS & EQUIP. MAINTENANCE SP.	11.45	1.15	1.55
BODY REPAIR & PAINTING SPECIALIST	11.45	1.10	1.55
GENERAL MAINT. TECHNICIAN	10.40	.68	1.55

ANNUAL GROUP INCENTIVE:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75) IN FAREBOX REVENUE OVER A BASE YEAR OF FY 1988 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN BUS PULL OFFS (UP TO \$.25) OVER A BASE YEAR OF FY 1988 EACH YEAR FOR TERM OF THE CONTRACT.

SHIFT PREMIUM:

SECOND SHIFT PREMIUM OF \$.10 PER HOUR WILL BE PROVIDED TO MAINTENANCE PERSONNEL WHEN THEIR REGULAR SHIFT START TIME BEGINS BETWEEN 4:00 P.M. AND 9:59 P.M.

THIRD SHIFT PREMIUM OF \$.20 PER HOUR WILL BE PROVIDED TO MAINTENANCE PERSONNEL WHEN THEIR REGULAR SHIFT START TIME BEGINS BETWEEN 10:00 P.M. AND 4:00 A.M.

ATTENDANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

Good attendance at work is beneficial to the employee, Union and the Authority. Therefore, compensation under the Contract will provide an Attendance Incentive. This Incentive for each hour actually worked (defined as the regular pay hours identified on the weekly pay stubs issued to the employee during the period. This will not exceed fifty-two (52) weeks a year.) will be given to each employee with no lost time except as specified in Article XXII. Incentive payment will be limited to employees on the MTA employment role current as of the last calendar day of the incentive period (i.e. month end, quarter end, fiscal year end).

THIRD YEAR

Financial Incentive:

Each Calendar Month (Paid by the 15th of the following month)	.10
Each Calendar Quarter (Paid by the 15th of the month following the end of the quarter)	.15
Each Year (Computed annually as of September 30th with payment being made by the 15th of November)	.30

SAFETY INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

Safe work habits are important to the employee, Union and Authority. Therefore, compensation under this Contract will provide a Safety Incentive. This Incentive for each hour actually worked (Defined as the regular pay hours identified on the weekly pay stubs issued to the employee during the period. This will not exceed fifty-two (52) weeks a year.) will be given to each employee that meets the criteria for the Safety Incentive. Incentive payment will be limited to employees on the MTA employment role current as of the last calendar day of the incentive period (i.e. month end, quarter end, fiscal year end).

THIRD YEAR

Criteria and Financial Incentives:

Each Calendar Month (Paid by the 15th of the following month)	.05
Each Calendar Quarter (Paid by the 15th of the month following the end of the quarter)	.10
Each Fiscal Year where the regular employee qualifies for all four (4) quarterly safety incentives without an avoidable accident. (Computed annually as of September 30th with payment being made by the 15th of November).	.25

RULE COMPLIANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

The development of work habits consistent with established work rules and procedures is important to the attainment of organizational and individual goals. Therefore, compensation under this Contract will provide positive motivations for compliance through financial incentive. This incentive, for each hour actually worked (Defined as the regular pay hours identified on the weekly pay stubs issued to the employee during the period. This will not exceed fifty-two (52) weeks a year.), will be given to each employee with no discipline except as specified in Article XXXI. Incentive payment will be limited to employees on the MTA employment role current as of the last calendar day of the incentive period (i.e. month end, quarter end, fiscal year end).

THIRD YEAR

Criteria and Financial Incentives:

Each calendar month where the employee has not been issued a MTA Form 156 dated during that month. (Paid by the 15th of the following month.)	.05
Each calendar quarter where the employee has not been issued a MTA Form 156 during that quarter. (Paid by the 15th of the month following the end of the quarter.)	.10
Each fiscal year where the employee has not been issued a MTA Form 156 dated during that fiscal year (Computed annually as of September 30th with payment being made by the 15th of November.)	.20

EMPLOYEE PROFESSIONALISM INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

Professionalism is important to the performance of the employee and the Authority. Therefore, compensation under this Contract will provide the employee professionalism incentive. This incentive for each hour actually worked (Defined as the regular pay hours identified on the weekly pay stubs issued to the employee during the period. This will not exceed fifty-two (52) weeks a year.), will be given to each employee with sufficient employee professionalism points as specified in Article XXII. Incentive payment will be limited to employees on the MTA employment role current as of the last calendar day of the incentive period (i.e. month end, quarter end, fiscal year end).

THIRD YEAR

Criteria and Financial Incentives:

Each calendar month where the employee has maintained 25 or more professionalism points for the quarter.	.05
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Each fiscal year where the employee has maintained 100 or more professionalism points for the fiscal year.	.20
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FOURTH YEAR AFTER CONTRACT SIGNING

EFFECTIVE JANUARY 7, 1996

WAGE RATES AND INCENTIVE SCHEDULE FOR REGULAR BUS OPERATORS

REGULAR BUS OPERATOR BASIC WAGE \$ 11.95 PER HOUR

INDIVIDUAL INCENTIVES:

ATTENDANCE (UP TO)	.55
SAFETY (UP TO)	.40
RULE COMPLIANCE (UP TO)	.35
PROFESSIONALISM (UP TO)	.25

ANNUAL GROUP INCENTIVES:

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PIECES OF WORK STARTING AFTER 4:00 P.M. WILL BE PROVIDED A PREMIUM OF \$.10 FOR EACH HOUR WORKED.

FOURTH YEAR AFTER CONTRACT SIGNING

EFFECTIVE JANUARY 7, 1996

WAGE RATES AND INCENTIVE SCHEDULE FOR PART-TIME BUS OPERATORS

PART-TIME BUS OPERATOR BASIC WAGE \$ 11.55 PER HOUR

INDIVIDUAL INCENTIVES:

ATTENDANCE (UP TO)	.55
SAFETY (UP TO)	.40
RULE COMPLIANCE (UP TO)	.35
PROFESSIONALISM (UP TO)	.25

ANNUAL GROUP INCENTIVES:

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FOURTH YEAR AFTER CONTRACT SIGNING

EFFECTIVE JANUARY 7, 1996

WAGE RATES, PROFICIENCY PAY & INCENTIVE SCHEDULE FOR
MAINTENANCE EMPLOYEES

	WAGE RATE	PROFICIENCY (UP TO)	INDIVIDUAL INCENTIVES (UP TO)
MECHANICS	\$ 11.95	\$ 1.70	\$ 1.55
BUILDINGS, GROUNDS & EQUIP. MAINTENANCE SP.	11.95	1.15	1.55
BODY REPAIR & PAINTING SPECIALIST	11.95	1.10	1.55
GENERAL MAINT. TECHNICIAN	10.90	.68	1.55

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FINANCIAL INCENTIVE SCHEDULE

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FOURTH YEAR

Financial Incentive:

Each Calendar Month (Paid by the 15th of the following month)	.10
Each Calendar Quarter (Paid by the 15th of the month following the end of the quarter)	.15
Each Year (Computed annually as of September 30th with payment being made by the 15th of November)	.30

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FINANCIAL INCENTIVE SCHEDULE

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FOURTH YEAR

Criteria and Financial Incentives:

Each Calendar Month (Paid by the 15th of the following month)	.05
Each Calendar Quarter (Paid by the 15th of the month following the end of the quarter)	.10
Each Fiscal Year where the regular employee qualifies for all four (4) quarterly safety incentives without an avoidable accident. (Computed annually as of September 30th with payment being made by the 15th of November).	.25

RULE COMPLIANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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FOURTH YEAR

Criteria and Financial Incentives:

Each calendar month where the employee has not been issued a MTA Form 156 dated during that month. (Paid by the 15th of the following month.)	.05
Each calendar quarter where the employee has not been issued a MTA Form 156 during that quarter. (Paid by the 15th of the month following the end of the quarter.)	.10
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EMPLOYEE PROFESSIONALISM INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

Professionalism is important to the performance of the employee and the Authority. Therefore, compensation under this Contract will provide the employee professionalism incentive. This incentive for each hour actually worked (Defined as the regular pay hours identified on the weekly pay stubs issued to the employee during the period. This will not exceed fifty-two (52) weeks a year.), will be given to each employee with sufficient employee professionalism points as specified in Article XXII. Incentive payment will be limited to employees on the MTA employment role current as of the last calendar day of the incentive period (i.e. month end, quarter end, fiscal year end).

FOURTH YEAR

Criteria and Financial Incentives:

Each calendar month where the employee has maintained 25 or more professionalism points for the quarter.

.05

Each fiscal year where the employee has maintained 100 or more professionalism points for the fiscal year.

.20

ATTACHMENT II
FRINGE BENEFITS PROGRAM
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ATTACHMENT II

FRINGE BENEFITS PROGRAM

The Fringe Benefits described in this attachment apply to full-time operators and maintenance employees.

Part-time operators will not be eligible for fringe benefits applicable to full-time employees, except for 50% of health care program, uniform allowance and a pro-rata share of vacation and holiday pay. The pro-rata share (to the nearest tenth of an hour) is determined using actual work hours for the last twelve (12) months as a percentage of 2,080 hours. For vacation time, this percentage is applied to the appropriate hours authorized in the vacation schedule. For holiday pay, this percentage is applied to eight (8) hours to determine the eligible holiday pay.

Mass Transportation Authority retired full-time operators and maintenance employees, 65 years of age and older, will be provided a basic Medicare supplement not to exceed:

20 years of employment with MTA	----	\$150.00 per month
10 years of employment with MTA	----	\$100.00 per month

The health care benefits described herein may be provided through medical insurance or a self-funded medical program.

The Union agrees to a HMO as the administrator for a self-funded medical plan with the following stipulations.

The HMO plan adopted will provide a point of service option.

Michigan Employee Benefit Services, Inc. (MEBS) will act as agent of record. AFSCME Local 3437, MEBS, and the Mass Transportation Authority (MTA) will regularly and jointly review the reports from the Administrator.

Any claims information containing the name, address, or social security number of an employee or dependent is expressly forbidden without a signed waiver from the employee.

The Administrator Agreement between the MTA and HMO will be modified to include the following:

All reports and communication regarding claims and benefit interpretation shall be forwarded to MTA through the Agent of Record.

All levels and amounts of coverage cannot be reduced or altered by MTA or the Administrator for the term of the contract without prior concurrence of the Union.

The AFL/CIO Public Employee Trust voluntary options will be made available on a payroll deduction basis.

The Plan Administrator will be evaluated at the end of each year. The criteria for evaluation will be based upon service, confidentiality of records, network and cost containment.

This is a brief summary of your benefits. Your complete benefits and other rights are explained in your subscriber contract and corresponding rider. Except for emergencies or other urgently needed services, all services must be provided or authorized by your primary care physician. The amounts shown under "YOU PAY" are copayments that apply to each covered service provided.

PHYSICIAN SERVICES	YOU PAY
Office visits	Nothing
Periodic physical exams	Nothing
Immunizations	Nothing
Lab tests and X-rays	Nothing
Maternity care, including prenatal & postpartum care	Nothing
Delivery in hospital	Nothing
Surgery	Nothing
Hospital Care	Nothing
Home Care	Nothing
Skilled nursing facility care	Nothing
Allergy services	Nothing

SUBSTANCE ABUSE SERVICES*	

Inpatient or residential care	Nothing
Outpatient care	\$10 per visit
Evaluation	
Detoxification	
Counseling	

PRESCRIPTION DRUGS*	Nothing

*Limitations apply to these benefits. See your subscriber contract and corresponding rider for details.

HEALTH CARE BENEFITS

HOSPITAL SERVICES	YOU PAY
Unlimited days of necessary hospital care	Nothing
Semiprivate room and board	Nothing
Private room and board when requested by your physician for medical reasons	Nothing
Drugs, oxygen and other supplies	Nothing
All other inpatient services	Nothing
Emergency care in region	Nothing when admitted, injured or referres, otherwise \$15 per visit
Emergency care outside regio	Nothing up to reasonable and customary charges
Ambulance services	Nothing when an emergency or arranged in advance, otherwise \$25 per use
<hr/>	
MENTAL HEALTH SERVICES*	
<hr/>	
Inpatient care 45 days per year	Nothing
Outpatient care Up to 20 visits per year	\$10 per visit
<hr/>	
FAMILY PLANNING *	Nothing
<hr/>	

* Limitations apply to these benefits. See your subscriber contract and corresponding rider for details.

HEALTH CARE BENEFITS

NOT COVERED

Services not provided or authorized by your primary care physician, except for emergencies or urgently needed health care services

Services and supplies that are not medically necessary, except checkups and related care to help maintain good health

Dental care

Cosmetic surgery

Custodial care

Hearing aids, eye glasses or contact lenses, except lenses prescribed after cataract surgery

Exams for employment, licensing, insurance, education or sport purposes

Services to the extent benefits are received or payable under Workers' Compensation, any insurance plan or state or federal laws

Experimental treatments

Vocational rehabilitation

Long-term treatment of alcoholism and drug addiction

Personal or comfort items, such as television set or telephone

Corrective shoes

Sex transformation surgery and all expenses connected with that surgery

Reversals of voluntary infertility

Services to reduce or control weight

Wigs or prosthetic hair

Services or supplies from convalescent homes, homes for the aged or adult foster care facilities

HEALTH CARE BENEFITS

NOT COVERED

Drugs, services, supplies provided on an outpatient basis and not specifically identified as being covered by the plan

Services in support of other services that are not covered by the plan

24-hour skilled nursing care in the home

services of chiropractors or podiatrists

This summary of benefits, copayments and exclusions has been prepared to provide a quick and easy source of information about health benefits.

It cannot modify or affect coverage of benefits in any way. Complete detailed information on all benefits, copayments, limitations and exclusions is included in subscriber contracts and corresponding riders. Services must be obtained from participating plan physicians and other participating providers.

COORDINATION OF BENEFITS

- A. If a member, under this contract, is also covered under any other health benefit plan or insurance policy, including automobile insurance, the payable benefits hereunder shall be reduced to the extent that benefits are available to member under such other plan or policy whether or not a claim is made for the same. If a member has automobile insurance which provides for benefits for medical expenses resulting from an automobile accident, the member shall not be entitled to benefits under this contract for injuries arising out of such accident to the extent they are covered by the member's automobile insurance. If such benefits have been provided by MTA, MTA shall have the right to recover any benefits provided from the automobile insurer or the member to the

extent they are available under the member's automobile insurance.

B. The rules establishing the order of benefit determination between this contract and any other plan covering the member on whose behalf a claim is made are as follows:

1. The benefits of the plan which covers such member other than as a dependent will be determined before the benefits of the plan which covers such member as a dependent.
2. For those plans which have applicable coordination of benefits clauses, the following rules will apply:
 - a. The benefits of the plan which covers such member other than as a dependent will be determined before the benefits of the plan which covers such member as a dependent.
 - b. If two plans cover the expenses of a member as a dependent, the benefits of the plan of the person whose birthday anniversary occurs earlier in the calendar year shall be determined before the benefits of the plan of the person whose birthday anniversary occurs later in the calendar year.
 - c. If the birthday anniversaries are identical, the benefits of the plan which has covered the person on whose expenses the claim is based for the longer period of time shall be determined before the benefits of the plan which has covered the person for the shorter period of time.
 - d. In the case of a member who is a dependent minor child, benefits shall be determined according to the following:
 - i. Except as provided in (iii) below, if the parents of the minor child are legally separated or divorced, and the parent with custody of the minor child has not remarried, the benefits of the plan which covers the minor child as dependent of the custodial parent shall be determined before the benefits of the plan which covers the minor child as a dependent of the noncustodial parent.
 - ii. Except as provided in (iii) below, if the parents of the minor child are divorced, and the parent with custody of the child has

remarried, the benefits of the plan which covers the minor child as a dependent of the custodial parent shall be determined before the benefits of the plan which covers the minor child as a dependent of the spouse of the custodial parent, and the benefits of the plan which covers the minor child as a dependent of the spouse of the custodial parent shall be determined before the benefits of the plan which covers the minor child as dependent of the noncustodial parent.

iii. If the parents of the minor child are divorced, and the decree of divorce places financial responsibility for the medical, dental, or other health care expenses of the minor child upon either the custodial or the noncustodial parent, the benefits of the plan which covers the minor child as a dependent of the parent with such financial responsibility shall be determined before the benefits of any other plan which covers the minor child as a dependent.

e. When rules (a), (b) and (c) above do not establish an order of benefit determination, then the benefits of the plan which has covered such subscriber for the longer period of time will be determined first, subject to the following:

i. the benefits of the plan covering the member as a laid off or retired employee or as a dependent of a laid off or retired employee shall be determined after the benefits of any other plan covering the member other than as a laid off or retired employee or a dependent of a laid off or retired employee.

C. In no event shall the member recover under this contract and all other group plans combined, more than the total reasonable actual expense for the services provided under this contract.

BENEFITS MTA

1. may release, request or obtain claim information from any individual or organization. In addition, any member claiming benefits from MTA shall furnish MTA with any information which it may require.
2. has the right, if any overpayment is made by MTA because of member's failure to report other coverage or any other reason, to recover such excess payment from any individual to whom, or for whom, such payments were made.

SECTION 2.

DENTAL CARE PROGRAM

The Mass Transportation Authority will provide dental benefits as described herein.

All eligible dental charges will be paid directly by the insurance carrier and will not require the member to pre-pay and be reimbursed.

DENTAL CARE PROGRAM

SECTION I INTRODUCTION

This contract has been entered into between Mass Transportation Authority and the MTA employees represented by AFSCME Local 3437 in order to provide employees and eligible family dependents with dental care benefits as specified herein.

MTA agrees to arrange dental services during the term of this contract subject to all terms and conditions herein.

SECTION II ELIGIBILITY

ELIGIBILITY

All full-time employees are to be eligible following the month of completion of thirty days of service.

ELIGIBLE DEPENDENTS

Dependents who are residents of Genesee County, Michigan, who are to be eligible for the dental care are:

1. your wife or husband,
2. your unmarried children under 19 years of age, and
3. your unmarried children 19 years but under 25 years of age who are registered students in regular full-time attendance at school, are principally dependent upon you for maintenance and support, and are not regularly employed by one or more employers on a full-time basis of 30 or more hours per week exclusive of scheduled vacation periods, MTA may elect to permit dependents residing outside Genesee County, Michigan to participate upon the execution by the employee of appropriate waivers in writing agreeing to obtain services with Genesee County, Michigan. Students are eligible for benefits while attending school residing away from home outside Genesee County, Michigan.

WHEN YOUR COVERAGE COMMENCES

You will be insured on the date you become eligible provided you are not away from work due to disability on that date. If you are away from work your coverage will not start until your return to active full-time work.

DENTAL CARE PROGRAM

Each of your eligible Dependents will be covered on the date you become insured or the date he becomes a Dependent, whichever is later.

SECTION III BENEFITS

BENEFITS - NON-ORTHODONTIC

Payment will be made for 75% of your expenses for the covered dental charges listed on the following pages incurred on account of you or your Dependent up to a Maximum Amount of \$600 per calendar year per person.

Except as described in the section entitled "After Coverage Terminates", such expenses must be incurred and the services and supplies furnished while you or your Dependent are insured.

A charge will be deemed incurred as of the date of service is rendered or the supply is furnished, except that such charge will be deemed incurred

- a. with respect to fixed bridgework, crowns, inlays, onlays or gold restorations, or the first date of preparation of the tooth or teeth involved;
- b. with respect to full or partial dentures, on the date the impression was taken, and
- c. with respect to endodontics, on the date the tooth was opened for root canal therapy.

BENEFITS - ORTHODONTICS

The percentage of expenses covered for the orthodontics dental charges are 75% of incurred cost up to \$600 maximum for you or your dependent.

COVERED DENTAL CHARGES

Covered dental charges are the charges of a dentist or physician for the services and supplies listed below required for dental care and treatment of any disease, defect or accidental injury, or for preventive dental care.

DENTAL CARE PROGRAM

Not included is any charge in excess of the charge ordinarily and customarily made

- a. for similar services and supplies by dentists or physicians in the locality concerned, or
- b. where alternate services or supplies are customarily available for such treatment, for the least expensive service or supply resulting in professionally adequate treatment.

Preventive Services and Supplies

1. Charges for cleaning and scaling of teeth but not more often than once every 6 months.
2. Charges for fluoride application to a child's teeth, but not more often than once in a calendar year.
3. Charges for space maintainers and their fitting.

Diagnostic and Therapeutic Services

1. Charges for diagnostic services to determine necessary care, but
 - a. charges for full mouth X-rays are covered only once in a 3 year period,
 - b. charges for bite-wing X-rays are covered only once in a 6 month period, and
 - c. charges for an examination, other than an X-ray or laboratory test, are not covered if made during the same visit for which charges are made for other services and supplies.
2. Charges for emergency treatment for relief of dental pain on the day for which no other benefit other than for X-rays, is payable hereunder.
3. Charges for extraction of one or more teeth, cutting procedures in the mouth, and treatment of fractures and dislocations of the jaw, but not including additional charges for removal of stitches or post-operative examination.

DENTAL CARE PROGRAM

4. Charges for treatment of the gums and supporting structure of the teeth.
5. Charges for root canals and other endodontic treatment.
6. Charges for general anesthetics and their administration in connection with oral surgery, periodontics, fractures or dislocations.
7. charges for injectable antibiotics administered by a dentist or physician.

Restorative Services and Supplies

Charges for fillings and crowns necessary to restore the structure of teeth broken down by decay or injury, but

- a. the charge for a crown or gold filling will be limited to the charge for a silver, porcelain or other filling unless the tooth cannot be restored with such other material, and
- b. the charge for replacement of a crown or gold filling is covered only if the crown or filling is over 5 years old.

Prosthetic Services and Supplies

1. Charges for full or partial dentures, fixed bridges, or adding teeth to an existing denture, if required because of loss of natural teeth or to replace an existing prosthesis which is over 5 years old and cannot be made serviceable.
2. Charges for repair and rebasing of existing dentures which have not been replaced by a new denture.

Charges for specialized techniques involving precision attachments, personalization or characterization and additional charges for adjustments within 6 months from installation are not included as covered dental charges. Covered charges for both a temporary and permanent prosthesis will be limited to the charge for the permanent one.

DENTAL CARE PROGRAM

AFTER COVERAGE TERMINATES

The benefits described herein are also provided for covered dental charges

- a. for services or supplies furnished within 90 days after coverage terminates if the charges are incurred while coverage was in force, and
- b. incurred within 90 days after coverage terminates if an accident resulting in injury to natural teeth sustained while coverage was in force causes continuous total disability from the date of termination;

provided benefits are not payable for such expenses under any other group insurance policy or plan.

SECTION IV NOT COVERED

Not covered under any section of these benefits are charges for:

- treatment by someone other than a dentist or physician, except where performed by a duly qualified technician under the direction of a dentist or physician;
- orthodontic treatment other than for related extractions or space maintainers;
- services and supplies cosmetic in nature;
- facings on pontics or crowns posterior to the second bicuspid;
- training in or supplies used for dietary counseling, oral hygiene or plaque control;
- procedures, restorations and applications to increase vertical dimension or to restore occlusion;
- services and supplies in connection with injury caused by war whether declared or not, or by international armed conflict;
- services and supplies furnished in a U.S. government hospital;

DENTAL CARE PROGRAM

- which you would not be required to pay if there were no insurance;
- services and supplies furnished in connection with injuries sustained while engaged in any occupation for remuneration or profit, or disease for which workers' compensation or similar benefits are payable.

SECTION V
COORDINATION OF BENEFITS

- A. If a members, under this contract, is also covered under any other health benefit plan or insurance policy, including automobile insurance, the payable benefits hereunder shall be reduced to the extent that benefits are available to member under such other plan or policy whether or not a claim is made for the same. If a member has automobile insurance which provides for benefits for medical expenses resulting from an automobile accident, the member shall not be entitled to benefits under this contract for injuries arising out of such accident to the extent they are covered by the member's automobile insurance. If such benefits have been provided by MTA, MTA shall have the right to recover any benefits provided from the automobile insurer or the member to the extent they are available under the member's automobile insurance.
- B. The rules establishing the order of benefit determination between this contract and any other plan covering the member on whose behalf a claim is made are as follows:
1. The benefits of the plan which covers such member other than as a dependent will be determined before the benefits of the plan which covers such member as a dependent.
 2. For those plans which have applicable coordination of benefits clauses, the following rules will apply:
 - a. The benefits of the plan which covers such member other than as a dependent will be determined before the benefits of the plan which covers such member as a dependent.
 - b. If two plans cover the expenses of a member as a dependent, the benefits of the plan of the person whose birthday anniversary occurs earlier in the calendar year shall be determined before the benefits of the plan of the person whose birthday anniversary occurs later in the calendar year.

- c. If the birthday anniversaries are identical, the benefits of the plan which has covered the person on whose expenses the claim is based for the longer period of time shall be determined before the benefits of the plan which has covered the person for the shorter period of time.
- d. In the case of a member who is a dependent minor child, benefits shall be determined according to the following:
 - i. Except as provided in (iii) below, if the parents of the minor child are legally separated or divorced, and the parent with custody of the minor child has not remarried, the benefits of the plan which covers the minor child as dependent of the custodial parent shall be determined before the benefits of the plan which covers the minor child as a dependent of the noncustodial parent.
 - ii. Except as provided in (iii) below, if the parents of the minor child are divorced, and the parent with custody of the child has remarried, the benefits of the plan which covers the minor child as a dependent of the custodial parent shall be determined before the benefits of the plan which covers the minor child as a dependent of the spouse of the custodial parent, and the benefits of the plan which covers the minor child as a dependent of the spouse of the custodial parent shall be determined before the benefits of the plan which covers the minor child as dependent of the noncustodial parent.
 - iii. If the parents of the minor child are divorced, and the decree of divorce places financial responsibility for the medical, dental, or other health care expenses of the minor child upon either the custodial or the noncustodial parent, the benefits of the plan which covers the minor child as a dependent of the parent with such financial responsibility shall be determined before the benefits of any other plan which covers the minor child as a dependent.

DENTAL CARE PROGRAM

- e. When rules (a), (b) and (c) above do not establish an order of benefit determination, then the benefits of the plan which has covered such subscriber for the longer period of time will be determined first, subject to the following:
 - i. the benefits of the plan covering the member as a laid off or retired employee or as a dependent of a laid off or retired employee shall be determined after the benefits of any other plan covering the member other than as a laid off or retired employee or a dependent of a laid off or retired employee.
- C. In no event shall the member recover under this contract and all other group plans combined, more than the total reasonable actual expense for the services provided under this contract.
- D. Rights reserved by MTA. For purposes of coordination of benefits MTA
 - 1. may release, request or obtain claim information from any individual or organization. In addition, any member claiming benefits from MTA shall furnish MTA with any information which it may require.
 - 2. has the right, if any overpayment is made by MTA because of member's failure to report other coverage or any other reason, to recover such excess payment from any individual to whom, or for whom, such payments were made.

SECTION VI
TERMINATION OF BENEFIT

Your benefit under this Plan will terminate at the earliest time stated below:

- 1. On the last day of the month during which your employment terminates. For benefit purposes, your employment is deemed terminated when you cease active work.
- 2. When the labor agreement terminates.

DENTAL CARE PROGRAM

In addition to the above, the coverage terminates with respect to an individual dependent:

1. When such person becomes insured as an employee.
2. When such person ceases to be an eligible dependent; except that the coverage of a dependent child shall not cease because of the attainment of the anniversary of this date of birth specified in the definition of "Dependent" hereunder, if proof is furnished within 31 days after such anniversary that on such anniversary the dependent child is incapable of self-sustaining employment by reason of mental retardation or physical handicap and that such child is chiefly dependent upon your support and maintenance. The coverage as to such child will be continued while such incapacity continues and while your insurance with respect to your dependents remains in force, provided such child meets all the requirements of the definition of "Dependent" except age.

SECTION VII HEALTH CLAIM PROVISIONS

NOTICE AND PROOF OF CLAIM

All health benefits provided under this coverage will be paid as stated in the section below captioned "Payment of Claims" upon receipt of written proof on approved forms or, if such forms are not furnished within 15 days after demand therefor, then upon receipt of written proof covering the occurrence, character, and extent of the event for which claim is made.

Proof of loss on which claim may be based must be furnished to the MTA not later than 90 days after date of such loss. Failure to furnish such proof within the time provided shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible.

The MTA shall have the right and opportunity to examine you or your dependent when and so often as it may reasonably require during pendency of claim under the coverage.

The MTA shall have the right to require the dentist's or physician's statement of the treatment, study models, pre- and post operative X-rays and any such additional evidence it deems necessary as proof of loss on which claim under the Dental Care Expense Benefits may be based.

DENTAL CARE PROGRAM

If any time limitation of the coverage with respect to furnishing proof of loss or bringing of an action at law or in equity is less than that permitted by the law of the state or other jurisdiction in which you reside at the date of the accident causing the injury on which claim is based or at the date of commencement of sickness, disability, or of other loss on which claim is based, such limitation is hereby extended to agree with the minimum period permitted by such law.

PAYMENT OF CLAIMS

All benefits will be paid to you immediately after receipt of due proof of loss.

ACTIONS

No action at law or in equity shall be brought to recover on the policy prior to the expiration of 60 days after proof of loss has been filed in accordance with the requirements of the policy, nor shall such action be brought at all unless brought within 3 years from the expiration of the time within which proof of loss is required by the policy.

IMPORTANT

You must keep separate records of dental expenses incurred for yourself and each of your dependents, since the maximums and other provisions apply separately to each individual. Be sure to save all bills for any item of covered expense and in each case a record of the date the expense was incurred (not the date of the bill).

As soon as you incur dental expenses for yourself or a dependent, report to the MTA promptly.

PAYMENT OF BILLINGS FOR SERVICE

The Mass Transportation Authority is responsible for payment of all dental care benefits as specified herein in the amount of the billing less employee 25% co-payment charge.

LIMITS OF PAYMENT

The benefits are for a maximum Mass Transportation Authority payment of \$600 per person per year of the dental program.

Orthodontics benefits are limited to a maximum Mass Transportation Authority payment of \$600 per per for orthodontics expenses for the employee or a dependent.

DENTAL CARE PROGRAM

SECTION VIII
CONVERSION OF COVERAGE

A. OPTIONAL CONTINUATION OF HEALTH COVERAGE FOR YOU AND YOUR DEPENDENTS

If the health coverage under this Plan would stop because of any of the following qualifying events:

- . your employment ends or your job classification changes,
- . you become entitled to benefits under Medicare (that is, you have elected Medicare as primary payor),
- . your death,
- . your marriage is dissolved,
- . you become legally separated from your spouse (where applicable), or
- . your dependent child stops being an eligible dependent, you, your spouse, your former spouse (or legally separated spouse) or your ineligible dependent child, as qualified beneficiaries, may elect to continue coverage, subject to the provisions below.

The coverage being continued will be identical to the coverage provided to persons similarly situated to whom a qualifying event has not occurred. It will continue for at least the period starting on the date of the qualifying event and ending not earlier than the earliest of the following:

- . the date which is at least 36 months (18 months in the case of your employment stopping or job classification changed) after the qualifying event,
- . the date the labor agreement stops being in force,
- . the date a qualified beneficiary fails to make the required payments to the Employer for the coverage,
- . the date your former spouse remarries and becomes covered under another group health plan, or

DENTAL CARE PROGRAM

- . the date a qualified beneficiary, after electing this continuation, becomes either:
 - . covered as an employee under any other group health plan, or
 - . entitled to benefits under Medicare.

B. ELECTION PERIOD

There is at least 60 days during which continued coverage may be elected. The 60 day period begins on the later of:

- . the date coverage would have stopped due to the qualifying event, and
- . the date the person receives notice of the right to continue coverage.

Your election to continue coverage will be considered an election on behalf of your spouse and dependent children who would also lose coverage because of the same qualifying event. Also, a former spouse's election to continue coverage will be considered an election for dependent children who would also lose coverage because of the same qualifying event.

C. NOTIFICATION REQUIREMENTS

A qualified beneficiary must notify the Employer when any of the following qualifying events happen:

- . your marriage is dissolved,
- . you become legally separated from your spouse, or
- . a child stops being an eligible dependent.

The Employer will send the appropriate Election Form to the employee within 14 days after receiving this notice.

D. CONVERSION

At the end of this continuation period, a qualified beneficiary may be eligible for a conversion privilege if one is generally available because health care is provided by a third party contract (under contract to HMO or Blue Cross).

SECTION 3.

EYE CARE PROGRAM

The Mass Transportation Authority will provide eye care benefits as described herein.

Eligibility for the Mass Transportation Authority Eye Care Program is generally described as follows:

1. EMPLOYEE. The individual must be a current regular bus bus operator or maintenance employee of the Mass Transportation Authority entitled to fringe benefits under the term of the Labor Agreement.

2. DEPENDENTS. To be eligible as a dependent the individual must be:
 - (a) the spouse of the employee except a legally separated spouse;

 - (b) a dependent unmarried child, under 19 years of age. A dependent unmarried child may be the employee's own or legally adopted child, a step child who depends upon the employee for support or normally resides in the employee's household, or any other child supported by the employee and normally resides in the employee's household. Enrollment of a dependent child under this Agreement shall terminate upon attainment of the child's 19th birthday except as provided in "c" below. However, the attainment of such age shall not terminate the coverage under the term of this contract of a dependent child who is totally and permanently disabled and is both incapable of self-sustaining employment by reason of mental retardation or physical handicap and chiefly dependent upon the employee for support and maintenance. For coverage to be continued for such dependent child, proof of such disability, incapacity and dependence shall be furnished to the Director of Personnel by the employee within (30) days of the dependent child's attainment of age 19, and each birthday thereafter;

 - (c) or, a dependent unmarried child over 19 years of age, but under 25 years of age and regularly attending a recognized college or university, trade or secondary school on a full-time basis and a dependent of the employee as described by the Internal Revenue Code of the United States;

- (d) it will be the responsibility of the employee to keep on file with the Director of Personnel a list of dependents eligible under the terms described above. Only those dependents on file will be approved for payment by the employer. It is the responsibility of the employee to obtain from the Director of Personnel an authorization statement before the employee or eligible dependent may incur liability for the employer under this Eye Care Plan. Failure to do so will result in 100 percent of charges being paid by the employee.

The employee will be responsible for 10% of the bill for the eye care service provided. Payment of this bill will be made directly to the contract eye care provider. The employer will be responsible for 90% of the cost. Employees may also visit the eye care carrier of their choice and provide an itemized bill along with a paid receipt at which time the employee is reimbursed per the 90/10 policy. Appropriate forms are available through the MTA Personnel Department. The itemized bill must be submitted within thirty (30) days of the date of service.

It is understood and agreed that a maximum overall dollar limitation for each eligible family member each calendar year is established at \$150.00 which will be shared 90% by the Mass Transportation Authority and 10% by the eligible family member. This also applies to contacts and safety glasses.

The eye care plan will be limited to one (1) year examination and one (1) pair of lens per eligible family member each calendar year (January through December) (every two years for frames).

SECTION 4.

PENSION PROGRAM

The Mass Transportation Authority will provide pension benefits as described herein.

The Authority agrees that it shall execute all documents necessary to convert the existing retirement plan to a defined contribution retirement plan, qualified pursuant to the provisions of Section 401(a) of the Internal Revenue Code (IRC), administered by the Public Employees Benefit Services Corporation (PEBSCO).

The present values of the accrued benefit shall be calculated by an enrolled actuary for each member of the bargaining unit. The amounts so calculated shall be "rolled" into the defined contribution plan account for each employee and shall become part of their ongoing accumulation of retirement funds.

Expenses associated with the actuarial evaluation of the defined benefit plan shall be paid from the assets of the plan.

The defined contribution plan shall be implemented as soon as possible following ratification of this Agreement, even though the actuarial evaluation of the defined benefit plan and the rollover of the funds may not yet be completed. However, these tasks shall be undertaken in a timely manner and shall be completed as quickly as is possible. During the pendency of this work the Authority shall invest the funds in the Nationwide Money Market Fund with the investment held as part of the pension trust.

Effective with the pay period beginning January 3, 1993, the Authority shall contribute two percent (2%) of each employee's wages to the defined contribution plan established pursuant to this section of the Agreement. Each employee, as a condition of employment, shall be required to contribute two percent (2%) of their wages. Employee contributions shall be deducted from earnings on a pre tax basis.

Effective January 7, 1996, the Authority and the employee contribution rate shall be increased to four percent (4%) of wages.

PENSION PROGRAM

The Authority shall remit to PEBSCO both its and the employees' contributions promptly each month.

Amounts so contributed to the retirement plan shall be maintained in accounts within the pension plan bearing each participating employee's identity. Each participating employee shall have the right to direct the investment of their retirement funds among the various investment alternatives provided by PEBSCO.

Employees and the Authority shall receive regular reports from the pension plan administrator, such reports to the employees being on a semi-annual basis. The employees shall pay, from their individual accounts, \$2.00 per month for the administration of the pension plan.

Should the parties to this contract agree to any modification of the pension plan requiring additional expenses, the payment of those expenses shall be subject to a negotiated arrangement.

RETIREMENT SAVINGS:

The Authority agrees to adopt and implement the United States Conference of Mayors (USCM) IRC 457 Deferred Compensation Plan administered by PEBSCO as soon following the ratification of this Agreement as is possible. The Authority further agrees to allow the members of the collective bargaining unit to voluntarily participate in this retirement savings plan and to transmit payroll deductions from the employee earnings to PEBSCO promptly each month.

The Authority agrees to be responsible for the cost of processing the payroll deductions and transmitting the funds to PEBSCO. Employees who elect to participate in this benefit shall be responsible for the expenses associated with the investments of their choice.

PENSION AND DEFERRED COMPENSATION EDUCATIONAL MEETINGS:

Licensed representatives of PEBSCO shall be allowed to meet with members of the collective bargaining unit at reasonable times and locations to discuss pension or deferred compensation matters. This privilege shall not be abused by the members of the Union.

SECTION 5. INDIVIDUAL RETIREMENT ACCOUNT (IRA) PROGRAM

An employee contributory IRA Program will be available.

SECTION 6.

PAID TIME OFF PROGRAM

The Mass Transportation Authority will provide a fully paid time off program as described herein.

(a) PAID VACATION PROGRAM

The Mass Transportation Authority shall provide vacation hours for all employees based upon the following schedule:

<u>YEARS OF SERVICE</u>	<u>PAY HOURS</u>	<u>VACATION CREDIT</u>
ONE YEAR	0 - 1000	-0-
	1001 and more	40 hours
TWO YEARS	0 - 800	-0-
	801 - 1200	40 hours
	1201 and above	80 hours
FIVE YEARS	0 - 400	-0-
	401 - 800	40 hours
	801 - 1200	80 hours
	1201 and above	120 hours
TEN YEARS	0 - 400	-0-
	401 - 800	40 hours
	801 - 1200	80 hours
	1201 - 1600	120 hours
	1601 and above	160 hours

Workers' Compensation leave hours shall not be covered as pay hours and vacation hours shall be covered as pay hours under this Article.

Vacation time will be credited to the employee on each anniversary of the employee's seniority date. In the case of lay off the employee will be entitled to the pro-rata share of the vacation hours that would be earned by the employee on their next anniversary. If the layoff is classified as temporary, the employee may elect not to take the total vacation hours credited to his vacation account. If the laid off employee returns to work before his next anniversary date, the employee will be entitled to the pro-rate share between the date of return to work and the anniversary date. If any employee terminates employment the above provisions shall apply.

During year one of this contract all employees shall be given full credit for time from their last anniversary date to contract implementation date.

The scheduling of vacation time will be determined as follows:

Vacation preference shall be by seniority and shall be submitted by the employee by April 1st of each year.

During the month of March, each employee shall meet with the appropriate management clerk beginning with the most senior employee for the purpose of scheduling vacation.

At this time the employee will have the option to pick full weeks with openings available. An employee may opt to schedule their full vacation allotment and/or a portion. However, where vacation credit is 80 or more hours the employee must schedule at least 40 hours. Where vacation credit is 120 or more hours, 80 hours will be scheduled.

Once all employees have completed the vacation scheduling cycle prior to April 1st, employees with vacation time remaining may submit requests for additional full weeks and/or single days and these requests will be handled on a first come, first serve basis with the exception that when two (2) or more apply for the same time off on the same day, seniority will prevail.

Effective October 1, 1989, no more than 320 hours may be carried over into a new year. Any unused vacation credit over 320 hours will be lost.

(b) PAID HOLIDAY PROGRAM

Employees covered by the Agreement who are available for work on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and the employee's birthday shall be provided the day off and paid eight (8) hours at straight time provided that the employee is available for work on the full scheduled work day preceding and following said day. Those employees who do work on any of these days shall be paid double (2) time for all work in addition to the above eight (8) hours. Employees on vacation or granted time off will be considered available for work. Emergency work time off or sick call in will be considered not available for work.

When the holiday falls on an employee's normal day off, the employer may elect to provide the employee eight (8) hours of vacation credit in lieu of the additional eight (8) hours pay.

(c) PAID FUNERAL LEAVE PROGRAM

The employee shall receive three (3) funeral leave days with pay in the event of death in the immediate family; father, mother, step-father, step-mother, grandfather, grandmother, spouse, children, and grandchildren.

The employee shall receive one (1) funeral leave day with pay in the event of death of step-children, brother, sister, father-in-law, mother-in-law, and any legal dependent residing in the employee's household. The employee shall be paid for the day if he/she attends the funeral.

At time of hire the names of the above-qualified relatives will be registered with the Director of Personnel. It is the responsibility of the employee to keep the list current. In addition, an obituary or legal notice will be provided to the Director of Personnel by the employee to be eligible for payment.

SECTION 7.

UNIFORM PROGRAM FOR BUS OPERATORS

The Mass Transportation Authority will provide an Uniform Program for Bus Operators as described herein.

Two sets of new uniforms will be provided as an initial issue to all new bus operators.

All replacement uniform pieces must be purchased through the Mass Transportation Authority. The Authority agrees to pay 75% of the cost of all replacement uniform pieces.

SECTION 8.

TOOLS FOR MAINTENANCE EMPLOYEES

The Mass Transportation Authority will provide a fully paid Tool Program for Maintenance Employees as described herein.

Appropriate tools will be provided by the employer at no cost to the employee.

The employee is responsible to keep Authority tools issued to the employee properly secured at all times. Tools lost or stolen while in the employee's care will be replaced by the employee at the employee's expense.

SECTION 9.

SAFETY SHOES FOR MAINTENANCE EMPLOYEES

The Mass Transportation Authority will provide a a Safety Shoe Program for Maintenance Employees as described herein.

The Authority will furnish to Maintenance employees safety shoes each Fiscal Year (October 1-September 30) not to exceed \$60.00 per Fiscal Year. Submission of original receipts are to occur February 1 and August 1 through the end of each month with reimbursement made by the first pay period of the following pay month. No carry-overs from fiscal year to year.

SECTION 10.

SICKNESS AND ACCIDENT PROGRAM

The Mass Transportation Authority will provide fully paid a Sickness and Accident Financial Assistance Program as described herein.

The Authority shall provide fully paid, to each employee, sickness and accident coverage that pays a maximum of one hundred (\$100.00) dollars each week for four (4) weeks. After the fourth week of illness the maximum payment will be increased to two hundred twenty-five (\$225.00) dollars each week for a maximum of twenty-two (22) weeks.

Sickness and accident coverage will be limited to a combined total 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.

SECTION 11.

LIFE INSURANCE PROGRAM

The Mass Transportation Authority will provide fully paid a Life Insurance Program as described herein.

The Authority shall provide, fully paid, to each employee life insurance and dismemberment coverage in an amount of \$20,000.00 and double indemnity coverage in the event of accidental death.

The employee can designate a beneficiary on this life insurance coverage by completing the appropriate form with the Director of Personnel and in the event that no beneficiary is designated, the policy will be payable to his/her estate.