

**AGREEMENT**

between

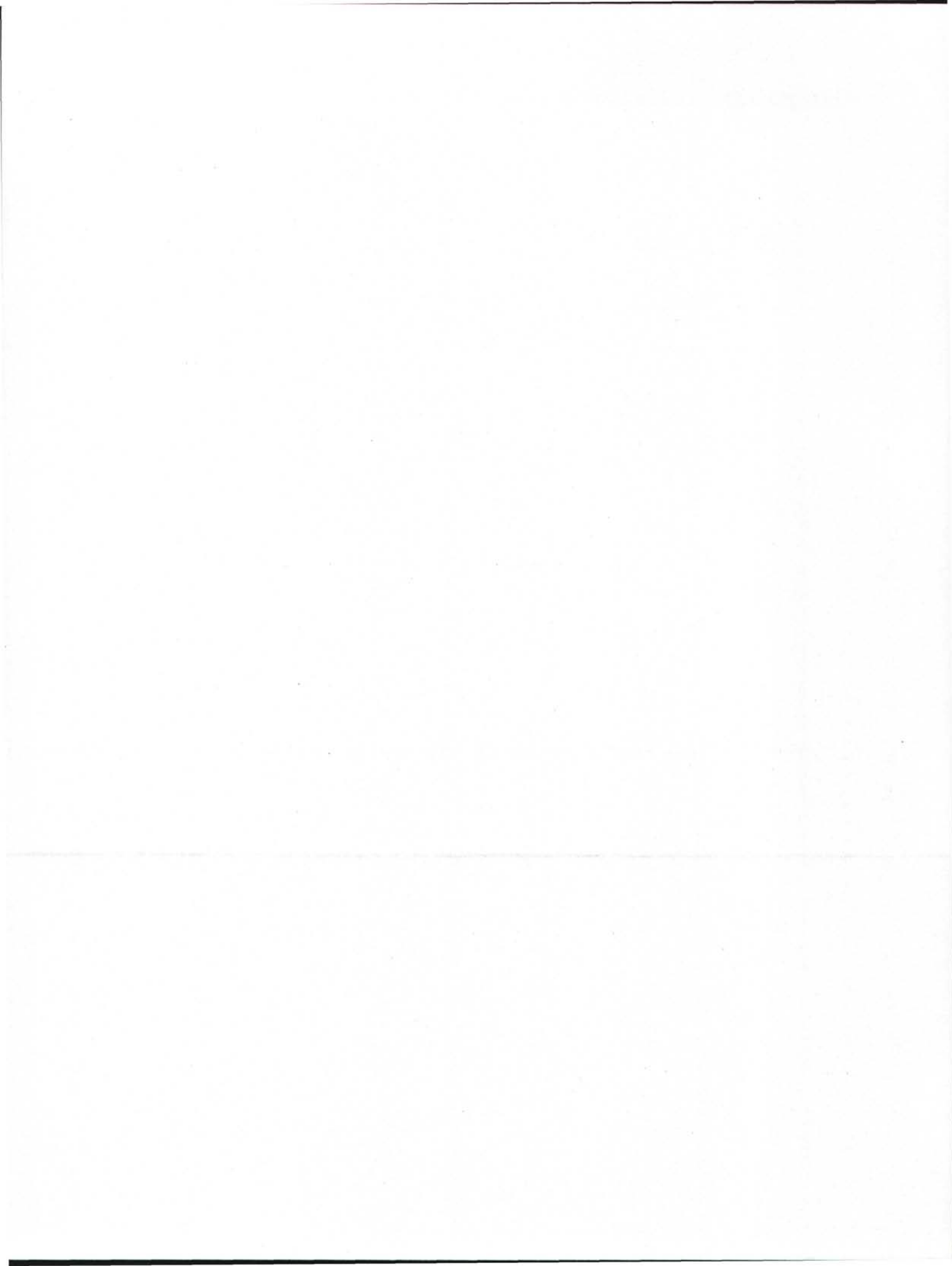
**SUBURBAN MOBILITY AUTHORITY -  
REGIONAL TRANSPORTATION**

and

**AMALGAMATED TRANSIT UNION  
LOCAL 1564**

1/1/95 to 12/31/98

*SMART (Suburban Mobility Authority Regional Transportation)*



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**AGREEMENT**

This AGREEMENT, made and entered into by and between the SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, its successors, and assignees (hereinafter referred to as the "AUTHORITY") and Local Union 1564 of the AMALGAMATED TRANSIT UNION, AFL-CIO (hereinafter referred to as the "UNION").

WITNESSETH:

That the parties hereto contract and agree as follows:

## GENERAL PROVISIONS

### ARTICLE 1

#### Recognition

**Section 1.** The AUTHORITY recognizes the UNION as the duly designated sole collective bargaining representative for all OPERATORS in the occupations as set forth in Article 47 (Wage Rates and Classifications) or any substantially similar occupations if the same are created in the groups and departments as set forth herein.

**Section 2.** When the term "OPERATOR" is used in this Agreement, it shall mean an OPERATOR coming within the scope of this Agreement.

## ARTICLE 2

### Management

**Section 1.** Nothing contained in this Agreement is to be construed as a limitation on the right of the AUTHORITY to exercise the normal, regular, and customary functions of management, including but not limited to the following:

- A. The right to hire, direct, and promote OPERATORS.
- B. The right for just cause to discipline, discharge, and lay off OPERATORS in the event such action is required.
- C. The right to establish and maintain reasonable procedures, rules, regulations and standards of operation, performance, and discipline for the guidance of OPERATORS so as to provide adequate service and courteous treatment to its passengers.

**Section 2.** The AUTHORITY shall have the right to maintain discipline and efficiency and require observance by OPERATORS of the AUTHORITY'S reasonable procedures, rules, regulations, and systems, including but not limited to the following:

- A. Those with respect to conduct, work performance, courtesy and appearance.
  
- B. Those with respect to fares, tickets, transfer issuance, fare collections, passes, trip card procedures, systems, and care and use of equipment;
  
- C. Those with respect to the full and accurate completion of all AUTHORITY, regulatory, and/or statutory forms, reports, and records;
  
- D. Observance of all laws, statutes, ordinances, public and safety regulations to which the AUTHORITY and OPERATORS are subject.

The AUTHORITY may, from time to time, issue reasonable supplementary bulletins, revisions, instructions, and orders for the direction and guidance of an OPERATOR.



## ARTICLE 3

### Operator Cooperation

**Section 1.** OPERATORS shall work at all times in the best interest of the AUTHORITY. They shall perform efficient service in their work; they shall operate and handle the AUTHORITY'S vehicles carefully for the safety of passengers, the general public, and the equipment entrusted in their care. They shall operate the AUTHORITY'S vehicles at all times in compliance with the rules of the AUTHORITY and shall at no time require the AUTHORITY to, or on their own accord, do anything inconsistent with the charter, licenses, permits or Certificates of Public Convenience and Necessity granted the AUTHORITY by jurisdictional authority of the federal, state, or municipal governments.

**Section 2.** OPERATORS shall give the riding public courteous and respectful treatment at all times, to the end that the AUTHORITY'S service may improve and grow.

**Section 3.** So as to provide safe, courteous service, no OPERATOR shall accept employment with another employer that may interfere with his/her primary employment with the AUTHORITY, or accept any employment which is competitive to the AUTHORITY.

**Section 4.** OPERATORS shall be trained and required to operate vehicles and specialized equipment, provided they are

assigned to or pick a run or a piece of work that requires such vehicle and/or specialized equipment.

## ARTICLE 4

### Purpose and Intent

**Section 1.** The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the AUTHORITY, in its capacity as an EMPLOYER, the OPERATORS and the UNION.

**Section 2.** The parties recognize that it is in the best interest of the AUTHORITY to establish proper service to the community. It is further recognized by the parties that establishing proper service to the community is dependent upon good labor relations.

**Section 3.** The AUTHORITY and the UNION encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all OPERATORS.

**Section 4.** It is the intent of the AUTHORITY and the UNION that equality of opportunity will be provided to all OPERATORS and neither shall discriminate against any OPERATOR on the basis of race, color, sex, age, handicap, religion, ancestry, marital status, national origin, place of birth or sexual preference.

## ARTICLE 5

### Administration of Agreement

**Section 1.** The AUTHORITY agrees to meet with the duly elected or appointed officers and committees of the UNION on all questions relating to hours, wages, equipment, schedules and working conditions, as provided in this Agreement.

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

**Section 3.** The AUTHORITY agrees to furnish the UNION with an up-to-date list of all Division management and supervisory employees, and to immediately notify the UNION in writing of any changes thereto. The AUTHORITY shall also furnish a brief written description of the duties of said positions, with particular reference to those positions empowered with the right to employ or discharge, or to effectively recommend such employment or discharge, of members of the UNION.

When such positions are filled on an "acting" or temporary basis by OPERATORS covered in this Agreement, the AUTHORITY shall post that OPERATOR'S name clearly and prominently as being on duty.

**Section 4.** The AUTHORITY agrees that Local UNION Officers will be allowed time off to administer this Agreement and to negotiate any renewal or extension of the Agreement. It is further agreed that the AUTHORITY will compensate two full time UNION Officers, the President and the Secretary-Treasurer, for their lost time. Their compensation shall be the top rate of the Coach Operator classification wage scale times 8.65 hours per day at straight-time. Should the UNION President become unavailable to perform the duties of his/her UNION Office, the compensation for the President will apply to his/her replacement. Except for the aforementioned two Officers' lost time, the UNION agrees to reimburse the AUTHORITY for all lost time.

## ARTICLE 6

### Probationary Period

**Section 1.** All new full-time OPERATORS coming within the scope of this Agreement shall be on probation for a period of 80 calendar days from the date they complete their training requirements. Such probationary period shall constitute a trial period during which the AUTHORITY judges the ability, competency, fitness, and other qualifications of new OPERATORS to do the work for which they were employed. Probationary OPERATORS shall not be subject to the provisions of Article 37. Probationary OPERATORS accepted for permanent employment will not have violations accumulated during the probationary period used against them in evaluating subsequent performance.

**Section 2.** During such probationary period, the OPERATOR may be represented by the UNION in matters regarding wages and hours. However, during said period the OPERATOR may be discharged or disciplined by the AUTHORITY without such discharge or discipline being subject to a grievance. The AUTHORITY agrees to provide the UNION with a written statement setting forth the reason(s) for discharge or discipline.

**Section 3.** The 80 day probationary period for new full-time OPERATORS may be extended by mutual agreement between the AUTHORITY and the UNION for an additional 40 calendar days when

it is indicated that a condition exists that may require more than 80 days to fully evaluate.

**Section 4.** Probationary full-time OPERATORS shall be eligible for all AUTHORITY benefits as provided for in this Agreement, except those specified in Article 23 (Holiday Pay); Article 45 (Bereavement Pay); and Article 46 (Jury Duty). All FULL-TIME OPERATORS will be eligible for Holiday Pay for holidays that fall after 110 calendar days from the OPERATOR'S full-time job classification seniority date.

**Section 5.** If an OPERATOR is unavailable for work during his/her probationary period, the AUTHORITY may extend the OPERATOR'S probationary period for a number of days equal to the days the OPERATOR is unavailable for work.

**Section 6.** When a part-time OPERATOR is promoted to full-time, the probationary period served as a part-time OPERATOR shall be credited toward the satisfaction of full-time probation.

**Section 7.** During the training period of new OPERATORS, the AUTHORITY shall allow the UNION a reasonable period of time to address the trainees regarding matters of wages, hours, working conditions, union membership and representation.

## ARTICLE 7

### Agency Shop

**Section 1.** OPERATORS not members of the UNION who desire membership in the recognized bargaining unit shall confirm their desire to join for the duration of this Agreement by initiating their UNION application form and dues deduction authorization forms.

**Section 2.** Any person employed by the AUTHORITY and who is in a classification covered by this Agreement who is not a member of the UNION and does not make application for membership within 80 days from the date he/she completes training, except as provided in Section 3 herein, shall, as a condition of employment, pay to the UNION each month a service fee as a contribution toward the negotiation and administration of this Agreement in an amount equal to the monthly UNION membership dues. Such service fee shall be paid on or after the OPERATOR'S 81st day after completion of training. OPERATORS who fail to comply with this requirement shall be discharged by the AUTHORITY 30 days after receipt of written notice to the AUTHORITY from the UNION, unless the AUTHORITY is otherwise notified by the UNION, in writing, within said 30 days and provided that the UNION shall release the AUTHORITY from fulfilling the obligation to discharge if during the 30 day period following notice to the AUTHORITY from the UNION the OPERATOR pays the membership dues or service



fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this AGREEMENT.

**Section 3.** In the event the probationary period of an OPERATOR is extended, the 80 day period referred to above will be extended by a number of days equal to the extension of the probationary period.

## ARTICLE 8

### Check-Off of Membership Dues and Service Fees

**Section 1.** The AUTHORITY agrees to deduct in the first and/or third pay of each month, from the pay of UNION members, the current, periodic dues and assessments of such members. The AUTHORITY shall remit same to the Financial Secretary of the UNION within ten days after the date of their deduction; provided said OPERATORS individually and voluntarily authorize, sign, and present to the AUTHORITY the Wage Assignment which follows Section 4 of this Article.

**Section 2.** Such Wage Assignment, Authorization and Directive shall also request the AUTHORITY to base the deduction on a list to be furnished to it each month by the Financial Secretary of the UNION showing the names of the members and the amount of current, periodic dues and assessments to be deducted from the pay of each member. Whenever such list indicates that the amount of current, periodic dues or assessments has been changed, it shall be accompanied by the Certificate of the Financial Secretary of the UNION that such change in the amount of the current, periodic dues or assessments has been brought about in accordance with the Constitution and the By-Laws of the UNION and that such changes have been approved by the membership and/or by the International Office of the Amalgamated Transit Union.

**Section 3.** The AUTHORITY agrees to deduct from the wages of any OPERATOR who is not a member of the UNION all service fees as provided in a written authorization in accordance with the standard form used by the AUTHORITY included herein, provided that said form shall be executed by the OPERATOR. The amount of such fee will be equal to the current, periodic dues required of members.

The AUTHORITY agrees to provide this service without charge to the UNION.

**Section 4.** The assignee shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually withheld. The AUTHORITY will not be liable for any delay in carrying out such deductions. Upon forwarding a check in payment of such deductions by mail to the assignee's last known address, the AUTHORITY shall be released from all liability to the OPERATORS-assignors and to the assignee under such assignments.

**WAGE ASSIGNMENT - UNION DUES**

TO: SUBURBAN MOBILITY AUTHORITY  
FOR REGIONAL TRANSPORTATION

I, the undersigned OPERATOR of the SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, do hereby assign and transfer to the UNION from my wages earned or to be earned by me as your employee, an amount equal to the current, periodic dues and assessments required of members in said UNION. I also do hereby individually and voluntarily authorize and direct the SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION to withhold such current periodic dues and assessments from any wages earned by me during the first and/or third pay of any month. Upon mutual agreement between the UNION and the AUTHORITY, deductions may be made on pay periods other than those mentioned above.

I further authorize the said SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION to base such withholding on a list furnished to it each month by the Financial Secretary of the UNION, showing the current, periodic dues and assessments to be withheld from the wages of each of its members. Whenever such list indicates that the amount of current, periodic dues or assessments has been changed, it shall be accompanied by the Certificate of the Financial Secretary of the UNION that such

change in the amount of the current, periodic dues or assessments has been brought about in accordance with the Constitution and the By-Laws of the UNION and that such changes have been approved by the membership and/or by the International Office of the Amalgamated Transit Union.

In the event this Assignment, Authorization and Directive is not in conformity with applicable federal or state laws governing such deductions, such Assignment, Authorization and Directive shall be revised so as to conform with such applicable federal or state laws as may govern such deductions.

I hereby represent that an exact copy of this Assignment, Authorization and Directive was furnished to me at the time I executed same.

Dated and executed this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

\_\_\_\_\_  
OPERATOR

"Dues, contributions or gifts to the Amalgamated Transit Union are not deductible as charitable contributions for federal income tax purposes."

**WAGE ASSIGNMENT - SERVICE FEE**

TO: SUBURBAN MOBILITY AUTHORITY  
FOR REGIONAL TRANSPORTATION

I, the undersigned OPERATOR of the SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, do hereby assign and transfer to the UNION from my wages earned or to be earned by me as your employee, an amount equal to the current, periodic dues required of members in said UNION. I also do hereby individually and voluntarily authorize and direct the SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION to withhold such current, periodic service fee from any wages earned by me during the first and/or third pay of any month. Upon mutual agreement between the UNION and the AUTHORITY, deductions may be made on pay periods other than those mentioned above.

I further authorize the SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION to base such withholding on a list furnished to it each month by the Financial Secretary of the UNION, showing the current, periodic service fee. All sums so deducted are to be transmitted by the SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION to the Financial Secretary of the UNION.

In the event this Assignment, Authorization and Directive is not in conformity with applicable federal or state laws governing such deductions, such Assignment, Authorization and Directive shall be revised so as to conform with such applicable federal or state laws as may govern such deductions.

I hereby represent that an exact copy of this Assignment, Authorization and Directive was furnished to me at the time I executed same.

Dated and executed this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

\_\_\_\_\_  
OPERATOR

"Dues, contributions or gifts to the Amalgamated Transit Union are not deductible as charitable contributions for federal income tax purposes."

## ARTICLE 9

### Discipline of Operators

**Section 1.** Charges made by the AUTHORITY against its OPERATORS for violation of its rules or other offenses shall be presented in writing to the OPERATOR and the UNION within ten days from the date the offense becomes known to the AUTHORITY. Violations or offenses involving the mishandling of fares, tickets or tokens, misappropriation of AUTHORITY funds, property or willful and malicious destruction of AUTHORITY'S property, excluding vehicle accidents, shall be presented in writing to the OPERATOR and the UNION within 60 days after any alleged violation or offense has been made known to the official or officials of the AUTHORITY or their designee. The aforementioned time periods shall commence at the start of the day following the date on which the offense becomes known to the AUTHORITY.

**Section 2.** An OPERATOR shall not be disciplined without reasonable proof of or entries made against his/her record without just cause. When an interview is scheduled which could reasonably be expected to lead to disciplinary action, the AUTHORITY will provide the OPERATOR with written notice of the date and time of such interview and the notice will advise the OPERATOR of his/her right to UNION representation at said interview. The UNION will be provided with a copy of said notice regarding the scheduled interview, which will be held within 36



hours but not less than 12 hours of the notice to the OPERATOR and the UNION. The above time period may be extended a maximum of 24 hours by either party. The 12 hour minimum may be reduced by mutual agreement.

When disciplinary action is imposed for minor infractions of rules and regulations, the OPERATOR involved shall be given time to appeal to an Executive Board member of the UNION, in which event such disciplinary action to be taken shall not take effect for 72 hours. A copy of the charges and the disciplinary action to be taken shall be furnished to the UNION.

The provisions set forth in this section regarding the interview shall have no bearing on matters concerning disciplinary action which are specified in Article 12 (No Strike--No Lockout); Article 17 (Layoff--Recalls); Article 18 (Physical Examinations); Article 21 (Free Transportation); Article 37 (Miss-Outs) and Article 48-A, Section 14.

**Section 3.** Any OPERATOR who may be disciplined shall be furnished a written statement on an employee violation form advising him/her of his/her right to representation by the UNION and describing the violation for which he/she may be disciplined. The OPERATOR, thereafter, may request the presence of a UNION representative to discuss the case privately with him/her. The

UNION representative will then be contacted. Whether requested or not, the UNION representative will be advised in writing of the discipline and will be given a copy of the statement given to the OPERATOR. After a suspension has been converted to a discharge, the UNION will be notified in writing of the discharge.

**Section 4.** An OPERATOR who has been disciplined for violation of any rule of the AUTHORITY shall have the right to have his/her case taken up by the officer or committee of the UNION and with the official or officials of the AUTHORITY. In the event discipline is imposed on an OPERATOR as a result of a charge by the AUTHORITY, and the OPERATOR is reinstated by agreement between the AUTHORITY and the UNION or through other procedures as provided in this Agreement, such OPERATOR shall be reinstated without loss of seniority.

**Section 5.** All other considerations being equal, the AUTHORITY will distinguish in the degree of disciplinary action imposed between cases of dishonesty and cases of negligence in the handling of fares.

**Section 6.** The AUTHORITY will permit an OPERATOR, upon request, to either copy or check his/her service record and

medical examination reports. The UNION, upon the written consent of the OPERATOR, will be afforded the same opportunity. This Section shall not be construed as a limitation on other rights which the AUTHORITY, an OPERATOR, or the UNION may have under law.

**Section 7.** By mutual and written agreement between the AUTHORITY and the UNION, the time limits provided in this Article may be extended except as specified in Section 2 of this Article.

**Section 8.** The time limits set forth in this Article shall exclude Saturdays, Sundays and holidays specified in Article 23 (Holidays and Personal Leave Days), and holidays observed by the AUTHORITY'S Central Office staff.

**Section 9.** Anonymous complaints will not be the basis for disciplinary action against any OPERATOR nor placed in the OPERATOR'S personnel file.

**Section 10.** When a formal customer complaint or compliment is registered against or for an OPERATOR, a copy of same will be given to that OPERATOR, who shall then have 48 hours to respond, after which time the complaint or compliment shall be processed. This may include entering the complaint or compliment in the

OPERATOR'S personnel file; any response made as specified above shall also be included in the OPERATOR'S personnel file.

**Section 11.** Disciplinary matters involving offenses such as schedule adherence, tardiness complaints, etc., will not be used as the basis for future disciplinary action for similar offenses if 12 months have expired since the last date of disciplinary action for similar offenses. This 12-month period shall be calendar days but shall not include sickness and accident.

ARTICLE 10

Grievances and Grievance Procedure

**Section 1.** A grievance is defined to be:

- A. Any controversy between the AUTHORITY and the UNION as to any matter involving the interpretation or application of the terms of this Agreement as herein set forth; and
- B. Any controversy between the AUTHORITY and the UNION as to whether or not any OPERATOR disciplined, suspended or discharged for violation of any rule of the AUTHORITY is guilty of such violation; and
- C. Any controversy between the AUTHORITY and an OPERATOR as to whether or not an OPERATOR has been subjected to conduct by the AUTHORITY considered to be discriminatory.

**Section 2.** In the settlement of a grievance under the terms of this Agreement, the following procedure shall be observed except as provided for in Sections 3 and 4 of this Article:

**Step 1. Presentation of ORAL Grievance to Superintendent of Transportation**

Any OPERATOR or the UNION having a grievance will first discuss the grievance with the Superintendent of

Transportation within ten (10) days after the incident giving rise to the grievance for review and disposition by the Superintendent of Transportation. The OPERATOR may have a representative of the UNION present at this time if he/she so desires.

**Step 2. Presentation of WRITTEN Grievance to Superintendent of Transportation**

If the grievance is not adjusted by the Superintendent of Transportation at Step 1 and the OPERATOR or the UNION still feels aggrieved, the OPERATOR or the UNION shall reduce the grievance to writing and submit the signed grievance to the Superintendent of Transportation within three (3) days following the conclusion of Step 1. The Superintendent of Transportation shall give a written response to the grievance and submit the response to the UNION by the close of the third Central Office business day following receipt of the grievance from the UNION.

**Step 3. Appeal to Director of Transportation**

In the event the response from the Superintendent of Transportation is not acceptable to the UNION, the grievance shall be submitted to the Director of

Transportation by the UNION for review and disposition within three (3) days after receipt of the response of the Superintendent of Transportation. The Director of Transportation shall set up a meeting with the UNION within three (3) days of receipt of the grievance from the UNION. The Director of Transportation shall have two (2) days after the meeting with the UNION to submit a written response to the UNION.

**Step 4. Appeal to Official(s) Designated in Writing by the General Manager**

In the event the response from the Director of Transportation is not acceptable to the UNION, the grievance shall be submitted in writing to the designated official(s) of the AUTHORITY within three (3) days following receipt of the response from the Director of Transportation. Telephone notification to the designated official(s) within the aforementioned time limit will be accepted as timely notice. The officer(s) or Committee of the UNION and the designated official(s) of the AUTHORITY shall meet at least once in a 30 calendar day period to discuss and attempt to resolve those grievances which have been delivered, in writing, not less than seven (7) days

prior to the meeting, except that grievances concerning discharges shall be discussed at meetings held not more than ten (10) Central Office business days following delivery of the written grievance to the Central Office of the AUTHORITY. Any grievance discussed at a fourth step meeting shall be answered by the AUTHORITY, in writing, and delivered to the UNION within ten (10) days following said meeting(s). Nothing herein is to be construed as limiting either the UNION or the AUTHORITY to agree to extend matters to the next meeting in order to investigate new facts brought out at the aforesaid meeting(s). In the event the reply from the AUTHORITY is unacceptable to the UNION, within thirty (30) days thereafter such grievance shall either be settled or arbitration be demanded as hereinafter provided. If the grievance is not settled and if arbitration is not demanded by the UNION, such grievance shall be forever barred and extinguished.

**Section 3.** Any grievance which addresses the discharge of an OPERATOR shall enter the grievance procedure at Step 3, "Appeal to Director of Transportation." The time elements involving the discharge shall be as follows:



The grievance shall be submitted to the Director of Transportation in writing by the UNION for review and disposition within fifteen (15) days after the incident giving rise to the grievance. The Director of Transportation shall respond in writing to the grievance and submit a response to the UNION within ten (10) days after receipt of the grievance from the UNION. In the event the response from the Director of Transportation is not acceptable to the UNION, the grievance shall be submitted through the grievance procedure as previously outlined from Step 3 on.

**Section 4.** A grievance by an OPERATOR who claims that he/she has been subject to conduct by the AUTHORITY considered to be discriminatory under state or federal statutes or constitutions shall not be arbitrated but shall instead be pursued as follows:

The grievance shall be submitted in writing to the Director of Transportation for his/her review and disposition. In the event that a resolution of the grievance is not reached by the Director of Transportation within 15 days thereof, the grieving OPERATOR shall submit said grievance to the AUTHORITY'S designee for further discussion. If no agreement is reached on the disposition

of the grievance within 15 days of submittal to the AUTHORITY'S designee, said OPERATOR may, if he/she so desires, seek redress through the Equal Employment Opportunity Commission, the Michigan Department of Civil Rights, or other remedies provided by law.

**Section 5.** If either party fails to adhere to the time limits set forth in the procedures of this Article, except the time limits in Section 4, the grievance shall be forfeited in favor of the other party.

**Section 6.** The time limits set forth in this Article shall exclude Saturdays, Sundays and holidays specified in Article 23 (Holidays and Personal Leave Days), and holidays observed by the AUTHORITY'S Central Office staff. The time limits may be modified and/or extended by mutual agreement between the parties. Time limits will begin on the day following receipt of the appropriate grievance response and expire at the close of the business day specified.

## ARTICLE 11

### Arbitration and Arbitration Procedures

**Section 1.** In the event the AUTHORITY or the UNION shall have demanded that a grievance be submitted to arbitration as provided for in Article 10 (Grievances and Grievance Procedures), the following procedure shall be observed:

- A. A demand for arbitration shall be a written communication which shall be served initially upon the other party specifying the grievance for which arbitration is demanded.
  
- B. A request for arbitration with the American Arbitration Association (AAA) will not be filed sooner than five (5) days and no later than fifteen (15) days, after the demand for arbitration has been served.

The aforementioned time period shall commence at the start of the day following the date on which the demand for arbitration has been served.

- C. The arbitrator shall be selected and appointed in accordance with the procedures of the American Arbitration Association, and the arbitrator so appointed shall have the authority to hear and decide the case.

**Section 2.** The function of the arbitrator shall be to make a decision in cases of alleged violation(s) of the terms and provisions of this Agreement. In discharging this function, the arbitrator shall not have the power to add to, subtract from, alter or modify any of the terms of this Agreement, nor shall the arbitrator have the power to change the intent of this Agreement in any manner. The power of the arbitrator shall be restricted to the interpretation of the meaning of existing language in the Agreement.

**Section 3.** In the event of the refusal of either the AUTHORITY or the UNION to submit to arbitration or to appear at the arbitration hearing, the arbitrator shall have the authority to proceed ex parte and make an award.

**Section 4.** The arbitrator's decision shall be final and binding on the UNION, its members, the OPERATOR or OPERATORS involved, and the AUTHORITY.

**Section 5.** The fees and expenses of an arbitrator shall be shared equally by the AUTHORITY and the UNION. All other expenses shall be borne by the party incurring the expenses, and neither party shall be responsible for the expense of witnesses called by the other.

**Section 6.** The time limits set forth in this Article shall exclude Saturdays, Sundays and holidays specified in Article 23 (Holidays and Personal Leave Days), and holidays observed by the AUTHORITY'S Central Office staff.

## ARTICLE 12

### No Strike - No Lockout

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

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

**Section 3.** It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any OPERATOR refuses to cross or work behind any primary picket line of Unions other than the UNION herein on AUTHORITY property, except that the AUTHORITY shall not be required to pay the wages of OPERATORS who refuse to report for and be willing to work. If an OPERATOR believes that crossing a picket line in a primary

labor dispute on a property other than that of the AUTHORITY could result in a physical harm or injury to his/her person, said OPERATOR may avoid providing service to that property and shall immediately contact his/her supervisor to advise him/her of the picket line and receive instructions.

## ARTICLE 13

### Seniority

**Section 1.** The seniority and the date of employment of all OPERATORS as presently established shall be deemed to be correctly established as of the effective date of this Agreement, indisputable errors excepted.

**Section 2.** AUTHORITY-wide seniority of all OPERATORS covered by this Agreement shall be determined by the length of continuous service with the AUTHORITY and its predecessors. Job classification seniority shall be defined as the length of continuous service an OPERATOR has worked for the AUTHORITY or its predecessor(s) within the job classification(s) covered by this Agreement. Absence from work as set forth in this Agreement shall not break seniority unless otherwise provided in this Agreement.

**Section 3.** On or after April 1, 1983, OPERATORS' seniority shall begin on the date the training begins or from the date of transfer into the job classification. For OPERATORS having the same seniority date by application of these provisions, the date of hire shall prevail in determining the OPERATOR'S seniority position. When more than one OPERATOR is hired on the same date, the date and time on the OPERATOR'S (1) pre-application form or (2) employment application shall prevail in determining the



OPERATOR'S seniority position.

Part-time OPERATORS' seniority will be separate from full-time OPERATORS' seniority in accordance with Article 48-A, Section 7.

**Section 4.** In the event an OPERATOR is transferred or promoted to a position outside the bargaining unit, such OPERATOR will accumulate job classification seniority during his/her probationary period. Such OPERATOR'S job classification seniority, upon satisfactory completion of his/her probationary period, will revert back to the first day of promotion and thereafter be frozen. OPERATORS returning to the bargaining unit on or after 4/1/90 may utilize frozen seniority provided that (1) a full-time vacancy exists; and (2) the effective date of return becomes the new seniority date for purposes of selection and assignment of runs, vacation picks, and layoff and recall procedures. Job classification seniority will be lost if such former OPERATOR is terminated for just cause.

**Section 5.** The AUTHORITY agrees to furnish to the UNION, an up-to-date job classification seniority list for each division showing the name, job classification seniority date and standing of all OPERATORS employed in that division. The AUTHORITY will furnish to the UNION a similar system-wide job classification

seniority list quarterly.

**Section 6.** Upon request, a disabled OPERATOR will be given preference over non-employees and first consideration over less senior employees, including OPERATORS, for filling vacant positions. Such placements shall give primary consideration to the requirements of the affected bargaining unit(s), AUTHORITY operating needs, and the OPERATOR'S qualifications to fill the available position(s).

**Section 7.** An OPERATOR who is employed in another classification because he/she is unable to perform the duties of an OPERATOR due to medical reasons shall, upon being able to resume work in the capacity of an OPERATOR, be required to make a choice between continuing the new work or returning to the position of OPERATOR. Thereafter, job classification seniority shall accumulate only in the department and classification in which the employee continues to work except as set forth in Section 4 of this Article.

**Section 8.** An OPERATOR temporarily used as a dispatcher shall continue to accumulate seniority in the same fashion as if not temporarily assigned.

## ARTICLE 14

### Leaves of Absence - Union Business

**Section 1.** OPERATORS may be elected or appointed to any office of the UNION or appointed to a position in a Labor Studies program approved by an accredited educational institution provided that such appointment shall be for a minimum of 12 consecutive months. OPERATORS absent from the service of the AUTHORITY shall be granted a leave of absence without a break in seniority to attend to the duties of such office; provided, that such leave shall be granted only upon written application therefore, and shall not be in such numbers so as to be a detriment to the service of the AUTHORITY. OPERATORS granted such a leave of absence must apply for reinstatement during the term of the Agreement or any renewal, amendment, or extension thereof at least 30 days before the date of vacating such office.

**Section 2.** OPERATORS applying for reinstatement after a leave of absence of more than thirty (30) days must be able to meet the physical and work performance qualifications required of other OPERATORS doing the same or similar type of work under the existing standards of the AUTHORITY.

**Section 3.** OPERATORS returning from leaves of absence shall retain their original assignments at the time the leaves of absence were granted, except in cases where vacancies, new

positions, or changes have occurred resulting in a loss of identity of their original assignments, in which event such OPERATORS shall be allowed to exercise their job classification seniority in displacing OPERATORS of less job classification seniority on such vacancies, new positions or changes. Compensation for returning OPERATORS shall be at the then prevailing rate.

**Section 4.** OPERATORS returning from leaves of absence and entitled to exercise their job classification seniority as established herein shall give notice of their intention to do so 48 hours prior to the normal report time of the assignment on which they exercised such seniority.

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

**Section 6.** The period of a leave of absence shall not be considered as time worked or as service with the AUTHORITY within the meaning of any of the provisions of this Agreement, except when the UNION reimburses the AUTHORITY for payments made by the AUTHORITY to the UNION officials.

## ARTICLE 15

### Leaves of Absence - Personal

**Section 1.** Leaves of absence may be granted, provided that the granting of such leaves shall be entirely at the option of the AUTHORITY, except as otherwise provided for in this Article, and such leaves shall be subject to all of the sections of this Article. The exceptions as mentioned above are the handling of an estate in which an OPERATOR is named personal representative, the death of an OPERATOR'S spouse or child, or when a documented medical condition exists in the OPERATOR'S spouse, child or parents that would require the attendance of the OPERATOR. Such leaves shall not exceed 90 days.

**Section 2.** OPERATORS applying for reinstatement after leaves of absence of more than 30 days must be able to meet the physical and work performance qualifications required of other employees doing the same or similar type work under the then existing standards of the AUTHORITY.

**Section 3.** OPERATORS returning from leaves of absence shall retain their original assignments at the time the leaves of absence were granted, except in cases where vacancies, new positions, or changes have occurred resulting in a loss of identity of their original assignments, in which event such OPERATORS shall be allowed to exercise their job classification

seniority in displacing OPERATORS with less job classification seniority on such vacancies, new positions, or changes. Compensation for returning OPERATORS shall be at the then prevailing rate.

**Section 4.** OPERATORS returning from leaves of absence and entitled to exercise their job classification seniority as established herein shall give notice of their intention to do so 48 hours prior to the normal report time of the assignments on which they have exercised such seniority.

OPERATORS returning from leaves of absence prior to the expiration date allowed in such leaves shall be required to give not less than ten (10) days notice to the AUTHORITY and to the UNION.

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

**Section 6.** Leaves of absence will be without pay or employee benefits; provided that in leaves of absence granted pursuant to the exceptions set forth in Section 1 of this

Article, the hospital-medical coverage benefit will not be canceled during the first 60 days of said leaves of absence. Such coverage may be continued at the option and expense of the OPERATOR for the duration of the leave.

**Section 7.** Leaves of absence shall not be granted for the purpose of seeking or obtaining other employment.

**Section 8.** Any OPERATOR may request that his/her reasons for personal leave of absence be kept in strict confidence between the OPERATOR and his/her Superintendent of Transportation.

**Section 9. Family And Medical Leave Act**

PURPOSE:

The Family and Medical Leave Act (FMLA) is intended to allow workers to balance family obligations with their obligations in the work place. It reassures employees that they will not be asked to choose between continuing their employment and meeting their personal and family obligations. The AUTHORITY (SMART) endorses and supports the principles of the Family and Medical Leave Act (FMLA).

POLICY:

The FMLA provides that eligible employees are entitled to up to a total of 12 weeks of unpaid leave during a 12 month period. You are eligible for such leave if you have been employed for 12 months with SMART and have worked at least 1250 hours during the 12 month period immediately preceding your request for leave.

Eligibility for leave will be determined on a rolling year basis. Eligible employees may take up to a total of 12 weeks for one or more of the following reasons:

- 1) the birth and care of a son or daughter;
- 2) the placement of a son or daughter for adoption or foster care;
- 3) the care of your spouse, son or daughter, or parent with a serious health condition; and
- 4) a serious health condition that prevents you from performing your job.

According to federal regulations, a serious health condition is a health condition that requires overnight hospitalization, or requires that you miss work for more than three days and be



under the continuing care of a health provider, or if not treated, would likely result in your missing work for more than three days, including prenatal care.

Leave taken to care for a child, spouse or parent with a serious health condition or because of an employee's serious health condition may be taken intermittently, or on a reduced leave schedule when medically necessary. If the leave is for birth or adoption of a son or daughter, it may be taken intermittently or on a reduced leave schedule only if agreed upon by the employee and the AUTHORITY. Intermittent leave is leave taken in separate blocks of time for the same reason such as one day at a time. A reduced leave schedule is a change in the employee's schedule, such as working part time.

If an employee has vacation or sick leave available, the employee may select to use vacation or sick leave during the leave in accordance with the respective collective bargaining agreement. If you elect not to use vacation or sick leave, or you exhaust either your vacation or sick leave, the remainder of the leave will be unpaid.

The AUTHORITY (SMART) will allow you to take full advantage of any benefits that are in place at the time of your leave. Your

health and dental coverage will remain in effect during the 12 week period, or longer, providing that you make arrangements with the AUTHORITY to pay your portion of the premiums.

If you choose not to maintain insurance coverage throughout the leave, it will be reinstated upon your return from the leave, at your request, without restrictions as to pre-existing conditions or a qualifying physical examination. This unconditional reinstatement is contingent upon your returning to work within (6) months.

Vacation, sick leave and seniority will continue to accrue, as provided for in the respective labor agreement.

In order to take FMLA leave, you must provide (30) days notice if possible before the leave is to begin. If that amount of notice cannot be given under the circumstances, you must provide as much notice as possible. If you do not provide as much notice as possible, your leave may be delayed.

If leave is requested for a serious medical condition, a certificate must be provided within fifteen (15) days of the start of the leave, unless it is not practicable to do so. The AUTHORITY (SMART) can require additional certification from another health care provider designated by the AUTHORITY. If

the certifications differ, a third care provider may be jointly agreed upon by the employee and the AUTHORITY. All expenses for obtaining the second and third certifications will be paid by the AUTHORITY.

While on leave, the AUTHORITY (SMART) will request that you report your intent to return to work. If you decide that you cannot or will not return to work prior to the expiration of the leave, you should notify your department manager/designee.

You should provide as much notice as you can of the date you intend to return to work. Under certain circumstances, the AUTHORITY (SMART) may request a certification on your fitness to return to work. Upon your return, you will be reinstated to your previous position, or if that one is not available, you will be placed into an equivalent position with the same pay and benefits in accordance with the provisions of the FMLA. This reinstatement provision does not extend beyond the 12 week period as defined by FMLA. Employees requiring leave beyond the 12 weeks allowed under FMLA are subject to ADA considerations and requirements and the respective labor agreement. Employees who use FMLA leave will not be discriminated or retaliated against in violation of the provisions of the Family and Medical Leave Act.

An employee who fraudulently obtains FMLA leave is not protected by the FMLA'S job restoration or maintenance of health benefits provision.

## ARTICLE 16

### Military Service

**Section 1.** OPERATORS enlisting in or entering the armed forces of the United States shall be granted all rights and privileges provided by applicable laws, and shall retain and accumulate seniority rights during their absence, provided that they report for duty within 90 days from the date of discharge and are physically fit to perform the duties of the classification.

**Section 2.** OPERATORS who attend required military reserve training will be granted leave and shall be granted all rights and privileges provided by applicable laws and shall retain and accumulate seniority rights and benefits during their absence.

**Section 3.** Upon returning to the AUTHORITY'S service, the OPERATOR shall be remunerated in line with his/her seniority at the then current rate for the classification.

**Section 4.** OPERATORS who are physically unfit to perform the duties of the classification and who provide the AUTHORITY with a doctor's certificate regarding said condition shall, by mutual agreement between the AUTHORITY and the UNION, be granted an extension beyond the aforementioned 90 day period in which to correct the physical defect.

## ARTICLE 17

### Layoffs - Recalls

**Section 1.** When necessary to reduce the regular force of OPERATORS, layoffs will be in the inverse order of system-wide job classification seniority.

**Section 2.** When the regular force of OPERATORS is increased, OPERATORS who were laid off, in accordance with the provisions of Section 1 of this Article, shall be recalled in the reverse order in which they were laid off; provided, that this Agreement or any renewal, amendment or extension thereof is still in effect. A laid off OPERATOR shall be eligible for recall for a period of time equal to his/her job classification seniority at the time of layoff, or 36 months from the time of layoff whichever is greater.

**Section 3.** In the recall of OPERATORS in accordance with Section 2 of this Article, the following procedure shall be followed:

**FIRST:** The AUTHORITY will attempt to notify each OPERATOR to be recalled to report to work by certified U.S. Mail (return receipt requested) or by telegram or mailgram. Such letter, telegram or mailgram shall be directed to the last known address of the OPERATOR and a copy thereof

furnished to the UNION. By so doing, the AUTHORITY shall have discharged its notice obligations under this Article. OPERATORS who are laid off must notify the AUTHORITY and the UNION of a correct and up-to-date mailing address within five days of the date of the change or risk forfeiting their seniority and recall rights hereunder.

**SECOND:** All OPERATORS who have been laid off for a period less than 14 calendar days shall be notified of recall by telephone or mailgram to their last known address or telephone number as it appears in the Authority records. Such OPERATORS shall have 5 calendar days after receipt of such notice of recall to report for work. All OPERATORS who have been laid off for a period exceeding 14 calendar days shall be notified to report to work within 14 calendar days. OPERATORS will be granted an additional 7 calendar days if requested within 14 calendar days after the date of mailing of the recall letter or sending of a telegram or mailgram. The OPERATOR so recalled, failing to report as described herein, shall forfeit his/her seniority and recall rights.

All OPERATORS responding to recall shall be required to submit to a return to work physical at the AUTHORITY'S expense. An OPERATOR failing to pass the return to work physical examination provided by the AUTHORITY shall be entitled to utilize the provisions of Article 18 (Physical Examinations), Section 4. The OPERATOR will continue to retain his/her recall rights as provided in Section 2 of this Article. When such OPERATOR, having recall rights, is released by the examining physician retained by the AUTHORITY, or the majority of the three examining physicians certify to his/her physical and mental fitness to again perform the duties for which he/she was employed, the OPERATOR will be permitted to bump the lowest seniority person in the bargaining unit then actively employed. In no case shall the AUTHORITY be required to share in the expense of more than one impartial physician's examination.

An OPERATOR who fails to pass the return to work physical and who is certified by the AUTHORITY'S physician to be able to return to work within 6 months of such physical shall be granted a medical extension of up to 6 months beyond the aforementioned 3 year period of recall eligibility.



**THIRD:** An OPERATOR will be returned to the Division from which he/she was laid off, provided there is a vacancy at that location. If no such vacancy exists, the OPERATOR shall be assigned to the open position by seniority. The OPERATOR will remain at the assigned location until a vacancy occurs at his/her Division of layoff, at which time the OPERATOR will have the option of remaining at the current division or transferring to the division from which he/she was laid off.

**Section 4.** The period of time an OPERATOR is laid off (first date of layoff through actual return to work date) as provided herein shall not be considered or construed as time worked or as service with the AUTHORITY for the purpose of accruing benefits such as vacation, sick days, or wage progression; however, an OPERATOR so laid off shall otherwise retain and accumulate his/her seniority.

**Section 5.** The AUTHORITY agrees to meet and confer in good faith with the UNION before any such layoff occurs, giving the number of OPERATORS to be laid off and giving all appropriate information concerning such layoff. When it is known by the AUTHORITY more than 24 hours prior to the effective date of a reduction in force, the AUTHORITY agrees to give the UNION at

least 24 hours written notice of the names of the OPERATORS expected to be laid off.

**Section 6.** OPERATORS who are laid off and temporarily employed in other classifications shall, upon work becoming available in their own classification, be required to make a choice between continuing the new work or returning to their old work. Thereafter, job classification seniority shall accumulate only in the department and classification in which the OPERATOR continues to work, except as set forth in Article 13 (Seniority), Section 4, of this Agreement.

**Section 7.** Elected UNION officials shall be the last OPERATORS laid off. Affected officers shall be defined as the President, Vice President and one elected board member representing each division.

## ARTICLE 18

### Physical Examinations

Section 1. The AUTHORITY may require any of its OPERATORS to submit to a physical examination as may be necessary and justifiable when it appears that a serious medical condition exists or has existed in the past. An OPERATOR refusing to submit to a physical examination may be subject to disciplinary action and/or withheld from service without pay pending such examination.

**Section 2.** The examining physician shall be selected by the AUTHORITY and the cost of such examination shall be paid by the AUTHORITY. In the event the examining physician recommends and the AUTHORITY requires further examinations by a specialist, the cost of such examination shall be paid by the AUTHORITY. This section shall not be construed to require payment by the AUTHORITY of costs for further treatment that may be recommended by the examining physician or specialist.

**Section 3.** As a condition of continued employment with the AUTHORITY, any physical examination above provided for must reveal the physical and mental fitness of the OPERATOR involved to perform the duties for which he/she was employed.

**Section 4.** Should any required physical examination above provided for reveal the physical or mental fitness or unfitness of the OPERATOR involved to perform the duties for which he/she was employed, the OPERATOR may at his/her option have a review of his/her case in the following manner:

- A. The OPERATOR may retain a licensed physician of his/her own choosing and at his/her own expense for the purpose of conducting a further physical examination than that made by the physician retained by the AUTHORITY. In the event such physician's findings verify the findings of the physician retained by the AUTHORITY, no further medical review of the case shall be afforded.
  
- B. In the event the findings of the physician chosen by the OPERATOR involved shall disagree with the findings of the physician retained by the AUTHORITY, the AUTHORITY at the written request of the OPERATOR involved, and the OPERATOR will jointly ask the two physicians to agree upon and appoint a third qualified, licensed and disinterested physician for the purpose of making a further physical examination of the OPERATOR involved. The findings of the majority of the three examining physicians shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of such a third physician

shall be shared equally by the AUTHORITY and the OPERATOR.

**Section 5.** Should the physical examination provided for reveal physical or mental unfitness caused by disease, defects or disabilities of a temporary or curable nature, the OPERATOR involved, if willing to have the cause or causes of such unfitness treated and rectified depending upon the particular circumstances of each case, will abide by the following procedures:

- A. The OPERATOR involved may continue working while undergoing medical treatment if the examining physician retained by the AUTHORITY or a majority of the three examining physicians (if review of the AUTHORITY-retained physician's conclusion is sought under Section 4) shall certify to his/her ability to safely do so.
- B. The OPERATOR involved shall be taken out of service and given a sick leave for the purpose of undergoing medical treatment until such time as the examining physician retained by the AUTHORITY or the majority of the three examining physicians as provided for in this Article shall certify to his/her physical and mental fitness to again perform the duties for which he/she was employed.

**Section 6.** Any OPERATOR on sick leave or disability because of physical or mental unfitness to perform his/her duties shall be required to supply the AUTHORITY with a physician's report covering his/her condition at such intervals as the AUTHORITY may establish.

**Section 7.** Physicians retained by the OPERATOR or the AUTHORITY as required in this Article shall be members of the American Medical Association or American College of Surgeons or Osteopaths, licensed in the State of Michigan.

The AUTHORITY will recognize the findings of a Chiropractor only when the OPERATOR has been referred by a physician registered with the American Medical Association.

ARTICLE 19

**Sick Leave & Benefits - Disability Leave - Workers' Compensation**

**Section 1.** Benefits for occupational illness/injuries will be provided by the AUTHORITY and such benefits will comply with the Michigan Workers' Compensation Act.

**Section 2.** Definitions:

SICK LEAVE/SICK DAY: Time off required by an OPERATOR in order for the OPERATOR to recover from a sickness or an injury. A sick day is one day of sick leave. A compensable sick day will be paid at eight hours per day.

SICK AND ACCIDENT BENEFIT PROGRAM: A program to provide an OPERATOR with income during a non-occupational sickness or injury.

NORMAL SERVICE DAY: A day's assigned work actually performed, an authorized holiday, vacation day, bereavement day, jury duty day, and time of UNION officials acting in behalf of the local UNION.

**Section 3.** To qualify under the AUTHORITY'S non-occupational Sick and Accident Benefit Program, an OPERATOR must submit a physician's certification of illness or injury to the AUTHORITY within fifteen (15) calendar days after his/her last

day worked. OPERATORS who have completed six (6) consecutive months of employment with the AUTHORITY will be entitled to receive a benefit equal to 50% of the normal weekly pay with a maximum weekly benefit of \$275 for up to twenty-six (26) weeks for any one illness or injury.

This benefit will begin on the 2nd day of non-occupational injury or hospitalization and on the 5th day of non-occupational illness. Accrued sick days will be used for the aforementioned wait periods. Sick leave days will not be used after the sick and accident benefit commences.

The benefit rate will remain unchanged for the duration of the claim.

**Section 4.** All OPERATORS of the AUTHORITY as of August 1, 1977 will be entitled to a sick leave benefit which will consist of the following:

A. OPERATORS will accrue eight sick days per year at the rate of one day per month beginning April 1, 1977. Such days shall be computed on the basis of not less than 13 normal service days worked per month or 104 hours per month for 4-day week, 10 hours per day employees. Such days will only be considered as accrued on the last day of the month.



**Section 5.** OPERATORS hired after August 1, 1977 will be entitled to a sick leave benefit which will consist of the following:

- A. The Sickness and Accident benefits specified in Section 3 of this Article shall be available to OPERATORS with seniority of six months.
- B. OPERATORS in their first year of employment will be entitled to one sick day, which will accrue after six months of seniority.
- C. OPERATORS in their 2nd, 3rd, 4th and 5th years of employment will be entitled to four (4) sick leave days per year. These days will be accrued at the rate of one every three months, provided such OPERATOR completes 39 normal service days in said three month period. These days will be considered as accrued on the last day of the three month period.
- D. OPERATORS in their 6th, 7th, 8th, 9th and 10th years of employment will be entitled to six (6) sick leave days per year. Said days will be accrued at the rate of one day for every two months, provided the OPERATOR has completed 26 full service days in that two (2) month period. These days

will be considered as accrued on the last day of the two month period.

E. OPERATORS in their 11th year of employment and beyond will be entitled to eight (8) sick days per year. Such days will be subject to the terms and conditions as Section 4 above relating to accrual and service days.

F. The AUTHORITY may require a doctor's certificate for any paid illness.

**Section 6.** At the end of the contract year an OPERATOR will have two options with regard to the disposition of sick leave days (Options must be selected by December 31): OPTION 1: an OPERATOR will be allowed to exchange 50% of the days in his/her sick day bank up to a maximum of four days on January 1 of the contract year for cash payment at the hourly rate in effect on that day multiplied by eight. The remaining 50% of the days will remain in the OPERATOR'S sick leave bank.

OPTION 2: An OPERATOR will be allowed to convert 50% of the days in his/her sick day bank up to a maximum of four days to personal leave days to be taken in the following contract year. The remaining 50% of the days will be automatically converted to sick leave days and remain in the OPERATOR'S sick leave bank.

**Section 7.** Sick leave in the bank may accumulate provided such accumulation does not exceed 80 days at the end of any contract year. Should an OPERATOR exceed the 80-day limit, the OPERATOR may convert the excess days to vacation days at the rate of one vacation day for each two sick days at the end of the contract year.

**Section 8.** An Operator will be allowed to use sick leave hours in increments up to the amount of hours normally paid on the assigned days work less the amount of hours actually worked for hours lost because of illness while on duty. Such hours shall be allowed in increments rounded off to the closest hour amount. If the rounded off number exceeds the normal run pay, the time coverage shall be paid at straight time. The ability to use such hours shall be limited to four (4) times within a rolling 12-month period. All articles currently governing wages as applied to the use of sick leave shall be applicable. The use of eight (8) hours will equal one day in the application of this Agreement.

**Section 9.** An OPERATOR absent due to sickness or injury will notify his/her immediate supervisor of the nature of the sickness or injury. An OPERATOR may report sickness considered to be of a personal nature to the Superintendent of

Transportation and the nature of said sickness will be kept confidential. Said notification must be given 30 minutes prior to scheduled reporting time, if reporting before 11:00 a.m. and 60 minutes prior to scheduled reporting time if reporting after 11:00 a.m. Failure to give proper notice will be treated in accordance with Article 37, Section 5. This is not to be construed as preventing a Superintendent of Transportation from granting an excused absence under extenuating circumstances. The AUTHORITY may require any of its OPERATORS to submit to a medical examination when it believes that an OPERATOR is abusing the sick leave policy.

**Section 10.** Sick leave will extend for a period up to 26 weeks or such number of weeks required to coincide with the Sick and Accident Benefit Program. During this period the AUTHORITY will maintain the OPERATOR'S benefits. However, when an OPERATOR is receiving a sick leave benefit, the OPERATOR will not be eligible for other compensation such as holiday pay, jury duty, or bereavement pay.

**Section 11.** After sick leave of 26 weeks, the AUTHORITY will request the OPERATOR to have a physical examination by a physician chosen by the AUTHORITY to determine if the OPERATOR should be disqualified from employment with the

AUTHORITY. If the physician determines that the OPERATOR may be eligible at some future date to return to work, the OPERATOR will be given a disability leave for up to an additional 18 months. Such disability leave will be without pay or benefits. If the physician determines that the OPERATOR will not be able to return to work at a future date, and the OPERATOR meets the service requirements of MERS or other AUTHORITY pension programs, he/she will be eligible for a disability retirement under the terms of that program. In addition, the OPERATOR will be entitled to other benefits as provided for in Article 24, (Group Insurances and Retirement Benefits) Section 1.A.3. OPERATORS not eligible for disability retirement will be terminated.

**Section 12.** OPERATORS who retire from the AUTHORITY, under the provisions of the AUTHORITY retirement plan will be paid for their unused sick leave bank at the hourly rate in effect at the time of their retirement.

**Section 13.** On December 1st the AUTHORITY will provide each OPERATOR with a written statement of his/her accrued sick days and personal leave days.

**Section 14.** It will be the responsibility of an OPERATOR to notify the Dispatcher prior to 10:00 a.m. on the day preceding the regularly scheduled work day on which said OPERATOR intends to return to work.

**Section 15.** An OPERATOR who becomes ill after 10:00 a.m. and says that he/she will be in the next day will still be scheduled for his/her normal assignment for that following day unless the OPERATOR calls in sick on the next scheduled work day within the appropriate time limits (see Article 19, Section 7). However, Article 19, Section 12 shall apply thereafter to all consecutive work days of absence because of illness.

**Section 16.** Upon termination of employment, except for discharge, an employee will be compensated for banked sick leave at his/her current hourly rate in accordance with the following table:

0 to 7 years = 0 pay-out

Over 7 years to 15 years = 50% pay out

Over 15 years = 100% pay-out

**ARTICLE 20**

**Vacations**

**Section 1.** All full-time OPERATORS of the AUTHORITY covered by this Agreement shall be entitled to receive a vacation in accordance with the following schedule and eligibility provision of this Article.

**Section 2.** To be eligible for any vacation as provided herein, an OPERATOR, must have completed not less than 12 consecutive months of full-time service with the AUTHORITY. Vacation leave shall be accrued to an individual OPERATOR monthly and shall be computed on the basis of not less than 13 normal service days worked per month or 104 hours per month for 4-day week, 10 hours per day employees. Service days include days on paid status including sick days. Vacation leave shall be in accordance with the following schedule:

| NUMBER OF FULL YEARS SERVICE | DAYS    | MAXIMUM HOURS VACATION PAY |
|------------------------------|---------|----------------------------|
| 1 year                       | 7 days  | 56 hours                   |
| 3 years                      | 14 days | 112 hours                  |
| 6 years                      | 15 days | 120 hours                  |
| 9 years                      | 16 days | 128 hours                  |
| 12 years                     | 21 days | 168 hours                  |
| 16 years                     | 23 days | 184 hours                  |
| 25 years                     | 25 days | 200 hours                  |

The definition of a normal service day shall be as follows: a day's assigned work actually performed, an authorized holiday or personal leave day, vacation day, bereavement day, jury duty day, a paid sick day and time of UNION officials acting on behalf of the UNION.

**Section 3.** Vacation leave may not be taken in anticipation of future service.

**Section 4.** Vacation pay will be compensated on the basis of eight (8) hours at the current hourly rate of pay for each day.

**Section 5.** Vacations shall be chosen in the month of April. The AUTHORITY, at its discretion, will determine the number of OPERATORS who may be permitted off at any one time. It is understood that the summer schedule will allow more OPERATORS to take their vacation than during the rest of the contract year. OPERATORS shall pick the number of available days they have accrued during their last full year of employment. OPERATORS may pick the number of days they will have accrued by the month immediately preceding the month in which they schedule their vacation. If an OPERATOR does not meet the requirements to accrue the number of vacation days scheduled, he/she will forfeit the week(s) picked; however, an OPERATOR who has accrued at



least three days may complete one week by taking up to two additional days as personal leave days. In the event the OPERATOR has no personal leave days remaining, the OPERATOR may take up to two days without pay. Vacation weeks forfeited in the foregoing manner will be posted for selection by less senior OPERATORS to be taken in addition to, not in lieu of, vacation already picked.

**Section 6.** When vacation periods are posted, all OPERATORS, in order of their job classification seniority, will select their vacation period or leave their selection of a vacation period with an officer of the UNION or authorize some person to act on their behalf to make the selection as it becomes their turn. If the OPERATOR fails to select his/her vacation period as provided for in this section, he/she will be obligated to select any period left open at the end of the vacation pick. Failure to make such selection after the end of the vacation pick will require the AUTHORITY to assign a vacation to the OPERATOR.

**Section 7.** Any OPERATOR who desires to work during his/her vacation period shall be allowed to do so at the discretion of the AUTHORITY provided he/she accepts having his/her name put on the bottom of all boards.

**Section 8.** Any OPERATOR at April 1, 1974 receiving 27 days vacation will continue to receive said days for the duration of his/her employment with the AUTHORITY.

**Section 9.** OPERATORS terminating employment with less than one (1) year seniority shall not be eligible for accrued vacation pay.

Section 10. After the expiration of the 26 week sick and accident benefit period as provided for in Article 19 (Sick Leave and Benefits - Disability Leave), the OPERATOR will, upon request, be paid his/her accrued vacation pay.

**Section 11.** Effective at the signing of this Agreement, OPERATORS shall be able to use 4 single days of vacation subject to the approval of the Superintendent of Transportation and or his/her designee. The use of single vacation days shall only be approved after all personal leave days have been exhausted. All such single vacation days shall be granted in accordance with Article 23, Section 4-D. The vacation and personal leave days described herein shall be granted in 8 hour increments only.

## ARTICLE 21

### Free Transportation

**Section 1.** All OPERATORS of the AUTHORITY covered by this Agreement shall be entitled to free transportation limited to the routes operated by the AUTHORITY except demand-response services. All passes or tickets issued by the AUTHORITY for free transportation under the provisions of this Article shall be nontransferable.

**Section 2.** OPERATORS on sick leave will be granted free transportation over the lines of the AUTHORITY as long as they have employee status.

**Section 3.** A retired OPERATOR, including his/her spouse, will be issued an annual pass over the lines of the AUTHORITY. Upon the OPERATOR'S death, this privilege will be afforded the deceased's spouse but shall be voided upon any change of marital status.

**Section 4.** The OPERATOR'S spouse and dependent children under 18 years of age shall be granted pass privileges as provided in this Article.

**Section 5.** Pass privileges granted to any OPERATOR or group herein may be revoked by the AUTHORITY if such privileges are

abused.

**Section 6.** At the discretion of the AUTHORITY all passes will be collected and new passes issued.

**Section 7.** Upon termination, all passes will be returned to the AUTHORITY.

## ARTICLE 22

### Accidents - Safety

**Section 1. ACCIDENT PREVENTION/SAFETY** - The AUTHORITY recognizes that accident prevention work is necessarily incident to the operation of the AUTHORITY'S transportation system and that safety programs, safety meetings, work site and general accident prevention work is mutually beneficial both to the AUTHORITY and to its OPERATORS. The UNION therefore agrees that it will encourage the OPERATORS to voluntarily cooperate with the AUTHORITY in the AUTHORITY'S safety programs and to take an active part and interest in accident prevention.

**Section 2. ACCIDENT REPORTS** - Any accident or unusual occurrence(s) involving the AUTHORITY or its property, including personal injury accidents, shall be reported immediately by radio or telephone to the AUTHORITY by the OPERATOR involved, except under unusual circumstances, in which case the OPERATOR shall then report the accident at the earliest possible opportunity. A written report shall then be made fully, properly and completely on report blanks supplied by the AUTHORITY and submitted to the AUTHORITY not later than the end of the shift on the work day the accident occurred. However, an OPERATOR will be granted a 24 hour period to fill out the accident report upon his/her request, except under unusual circumstances. The aforementioned 24 hour period shall not include weekends or holidays as defined in

Article 23, Section 1.A.

**Section 3. ACCIDENT DETERMINATION** - After having investigated the facts concerning an accident the AUTHORITY shall determine whether the accident was preventable or non-preventable.

**Section 4. ACCIDENT REVIEW BOARD** - An OPERATOR may appeal a "preventable" decision to a Review Board composed of five persons, three appointed by the AUTHORITY and two by the UNION. The third person selected by the AUTHORITY will be an active or former Police Officer or insurance adjuster experienced in accident investigation.

The Board will meet on a monthly basis to decide those appeals received more than one week prior to the scheduled meeting, provided a written "Request for Appeal" is filed with the Superintendent of Transportation within ten (10) Central Office business days from the date the OPERATOR receives the notice of preventability. If there are less than three cases to be decided the meeting may be adjourned until such time as three appeals are pending.

The majority decision of the Review Board will be final and

binding on the parties.

**Section 5.** The OPERATOR Safety Committee at each division shall be composed of a UNION and an AUTHORITY representative which shall meet at least once a month in conjunction with the existing Maintenance Safety Committee for the purpose of discussing safety and promulgating safety regulations. It is understood that the AUTHORITY has the ultimate responsibility for and shall make the final determination on all matters of safety and safety rules.

ARTICLE 23

Holidays and Personal Leave Days

**Section 1. HOLIDAYS:** All OPERATORS of the AUTHORITY coming within the scope of this Agreement shall receive holiday pay for the holidays in accordance with the provisions as set forth in this Section, provided the OPERATOR worked his/her last scheduled day of work before the holiday. Vacation, personal leave days, jury duty and bereavement days shall be considered as days worked.

A. All OPERATORS shall be entitled to eight hours of pay at their regular hourly rate for the following holidays:

New Year's Day  
Martin Luther King Day  
Memorial Day  
July 4th  
Labor Day  
Thanksgiving Day  
Christmas Day

If any such holiday falls on a Saturday or Sunday, the adjacent Friday or Monday, respectively, will be observed and paid as the holiday. All references in this Article to "holiday" shall be construed to mean either the actual holiday date or the day observed as such according to this definition.

B. A personal leave day is defined as a day off for personal reasons. OPERATORS hired after April 1, 1986 will accrue



one personal leave day at eight hours pay for each three months of employment in their first contract year and must take them during the course of the contract year. All other OPERATORS shall be entitled to eight hours of pay at their current hourly rate of pay for five personal leave days in each contract year. In the event of layoff, an OPERATOR who has unused personal leave days will, upon request, be paid such days at the time of his/her layoff.

- C. OPERATORS hired prior to April 1, 1986, returning from layoff or leave of absence shall be entitled to up to five personal leave days in that year as follows: one personal leave day after two months, a second personal leave day after four months, a third personal leave day after six months, a fourth personal leave day after eight months, and a fifth personal leave day after ten months provided that a two month qualifying period does not conclude after December 1st of any year. If the qualifying period concludes after December 1st, the employee shall not be credited with the personal leave day. No OPERATOR may be credited with more than five personal leave days in any January to December period.

**Section 2:** OPERATORS who pick the Sunday-Holiday schedule will be paid at the straight time hourly rate of pay for time worked on holidays, except when the holiday is a regularly scheduled day off, in which case the OPERATOR will be paid the overtime rate plus holiday pay. OPERATORS working the Extra Board who pick the day on which the holiday is observed as their regular working day will be paid at the straight time hourly rate of pay for actual time worked plus holiday pay. All other OPERATORS working the holiday will be compensated at one and one-half said rate plus holiday pay. Martin Luther King Day is a regularly scheduled work day and shall not be included in the Sunday-Holiday schedule.

**Section 3.** OPERATORS who pick a four day run, one of which days occurs on a holiday, will be paid the difference between the time worked and the 40 hour guarantee as their holiday pay.

**Section 4.** Request for personal leave days shall be governed by the following:

- A. An OPERATOR will give the AUTHORITY 48 hours notice of his/her intent to take a personal leave day. The AUTHORITY will grant the personal leave day or an alternate day falling within ten working days of the day requested.

- B. Personal leave days must be used in the year they are granted, unless authorized by management to carry the personal leave days into the subsequent year.
  
- C. No more than ten percent of OPERATORS may request personal leave on the same day.
  
- D. Seniority will be the basis for granting all personal leave days provided that the OPERATOR exercises his/her seniority at least seven days prior to the day he/she is requesting off. After the seven day request period, personal leave days will be granted according to the day and time the OPERATOR submitted his/her written request.

**Section 5.** A regular OPERATOR eligible for holiday pay as provided herein, who picks a run which includes scheduled overtime, will be guaranteed such scheduled overtime for days worked during the week in which a holiday falls, provided that the OPERATOR meets the provisions of Article 35 (Weekly Guarantee-Normal Work Week).

ARTICLE 24

Group Insurance and Retirement Benefits

Section 1. FULL TIME OPERATORS' BENEFITS

The AUTHORITY shall provide the following group insurances and pension for eligible full-time OPERATORS-MEMBERS who can qualify.

A. LIFE INSURANCE

1. GROUP LIFE INSURANCE POLICY

Operator \$30,000

Spouse of an Operator \$ 5,000

2. ACCIDENTAL DEATH AND DISMEMBERMENT POLICY

Operator \$30,000

Spouse of an Operator \$ 5,000

3. LIFE INSURANCE DISABILITY BENEFIT

The following benefits will be provided for all OPERATORS who are under the age of 60 and become totally disabled for a period of at least nine months:

- a. Full life insurance coverage will be continued for duration of the disability; provided, that the OPERATOR completes a waiver of premium form no later than six months from the starting date of the disability.

b. If the OPERATOR is permanently disabled, he/she will receive an amount not to exceed \$150 per month for a period of 60 months, which amount will reduce the OPERATOR life insurance benefits by the amount paid to the OPERATOR.

4. LIFE INSURANCE - RETIREES

When an OPERATOR retires under an AUTHORITY retirement program, the AUTHORITY will provide a death benefit in the amount of \$5,000.

The retiring OPERATOR-MEMBER, if he/she so elects, can make arrangements with the life insurance company to contract for additional coverage. Insurance premiums for said additional insurance shall be payable directly to the insurance company by the retiree, at no cost to the AUTHORITY.

B. MEDICAL AND HOSPITALIZATION INSURANCE

The AUTHORITY will make available to all OPERATORS and to all members of their families who can qualify under the rules and regulations promulgated by the insurer,

1. Blue Cross/Blue Shield Preferred Provider Organization.
2. Pre- and post-natal care rider to 1 above.
3. Membership Liability (M.L.) rider to 1 above.
4. First Aid Emergency - Reasonable and customary (FAE-RC) rider to 1 above.
5. Master Medical coverage with:  
\$100 deductible for single coverage and  
\$200 deductible for family coverage
6. Master Medical Catastrophic Physician's office visits (MMC-POV) rider to 1 above.
7. Eligible OPERATORS may elect coverage under a Health Maintenance Organization (HMO) provided by the AUTHORITY in lieu of the Blue Cross/Blue Shield coverage outlined above.
8. Blue Cross Blue Shield medical and hospitalization coverage is not available to employees hired after April 1, 1992. Such employees are entitled to select an HMO offered by the AUTHORITY.

C. MEDICAL AND HOSPITALIZATION INSURANCE - RETIREES

1. The AUTHORITY will make available to OPERATORS, under age 65 who have retired under the AUTHORITY'S retirement program prior to April 1, 1980, the coverage described in this Section, provided said retirees

reimburse the AUTHORITY for the cost of the coverage each month. OPERATORS, under age 65, who retire on or after April 1, 1980 under the AUTHORITY'S retirement program will be provided with the coverage described in this Section at no cost to said retirees. Said coverage will also be provided to the spouse of an OPERATOR who retires on or after 1/1/96 at no cost to the retiree.

1. Blue Cross-Blue Shield, Blue Preferred Plan with Master Medical.
  2. Pre- and Post-natal care rider to 1 above.
  3. Membership Liability (M.L.) rider to 1 above.
  4. Master Medical coverage with:  
\$100 deductible for single coverage and  
\$200 deductible for family coverage
  5. Eligible OPERATORS may elect coverage under a Health Maintenance Organization (HMO) provided by the AUTHORITY in lieu of the Blue Cross/Blue Shield coverage outlined above.
2. The AUTHORITY will make available to all retirees who are age 65 or older Blue Cross-Blue Shield complementary coverage, provided that said retiree

shall enroll for Medicare coverage when eligible. The AUTHORITY agrees to pay full cost of same for the Medicare supplement for the OPERATOR only. The AUTHORITY will permit the retiree to enroll his/her spouse under the plan providing the retiree reimburses the AUTHORITY for the cost each month. Failure to make payments outlined herein and in Paragraph 1 above on a timely basis will be justification for the AUTHORITY to discontinue said coverage. Effective 1/1/96, the AUTHORITY will provide Blue Cross-Blue Shield complementary coverage described herein to the spouse of an OPERATOR who retires on or after 1/1/96 at no cost to the retiree.

D. OPTICAL CARE

The AUTHORITY will make available to all OPERATORS, spouse and all dependent children under 19 years of age one eye examination and one pair of glasses, if needed, once every two years under the provisions of the optical care insurance program selected by the AUTHORITY.

E. FELONIOUS ASSAULT INSURANCE

The AUTHORITY will furnish a Felonious Assault Insurance Policy for all OPERATORS in the amount of \$90,000 for death



or loss of two or more members and \$45,000 benefit for loss of one member.

F. PRESCRIPTION DRUG PROGRAM

The AUTHORITY will provide to all OPERATORS, spouse and all dependent children under 19 years of age a prescription drug program selected by the AUTHORITY. Said program will provide for a three dollar (\$3) deductible per prescription. The AUTHORITY will also provide this program to OPERATORS who retire after April 1, 1980 and said retirees' spouse. The deductible for OPERATORS who retired prior to April 1, 1992 shall be two dollars (\$2).

G. DENTAL INSURANCE

The AUTHORITY will make available to all OPERATORS, spouse and all dependent children under 19 years of age a traditional dental insurance program and a preferred provider dental insurance program selected by the AUTHORITY. The AUTHORITY agrees to pay the full cost of same for all OPERATORS and said members of their families. The coverage shall not be less than the coverage provided as of April 1, 1989. A new OPERATOR must work six (6) months to become eligible for this benefit.

H. RETIREMENT PLAN (MERS)

The AUTHORITY will make available, and all OPERATORS agree to become members of, the Michigan Municipal Employees Retirement System (MERS). The AUTHORITY will make available Formula B-3, V-6, and F-55 with a required period of credited service of fifteen years under the Municipal Employees Retirement Act.

**Section 2.** If any OPERATOR of the AUTHORITY fails to make out the necessary forms for life, sickness and accident, or medical insurance during the specified dates, the AUTHORITY assumes no liability for any such claims.

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

## ARTICLE 25

### Bargaining Unit Work

**Section 1.** The AUTHORITY recognizes that the integrity of the bargaining unit is of significant concern to the UNION and OPERATORS.

**Section 2.** Supervisory and Managerial Employees shall not perform bargaining unit work except in case of emergency or the training of new employees.

**Section 3.** The AUTHORITY retains the right to subcontract work, provided that such action does not result in the layoff of any bargaining unit Employees, unless such subcontracting is mandated by regulation or statute.

## ARTICLE 26

### Pay Periods

**Section 1.** Payday for an OPERATOR coming within the scope of this Agreement shall be once each week. Monday shall constitute the first day of the workweek and Sunday shall constitute the last day of the workweek.

**Section 2.** The payday will be the Friday following the last day of the workweek. Paychecks will be available beginning at 8:30 a.m. When the payday is on an OPERATOR's scheduled day off, said OPERATOR will be paid upon completion of his/her run or after 3:00 p.m., whichever is earlier, on the Thursday immediately preceding said payday. When the payday falls on a holiday, OPERATORS will normally be paid no later than 12:00 P.M. on the Thursday immediately preceding said payday.

**Section 3.** If for any reason time claimed is not allowed, a copy of the original time slip or notice will be sent to the OPERATOR claiming the time, with a full and complete written explanation of why the time was not allowed. Such written notice will be sent within three business days of the date the OPERATOR files a claim. Failure of the AUTHORITY to properly notify will result in automatic allowance of the claim.

**Section 4.** All pay records will be kept locally and agreed shortages in pay will be reimbursed in said amount within 24 hours. Agreed overages in pay will be reimbursed through a payroll deduction mutually satisfactory to the AUTHORITY and the OPERATOR with a minimum pay back of 10% of the overage per week.

## ARTICLE 27

### Witness - Court Appearance

**Section 1.** An OPERATOR who is required to report to the office of the AUTHORITY'S attorneys, insurance carrier or attend court with respect to an accident and/or litigation arising therefrom shall be paid in the same manner as an operating assignment, for the actual time required for such activity.

**Section 2.** Should attendance at the offices of the AUTHORITY'S attorneys, insurance carrier or at court prevent an OPERATOR from performing his/her regular duties, said OPERATOR will be paid at the applicable hourly wage rate for the OPERATOR'S run or job; provided, however, that such OPERATOR shall report to his/her supervisor for assignment to, and the performance of, duty for such time as remains of the unexpired portion of the OPERATOR'S run or regular workday.

**Section 3.** When an OPERATOR is required to report to the offices of the AUTHORITY'S attorneys, insurance carrier or attend court, it is agreed that, in the case of an OPERATOR holding a night run, lack of sleep resulting from said activity shall be sufficient reason for said OPERATOR to be excused from pulling said run on the subsequent workday, in which event said OPERATOR will be paid at his/her applicable hourly wage rate for a period

not to exceed the total scheduled hours of his/her run. Such compensation shall be paid in lieu of paying an OPERATOR for reporting to the insurance carrier, attorneys, or court.

**Section 4.** An OPERATOR may be compensated for his/her costs in connection with defending a traffic citation, only if the Superintendent of Transportation determines the citation resulted from said OPERATOR executing a direct order of the AUTHORITY. Such compensation will not be made when negligence or poor judgment is used by the OPERATOR. Determinations in this regard will not be the subject of a grievance.

**Section 5.** In all of the foregoing instances, OPERATORS must fully complete their daily trip card.

**Section 6.** All payment of wages as outlined within this Article shall be the difference between an OPERATOR'S regular hourly pay and any and all fees paid by the court, excluding mileage.

## ARTICLE 28

### Union Offices and Bulletin Board

**Section 1.** The AUTHORITY agrees that it will furnish a bulletin board in the shops, terminals, and other places where the OPERATORS gather, for the exclusive use of the UNION for the posting of all proper notices relating to UNION matters, as approved by the UNION.

Should the AUTHORITY find that a notice is in conflict with this Agreement or the policy of the AUTHORITY, the AUTHORITY will contact the UNION representative on the property and request that said notice be modified or removed. It is understood that notices contrary to AUTHORITY policy or in conflict with this Agreement will not be allowed to remain posted.

**Section 2.** The AUTHORITY agrees that it will furnish an office in the divisions for the exclusive use of the UNION representing the OPERATORS on the premises.



## ARTICLE 29

### Display - Union Emblems

**Section 1.** The AUTHORITY agrees the UNION emblem may be placed in all coaches operated by the members of the UNION and may be displayed on the AUTHORITY property, at any location where the UNION members serve the public. The AUTHORITY and the UNION will mutually agree where the emblem shall be displayed.

UNION members will be permitted to wear the lapel emblem of the UNION on their service uniforms.

## ARTICLE 30

### Payroll Deductions

**Section 1. CREDIT UNIONS AND FINANCIAL INSTITUTIONS:** The AUTHORITY agrees to permit a payroll deduction to the Northwood Transportation Credit Union and to permit a payroll deduction to a Credit Union organization or financial institution that is a member of the Michigan Clearing House Association.

**Section 2.** Each month, the AUTHORITY agrees to deduct and transmit as directed such amounts specified by those employees voluntarily authorizing payroll deduction of contributions to Political Action Committee(s) established by the International Union, Amalgamated Transit Union, AFL-CIO-CLC or Local 1564, Amalgamated Transit Union, or both. Such contributions must be authorized on the forms provided for that purpose by the Political Action Committee(s) and submitted to the AUTHORITY. These transmittals shall be accompanied by a list of the names of and amounts withheld for those employees for whom such deductions have been made. A copy of the list that is sent to the committees shall be submitted to the A.T.U. Local 1564.

**ARTICLE 31**

**Service Letter**

**Section 1.** An OPERATOR, upon written request shall be given a letter from the AUTHORITY showing his/her term of service and capacity in which he/she was or is employed. Such request shall indicate the information requested and the party to whom the letter shall be mailed. A copy of the service letter shall be provided to the OPERATOR upon request.

## ARTICLE 32

### Operators - Runs, Days Off, Etc.

**Section 1.** A regularly assigned RUN is a day's work selected by an OPERATOR in accordance with job classification seniority and assigned for an extended period when there is a pick. A regularly assigned run is classified as EXTRA WORK when manned by an OPERATOR other than to whom it is regularly assigned. Regularly assigned runs shall pay a minimum of eight hours to Extra OPERATORS working such a run.

A TRIPPER is a work assignment on the run guide of one or more trips paying not less than two hours when assigned to an OPERATOR or Extra OPERATOR. However, the minimum two hours does not apply when the assignment consists of a combination of trippers and/or charters which pays more than two hours. All other pieces of scheduled work shall be classified as extra work.

**Section 2.** OPERATORS who have sufficient job classification seniority and who are assigned to regular runs during a pick are Regular OPERATORS. Other full-time OPERATORS are Extra OPERATORS.

**Section 3.** A STRAIGHT RUN is defined as scheduled work composed of continuous hours of pay. A SPLIT RUN is defined as

scheduled work composed of two or more pieces of work with an interval between pieces. Split runs may contain an unlimited SPREAD of hours, but split runs with spread longer than 10-1/2 hours will pay SPREAD PREMIUM for such excess spread at the rate of one-half (1/2) of the applicable straight time hourly rate of pay. For split runs, additional intervals of 30 minutes or less shall be paid for and considered as time worked and no more than one interval greater than 30 minutes shall be unpaid. Spread premium shall not be used in the calculation of overtime.

**Section 4.** Twenty percent of all morning runs (those starting prior to noon) shall be straight runs scheduled by the AUTHORITY on a system-wide basis. By mutual agreement between the AUTHORITY and the UNION, the number of straight runs required may be reduced to provide additional regularly assigned runs. The AUTHORITY will work to distribute straight runs evenly among divisions. The number of weekday runs shall not be reduced below 220 nor shall the number of straight runs be reduced below 55 for the term of this Agreement, except in the event of a reduction in service such as the implementation of summer schedules.

**Section 5.** When the AUTHORITY shall reduce any part of a regularly assigned run or runs below five hours due to, but not limited to, cancellation of school, shut-down of manufacturing

plants, etc., the affected work shall be assigned in accordance with Article 34 (Operation-Extra Board). The regularly assigned OPERATOR affected shall be assigned to the Extra Board in proper job classification seniority rotation.

**Section 6.** Regular relief points and times shall be established. OPERATORS who are required to make a relief or to be relieved at some other point shall be paid the actual running time required between the garage and that point. All relief time, whether to a relief point or to some other point as required, shall be paid at the OPERATOR'S applicable straight time hourly rate. If the relieving OPERATOR is not at the relief point, the OPERATOR shall proceed to the end of the line and contact the Dispatcher.

**Section 7.** All runs will be scheduled with a 10 minute layover for each three-and-one-half (3.5) consecutive hours of work as measured by garage to garage time. Such layover will be scheduled before the end of the fourth hour of work. Layovers shall be subject to applicable laws, ordinances and regulations. In any piece of work consisting of six and one-half hours or longer, the AUTHORITY will provide a 20 minute layover between the second hour and the six and one-half hour. This 20 minute layover shall not be in addition to the ten minute layover

mentioned above.

**Section 8.** An OPERATOR shall be entitled to at least two days off each week, except as provided in Article 39 (Supplementary Board). The AUTHORITY shall designate the number of OPERATORS who can select days off on a given day. Selection of days off shall be by job classification seniority.

**Section 9.** The AUTHORITY and the UNION agree that a maximum of 16 runs per Division may be scheduled on a four day per week basis with a ten (10) hour per day schedule. Fifty percent (50%) of all such runs shall be straight runs as scheduled per Division. If a Four-Day Run, as defined herein, is constructed with a spread longer than 11-1/2 hours, that run will pay spread premium for such excess spread at the rate of one-half of the applicable straight time hourly rate of pay. All other provisions of this Article shall apply.

## ARTICLE 33

### Selection and Assignment of Runs

#### DEFINITIONS

**PICK:** A general selection and assignment of all regular run assignments and Extra Board positions at the divisional level.

**SYSTEM-WIDE PICK:** A general selection and assignment of all regular run assignments and Extra Board positions at the system-wide level.

**BUMP PICK:** A selection and assignment of runs upon the return of an OPERATOR from a leave or upon an OPERATOR desiring to change runs after his/her run has been changed 11 minutes or more. Said OPERATOR will pick an assignment (either a run assignment or the Extra Board assignment) held by an OPERATOR with less job classification seniority. The OPERATOR so displaced will similarly pick a new assignment, etc., until an OPERATOR picks, or is forced on, the Extra Board. Bump picks will be completed within five working days.



**BLIND RUN:** A blind run is constructed of the accumulation of open regular runs. The open runs occur because other regular OPERATORS have elected to take weekdays as their regular off days. OPERATORS who select a blind as their regular work assignment agree to work the runs that are available. At the completion of the regular pick, OPERATORS pick open runs for their blinds in accordance with their job classification seniority.

**Section 1.** The AUTHORITY shall post picks four times annually, as near as it is reasonable and practical under the circumstances, during the months of March, June, September, December and at such times as is necessary. OPERATORS shall select their work assignments in accordance with their job classification seniority except as otherwise specified herein. There will be a system-wide pick conducted in conjunction with the March pick. The assignment of OPERATORS to terminals resulting from this pick shall remain in effect for one year unless revised by the UNION and the AUTHORITY by mutual written agreement, except as specified in Article 17 (Layoffs-Recalls).

The AUTHORITY agrees to hold a pick for one scheduled school closing in December. This pick may be undertaken in conjunction with one of the four picks referred to in paragraph 1 above or it may be a special pick conducted in conformance with the time requirements set forth in Section 3 below.

The AUTHORITY agrees to hold four (4) bump picks per contract year, if necessary. Bump picks will occur six (6) weeks from the date a regular pick becomes effective. Coach OPERATORS returning before the bump pick or after the run pick but before the next regular pick, shall be placed on the extra board. This section shall only apply to those coach OPERATORS returning from a leave.

**Section 2.** All schedules shall be posted in a conspicuous place in the terminals and shall have the time of each run inscribed thereon. In the case of the March system-wide pick, all schedules will be posted at all working terminals.

**Section 3.** The UNION Executive Committee shall have the privilege of examining the regular run assignments prior to the pick in order to see that such runs comply with the terms of this Agreement. The AUTHORITY will post runs and supply the UNION Executive Committee with the run assignments to be posted for bid at the time of posting. The UNION Executive Committee must

report any discrepancies therein within 72 hours. Such discrepancies as are agreed to be in violation of the terms of this Agreement shall be corrected by the AUTHORITY and then such regular run assignments shall be promptly posted on the bulletin board for selection by the OPERATORS, and the pay time on such runs when selected by OPERATORS in accordance with their job classification seniority shall be the pay time posted in the run assignment, and shall not be changed until the next pick of runs, except as provided in this Agreement.

In complying with Section 3, Paragraph 1, above it is recognized that new schedules will generally become effective on a Monday.

The selection of runs will begin on the preceding Monday, or earlier provided all conditions herein have been met. The posting of the run guide will occur on the Wednesday preceding the day on which the selection of runs is to occur. The AUTHORITY will have the run guides available for inspection by the UNION at the time of posting. In instances where a schedule does not go into effect on a Monday, the time requirements set forth in Paragraph 1 of this Section will apply. If the pick begins prior to a Monday, Section 5 of this Article shall not be effective until the first Monday of the pick.

**Section 4.** It is agreed and understood by the parties hereto that emergencies may arise requiring the AUTHORITY to construct and post runs for assignment on short notice. In such an event, the UNION agrees to reduce the time period of review and the AUTHORITY agrees to allow the UNION Steward up to 8 hours off at AUTHORITY expense for such review. The selection and assignment of runs by OPERATORS may be effected within a shorter period of time.

**Section 5.** The Superintendent of Transportation at the location where the runs are posted, or his/her designee, shall supervise all selection and assignment of runs. Any OPERATOR failing to show up and sign within the 15 minutes allowed him/her to select a run or authorize someone to do so for him/her during the day and time designated forfeits his/her right to select a run in accordance with his/her job classification seniority. In such an event, a representative of the AUTHORITY shall promptly make a selection for said OPERATOR as nearly as reasonably practical in accordance with his/her past selections and such OPERATOR shall be assigned thereto and shall remain thereon until the next selection and assignment of runs except as provided herein. The actions of the AUTHORITY in the selection of such runs under such circumstances shall not be subject to a grievance or the grievance procedures as provided in this Agreement. Once

a selection has been made, it may not be changed if the next person to pick has selected.

In the event an OPERATOR is not able to be present for his/her assigned time to pick, he/she will be afforded the opportunity to furnish the Dispatcher with a listing of a minimum of five runs, in order of priority, that he/she wishes to select. Such lists shall be provided to the Dispatcher prior to an OPERATOR'S designated time for picking runs. In the event an OPERATOR leaves a choice of five runs with the Dispatcher and all five choices have been selected when it is that OPERATOR'S turn to pick, the run pick will stop until the OPERATOR is notified and available to select a run.

The AUTHORITY agrees to work with the UNION in establishing written procedures for the administration of the run picks and will allow a UNION representative to be present during the pick if the UNION so chooses.

**Section 6.** An OPERATOR with sufficient job classification seniority to select a regular run during the regular selection and assignment of runs may elect to work the Extra Board, provided all regular runs are selected. In the event any runs posted for bid are not selected, the AUTHORITY may assign such

unselected runs according to job classification seniority beginning with the lowest seniority OPERATOR who elected not to select a regular run; provided, however, the OPERATOR who is assigned a regular run must remain thereon for the duration of the current pick or until a new OPERATOR is hired. In the event a new OPERATOR is hired, the AUTHORITY shall notify the higher seniority OPERATOR who was assigned a regular run within 24 hours from the date of hiring; and if the OPERATOR elects not to remain on the assigned run, it shall be assigned to the new OPERATOR beginning with the next work week, and the OPERATOR so displaced shall take his/her place on the Extra Board. For the purpose of this Section, an unselected run shall be all those runs that remain unselected after the regular runs and the Extra Board positions have been picked out.

If an OPERATOR bids a weekday run, he/she shall bid the same run each weekday that the run is open. This does not preclude an OPERATOR bidding a weekday as his/her day off as long as that day off is available.

**Section 7.** When the AUTHORITY permanently changes a regular run assignment between run assignment periods so as to affect any phase of the construction of such run 11 minutes or more, the regularly assigned OPERATOR on such run may elect to remain

thereon. If the OPERATOR does not elect to remain thereon, he/she shall notify the AUTHORITY, within 24 hours, in writing, on forms provided by the AUTHORITY with a copy given to the OPERATOR from the time of such change. If the AUTHORITY is so notified, there will be a bump pick starting with said OPERATOR; provided, however, such OPERATORS as may be affected will hold their assignments pending the completion of the pick.

**Section 8.** In the event a temporary reduction of any part of a regularly assigned run or runs, such as provided in Article 32, (Operators - Runs, Days Off, Etc.), Section 5 of this Agreement, has not been re-established by the AUTHORITY within 18 days from the date of such temporary reduction, there will be a bump pick starting with the highest seniority affected OPERATOR; provided, however, such OPERATORS as may be affected will hold their assignments pending the completion of the pick.

**Section 9.** An OPERATOR on sick leave during a pick whose date of return is indefinite may not select a run assignment but may, in the case of a system-wide pick, choose to change terminals. Upon returning to duty from sick leave, an OPERATOR may request a bump pick as provided for in Section 1, third paragraph above. However, said OPERATOR may exercise this bump pick only twice in a contract year.

**Section 10.** An OPERATOR who has selected a vacation which will cause him/her to be on vacation for the duration of a pick shall not pick a run.



## ARTICLE 34

### Extra Board - Operation

**Section 1.** The Extra Board is established for the primary purpose of having Extra OPERATORS available to perform extra work assignments as specified in Section 3 of this Article. The AUTHORITY shall determine the size of the Extra Board, and all Extra OPERATORS may be required to break in on all lines.

**Section 2.** The Extra Board will rotate daily and the second OPERATOR will always move to the top of the Board for the next day with other Extra OPERATORS placed in proper job classification seniority order. However, after a new run pick, the Board will revert to having the OPERATOR with the highest job classification seniority at the top of the Board. No Extra OPERATOR shall refuse to work an assignment assigned to him/her unless the performance of such assignment would either cause the OPERATOR to work in excess of 12 hours in any one day or work a combination of assignments with a spread time in excess of 14 hours. The Extra Board shall be marked up once each day (Monday - Friday), no earlier than 10:00 a.m. and not later than the time the first regular run is due off duty, for all known work for the following day. After the Board is marked up, it shall not be changed except for error or for changes in service requirements. Further, the Monday Extra Board shall also be changed if an

OPERATOR calls on Saturday before 10:00 A.M. and reports off, or clears him/herself for the following Monday. Should the Board be changed, every reasonable effort shall be made by the AUTHORITY to contact the Extra OPERATORS affected.

An OPERATOR on a work assignment that is canceled after 5:00 p.m. shall be placed on the next open assignment or on the next protection assignment, except should the assignment contain two or more pieces of work, then the OPERATOR so affected shall remain on that portion not canceled. Should three or more Extra OPERATORS be affected, the Board shall be changed as set out above.

An Extra OPERATOR who performs a regular run assignment and another piece of work will be paid the spread premium for the regular run assignment only. When an Extra OPERATOR is assigned protection or performs one or more pieces of work with a spread time in excess of 11-1/2 hours, excluding charters, he/she will be paid the spread premium in the same manner as specified in Article 32 (Operators--Runs, Days Off, Etc.), Section 3 of this Agreement for such spread in excess of 11-1/2 hours.

An Extra OPERATOR may be assigned work in addition to that work to which he/she was assigned in the mark up of the Extra Board,

provided that such additional assignment does not cause the OPERATOR to work in excess of 12 hours in any one day. In the event an OPERATOR has completed a work assignment of eight hours or more and is assigned additional work, he/she will be paid intervening time at one-half the straight time hourly rate of pay for the time between the completion of his/her last work assignment and the beginning of the additional work assignment.

It is understood that the intervening time applies only in cases where an Extra OPERATOR is assigned the additional work after completing the work assigned to him/her on the Extra Board.

**Section 3.** In assigning of extra work, the Authority shall mark up such work each day on the Extra Board in the following order until all Extra Operators have been assigned the maximum amount of available extra work:

1. Show and protection OPERATOR A.M. and P.M.
2. Longest paying straight day run.
3. Longest paying split day run.
4. Matinee run - any assigned run due to leave garage between 9:00 A.M. and 12:00 noon.
5. Longest paying straight night run.

6. Longest paying split night run.
7. Overnight charter.
8. Charters and Specials which the AUTHORITY anticipates will pay over eight hours, longest charters assigned first.
9. Combination of charters, greatest paying combination assigned first.
10. Combination of charters and trippers.
11. Combination of trippers.
12. Trippers.

An OPERATOR must have at least a five hour break between one day's assignment and the next, but an OPERATOR may not decline an assignment which would provide for an eight hour break between one day's assignment and the next.

An OPERATOR who wishes to exercise the eight hour break provision above must notify the terminal no later than the ending time of the last assigned work of the previous day. Said OPERATOR must contact the terminal one hour prior to the expiration of the eight hour break for reassignment. Failure to do so will result in a miss in accordance with Article 37.

Extra work having been assigned to the Extra Board in the foregoing manner, any remaining extra work will be assigned to

OPERATORS on the Supplementary Board, in accordance with the provisions of Article 39 (Supplementary Board) and Article 44, Sec. 3 (Overtime) of this Agreement. All OPERATORS having signed the Supplementary Board shall respond to calls made upon them by the AUTHORITY to perform such extra work.

**Section 4.** When a regular OPERATOR is excused from work before the Board is marked up for the following day, his/her work shall be assigned in accordance with Section 3 of this Article.

After 5:00 p.m. when an OPERATOR on a work assignment is excused for his/her work assignment for the following day, it shall be posted on the Board as an open assignment, except as set forth in Section 2 of this Article.

## ARTICLE 35

### Weekly Guarantee - Normal Work Week

**Section 1.** A full-time OPERATOR or an Extra OPERATOR on the Extra Board shall be entitled to a minimum guarantee of 40 hours of pay time for each work week; provided, however, such OPERATOR and Extra OPERATOR shall be available and report at the proper time and the proper place for such assignment(s) as picked or fall to him/her in the normal operation of the Extra Board. This guarantee will not apply in the event an OPERATOR is laid off.

**Section 2.** OPERATORS on the Extra Board who have acquired the minimum hours of work in the work week shall forfeit their place on the Extra Board to Extra OPERATORS who have not acquired the minimum hours in the work week.

**Section 3.** The normal work week shall be a five day week with the exception to provide for the four day week as contained in Article 32 (Operators-Runs, Days Off, Etc.), Section 9 of this Agreement.

## ARTICLE 36

### Vacancies

**Section 1.** A PERMANENT VACANCY occurs when an OPERATOR selecting a regular run during a general selection and assignment of runs leaves the AUTHORITY'S service for any cause or when a new regular run is added. In the event a PERMANENT VACANCY occurs, a pick will begin with the first senior OPERATOR below where the vacancy occurs, or in the case of a new run, with the first senior OPERATOR. The vacant or new run will be posted. A list of OPERATOR'S names by seniority shall be posted and each one will either pick or pass. If an OPERATOR does not pick or pass, it will mean they have passed. As each vacant run is selected, a posting of each open run will occur and the OPERATOR first in seniority below the vacancy will pick or pass. This will continue until all vacancies are filled.

**Section 2.** A HOLD-DOWN occurs when any regular run assignment is vacated by the regularly assigned OPERATOR for an entire workweek, as defined in Article 35, Section 3.

When it is known that a HOLD-DOWN will occur, such HOLD-DOWN shall be posted in the week preceding the known vacancy for bid to the Extra Board.

When it is not known that the regular assigned OPERATOR will be absent from his/her regular run assignment for reasons such as sickness, etc., then such run assignment shall be operated on the Extra Board for the first five days plus any remaining days to beginning of the next work week. During the aforementioned days, it shall be posted for bid to the Extra Board.

In either event, the highest seniority Extra OPERATOR bidding thereon within 72 hours from the date of said posting shall be assigned thereto and remain thereon for the duration thereof, as specifically set forth in Section 3 of this Article, and shall be considered as a regular assigned OPERATOR while on such a HOLD-DOWN vacancy. When posted, the least senior Extra OPERATOR on the Extra Board shall be assigned thereto and remain thereon for the duration thereof, as specifically set forth in Section 3 of this Article, and shall be considered as a regular assigned OPERATOR while holding such a vacancy, except as set forth in Section 3 of this Article, and shall be considered as a regular assigned OPERATOR while holding such a vacancy, except as set forth in Article 33 (Selection and Assignment of Runs), Section 6.



**Section 3.** In the event the duration of the vacancy created by the regular assigned OPERATOR is known at the time of posting, the Extra OPERATOR bidding thereon and assigned thereto shall, upon designated termination of such vacancy, return to the Extra Board. In the event the duration of the vacancy created by the regular assigned OPERATOR is not known at the time of posting, the regular assigned OPERATOR creating such a HOLD-DOWN vacancy must notify the Dispatcher not less than 48 hours prior to the normal report time that he/she will return to work and accept his/her regular run assignment. Upon receiving the 48 hour notification from the regular assigned OPERATOR creating the vacancy, the Dispatcher receiving such notification shall notify the Extra OPERATOR on such HOLD-DOWN vacancy and he/she shall return to his/her position on the Extra Board.

## ARTICLE 37

### Miss-Outs

**Section 1.** For purposes of this Agreement, a "miss" is defined as the failure of an OPERATOR to report for duty at the proper time and place. Discipline for misses will be as follows:

- A. First miss - written warning.
- B. Second miss - without 60 days free of misses since the last miss - one day violation.
- C. Third miss - without 60 days free of misses since the last miss - three day violation.
- D. Fourth miss - without 60 days free of misses since the last miss - one working day suspension at 90% of OPERATOR'S current hourly rate.
- E. Fifth miss - without 60 days free of misses since the last miss - two working days suspension at 85% of OPERATOR'S current hourly rate and 90% of OPERATOR'S current hourly rate for ten working days.
- F. Sixth miss - without 60 days free of misses since the last miss - five days suspension and 90% of OPERATOR'S current hourly rate for 15 working days.
- G. Seventh miss - without 60 days free of misses since the last miss - dismissal (except as provided for in Section 6 of this Article).

The 60 day period referred to in this Article shall be calendar days but shall not include sickness and accident and/or Worker's Compensation leaves.

**Section 2.** An OPERATOR who reports for duty after his/her scheduled report time five minutes or less late will forfeit 30 minutes pay, but will work his/her scheduled assignments on that day. In addition, said OPERATOR will be charged with a miss unless 60 days have elapsed since the OPERATOR'S last miss or since the last day he/she reported late for duty.

An OPERATOR who reports for duty more than five minutes but less than two hours late will be charged with a miss and be assigned as the last OPERATOR on the Extra Board.

An OPERATOR who reports more than two hours and less than five hours after his/her scheduled report time will be charged with a miss, placed on show at the bottom of the Extra Board and given a two-day working suspension, in addition to incurring the penalties outlined in Section 1 of this Article. However, the two-day working suspension will be reduced to one day if the OPERATOR has not reported late within the last 60 days.

An OPERATOR who does not call and does not show up for work within five hours after his/her report time shall be given a miss for each work day and shall receive a three-day working suspension in addition to the penalties outlined in Section 1 of this Article. However, the three-day working suspension will be reduced to two days if the OPERATOR has not reported late within the last 90 days.

**Section 3.** An OPERATOR who telephones the terminal up to two hours late will be charged with a miss, may be assigned as the last OPERATOR on the Extra Board, and will incur the penalties outlined in Section 1 of this Article.

An OPERATOR who telephones the terminal more than two hours late will be charged with a miss, may be placed on show at the bottom of the Extra Board, and will be given a two-day working suspension, in addition to incurring the penalties outlined in Section 1 of this Article.

Telephone calls prior to the designated report time will not prevent an OPERATOR from incurring a miss. This is not to be construed as preventing the AUTHORITY from granting an excused absence.

**Section 4.** When an OPERATOR is placed on violation, he/she may be assigned work as the last person on the Extra Board. Said OPERATOR will not be assigned work if there is another protection person available to take the assignment. OPERATORS on violation forfeit their guarantee.

**Section 5.** An OPERATOR who reports sick less than 30 minutes before his/her time to report shall be charged with a miss provided his/her time of report is prior to 11:00 a.m.

An OPERATOR reporting sick less than 60 minutes prior to his/her time of report shall be charged with a miss provided his/her time of report is after 11:00 a.m.

**Section 6.** The AUTHORITY may take into account an OPERATOR'S previous record or extenuating circumstances in imposing a less severe penalty than is scheduled in this Article.

**Section 7.** An OPERATOR incurring a miss who contends that such miss was the direct result of automobile trouble will have the miss removed, provided he/she presents documentation within 24 hours of the alleged automobile failure.

Such documentation will be cause for removing the miss only after its verification by the AUTHORITY.

This provision may be invoked not more than twice in any 12-month period and only once in any one series of misses.

## ARTICLE 38

### Charters

**Section 1.** All charters shall be assigned to OPERATORS in accordance with Article 34 (Operation - Extra Board).

**Section 2.** An OPERATOR assigned to charter service of one day or less shall be paid for, but not to exceed, the time he/she goes on duty to the time he/she is relieved from duty.

**Section 3.** An OPERATOR assigned to a charter of two days or more shall be paid on the first and last day of the charter, the actual running time, or a minimum of eight hours, whichever is greater. On intervening (between first and last) days he/she will be paid a minimum of eight hours.

A. An OPERATOR assigned to a charter of two days or more shall render only the service requested by the charter sponsor. Service requests over and above the minimum of eight hours will be paid upon submission by the OPERATOR to the AUTHORITY of a proper written report, signed by the charter sponsor, showing service rendered. The eight hour minimum time will start one hour before the OPERATOR is requested to report by the sponsor.

B. Meal Allowance: On the first day, if a charter pulls out before 12:00 noon, the OPERATOR may charge lunch and dinner. On the last day, if the OPERATOR returns after 6:30 p.m., he/she will be compensated for dinner as well as breakfast and lunch. On all other days of the charter the OPERATOR may charge breakfast, lunch and dinner. The following meal allowances apply:

Breakfast: \$3.00

Lunch: \$4.00

Dinner: \$6.00

**Section 4.** All charters are to pay a minimum of two hours. When an OPERATOR reports for a charter assignment that has been canceled and has not been notified of its cancellation, or where an appropriate attempt to notify the OPERATOR has not been made, the OPERATOR will be paid a minimum of two hours. However, when a charter has been assigned before, during or after a run assignment and comes under the time and one half (1-1/2) provision, the minimum will not be applicable. Further, when a combination of charter and/or extra work totals more than two hours, the minimum time per charter is not applicable.



**Section 5.** When an OPERATOR who has completed a scheduled run is assigned another piece of work, the following provision shall prevail: If the charter pays less than five hours the OPERATOR shall be paid one-half the straight time rate for intervening time of three hours or less.

**Section 6.** A charter list will be posted with the daily work sheets showing charter number, time wanted, destination, and return time when it is known.

Charter trip cards showing address and nearest street intersection where the group will be picked up, as well as the address and nearest street intersection of the destination, if known, are to be provided to the OPERATOR.

**Section 7.** The provisions of Article 43 (Time Allowances), shall apply to charters. In addition, the following rules shall apply where applicable:

A. The AUTHORITY will pay 12 minutes for report time at the beginning of a charter assignment of less than two hours if the charter assignment is the first piece of work performed on that day. The 12 minutes pay would be in addition to the

payment of the two hour minimum for charters.

- B. The AUTHORITY will pay six minutes for report time if the charter is a separate piece of work, worked after previous assignment has already been completed. An example of this would be an afternoon charter paying one hour and one half (1-1/2) which would be paid at the rate of two hours for the charter and six minutes for report time.
  
- C. Should a charter be the last assignment of the day or the only charter of the day, the AUTHORITY will pay the five minute check-out time.

**Section 8.** OPERATORS will not be required to collect any charter payment.

## ARTICLE 39

### Supplementary Board - Operation

**Section 1.** The Supplementary Board will consist of OPERATORS who have requested extra work by designating that they are available for work on one or both off days at the time of the pick as defined in Article 33. In order for an OPERATOR to remove his/her name from the Supplementary Board he/she must notify the AUTHORITY in writing 24 hours prior to the effective date of removal from the Supplementary Board and must remain off the Supplementary Board until the next pick.

A. Work not assigned as provided for elsewhere in this Agreement will be assigned to the Supplementary Board.

B. The Supplementary Board will operate in the following manner:

1. A separate Supplementary Board will be posted each day at 10:00 a.m. and removed at 11:30 a.m. for work assignment on the following day. Saturday, Sunday and Monday work will be posted and removed, as outlined herein on Friday. However, in the event an OPERATOR calls in on Saturday before 10:00 A.M. and reports off or clears him/herself for the following Monday, the

Monday Supplemental Board will be changed as required. If such a change occurs, it will be the OPERATOR'S responsibility to contact the Central Dispatch Office to determine his/her Supplemental Board assignments for Monday.

2. OPERATORS who pick work posted for the following day will be given their choice of work if enough work is available for everyone who wishes to work on the basis of job classification seniority.
3. OPERATORS shall pick work by line number and/or pass. OPERATORS who neither pick nor pass for that day will be assigned work according to hours on a job classification seniority basis.
4. After the BOARD is made up at 11:30 a.m. and a work assignment is given, no OPERATOR will be able to pass; also, once the Board is removed at 11:30 a.m., no further picks may be made.
5. The Supplementary Board will rotate. However, after a new run pick, the Board will revert to having the OPERATOR with the highest job classification

seniority at the top of the Board for each day. On weekends, the Board will continue to rotate as if there had been no pick.

6. Supplementary Board OPERATORS who work less than four hours shall not lose their place on the Supplementary Board.

C. Supplementary Board OPERATORS will have the option of rejecting a work assignment, in which case they will lose their place on the Board. Should all OPERATORS of lower position reject the assignment, the OPERATOR having first rejected the assignment will be required to work it.

D. An OPERATOR refusing an assignment on the basis that it would not allow eight hours between his/her completing the Supplementary Board assignment and his/her report time the following day will not lose his/her place on the Board.

**Section 2.** OPERATORS having been assigned work on the Board and not notifying the office that such work assignment is not desired, and consequently not reporting for work, shall be subject to the provisions set forth in Article 37, Miss-Outs, of this Agreement.

## ARTICLE 40

### Uniform Regulations

**Section 1.** All OPERATORS will be required to wear uniforms in accordance with the specifications of the AUTHORITY. Such specifications will provide for summer and winter wear. A committee shall be established and composed of two representatives each of the AUTHORITY and the UNION to provide recommendations for such specifications.

**Section 2.** Summer wear shall be worn from April 1 to November 1 of the year, and winter wear during the balance of the year. Wearing of the tie or scarf shall be at the option of the OPERATOR.

**Section 3.** A new OPERATOR, full-time and/or part-time, will be provided two complete uniforms by the AUTHORITY upon completion of their probationary period. Each will include a jacket, one pair of pants, one shirt: long sleeve, one shirt: short sleeve, and a tie or scarf.

**Section 4.** An OPERATOR with one or more years of seniority on January 1 will be allowed a uniform allowance. An OPERATOR may purchase uniform equipment from a supplier established by the AUTHORITY and submit for payment bills therefrom to the

AUTHORITY for his/her purchase up to \$250 per contract year.

An OPERATOR may use up to \$75 of his/her allowance to purchase shoes. Shoes will be of a style prescribed by the AUTHORITY and may be purchased from any reputable shoe store. The OPERATOR will be expected to pay for the shoes and submit the bill for reimbursement.

**Section 5.** The AUTHORITY will not make a cash payment to any OPERATOR who terminates his/her employment with the AUTHORITY.

**Section 6.** Upon terminating employment with the AUTHORITY, OPERATORS with less than one year of service will be required to turn in all uniforms.

## ARTICLE 41

### Temporary Assignment/Dispatcher

**Section 1.** The AUTHORITY will post the position of Temporary Dispatcher so that all interested OPERATORS may apply. The AUTHORITY will maintain a list of not less than five OPERATORS from each terminal who will be classified as Temporary Dispatchers. Temporary Dispatchers will not be used unless the full list of not less than five is maintained at each terminal. Temporary Dispatchers will be paid \$.50 over their current hourly rate of pay.

**Section 2.** The assignment of Temporary Dispatcher work will be made on a rotating basis among the Temporary Dispatchers at each terminal. The amount of time worked will be the criteria for equalizing assignments. Temporary Dispatchers with the least amount of dispatcher hours will be given the first open assignment when available for work. No temporary assignment shall exceed 7 days on any one assignment. When a Temporary Dispatcher refuses an assignment, the hours refused will be charged as hours worked for the purpose of equalization of assignment.

**Section 3.** Temporary Dispatchers shall not conduct run picks nor administer discipline.



**Section 4.** The use of an OPERATOR as a Temporary Dispatcher shall have no effect on granting Personal Leave Days to other OPERATORS.

## ARTICLE 42

### Protect Time

**Section 1.** When the AUTHORITY requires an OPERATOR to perform a Protect Assignment, said OPERATOR will be paid at his/her regular hourly rate of pay until released or until he/she receives a work assignment.

**Section 2.** The pay time herein provided for Protect Assignments will be included in the computation of overtime. In addition, an OPERATOR who performs a Protect Assignment on his/her designated day off will be paid at time and one-half (1-1/2) said OPERATOR'S regular straight time hourly rate of pay.

## ARTICLE 43

### Time Allowances

**Section 1.** OPERATORS shall be paid 12 minutes at the beginning of the day as inspection time for inspection of equipment and 6 minutes at the beginning of each work assignment that is not continuous with their first driving assignment, such as the second portion of a split run, a special, or a charter assignment. An OPERATOR will be paid five minutes at the end of each day as check-out time for the purpose of closing windows and doors, checking the condition of the bus, and turning in such reports as may be required in the performance of the OPERATOR'S duties.

**Section 2.** At the start of each run, OPERATORS shall check the bus for body damage and to insure that all systems are functioning.

**Section 3.** The AUTHORITY will pay one hour's pay per day to an OPERATOR in addition to his/her regular day's pay while instructing students and instructing OPERATORS on rebreak status during a full scheduled day. An OPERATOR will receive one-half hour's pay for properly instructing students and instructing OPERATORS on rebreak status for a period under four hours.

**Section 4.** When the AUTHORITY requires additional reports to be turned in, OPERATORS will receive an additional five minutes pay for turning in said report.

**Section 5.** OPERATORS will receive 15 minutes pay to complete an accident report pursuant to Article 22 (Accidents), Section 2.

**Section 6.** The pay time provisions set forth in Sections 1, 4 and 5 of this Article will not be included in the computation of overtime. The pay provisions set forth in Section 3 of this Article will always be at the straight time hourly rate of pay and will not be used in the computation of overtime.

## ARTICLE 44

### Overtime

**Section 1.** The AUTHORITY agrees to make payment at the rate of time and one-half (1-1/2) the regular hourly rate for all work performed over and above regularly scheduled runs. Time and one-half (1-1/2) will also be paid for all hours worked in excess of 40 hours per work week. Time and one-half (1-1/2) will also be paid for all hours worked on designated days off.

**Section 2.** In the interpretation of Section 1 above, it is recognized that time paid for spread, intervening, student instruction, sick leave, and other paid absences and holidays will be excluded in the computation of overtime except as provided for in Article 23 (Holidays and Personal Leave Days), Section 5.

**Section 3.** OPERATORS desiring work over and above the normal work assignment shall inform the Dispatcher in writing of their desire for such work.

Assignments of less than four hours that will not be covered by the Extra Board, shall be assigned to OPERATORS in a fair manner with work being distributed equally to the extent possible to all OPERATORS.

## ARTICLE 45

### Bereavement

**Section 1.** OPERATORS will be granted time off with pay for death in the immediate family. Said time off will be limited to a maximum of three days. Immediate family shall be defined as: mother, father, sister, brother, wife, husband, son, daughter, mother-in-law, father-in-law, grandparents, grandchildren; if the natural parent is deceased, the OPERATOR'S stepfather or stepmother.

**Section 2.** The OPERATOR will submit a death certificate or a newspaper death notice to his/her supervisor within 15 days after returning to work.

**Section 3.** When it is necessary for an OPERATOR to attend the funeral of a member of the immediate family as defined in Section 1 which requires travel beyond a 500 mile radius, the OPERATOR will be granted two days without pay for such travel.

## ARTICLE 46

### Jury Duty

The AUTHORITY agrees to reimburse OPERATORS for time spent on jury duty as follows:

- A. A regular OPERATOR who has picked a run and is assigned to jury duty will be paid the difference between the pay he/she would have received as a result of operating that run and the pay he/she receives as a result of serving on jury duty. This will be paid on a weekly basis. In the event the OPERATOR goes on jury duty in the middle of the week, he/she will be paid the difference between said OPERATOR'S daily rate of pay and the pay he/she receives as a juror. This will apply equally to OPERATORS assigned to a four day run.
  
- B. An Extra OPERATOR will be paid the difference between the wages he/she would have received as a result of working 40 hours per week or eight hours per day at the straight time hourly rate of pay and the amount he/she is paid as a result of serving on jury duty. If a regular OPERATOR is assigned to jury duty, the assignment of his/her run will be made in accordance with Article 36 (Vacancies), Section 2 of this Agreement.

- C. A regular OPERATOR returning from jury duty will be allowed to request a pick from his/her job classification seniority point on down.
  
- D. An OPERATOR assigned to jury duty will be allowed to pick a regular run assignment; provided, however, that such run will be subject to the HOLD-DOWN provisions set forth in Article 36 (Vacancies) of this Agreement.



ARTICLE 47

Wage Rates and Classifications

Section 1. The maximum straight time hourly rate of pay for all OPERATORS coming within the scope of this Agreement shall be as follows:

| <u>1/1/95</u> | <u>1/1/96</u> | <u>1/1/97</u> | <u>1/1/98</u> |
|---------------|---------------|---------------|---------------|
| 14.30         | 14.80         | 15.24         | 15.70         |

A. Full-time OPERATORS hired prior to April 1, 1986 will be paid according to the following progression rate schedule on completion of training.

| <b>Months of<br/>Employment</b> | <b>% Of Hourly<br/>Rate</b> |
|---------------------------------|-----------------------------|
| 0 - 6                           | 70%                         |
| 7 - 12                          | 75%                         |
| 13 - 18                         | 80%                         |
| 19 - 24                         | 85%                         |
| 25 - 30                         | 90%                         |
| 31 - 36                         | 95%                         |
| 37 +                            | 100%                        |

Full-time OPERATORS hired on or after April 1, 1986 will be paid according to the following progression rate schedule on completion of training:

| <b>Months of<br/>Employment</b> | <b>% of Hourly<br/>Rate</b> |
|---------------------------------|-----------------------------|
| 0 - 12                          | 55%                         |
| 13 - 24                         | 60%                         |
| 25 - 36                         | 65%                         |
| 37 - 48                         | 70%                         |
| 49 - 60                         | 80%                         |
| 61 - 72                         | 90%                         |
| 73 or more                      | 100%                        |

B. Part-time OPERATORS hired on or after April 1, 1986 will be paid according to the following progression rate schedule on completion of training.

| <b>Hours Worked</b> | <b>% Of<br/>Hourly Rate</b> |
|---------------------|-----------------------------|
| 0 - 2,080           | 55%                         |
| 2,081 - 4,160       | 60%                         |
| 4,161 - 6,240       | 65%                         |
| 6,241 - 8,320       | 70%                         |
| 8,321 - 10,400      | 80%                         |
| 10,401 - 12,480     | 90%                         |
| 12,481 or more      | 100%                        |

**Section 2.** The OPERATORS coming within the scope of this Agreement shall be classified as follows:

A. Full-time OPERATORS: Employees of the AUTHORITY who operate AUTHORITY linehaul vehicles as their primary occupation and who are entitled to a minimum guarantee of 40 hours of pay time for each workweek, pursuant to the terms and conditions of Article 35 (Weekly Guarantee-Normal Work Week), Section 1 of this Agreement.

B. Permanent Part-Time OPERATORS: Employees of the AUTHORITY who operate AUTHORITY linehaul vehicles as their primary occupation with the AUTHORITY who shall not work an individual assignment of less than one and one-half (1-1/2) hours nor a combination of assignments totaling more than 30 hours per workweek, pursuant to Article 48-A (Part-Time OPERATORS) of this Agreement.

**ARTICLE 48**

**Prior Agreements**

**Section 1.** This Agreement terminates and renders inoperative all written and verbal agreements between the parties made prior to the effective date of this Agreement except UMTA, Section 13(c) agreements.

## ARTICLE 48-A

### Part-Time Operators

**Section 1.** The AUTHORITY may hire part-time OPERATORS not to exceed 17% of total full-time OPERATORS. In the event that not all part-time OPERATORS work both peak periods, the AUTHORITY may exceed the applicable percentage in order to reach the authorized level in each peak period. No more than 45% of all part-time OPERATORS will be assigned to any one division.

**Section 2.** Part-time OPERATORS shall not work an individual assignment paying less than one and one-half (1-1/2) hours nor a combination of assignments paying more than 30 hours per week. Payment shall be only for hours actually worked plus layover, relief, inspection time, check-out time, additional report time, and accident report time, as provided in Article 32 (Operators-Runs, Days Off, Etc.,) and Article 43 (Time Allowances) of this Agreement.

**Section 3.** No regular full-time OPERATOR shall be laid off until all part-time OPERATORS have been laid off.

**Section 4.** The AUTHORITY may not lay off any regular full-time OPERATORS employed by the AUTHORITY as of April 1, 1986, in order to hire part-time OPERATORS. Any regular full-time

OPERATOR terminated for disciplinary reasons will be replaced by a regular full-time OPERATOR. No regular full-time OPERATOR shall be required to become a part-time OPERATOR.

**Section 5.** Part-time OPERATORS will be assigned to trippers on weekdays and on holidays when a weekday schedule is worked. In the event it becomes necessary, after the Extra Board OPERATORS, part-timers may be used as relief to replace an OPERATOR calling in casual sick or if an OPERATOR is required to report for a random drug test for two (2) consecutive days only. The AUTHORITY retains the right to assign part-time OPERATORS to weekend assignments (trippers and regular runs). Charters, vacation reliefs, protection assignments and specials will be worked by full-time OPERATORS unless mutually agreed between the AUTHORITY and the UNION.

The number of runs for full-time OPERATORS for each division on Saturday and Sunday shall be a number evenly divisible by five.

**Section 6.** Regular full-time OPERATORS and retirees will be given preference over non-employees in becoming part-time OPERATORS provided that retirees apply for such employment within a year of the signing of this Agreement or within a year

after having retired, whichever is later. Regular full-time OPERATORS becoming part-time OPERATORS shall retain the seniority they have accumulated before becoming part-time OPERATORS.

Any regular full-time OPERATOR desiring to become a part-time OPERATOR may be transferred to such status provided he/she has completed at least one year as a regular full-time OPERATOR immediately preceding such request, and provided an opening is available. Such transfer will be subject to the following conditions:

- A. Such OPERATORS will be paid the appropriate normal hourly rate for part-time OPERATORS per this Agreement, and will be subject to all provisions of this Article.
  
- B. OPERATORS desiring to transfer to part-time status must first obtain written approval from the Director of Transportation. Once a transfer is granted the OPERATOR must remain in such status for a minimum of three months or until the next regularly scheduled Run Pick for Regular Full-Time OPERATORS at his/her Division, provided an opening is available.

C. Seniority rights of regular OPERATORS approved under this Section for part-time status shall be preserved in accordance with Article 13 (Seniority), Section 4 of this Agreement, as if the OPERATOR were promoted or transferred out of the Bargaining Unit.

EXAMPLE: OPERATORS with three and one-half years seniority transferring to part-time status for nine months would have three and one-half years regular seniority upon returning to regular OPERATOR status.

**Section 7.** A roster containing the names, seniority, and assignments of part-time OPERATORS shall be posted at each Division. Part-time OPERATORS' seniority will be kept separate in the manner described in Article 13 (Seniority), Section 3, of this Agreement, but will have no bearing on regular full-time OPERATORS' seniority. The AUTHORITY will give first consideration to part-time OPERATORS to fill full-time positions on the basis of seniority. In the event a part-time OPERATOR is accepted for full-time employment, his/her regular full-time seniority will begin when he/she starts as a regular full-time OPERATOR.



**Section 8.** Part-time OPERATORS will be paid at the same hourly wage rates as full-time OPERATORS, subject to applying progression on the basis that 2,080 hours worked shall be credited as one year.

**Section 9.** Part-time OPERATORS will not be eligible for paid leave or other fringe benefits applicable to regular full-time OPERATORS except as specifically provided herein. Part-time OPERATORS will receive the following fringe benefits:

- A. FICA and Worker's Compensation, as specified by law.
- B. Uniform Allowance as specified by Article 40 (Uniform Regulations)
- C. Payroll Deductions as specified in Article 30 (Payroll Deductions).
- D. Free transportation as specified in Article 21 (Free Transportation), but for the part-time OPERATOR only.

**Section 10.** Part-time OPERATORS shall be subject to the same rules, regulations, and policies of the AUTHORITY applicable to regular full-time OPERATORS, plus specialized rules, regulations, and policies that may be applicable only to the part-time OPERATORS.

**Section 11.** Part-time OPERATORS shall be covered under Article 7 (Agency Shop), Article 8 (Check Off of Membership Dues and Service Fees), Article 9 (Discipline of Operators), Article 10 (Grievance and Grievance Procedure), and Article 11 (Arbitration and Arbitration Procedure) of this Agreement. For purposes of dues or service fee collection, the provisions of Article 7 (Agency Shop), Section 2 of this Agreement, regarding time and method of collection shall apply to part-time OPERATORS, notwithstanding the length of the probationary period for part-time OPERATORS. UNION dues, fees and assessments shall apply equally to full-time OPERATORS and part-time OPERATORS.

**Section 12.** No full-time AUTHORITY employee shall work as a part-time OPERATOR.

**Section 13.** The provisions of Article 6 (Probationary Period), Sections 1, 2, 3, 5 and 6 of this Agreement, covering the probationary period, representation during probation, and extension of the probationary period shall apply, except that the probationary period shall be 180 calendar days for all part-time OPERATORS.

**Section 14. Miss-Outs**

A. A "miss" is defined as the failure of an OPERATOR to report for duty at the proper time and place. Discipline for misses will be as follows:

1. First Miss -- written warning.
2. Second Miss -- without 60 days free of misses since the last miss -- one working day suspension at 90% of OPERATOR'S current hourly rate.
3. Third Miss -- without 60 days free of misses since the last miss-- two working days suspension at 85% of the OPERATOR'S current hourly rate.
4. Fourth Miss -- without 60 days free of misses since the last miss -- three working days suspension at 80% of the OPERATOR'S current hourly rate.
5. Fifth Miss -- without 60 days free of misses since the last miss -- four working days suspension at 75% of OPERATOR'S current hourly rate.
6. Sixth Miss -- without 60 days free of misses since the last miss -- five days suspension.
7. Seventh Miss -- without 60 days free of misses since the last miss -- dismissal (except as provided for in Section 14-E of this Article.

The 60-day period referred to in this Article shall be 60 days actually worked.

- B. An OPERATOR who reports for duty after his/her scheduled report time five minutes or less late will forfeit 30 minutes pay, but will work his/her scheduled assignments on that day.

In addition, said OPERATOR will be charged with a miss unless 60 days have elapsed since the OPERATOR'S last miss or since the last day he/she reported late for duty.

An OPERATOR who reports for duty more than five minutes but less than two hours late will be charged with a miss.

An OPERATOR who reports more than two hours and less than five hours after his/her scheduled report time will be charged with a miss and serve a two-day working suspension at 85% of current hourly rate in addition to incurring the penalties outlined in Section 14-A of this Article.

However, the two-day working suspension will be reduced to a one-day working suspension at 90% if the OPERATOR has not reported late within the last 60 days.

An OPERATOR who does not call and does not show up for work within five hours after his/her report time (no call/no show) shall be given a miss for each workday and shall receive a three-day working suspension at 80% of current hourly rate in addition to the penalties outlined in Section 14-A of this Article. However, the three-day working suspension will be reduced to a two-day working suspension at 85% if the OPERATOR has not reported late within the last 90 days.

- C. An OPERATOR who telephones the terminal up to two hours late will be charged with a miss and will forfeit 30 minutes pay if he/she works on that day, in addition to incurring the penalties outlined in Section 14-A of this Article.

An OPERATOR who telephones the terminal more than two hours late will be charged with a miss and will be suspended two working days at 85% of current hourly rate in addition to incurring the penalties outlined in Section 14-A of this Article.

Telephone calls prior to the designated report time will not prevent an OPERATOR from incurring a miss. This not to be construed as preventing the AUTHORITY from granting an

excused absence.

- D. An OPERATOR who reports sick less than 30 minutes before his/her time to report shall be charged with a miss provided his/her time of report is prior to 11:00 a.m.

An OPERATOR reporting sick less than 60 minutes prior to his/her time of report shall be charged with a miss provided his/her time of report is after 11:00 a.m.

- E. The AUTHORITY may take into account an OPERATOR'S previous record of extenuating circumstances in imposing a less severe penalty than is scheduled in this Article.

- F. An OPERATOR incurring a miss who contends that such miss was the direct result of automobile trouble will have the miss removed, provided the OPERATOR presents acceptable documentation within 24 hours of the alleged automobile failure. Such documentation will be cause for removing the miss only after its verification by the AUTHORITY.

This provision may be invoked not more than twice in any 12-month period and only once in any one series of misses.

**ARTICLE 48-B**

**Separability and Savings Clause**

**Section 1.** In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

**Section 2.** In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

## ARTICLE 49

### Duration of Agreement

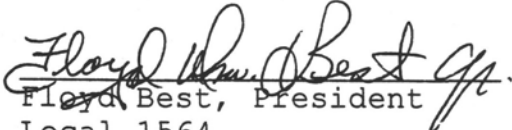
**Section 1.** This Agreement shall be in effect from January 1, 1995 to December 31, 1998, and from year to year thereafter, except that at the expiration of said term or of any renewal thereof, either party may terminate the Agreement by giving notice to the other party of its intention to terminate the Agreement or to negotiate changes or modifications in its provisions. Said notice shall be in writing and delivered to the other party no more than 90 days and not less than 60 days before the expiration of said term of this Agreement or of any renewal thereof. If such notice is given, it shall contain an offer to meet and confer with the other party for the purpose of negotiating a new Agreement.

**Section 2.** If no Agreement has been reached by the parties within 30 days prior to the expiration of this Agreement, the Michigan Bureau of Employment Relations, Mediation Division, shall be notified of the existence of a dispute 10 days prior to the expiration of this Agreement.

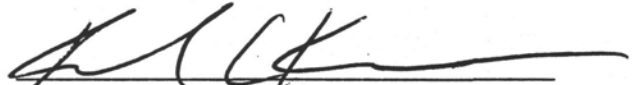


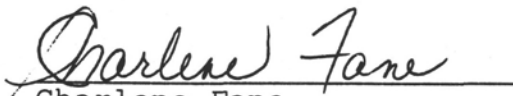
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 20 day of May, 1996.

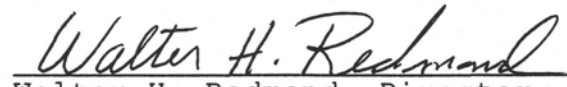
AMALGAMATED TRANSIT UNION  
AFL-CIO

  
Floyd Best, President  
Local 1564

SUBURBAN MOBILITY AUTHORITY  
for REGIONAL TRANSPORTATION

  
Richard C. Kaufman  
General Manager

  
Charlene Fane  
Vice President

  
Walter H. Redmond, Director  
Human Resources & Personnel  
Administration

Jackie Breckenridge  
Donald Mathis  
Ernestine Meckens  
Carl Pieters  
Richard Sawyer  
Larry Sykes

Crystal R. Freeman  
James Lindsey  
Norman Pangori  
John Scianimanico

**TRANSPORTATION WORKPLACE DRUG AND ALCOHOL TESTING PROGRAM POLICY**

7/24/95

## INTRODUCTION

Many of the problems occurring in the workplace today have a tremendous impact on productivity and the continuing existence of many organizations in American industry. But, none have been more ominous and threatening than the growth of drug use and abuse, which has, by all accounts, reached alarming proportions. Every profession, every type of industry, every occupation and every part of the country is affected.

Reports from a variety of sources indicate some staggering statistics about the prevalence of drug use in the workplace. For example:

- At least one (1) employee in ten (10) abuses alcohol.
- Twenty (20) million Americans have tried cocaine; eight (8) million are regular users.
- Seventy-two percent (72%) of cocaine users admit to using cocaine on the job.
- Prescription drugs also are abused and affect job performance, but the exact extent is not known.
- The annual cost to the U.S. economy is estimated to be between \$60 - \$100 billion.

Enlightened employers recognize that drug abuse is a progressive disease. Left untreated, it rarely disappears but rather tends to worsen. Moreover, most drug and alcohol abusers do not recognize that they have a problem, and without some intervention or catastrophic occurrence, they are not likely to halt behavior that is destructive to themselves and others. Since this problem, if not controlled, results in decreased productivity, increased absenteeism, job-related accidents and many other problems, more and more employers are implementing in-house drug control programs.

## TRANSPORTATION WORKPLACE DRUG AND ALCOHOL TESTING PROGRAM POLICY

SMART operations involve the safety and well-being of thousands of persons dependent upon public transportation. Therefore, it is essential that safety-sensitive employees are alert and in full possession of their faculties. In addition, SMART is subject to the Drug-Free Workplace Act of 1988 and 49 CFR Part 29, which required the establishment of drug-free workplace policies. Also, SMART is subject to the Omnibus Transportation Employee Testing Act of 1991 and implementing regulations issued by the Federal Transit Administration (FTA) of the U.S. Department of Transportation, 49 CFR Part 653 and Part 654, which require public transit agencies to establish anti-drug programs and policies on the misuse of alcohol covering employees who perform safety-sensitive functions. Finally, 49 CFR Part 40 sets forth the procedures that SMART must follow in its Workplace Drug and Alcohol Testing Program.

In order to meet its public safety responsibilities and to comply with the requirements of the above laws and regulations, including the requirements of the FTA regulations regarding the prevention of prohibited drug use and the misuse of alcohol in transit operations, the Authority has adopted the following Drug and Alcohol Testing Program Policy.

The Authority's Transportation Workplace Drug and Alcohol Testing Program Policy applies to all safety-sensitive employees. Safety-sensitive employees include, among others, employees who operate, dispatch or maintain revenue service vehicles (whether or not the vehicles are in revenue service). A complete list of the safety sensitive positions is attached.

A. Policy Statement on Drug and Alcohol Use in the Workplace

- (1) As a condition of employment, safety-sensitive employees must be free from the effects of drugs and alcohol during scheduled working hours and when they report to work. Drinking alcoholic beverages or using drugs on Authority premises or during working hours, during breaks, between shifts, or at lunch; or working or reporting to work when drugs, drug metabolites or alcohol are present in the employee's system is strictly prohibited and grounds for disciplinary action, up to and including immediate discharge.

In addition, the distribution, dispensation, possession, concealment, sale or unlawful manufacture of drugs or alcohol while on duty or on Authority premises, or conviction of any criminal drug statute for a violation occurring in the workplace is strictly prohibited and grounds for immediate discharge. As a condition of employment, all safety-sensitive employees must abide by this policy and report any convictions under a criminal drug statute for a violation occurring in the workplace within five (5) days after such conviction. Failure to report such a conviction shall result in immediate discharge.

- (2) Subject to the provisions below, the Authority reserves the right to require employees to submit to urine drug testing and evidential breath testing to determine usage of drugs and/or alcohol. Any employee who refuses to submit to any required test will be subject to immediate discharge. Any concentration at or above the prescribed limits will be subject to disciplinary action as outlined below. Such employees will also be subject to the established procedures regarding evaluation and treatment, return to duty and follow-up testing.

In addition, the Authority reserves the right to require return to duty and follow-up testing as a result of a condition of continuing employment or reinstatement following an employee's participation in or completion of an Authority-approved drug and/or alcohol treatment, counseling or rehabilitation program.

- (3) The Authority is committed to providing an opportunity for employees to seek counseling and/or rehabilitation before their performance deteriorates to a point where discipline is required to modify behavior. When the Employer or the Union reasonably suspects a pattern suggesting substance abuse, the employee will be referred to the Employee Assistance Program (EAP). The 24-hour hotline number for Occupational Health Centers of America (OHCA), the Authority's EAP, is 1-800-852-0357.

The referral to the EAP will not be used as a basis to abrogate or mitigate future discipline should an employee choose to use drugs or alcohol in a manner which threatens the safety or well-being of the public or his/her fellow employees. Participation in the EAP is not a substitute for corrective discipline, nor will it protect an employee from disciplinary action for violation of this rule.

B. Drug-Free Awareness Program/Training

In accordance with the provisions of 49 CFR Part 653 and Part 654, safety-sensitive employees shall receive at least sixty (60) minutes of training on the effects and consequences of prohibited drug use on personal health, safety and the work environment, and on the signs and symptoms which may indicate prohibited drug use. In addition, supervisors who may be asked to determine whether reasonable suspicion exists to require employees to undergo drug and/or alcohol testing shall receive at least sixty (60) minutes of training on the physical, behavioral and performance indicators of probable drug use, and 60 minutes of training on the physical, behavioral, speech and performance indicators of probable alcohol misuse.

C. Use of Alcohol

In accordance with the provisions of 49 CFR Part 654, safety-sensitive employees shall be subject to the following rules and restrictions regarding the use of alcohol:

- (1) Employees shall not report for duty or remain on duty while having an alcohol concentration of 0.04 or greater.
- (2) Employees shall not use alcohol while on duty.
- (3) Employees shall not use alcohol within four (4) hours of reporting for duty.
- (4) Employees shall not use alcohol during specified on-call hours when they are on call.
- (5) Employees must submit to all authorized alcohol tests.

In addition, safety-sensitive employees who are found to have an alcohol concentration of 0.02 or greater but less than 0.04 in any authorized alcohol test, shall be removed from duty and may not return to duty until their alcohol concentration measures less than 0.02.

The foregoing rules regarding the use of alcohol shall apply to periods when employees are on breaks, between shifts, or at lunch, if they are scheduled or may be assigned to work thereafter on the same day.

D. Prohibited Substances/Legal Drugs/Unauthorized Items

Prohibited Substances. Alcoholic beverages and drugs are considered to be prohibited substances in the workplace. For purposes of this policy, the term "drugs" includes controlled substances (as identified in Schedules I through V of Section 202 of the Controlled Substances Act, 21 USC Section 812, and the regulations promulgated thereunder), including the five (5) drugs listed below, synthetic narcotics, and prescription drugs, excepting only: authorized prescription drugs approved by and used in accordance with the directions of the employee's physician.

The following drugs are presently considered to be prohibited drugs for purposes of drug testing under 49 CFR Part 653: marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).

E. When Drug and Alcohol Testing May Be Required

Pursuant to 49 CFR Part 653 and Part 654, safety-sensitive employees (and applicants) shall be required to submit to urine testing for use of prohibited drugs and/or evidential breath testing in the following circumstances:

- (1) Prior to employment in or transfer to a safety-sensitive position.

The employee (or applicant) must have a verified negative drug test and an alcohol test indicating an alcohol concentration of less than 0.02 before performing any safety-sensitive functions.

- (2) When the Authority has reasonable suspicion that a safety-sensitive employee has used a prohibited drug, or has engaged in prohibited conduct regarding the use of alcohol.

For purposes of this rule, reasonable suspicion shall be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The required observations must be made by a supervisor who is trained in detecting the signs and symptoms of drug use and/or the misuse of alcohol.

- (3) When a safety-sensitive employee is involved in an accident and drug and alcohol testing is required under applicable federal regulations.

Testing is required when a safety-sensitive employee is involved in an accident which results in a fatality; or is involved in a non-fatal accident: a) which results in bodily injury requiring treatment away from the scene of the accident and the employee receives a citation under State or local law for a moving violation arising from the accident; b) where one (1) or more vehicles incurs disabling damage that requires towing from the scene and the employee receives a citation for a moving violation; or c) the employee receives a citation for a moving violation.

Following an accident requiring testing, SMART is also required to test any other safety-sensitive employee whose performance could have contributed to the accident, as determined by the employer, using the best information available at the time of the decision.

The employee shall be tested as soon as practicable following the accident, not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. An employee required to undergo post-accident testing shall refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test. Any employee who fails to remain readily available for post-accident testing may be deemed to have refused to submit to such testing.

- (4) As part of a random drug and alcohol testing program for safety-sensitive employees implemented under applicable federal regulations.
- (5) As part of a return to duty testing program for safety-sensitive employees implemented under applicable federal regulations.

Return to duty testing is required after a verified positive drug test, an alcohol test indicating an alcohol concentration of 0.04 or greater, violation of the restrictions regarding pre-duty or on-duty use of alcohol or refusal to submit to a required drug or alcohol test.

In order to return to duty, the employee must have a verified negative drug test and/or an alcohol test indicating an alcohol concentration of less than 0.02.



The employee must also be evaluated and released by the Authority's Substance Abuse Professional (SAP), who may recommend additional types of testing.

- (6) As part of a follow-up testing program for safety-sensitive employees implemented under applicable federal regulations.

After returning to duty, an employee who has had a verified positive drug test or has been identified as needing assistance in resolving problems associated with the misuse of alcohol shall be subject to unannounced follow-up drug and/or alcohol testing. The number and frequency of such tests shall be directed by the SAP and shall consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty.

The follow-up testing period shall not exceed sixty (60) months from the date of the employees' return to duty.

#### F. Drug and Alcohol Testing Procedures

- (1) Drug and alcohol testing of safety-sensitive employees (and applicants) shall be conducted in a manner designed to protect employees and the integrity of the testing process, safeguard the validity of test results and ensure that those results are attributable to the correct employee.

Except as provided below, all drug and alcohol testing shall be conducted in accordance with the procedures set forth in 49 CFR Part 40.

- (2) When drug testing is being administered in accordance with 49 CFR Part 653, two (2) separate urine samples shall be taken. Pursuant to 49 CFR Part 653, forty-five (45) millimeters (approximately 1 1/2 ounces) of urine constitutes a urine sample.
- (3) Urine samples for drug testing shall be collected in private at the collection site designated by SMART, using the split sample collection method. If medical personnel at the collection site have reason to believe that an adulterated or substituted sample has been provided (or the employee may alter or substitute the sample), the employee shall be required to submit a second sample (or the original sample) under the direct observation of a same gender collection site person.

- (4) An approved chain of custody procedure shall be followed in the administration of all drug tests. Urine samples shall be sealed and initialed by the employee and a witness. The drug testing custody and control form shall be completed in the manner specified in 49 CFR Part 40.
- (5) Urine samples shall be promptly sent to and tested by a laboratory that is certified to perform drug tests by the Department of Health and Human Services (DHHS), in accordance with the procedures set forth in 49 CFR Part 40.
- (6) Urine samples, including the primary specimen and the split specimen, shall be stored in accordance with the requirements of 49 CFR part 40. Any specimens which test positive for drugs shall be retained in long-term frozen storage by the laboratory conducting the analysis for a minimum of one (1) year.
- (7) Evidential breath testing for alcohol shall be conducted in private at the collection site designated by the Authority. All of the procedures regarding such tests set forth in 49 CFR Part 40, including procedures relating to completion of the breath alcohol testing form, shall be followed.
- (8) Initial drug screening shall be conducted using an accepted immunoassay method. All positive tests shall be confirmed using the Gas Chromatography/Mass Spectrometry (GC/MS) drug testing method.
- (9) Alcohol tests shall be conducted using a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing (EBT) device operated by a trained Breath Alcohol Technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test shall be performed to confirm the result of the initial test.
- (10) Any employee (or applicant) required to submit to a drug or alcohol test must promptly execute a consent to the collection of samples, their analysis to determine the presence of designated controlled substances and/or their metabolites, or alcohol, and the release of test results to the Authority's Director of Human Resources or his/her designee.

The employee may have Union representation upon request providing that such representation can make themselves available within a 60-minute time frame. The Union

will provide the Authority with a list of representatives' telephone numbers.

- (11) Upon request, legible copies of the results of all drug and alcohol tests shall promptly be made available to the employee and, with the employee's consent, the Union. A copy will be provided to the Union upon receipt of a written release from the employee.
- (12) Any information obtained in the process of conducting a drug and/or alcohol test shall be treated as confidential information.
- (13) Any employee required to submit to a drug and/or alcohol test shall cooperate fully with the collection process and complete all required forms.

G. Positive Drug Tests

Cut-Off Limits. The cut-off limits established under 49 CFR Part 40 shall be used to determine whether drug test results are positive for the following drugs and/or their metabolites: marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).

**In the event that the cut-off limits established under 49 CFR Part 40 are revised and/or the U.S. Department of Transportation or another agency of the Federal Government establishes cut-off limits for any additional drugs and/or their metabolites, the Authority shall recognize such new or revised cut-off limits.**

Medical Review Officer. In accordance with the provisions of 49 CFR Part 653 and Part 40, the Authority shall have a designated Medical Review Officer (MRO). The MRO shall be a licensed physician with knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's positive test result and any other relevant biomedical information. The MRO shall be responsible for receiving, reviewing and analyzing all drug test results and reporting any verified positive drug test results to the Authority's Director of Human Resources or his/her designee. The MRO shall also be responsible for directing the analysis of the split specimen in appropriate cases.

Prescription Drugs. When a positive drug test may be the result of use of a prescribed drug, the employee will be required to submit proof to the MRO of the prescription within forty-eight (48) hours of the request to do so, together with a written statement from his/her physician

approving the use of the drug during working hours. If the prescription and/or physician's statement is not submitted within the specified time limit, the employee will be subject to disciplinary action under this policy.

#### H. Substance Abuse Professional

In accordance with the provisions of 49 CFR Part 653, Part 654 and Part 40, the Authority shall have a designated Substance Abuse Professional (SAP). The SAP shall be: 1) a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional, with knowledge of and clinical experience in the diagnosis and treatment of drug- and alcohol-related disorders; or 2) an addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission. The duties and responsibilities of the SAP shall be as follows:

- (1) The SAP shall determine whether an employee who has refused to submit to a drug test or has a verified positive drug test is in need of assistance in resolving problems associated with prohibited drug use; recommend a course of action to the employee, including participation in a rehabilitation program; and determine whether the employee has properly followed these recommendations.
- (2) The SAP shall evaluate each employee who has engaged in prohibited conduct regarding the use of alcohol to determine what assistance, if any, the employee needs in resolving problems associated with the misuse of alcohol; and whether the employee has properly followed any prescribed rehabilitation program.
- (3) The SAP may recommend that an employee who has a verified positive drug test be subject to a return to duty alcohol test; or that an employee who has engaged in prohibited conduct regarding the use of alcohol be subject to a return to duty drug test.
- (4) The SAP shall determine the frequency and duration of the follow-up drug testing to be administered in the event that an employee is returned to duty. The SAP may recommend that follow-up testing include testing for drugs and/or alcohol (in addition to any other required tests) and may terminate the requirement for follow-up testing.

## I. Retesting

Pursuant to 49 CFR Part 40, any safety-sensitive or non safety-sensitive employee who has a confirmed positive drug test, which is verified positive by the MRO, may request an analysis of the split specimen, in accordance with the following guidelines:

- (1) The employee must make a request to the MRO within seventy-two (72) hours after the employee has been informed of a verified positive test. Requests made after seventy-two (72) hours may be accepted if the MRO concludes that there was a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours.
- (2) The MRO shall direct, in writing, the original laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.
- (3) The original laboratory shall follow an approved chain of custody procedure when transferring the split specimen to the second laboratory.
- (4) The second laboratory shall analyze the split specimen by GC/MS to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen. Such GC/MS confirmation shall be conducted without regard to the cut-off limits specified in 49 CFR Part 40.
- (5) If the analysis of the split specimen is negative, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report the cancellation to the Authority and the employee.
- (6) The results of the retest will be binding on the Authority, the employee and the Union.

In accordance with the Transportation Drug and Alcohol Testing Program policy, employees requesting Second Opinion Testing will be subject to the following:

The employee must pay the total cost of the additional analysis and all costs associated with the transfer of the split specimen to the other DHHS laboratory, including shipping and handling, at the time of the request for retesting is made. If the analysis of the split specimen is negative, or the MRO cancels the test for any reason, the Authority will reimburse the employee for these costs.

The Authority will attempt to schedule a return to duty alcohol test and the evaluation by the SAP so as to avoid any lost work time beyond the period of the suspension. However, the employee will remain on disciplinary suspension until the Authority has received written notification from the collection site that the employee had an alcohol concentration level of less than 0.02 in the return to duty alcohol test. In addition, the Authority must receive written notice from the SAP, that the employee has been released to return to duty.

In accordance with subsections E(6) and E(11), an employee who is required to undergo return to duty drug and/or alcohol tests may be administered unannounced follow-up drug and/or alcohol tests for a period of up to sixty (60) months after the employee returns to duty.

#### POLICY CONTENT AND ADDITIONAL INFORMATION

This policy is a result of the Omnibus Educational Act of 1991 and is mandated by 49 CFR Part 653 or Part 654.

Changes in the Drug and Alcohol Policy and Testing Program shall be done through collective bargaining, except those changes mandated by Federal legislation.

Any questions regarding the contents of this policy or other matters relating to the Authority's anti-drug program and policies on the misuse of alcohol should be directed to the following designated individual:

Walter H. Redmond  
Director of Human Resources  
and Personnel Administration  
SMART  
660 Woodward Avenue  
Detroit, MI 48226  
(313) 223-2300

SAFETY SENSITIVE POSITIONS

ALL ATU COACH OPERATORS

ALL UAW POSITIONS

ALL AFSCME POSITIONS, EXCLUDING VAULT PULLERS, DELIVERY  
DRIVER AND FARE EQUIPMENT REPAIR  
TECHNICIAN

ALL TEAMSTER COMMUNITY TRANSIT DRIVERS

SUPERINTENDENT OF MAINTENANCE

SUPERINTENDENT OF TRANSPORTATION

MEMORANDUM OF UNDERSTANDING

BETWEEN

SUBURBAN MOBILITY AUTHORITY  
FOR REGIONAL TRANSPORTATION

AND

THE AMALGAMATED TRANSIT UNION,  
AND ITS LOCAL 1564

RE: Substance Abuse Program

- A. The Union and the Authority acknowledge that there may be special circumstances that would merit consideration for an opportunity for an employee to receive a second rehabilitation. While both the Union and the Authority recognize these instances as extraordinary, it is incumbent upon both parties to make allowances for such an eventuality.
  
- B. To be considered for a second rehabilitation, an employee shall not have tested positive for any drug use or alcohol misuse at a follow-up test within 24 months of time served in their initial rehabilitation period, or such time as may be stipulated by the Substance Abuse Professional (SAP).
  
- C. A request for consideration for a second rehabilitation must be made by the Union President or his designee



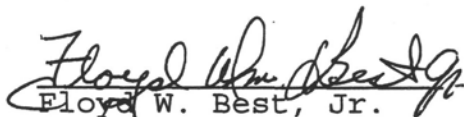
to the Director of Human Resources or his designee with rationale to support the "special circumstances" leading to the request. The granting of such a request is not automatic and will be reviewed on a case by case basis.


D. It is further agreed to by both parties that the Union president upon his request shall have the right to visit the clinics and their laboratories which are expressly dedicated to the administration of the Authority's Transportation Workplace Drug and Alcohol Testing Program.

Dated this 20 day of May, 1996.

ATU LOCAL 1564

SMART

  
Floy W. Best, Jr.  
President

  
Walter H. Redmond  
Director of Human Resources  
and Personnel Administration

MEMORANDUM OF UNDERSTANDING

BETWEEN


SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION


AND

AMALGAMATED TRANSIT UNION, LOCAL 1564

In accordance with an agreement reached during the 1996 negotiations, both parties have agreed to the following:

- SMART will offer part-time employees an HMO health plan effective April 1, 1996.
- The cost of such health insurance will be paid by SMART for the part-time employee only.
- The employee, if he/she so chooses, may enroll his/her spouse and/or dependent children at their own expense.

  
Floyd W. Best, Jr.  
President, ATU Local 1564

  
Walter H. Redmond, Director  
Human Resources and  
Personnel Administration

Date: May 10, 1996

Date: May 15, 1996

MEMORANDUM OF UNDERSTANDING

BETWEEN

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

AND

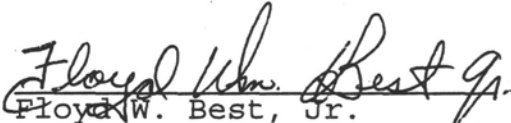
AMALGAMATED TRANSIT UNION


LOCAL 1564

Notwithstanding the provisions of Article 49, Section 1 of this Agreement, the Authority and the Union may reopen Article 24, only, of this Agreement for the purpose of negotiating pension changes to become effective October 1, 1998. This Agreement will be reopened for such purposes only if the Authority or the Union actually delivers to the other, not later than July 1, 1998, written notice of intent to reopen and a written proposal of the pension changes it desires to become effective October 1, 1998. Failing receipt by the Authority or the Union on the date specified of such written notice to reopen and submit a pension proposal, this Agreement shall continue in full force and effect through midnight, December 31, 1998, and the pension plan in effect as of midnight, December 31, 1997, shall continue in full force and effect for the duration of this Agreement.

AMALGAMATED TRANSIT UNION  
LOCAL 1564

SUBURBAN MOBILITY AUTHORITY  
FOR REGIONAL TRANSPORTATION

  
Floyd W. Best, Jr.  
President

  
Walter H. Redmond  
Director, Human Resources  
and Administrative Services

Date: 5/20/96

Date: 5/20/96

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION**

**AND**

**AMALGAMATED TRANSIT UNION, LOCAL 1564  
COACH OPERATORS**

**REGARDING WORKING SUSPENSIONS**

The AUTHORITY and Amalgamated Transit Union Local 1564 agree, suspensions imposed as a result of a contract, policy, and/or work rule violation will be treated as a "working" suspension, except those excluded herein.

A working suspension is defined as suspension time worked at a reduced hourly rate of pay in accordance with the following schedule:

| <u>Days</u><br><u>Suspended</u> | <u>Percentage of</u><br><u>Hourly Rate To be Paid</u> |
|---------------------------------|---|
| 1                               | 90%   |
| 2                               | 85%   |
| 3                               | 80%   |
| 4                               | 75%   |
| 5 or more                       | 0% (employee will<br>serve time off<br>without pay)   |

Violations resulting in suspensions, which occur on a working suspension day, will be treated separately.

An employee who calls in sick on a working suspension day will be charged with a sick day. The working suspension day will be served on another day, as scheduled by the AUTHORITY.

An employee who takes a bereavement day, reports for jury duty, or must report to court under a subpoena on a working suspension day will serve the working suspension day on another day as scheduled by the AUTHORITY.

Working suspension days accrue as normal service days.

In the following situations the employee will serve the suspension time off without pay.

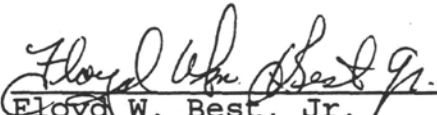
- 1) The behavior which led to the suspension results in immediate harm or creates a threat of immediate harm to the Authority, other employees and/or the public; or
- 2) The suspension is the last step prior to a discharge step; or
- 3) An employee serving a working suspension day incurs another violation and is sent home.

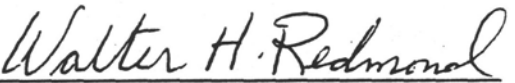
Disciplinary action charges on the personnel record of an employee will not be considered after a period of one year from the date of offense in the event that no subsequent similar disciplinary action has been charged to the record within the year.

Nothing herein relieves employees of the obligation under their individual Collective Bargaining Agreements, Policies or Work Rules to timely call their supervisor and advise of a late arrival or absence. Moreover, working suspension days will in no way diminish the spirit and intent of progressive discipline, up to and including discharge.

**AMALGAMATED TRANSIT UNION  
LOCAL 1564**

**SUBURBAN MOBILITY AUTHORITY  
FOR REGIONAL TRANSPORTATION**

  
\_\_\_\_\_  
Floyd W. Best, Jr.  
President

  
\_\_\_\_\_  
Walter H. Redmond, Director  
Human Resources & Personnel  
Administration

Date: July 18, 1996

Date: July 18, 1996

## ADDENDUM AGREEMENT

The Suburban Mobility Authority for Regional Transportation ("SMART") and Amalgamated Transit Union Local 1564 ("Local 1564") agree as follows:

1. Under the terms of the Agreement, effective June 18, 1992, among SMART, Local 247, International Brotherhood of Teamsters and Local 1564 (the "Agreement"), SMART may purchase up to 25 buses, 30 feet in length, from federal grants MI 03-0017, MI 90-0122 and MI 90-0140, and operate such buses in a linehaul mode on certain routes using operators represented by Local 1564. SMART shall operate such buses using operators represented by Local 1564, only. Such employees shall be classified as operators and shall work under the terms and provisions of the collective bargaining agreement then in effect between SMART and Local 1564 covering operators (the "Local 1564 Operators Agreement").

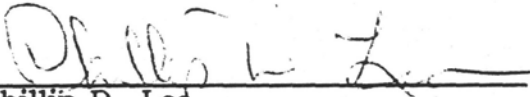
2. SMART and Local 1564 recognize and agree that the Agreement does not grant rights to Local 1564 which Local 1564 does not already have under the Local 1564 Operators Agreement. Consequently, notwithstanding anything arguably to the contrary in the Agreement, the Agreement shall not be, or be treated as, an addendum to the current Local 1564 Operators Agreement; and nothing in the Agreement shall be deemed to supersede, modify or derogate from the provisions of the Local 1564 Operators Agreement.

3. This Addendum Agreement shall be an addendum to the Local 1564 Operators Agreement and shall be excepted from the operation of the "Prior Agreement" article of the Local 1564 Operators Agreement (Article 48 of the current Local 1564 Operators Agreement).

SUBURBAN MOBILITY AUTHORITY  
FOR REGIONAL TRANSPORTATION

AMALGAMATED TRANSIT UNION,  
LOCAL 1564

  
\_\_\_\_\_  
Michael E. Duggan  
Interim General Manager

  
\_\_\_\_\_  
Phillip D. Leo  
President

Dated: June 18, 1992

Dated: June 18, 1992

