

AGREEMENT

BETWEEN

VAN BUREN PUBLIC TRANSIT

AND

**VAN BUREN PUBLIC TRANSIT CHAPTER
OF LOCAL 2628, AFSCME COUNCIL NO. 25**

1998 - 2001

Van Buren (County) Public Transit Bond

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THIS AGREEMENT made and entered into this _____ day of _____, 1998, by and between the **VAN BUREN PUBLIC TRANSIT BOARD** (hereinafter referred to as the "Employer") and the **VAN BUREN PUBLIC TRANSIT CHAPTER OF LOCAL 2628, affiliated with Michigan Council No. 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO** (hereinafter referred to as the "Union").

PURPOSE AND INTENT

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 Employer, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing and maintaining a proper service to the community. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among the employees.

ARTICLE 1 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union and the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth herein for the term of the Agreement for all employees of the Employer included in the bargaining unit described below:

ALL REGULAR FULL-TIME AND REGULAR PART-TIME BUS DRIVERS, DISPATCHERS, MECHANICS, AND CLERICAL EMPLOYEES.

Excluding secretary/bookkeeper, operations supervisor and all other supervisors and administrators.

ARTICLE 2 - AID TO OTHER UNIONS

The Employer and its designated agents will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or organization for the purpose of undermining the Union in terms of the Union representation of the employees within the bargaining unit as set forth in Article 1. The Union agrees not to enter into any agreement with other unions to circumvent this collective bargaining agreement.

ARTICLE 3 - UNION DUES AND SERVICE FEES

A. **Financial Responsibility**. Membership in the Union is separate and distinct from the assumption by an employee of his equal obligation to compensate the Union for the benefits he

receives from representation. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not any employee is a member of the Union. The terms of this Agreement have been equally made for the benefit of all the employees in the bargaining unit and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received and that each assume his fair share of the cost of representation.

B. Service Fee. Each employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days after completion of the probationary period shall pay a service fee. The service fee shall be equivalent to each employee's proportionate share of the cost of negotiating and administering the collective bargaining agreement, including employee representation, which share shall, for the purpose of this provision, be deemed to be not more than the regular monthly union membership dues uniformly required of employees who are members. If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful or does not fairly represent the proportionate share of the cost of negotiating and administering the collective bargaining agreement, the amount shall be modified to such amount as shall be lawful or proportionate.

C. The Union shall certify in writing to the Employer the authorized amount to be deducted monthly from each employee's pay.

D. Employee Authorization. Each employee may sign and deliver to the Employer an assignment authorizing the deduction of union dues or a service fee, as the case may be. Such authorization shall continue in full force and effect unless revoked in writing by the employee at least thirty (30) days prior to the effective date of such revocation. Pursuant to such authorization, the Employer shall deduct a pro rata amount of an employee's annualized monthly dues from each bi-weekly salary check.

E. Employer Responsibility. The Employer shall deduct the authorized amount from each employee's pay and transmit the total deductions to the financial officer designated by the Union within fifteen (15) days following the last pay period in the month, together with a list of each employee for whom deductions were made, except that the Employer shall not be required to make deductions authorized by an employee during any pay period such employee did not provide services to the Employer unless such employee was on a paid leave of absence or receiving sick leave benefits authorized by this Agreement. Deductions shall be made only in accordance with the provisions of the written authorization form as referenced above together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, service fees, special assessments or any other Union deductions not in accordance with this provision. Moreover, the Employer shall not be required to make any such deductions in preference to legally required deductions or if any employee's pay in any pay period is not sufficient to cover such dues or service fee. The Employer shall use its best efforts to make the aforesaid deductions in the manner set forth and assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment the Union agrees to refund such monies forthwith.

F. Application and Indemnification. The Union assumes full responsibility for the validity and legality of the provisions herein set forth. The Union, by the execution of this Agreement, expressly agrees to indemnify and save the Employer harmless from any and all claims, suits or other forms of liability that may arise out of or by reason of this Article, including, but not limited to, a claim by an employee that the service fee, as herein established, is not equivalent to each employee's proportionate share of the cost of negotiating and administering the collective bargaining agreement, including employee representation.

G. Discrimination. Neither party shall exert any pressure on nor discriminate against any employee by reason of his joining or refusing to join the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

A. Operation. The Union concedes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America. The Employer or its agent reserves the right to direct the work force and assign duties and responsibilities, to schedule overtime as required, to schedule working days and hours, to establish reasonable methods and processes by which such work is performed, and to discipline and discharge for just cause.

B. Retention of Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, subcontracting, schedules, layoffs, make or amend reasonable rules and regulations, hire, promote, demote, transfer, etc. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.

C. Delegations. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

D. Non-Discrimination. The Employer agrees that no individual shall be discriminated against with respect to recruiting, hiring, compensation, promotion, discharge or any other term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, height, weight, physical disability, marital status or political affiliation except where such factor constitute's a bona fide occupational qualification.

ARTICLE 5 - UNION REPRESENTATION & BARGAINING

A. The Employer agrees to recognize a unit chairperson, one steward, and one alternate steward. The stewards shall act in a representative capacity for the purpose of administering this Agreement

in accordance with the grievance procedure established herein. In the absence of the stewards, the unit chairperson shall act as a steward. The function of the collective bargaining committee is to meet with the representatives of the Employer for the purpose of collective bargaining.

B. The Union shall furnish a list of the steward, alternate steward and unit chairperson to the Employer along with periodic changes to the list in a timely manner. The Employer shall furnish the Union with a corresponding list of Employer's designees along with periodic changes to the list in a timely manner. The Employer's designee shall be the Director and any co-employee as may be appropriate.

C. Stewards, during their working hours, without loss of time or pay, may investigate reported grievances within their designated area and present such grievances to the Employer's designee.

1. Before entering upon such Union business, stewards shall give notice to and receive approval from their supervisor or Employer's designee.
2. Approval for release from their work assignment for this purpose for such time as may be necessary shall not be unreasonably withheld.
3. Any alleged abuse of this provision by either party shall be a proper subject for a special conference.

D. Any bargaining shall take place at times other than the normal working hours of employees unless agreed to the contrary by the Employer. It is understood and agreed that if the Employer does consent to bargaining with the Union during the times when employees would be at their assigned duty stations, then the employees shall be paid their normal rate of pay. The number of members of a bargaining committee is solely within the discretion of each party hereto; provided, however that each party hereto shall provide the other party with a written statement as to the membership of the bargaining committee and any alternate members thereof.

ARTICLE 6 - SPECIAL CONFERENCES

Special conferences for important matters concerning this Agreement shall be arranged by the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be held within ten (10) days of the date of such request unless mutually agreed to the contrary by both parties. Such meetings shall be between at least two representatives of the Union and at least two representatives of the Employer. Council 25, AFSCME may be represented if they so desire. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time that the conference is requested. Matters taken up on special conference shall be confined to those included in the agenda unless both parties hereto shall agree otherwise. This procedure may precede, but shall not take precedence over, the grievance procedure as set forth in this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

- A.** A grievance shall be an alleged violation of the expressed terms of this Agreement.
- B.** The following matters shall not be the basis of any grievance filed under the procedure outlined in this article.
1. The termination of services of or failure to re-employ any probationary employee.
 2. To any action or lack of action on the part of the Employer which is required by law.
- C.** The Union shall designate a steward to handle grievances when requested by the grievant.
- D.** The term "days" as used herein shall mean Monday through Friday excluding holidays and weekends.
- E.** Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be clear and specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the Article or Section of this Agreement alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- F.** Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations hereinafter set forth.
- G.** The Union shall have no right to initiate a grievance involving the right of the grievant without his express approval in writing thereon but the Union may initiate a unit grievance.
- H.** All preparation, filing, presentation, discussion or consideration of grievances shall be held and conducted at times other than normal working hours for the grievant or a participating Union representative unless agreed otherwise by the Employer. Equipment and/or materials and supplies owned by the Employer shall not be used by the Employee or the Union for the purpose of preparing or typing a grievance.

I. Where no wage loss has been caused by the action or inaction of the Employer as set forth in the grievance, the Employer shall be under no obligation to make monetary adjustments.

J. Awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.

K. Time limits established in the grievance procedure shall be followed by the parties. If the time limits are not followed by an employee or the Union, the grievance shall be considered settled on the basis of the Employer's last answer. If the time limits are not followed by the Employer, the grievance shall remain active and automatically advance to the next step, provided, however, that arbitration shall not occur unless the Union submits a written notice of its desire to arbitrate. The parties hereto may agree to extend the time limits set forth below by mutual agreement in writing.

Grievance Procedure

Level One - An employee believing himself wronged by an alleged violation of the express terms of this Agreement shall within five (5) days of its alleged occurrence, or within five (5) days of the time the offense could have been reasonably discovered by the grievant, orally discuss the grievance with his supervisor in an attempt to resolve same. The Employer shall give the grievant and the Union a verbal answer within five (5) days after the alleged violation has been submitted to the supervisor. If no resolution is obtained within five (5) days of the discussion, the employee may reduce the grievance to writing in accordance with E. above and proceed to Level Two.

Level Two - A copy of the written grievance shall be filed with the Van Buren Public Transportation Director with the endorsement thereon of the approval of the Union. Within ten (10) days of receipt of the grievance, the Director shall arrange a meeting with the grievant and his Union Steward or Chairperson to discuss the grievance. Within ten (10) days of the discussion, the Director shall render his decision in writing, transmitting a copy of the same to the grievant, the Union Steward or Chairperson. If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant, the Union may within ten (10) days of the decision or lack of decision proceed to Level Three.

Level Three - A copy of the written grievance shall be filed with the Secretary of the Grievance Committee of the Van Buren Public Transit Board. Within ten (10) days of receipt of the grievance, a Grievance Committee of the Board shall arrange a meeting with the grievant and the Chairperson and Council 25 Staff Representative to discuss the grievance. Within ten (10) days of the discussion, the committee shall render its decision in writing, transmitting a copy of same to the grievant, the Union Steward, Council 25 Staff Representative, and the Director. If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant, the Union may proceed to Level Four.

Level Four - If the Union is not satisfied with the disposition of the grievance at the previous level, it may, within thirty (30) days of the decision or lack of decision, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules except that each party shall have the right to preemptorily strike not more than three from the list of arbitrators. The parties hereto may continue to hold conferences, by mutual consent, until the time of arbitration.

Arbitration Rules

Arbitration shall be conducted according to the rules of the American Arbitration Association subject to the following:

- A. Neither party may raise a new defense or ground at arbitration not previously raised or disclosed at other levels of the grievance process.
- B. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer and the Union; subject to the right of the Employer or the Union to judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.
- C. The right to judicial review shall be limited to arbitrator decision which are based on bias on areas outside the parameters of this Agreement.
- D. Powers of the arbitrator shall be subject to the following limitations:
 - 1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 2. He shall have no power to establish salary scales or to change any salary.
 - 3. He shall have no power to change any practice, policy or rule of the Transit Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rules or any action taken by the Board.
 - 4. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and its governmental function and shall so construe the Agreement that there will be no interference with such responsibilities, except as may be specifically conditioned by this Agreement.
 - 5. He shall have no power to interpret state or federal law but must apply the law as it is written or interpreted by the courts.

6. He shall not hear any grievance previously barred from the scope of the grievance procedure.
- E. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have jurisdiction to determine arbitrability. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- F. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties hereto.
- G. The cost of arbitration shall be borne equally by the parties hereto except each party shall assume its own cost for representation including any expense of witnesses.
- H. Employees, including Union Representatives, shall not lose pay for any time off the job while attending arbitration proceedings. Arbitration shall, whenever possible, be conducted on the location where the grievance originated. Upon request, the photocopy machine may be utilized by the Stewards to photocopy grievances to be forwarded to the Union's business representative upon request.
- I. In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular straight hourly rate that he/she would have received during the period of the discharge or suspension, less such compensation as the employee may have earned at other employment and/or received from unemployment compensation during the period of the discharge or suspension. There shall be no payment to the employee for the cost of any fringe benefit premiums not paid into the Employer's plans by the Employer during the period of the discharge or suspension.

ARTICLE 8 - DISCIPLINARY PROCEDURE

- A. The intent and purpose of the following is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee only for failure to fulfill the employee's job responsibilities or for improper conduct while on the job. Nothing in this Article shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required under the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.
- B. Notification within a reasonable time shall be given to the steward to Union representative prior to any disciplinary action being taken against any employee which may result in any official entries being added to their personnel file. The Employer agrees that upon imposing any form of discipline, the designated steward or Union representative shall be promptly notified in writing of the

action taken. The employee shall be furnished a copy of any new entry prior to its introduction into the file. A notation of oral reprimand by date and subject only may be placed in the employee's personnel file. There shall be only one official personnel file which shall be maintained in the office of the Director. For purposes of this Article, no other files or records shall be considered or used.

C. The steward or another representative of the Union shall be present at the time disciplinary action is imposed and shall represent the employee at all levels of disciplinary proceedings. All disciplinary actions shall be subject to the grievance procedure or the employee may seek such other remedies as may be available at the employee's option. The employee shall be entitled to only one method of relief, i.e. either the grievance procedure or such other legal or administrative action as may be available (e.g. veterans preference, civil rights complaint), but in no event shall the employee be entitled to utilize the final step of the grievance procedure when he or she has filed a legal or administrative action premised upon the same facts or circumstances that give rise to the grievance. If the employee chooses to pursue an administrative or legal remedy outside of the agreement, then this shall constitute an election of remedies and shall automatically result in the dismissal of a pending arbitration or preclude submitting the matter to arbitration. This is true, even though the employee subsequently withdraws the administrative or legal action. Oral or written reprimands shall not be processed above Level Three of the grievance procedure.

D. Before any employee shall be required to make any oral or written statement or reply pertaining to any alleged misconduct on his/her part, the matter shall first be discussed between the employee, a Union representative and the supervisor.

E. In any case where employee disciplinary action is necessary, the following order of procedure shall be followed (except where the gravity of the misconduct warrants the more severe discipline).

1. Oral Reprimand.
2. Written Reprimand.
3. Suspension, transfer to existing vacancy or demotion, not to exceed thirty (30) days.
4. Removal or discharge.

F. Should it be necessary to reprimand any employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.

G. The Employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased, but may be lessened.

H. No employee in the bargaining unit shall be subject to disciplinary action for appearing before a State or Federal grand jury at which they presented testimony under oath and have been sworn to secrecy.

I. Employees charged with the commission of any felony or of a misdemeanor involving criminal moral conduct during working hours or related to the work location or job responsibility, shall have the circumstances unilaterally reviewed by the Employer. After said review, the employee may be suspended or assigned to a less sensitive position without loss of pay or benefits pending the judicial determination of said charge.

J. Employees convicted of the commission of any felony or of a misdemeanor involving criminal conduct during working hours or related to their work location or job responsibility may be disciplined.

K. No employee will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform.

L. Upon request of the employee, an employee's personnel file may be reviewed every six (6) months. Such request shall be complied with within five (5) working days. After 18 months of satisfactory service all disciplinary matters appearing therein shall be destroyed unless judicial action thereon is pending in a court of law or unless the discipline received was a suspension or demotion. In this latter event, the discipline shall remain in the file for up to 30 months. No prior disciplinary action not in the personnel file shall be adversely used in any subsequent disciplinary action.

M. **Loss of License.** Employees required to possess a CDL as a requirement to perform their duties, i.e., drive a bus shall be suspended without seniority for the period of time the employee loses his license if less than a year. The employee so suspended shall upon return to work be placed on stand-by status until the next semi-annual bid period. At the next semi-annual bid period the employee shall be eligible to bid using their seniority.

Employees who lose their CDL for a year or more may be subject to discharge.

N. **Miss Outs.** "Miss outs" are defined as "each failure to punch in and report for duty at the proper time and at the proper place the employee is scheduled to start, regardless of the reason." FMLA requirements may be exempted.

1. To avoid a miss out, an employee requesting to be off must contact the dispatcher or supervisor ninety (90) minutes before his/her scheduled reporting time.
2. "Miss Outs" are accumulated during any consecutive twelve month period counted from the date of the most recent miss out through the preceding twelve (12) month period.
3. The following penalties shall be invoked for miss out's within the period provided in 2. above:

Step 1. At the occurrence of three (3) miss outs; an oral reprimand.

- Step 2. At the occurrence of one additional miss out for a total of four (4) miss outs; a written reprimand.
 - Step 3. At the occurrence of one additional miss out for a total of five (5) miss outs; a one workday suspension without pay .
 - Step 4. At the occurrence of one additional miss out for a total of six (6) miss outs; a three workday suspension without pay.
 - Step 5. At the occurrence of one additional miss out for a total of seven (7) miss outs; a five (5) workday suspension.
 - Step 6. At the occurrence of one additional miss out for a total of eight (8) miss outs; a termination of employment.
4. Any employee who has progressed through step 1 of the procedure shall have one miss out removed if three (3) months elapse without the employee having any miss out during that three month period of time. The most recent miss out in time will be removed, regardless of what step the employee may be at. An employee may only take advantage of this saving provision once during the life of the contract.

ARTICLE 9 - SENIORITY

A. Seniority shall be defined as an employee's length of continuous service with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence, vacation, sick or accident leaves or for layoffs except as hereinafter provided.

B. All new employees shall be probationary employees until they have worked six (6) consecutive months since their last hiring date. The purpose of the probationary period is to provide an opportunity for the Employer in its sole discretion to determine whether the employee will qualify for regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or terminated by the Employer without regard to his relative length of service and without cause. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

C. The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each six (6) months. The names and classifications of all employees who have completed their probationary period shall be listed on the seniority list in order of their hiring dates, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter of their last name. If two (2) or more or such employees have the same last name, the same procedure shall be followed with respect to their first names. The Union shall be notified of all quits, retirements, discharges and new hires on a form provided by the Employer. The Union

shall represent probationary employees for the purpose of Collective Bargaining under the terms of this Agreement except discharged, disciplined, or demoted probationary employees.

D. An employee's seniority shall terminate:

1. If he quits, retires or is justly discharged.
2. If, following a layoff, he fails or refuses to return to work within ten (10) consecutive regularly scheduled working days after a written notice sent by certified mail of such recall was sent to his last address on record with the Employer.
3. If he is absent from work for three (3) consecutive regularly scheduled working days without notifying his immediate supervisor, if it is possible for the employee to give such notice. After such absence, the Employer shall send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. This section shall not excuse an employee for being absent from work nor shall it act as a waiver of the Employer's rights to issue disciplinary action due to an employee's absence from work in appropriate cases.
4. If the employee is on layoff for a consecutive period of two (2) years or the length of his seniority, whichever is less.
5. If he accepts employment elsewhere while on a leave of absence (without having receiving prior written permission from the Employer) or does not return to work immediately following the expiration of a leave of absence or sick leave.

ARTICLE 10 - TRANSFERS OUT OF THE BARGAINING UNIT

A. If an employee transfers to a position under the Employer which is not included in the bargaining unit and thereafter within ninety (90) days transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. It is understood that an employee who transfers out of the bargaining unit shall be prohibited from holding a Union office in the unit from which he transferred during the time he is not working in a position within said bargaining unit.

B. Employees transferred or promoted to positions outside the bargaining unit shall have their accumulated bargaining unit seniority frozen while working in the position to which the employee has transferred.

C. Employees returning to the bargaining unit as a result of a transfer or employer layoff, displacement or recall shall be returned with only that seniority earned in the bargaining unit.

ARTICLE 11 - LAYOFF PROCEDURE

Layoff shall be defined as an employee(s) displacement from their position or a separation from employment.

Displacement shall be defined as the reassignment, transfer, or demotion of an employee as the result of the elimination of a position, discontinuance of a run reducing the employee from full-time to part-time status or the bumping of an employee by a more senior employee. During a period of layoff or displacement, the first order of priority for filling of vacancies shall be established by this Article.

A. Layoff. In reducing the work force, the last employee hired in the affected classification shall be the first employee laid off provided employees with more seniority in the affected classification are qualified to perform the work available. The last employee laid off shall be the first employee re-hired, provided the employee is qualified to fill the open position. In the case of bus drivers, the word qualified shall mean possession of a current CDL endorsement. In the event of a layoff, probationary employees in the bargaining unit shall be laid off prior to the lay off of a regular full-time or part-time employee, i.e. no such employee shall remain employed while regular employees are laid off.

B. Bumping. Upon being laid off from his/her classification, an employee may displace another employee in another classification when he/she has the skill and experience to perform the job duties and he/she has the greater seniority. The employee shall receive the pay rate of the classification into which he/she bumped. In the event of a scheduled layoff, notwithstanding their position on the seniority list, the chapter chairperson and stewards shall be retained in their respective positions as if they were the most senior employees, provided they are qualified and willing to perform the work in their classifications.

C. Notification. Employees affected by a permanent reduction in force shall be notified of their pending layoff or displacement two (2) calendar weeks in advance. The notice for informational purposes shall state the reasons for such action. A copy of the notice will be simultaneously forwarded to the Union.

ARTICLE 12 - RECALL PROCEDURE

Employees on layoff shall be recalled in the order of their seniority, the most senior to be recalled first. Notice of recall may be made by telephone and shall be confirmed by certified mail to the employee's last known address with a copy to the Union. It shall be the responsibility of the employee to notify the Employer by certified mail of any change of address immediately following such change. Failure of an employee to report to work not later than ten (10) working days following receipt or delivery of such notice of recall shall be considered a voluntary quit. A recalled employee shall be required to accept any like or associated position on any shift offered by the Employer, subject to said employee's rights to former classification and/or position.

ARTICLE 13 - JOB POSTING & BIDDING

- A.** Notice of all vacancies which the Employer has determined to fill and/or newly-created positions within the bargaining unit shall be posted for five (5) working days on designated bulletin boards. Any such notice shall set forth the minimum requirements for the position.
- B.** Employees interested in any such posted position shall apply in writing within the five (5) day posting period.
- C.** The vacancy or newly-created position shall be filled within a reasonable time after the termination of the posting period by a qualified employee as defined herein. If the position is not filled by bidding, the Employer shall have the right to employ a new hire.
- D.** The successful bidder shall be granted a four (4) week trial period. If the employee's performance is deemed unsatisfactory by the Employer, the Employer may return the employee to his prior position. An employee who is unsatisfied in the new position during this same four (4) week period may, at his option, return to his former position, provided that it is still available, either because it has been recently filled by a new hire or is being posted.
- E.** The employee shall be entitled to receive, during the trial period, the rate of pay designated for the new or vacant position. Such rate shall be that which affords the employee a raise or in the case of a demotion, the least amount of loss.
- F.** A "Qualified Employee", as used herein, shall be determined by the Employer on the basis of the following criteria:
1. Prior applicable education and training.
 2. Prior relevant work experience both inside and outside the Employer.
 3. The length of service of the employee with the Employer.
 4. The requirements of applicable laws and regulations, including licensure/certification requirements.
- G.** The Employer, at its discretion, may advertise to receive applications and consider applicants for the position from the general public concurrent with the posting required above. The Employer, may at its option, extend the posting, application and hiring time limits set forth above, provided that current employees shall not be denied their right to be considered for the position by reason of such extension.
- H.** The Employer shall post all regularly scheduled driver runs each six (6) months effective September 1, 1995. Each route shall be awarded to the most senior driver bidding on the run.

Seniority for purposes of bidding shall mean length of continuous service in the driver classification. Prior to implementing changes in the route runs for bidding, the Employer agrees to discuss the proposed changes with the Union Bargaining Committee and will give consideration to the Committee's viewpoints and concerns. This provision does not diminish the Employer's rights under Articles 4. and 21. to establish routes.

Seniority bidding of runs shall be subject to the following restrictions:

1. Seven (7) routes of thirty (30) - forty (40) hour runs bid first among thirty to forty hour drivers; any run not bid shall be open to seniority pick by other drivers.
2. Twenty (20) to twenty-nine (29) hour runs bid second from among the twenty to twenty-nine hour drivers. Any run not bid shall be open to seniority pick by other drivers.
3. All other runs bid by seniority.

Full time runs shall be defined as routes requiring between thirty (30) and forty (40) hours per week.

ARTICLE 14 - TEMPORARY ASSIGNMENTS

Supervisors may affect the temporary assignment of employees for the purpose of filling vacancies of employees who are on vacation, absent because of illness, on some other type of leave of absence or because of a critical or emergency work requirement. Such temporary assignments may be made for a period not to exceed fifteen (15) days in any ninety (90) day period. Any employee in a temporary assignment in excess of fifteen (15) days shall receive the rate of pay for the position from the first day of assignment if such rate would afford the employee a raise. The Employer shall not abuse the temporary assignment procedure or manipulate the fifteen (15) day limit to intentionally deny a pay increase to an employee. Supervisors may perform bargaining unit work on a temporary basis occasioned by an emergency or the need to train a new hire. Supervisors may also fill in when an employee fails to notify the Employer in time (90 minutes prior to the start of shift) to replace said employee with another employee.

ARTICLE 15 - VETERAN RIGHTS

The re-employment rights of employees and probationary employees who are veterans of the armed forces of the United States, members of the military reserve or the national guard shall be in accordance with all applicable laws and regulations pertaining to same.

ARTICLE 16 - SUB-CONTRACTING

Nothing contained herein shall preclude the Employer from contracting or sub-contracting that work which, in its opinion it does not have the personnel, equipment or facilities to perform or which, in

its judgment it cannot economically and/or practically perform with the existing work force, provided that no current bargaining unit employee shall be laid off as a direct result of work being performed by an outside contractor.

ARTICLE 17 - CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that any consolidation or elimination of jobs shall not be affected without a special conference as provided for in this Agreement.

ARTICLE 18 - WORKER'S COMPENSATION

Each employee shall be covered by the applicable Worker's Compensation Laws.

ARTICLE 19 - UNEMPLOYMENT INSURANCE

The Employer shall provide unemployment benefits as required by law.

ARTICLE 20 - SAFETY

A. A safety committee is hereby established made up of the stewards of the Union and the designated representatives of the Employer. This committee shall meet three (3) times a year to discuss safety problems and may meet more often if required.

B. The Employer agrees to comply with all MIOSHA regulations that apply to this bargaining unit and the work place.

C. Employees shall report any safety problems to their supervisor at once on a form supplied by the Employer. Any accident or injury sustained by an employee or a client/customer/patron during working hours shall be reported within twenty-four (24) hours to the Employer in writing on an accident form provided by the Employer.

D. When a supervisor is advised of a safety problem, he shall attempt to address the problem within twenty-four (24) hours. If he is unable to address the problem, it shall be referred to the Safety Committee where it shall be reviewed within 48 hours and thereafter a recommendation shall be made to the Employer.

E. No employee shall be required to perform work in an unsafe work place that might result in an injury until the Safety Committee has met and resolved the problem or MIOSHA has investigated a complaint.

F. Employees shall observe all safety rules which are established by the Employer and shall use such safety equipment as may be provided and required by the Employer. Employees shall use such

safety equipment as may be provided and required by the Employer, OSHA, MIOSHA and Department of Transportation.

ARTICLE 21 - WORK SCHEDULES

A. All employees scheduled more than six (6) hours per day shall be entitled to a one-hour lunch break each day. Lunch shall be scheduled as close to the middle of the employee's schedule as possible.

All employees are entitled to take a fifteen (15) minute rest period in the A.M. and a fifteen (15) minute period in the P.M. Rest periods shall not be added to the lunch hour nor used before or after regular work hours or accumulated in any manner.

B. Computing Hours Worked: In computing hours worked on the "Bi-Weekly Certification of Hours Worked" a day's work shall be rounded off to the nearest ten (10) minutes of an hour.

Punched time card shall be used to determine the beginning and ending of the employees' shift. Lunch periods and lay-overs (which are recognized as time periods during which an employee may be taken off the clock and not compensated therefore) shall be recorded by the dispatcher. The dispatcher shall inform the employee of the lay-over time when recording same.

The time clock shall be the official record to determine the employee's starting and ending time each day. Drivers shall promptly punch-out after turning in their receipts for the day. The dispatcher shall record the driver's lunch and break time as required.

The Employer reserves the right, because of client demand, to cancel breaks. However, the Employer agrees to pay for any lunch or break time not given employees.

C. Scheduling of Routes: The employer agrees to schedule no less than the following weekly Driver routes subject to layoff procedures:

1. Seven (7) routes of thirty (30) - forty (40) hours duration.
2. Four (4) routes of twenty (20) - twenty nine (29) hours duration.

D. No Guarantee of Hours: This Article is intended to provide a basis for establishing normal work schedules for the employees. It shall not be construed as a guarantee of hours of work per day or per week by the Employer. Further, the Employer retains the right to call-in substitute drivers to avoid paying overtime.

E. Incidental Openings: The parties recognize that from time to time due to an unexpected need or isolated demand, (such as Trolley work or Special Services), there may be incidental run openings. Such incidental openings shall be assigned by offering the most senior driver the opening first and,

if refused, to the next most senior driver and so on until the run has been assigned. If no drivers volunteer then the least senior driver would be assigned. Incidental runs are not absences because of sickness, vacations or emergencies that are filled through Temporary Assignments. However, the Employer may pass over any driver for the assignment, if making the assignment would result in paying the driver overtime for that pay period and another driver is available that would not require the Employer pay overtime rate in that payroll period.

ARTICLE 22 - WAGES

The compensation schedule for employees covered by this Agreement is set forth in Appendix "A" which is attached hereto and made a part hereof.

ARTICLE 23 - INSURANCE BENEFITS

The Employer shall provide insurance benefits for the employees covered by this Agreement as set forth in Appendix "B" which is attached hereto and made a part hereof.

ARTICLE 24 - UNPAID LEAVE OF ABSENCE

A. An employee may be granted a leave of absence without pay and without the accrual or accumulation of any fringe benefits upon prior written approval of the Employer for any of the following reasons:

1. Because of the physical or mental disability of the employee.
2. Because the employee has been elected or appointed to a public office.
3. Because the employee is entering upon a course of training or study to improve the quality of the employee's service for the Employer or to qualify the employee for promotion.
4. Because of extraordinary reasons, sufficient in the opinion of the Employer to warrant such leave of absence.

B. A probationary employee may be granted a leave of absence without pay upon prior written request by the employee and approval by the Employer because of a physical disability of the employee or for extraordinary reasons, sufficient in the opinion of the Employer to warrant such leave.

C. Leave of absence granted to employees for physical or mental disability, which may include, by way of illustration not limitation, pregnancy, may be extended beyond six (6) months for an additional period of time not to exceed six (6) months at the expiration of which time the employee shall either produce evidence that he is physically and/or mentally capable of returning to work,

subject to the Employer's examining physician's approval, or the employee's services shall be terminated. Written notice of such termination shall be given to the employee's last known address and a copy filed with the Employer and the Union.

D. An employee who is terminated for failure to return from an approved leave of absence caused by physical or mental disability, may appeal such termination as provided for in this Agreement. Any employee who has been terminated and who, within two years, recovers from such disability may be placed on the reemployment list subject to the recommendation of the Employer's examining physician.

E. When the employee requests the leave, he or she shall indicate to the Employer the length of leave time requested.

F. Upon return from unpaid leave, an employee shall be reinstated, without having accumulated seniority or any fringe benefits during a leave and return to his/her previous position, if available.

G. Not more than one (1) employee in the Bargaining Unit shall be allowed a leave of absence without pay and without loss of seniority for up to five (5) working days to attend a conference or convention of the Union.

ARTICLE 25 - UNION BULLETIN BOARDS

The Employer shall provide bulletin boards in each building which may be used by the Union for posting notices pertaining to Union business, provided that both the Union and the Employer representatives are given the opportunity to initial and date the material displayed thereon. The Employer may restrict the materials displayed on the bulletin board in terms of profanity, good taste, timeliness, and law. No Union material of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards.

ARTICLE 26 - ANTI-DISCRIMINATION

The parties hereto agree that neither shall discriminate against any employee because of race, color, religion, national origin, ancestry, age, sex, marital status, nationality, handicap or political belief.

ARTICLE 27 - SMOKING AREA

Smoking shall be prohibited within all portions of the Employer's buildings and vehicles.

ARTICLE 28 - MAIL

The Employer agrees that interoffice mail addressed to a particular individual will not be opened but rather transmitted forthwith to the employee so addressed. It is understood by the parties hereto that U.S. Mail, unless marked personal and confidential, will be opened prior to being transmitted.

ARTICLE 29 - CAPTIONS

Captions are included within this Agreement only for the convenience of reference and shall not modify in any way the provisions herein.

ARTICLE 30 - GENDER

As used and set forth in this Agreement, the male gender shall include the female and female gender shall include the male as this Agreement may refer to employees in any Article hereof, it being expressly understood that there shall be no distinctions among employees in regards to gender.

ARTICLE 31 - DISTRIBUTION OF AGREEMENT

The Employer agrees to make available, with the mutual assistance of the Union, a copy of this Agreement to each employee and to provide a copy of this Agreement to all new employees entering the employment of the Employer who are eligible for membership in the bargaining unit.

ARTICLE 32 - STRIKES & LOCKOUTS PROHIBITED

The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of programs and operations. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, any strike, nor shall any employees take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities and operations at any time or place within the county government system. The Employer agrees during the term of this Agreement not to "lock-out" employees or prohibit them from working.

ARTICLE 33 - MODIFICATION OF AGREEMENT

Either party hereto may request in writing to the other party to negotiate a modification, clarification or amendment to this Agreement. Any such modifications, clarification or amendments that may be agreed upon shall be in the form of a "Letter of Understanding," signed by both parties and attached to this Agreement as a part thereof.

ARTICLE 34 - INTERPRETATION & INVALIDITY

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws and regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, either party may request that the parties hereto meet for the purpose of renegotiating any such invalidated provisions.

PAYROLL #	PAY DATE	PAYROLL PERIOD	TIME SHEETS
1	01-08-99	12-19-98 thru 01-01-99	01-16-99 thru 01-29-99
2	01-22-99	01-02-99 thru 01-15-99	01-30-99 thru 02-12-99
3	02-05-99	01-16-99 thru 01-29-99	02-13-99 thru 02-26-99
4	02-19-99	01-30-99 thru 02-12-99	02-27-99 thru 03-12-99
5	03-05-99	02-13-99 thru 02-26-99	03-13-99 thru 03-26-99
6	03-19-99	02-27-99 thru 03-12-99	03-27-99 thru 04-09-99
7	04-02-99	03-13-99 thru 03-26-99	04-10-99 thru 04-23-99
8	04-16-99	03-27-99 thru 04-09-99	04-24-99 thru 05-07-99
9	04-30-99	04-10-99 thru 04-23-99	05-08-99 thru 05-21-99
10	05-14-99	04-24-99 thru 05-07-99	05-22-99 thru 06-04-99
11	05-28-99	05-08-99 thru 05-21-99	06-05-99 thru 06-18-99
12	06-11-99	05-22-99 thru 06-04-99	06-19-99 thru 07-02-99
13	06-25-99	06-05-99 thru 06-18-99	07-03-99 thru 07-16-99
14	07-09-99	06-19-99 thru 07-02-99	07-17-99 thru 07-30-99
15	07-23-99	07-03-99 thru 07-16-99	07-31-99 thru 08-13-99
16	08-06-99	07-17-99 thru 07-30-99	08-14-99 thru 08-27-99
17	08-20-99	07-31-99 thru 08-13-99	08-28-99 thru 09-10-99
18	09-03-99	08-14-99 thru 08-27-99	09-11-99 thru 09-24-99
19	09-17-99	08-28-99 thru 09-10-99	09-25-99 thru 10-08-99
20	10-01-99	09-11-99 thru 09-24-99	10-09-99 thru 10-22-99
21	10-15-99	09-25-99 thru 10-08-99	10-23-99 thru 11-05-99
22	10-29-99	10-09-99 thru 10-22-99	11-06-99 thru 11-19-99
23	11-12-99	10-23-99 thru 11-05-99	11-20-99 thru 12-03-99
24	11-26-99	11-06-99 thru 11-19-99	12-04-99 thru 12-17-99
LONGEVITY			
25	12-10-99	11-20-99 thru 12-03-99	12-18-99 thru 12-31-99
26	12-24-99	12-04-99 thru 12-17-99	01-01-2000 thru 01-14-2000
1	01-07-2000	12-18-99 thru 12-31-99	01-15-2000 thru 01-28-2000

ARTICLE 35 - EFFECTIVE DATE OF AGREEMENT

A. This Agreement shall become effective as of its date of execution unless a different date for a specific item shall be specified herein.

B. This Agreement shall continue in full force for a period of four (4) years, the expiration date being December 31, 2001, and shall not be extended beyond that date unless agreed to in writing by both parties hereto. Either party hereto shall give sixty (60) days written notice to the other party of their intent to extend this Agreement past the aforesaid expiration date or of their intent to negotiate a change in the terms and conditions thereof.

ARTICLE 36 - COMPLETION OF AGREEMENT

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 37 - HOLIDAYS

A. The following shall be recognized as legal holidays for which full-time employees (i.e. those normally scheduled to work 30-40 hours per week) will not normally be scheduled to work but for which they shall receive pay subject to the provisions of this article:

New Year's Day	Memorial Day
Independence Day	Union Day (Labor Day)
Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas
New Year's Eve Day	Floating Holiday*

* Floating holidays to be scheduled by the supervisor as vacation time is scheduled in ARTICLE 40(C), below. The day may not be scheduled the day before or after either vacation or another holiday. Floating holidays do not accrue from year to year, and compensation for unused floating holidays is not due upon termination.

Part-time employees who have worked at least one year for the employer, shall be entitled to four paid holidays per year (i.e. Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas

Day); each to be compensated at the rate of four hours per day. Part-time employees are entitled to pay for holidays occurring after their one year anniversary.

B. When any of the aforementioned holidays occur on Saturday, the preceding Friday shall be considered the legal holiday.

C. When any of the aforementioned holidays occur on Sunday, the following Monday shall be considered the legal holiday.

D. To qualify for pay on the holiday, as listed above, the employee must have worked the last scheduled work day before the next scheduled work day following such holiday, except in cases where the absence on such day or days is due (1) to the fact that such day or days occurred during his/her regular scheduled vacation; or (2) to the fact that his/her absence on such day or days is of a nature which is compensable under this Agreement; or (3) to the fact that he/she is on an approved short term leave of absence, the duration of which is no more than five (5) working days; or (4) to the fact that he/she is authorized the day or days off by the Employer.

ARTICLE 38 - OVERTIME & COMPENSATORY TIME

A. All overtime and compensatory time shall be paid and/or awarded in accordance with the Fair Labor Standards Act as amended and as interpreted by the Federal Courts subject to the following provisions.

B. Employees who work in excess of forty (40) hours shall receive overtime pay for hours worked in excess of forty (40) in a week, paid holidays shall count as time worked in determining the number of hours worked in a week. An employee, at his/her option, may elect to receive compensatory time off at a rate of one and one-half times (1-1/2) the overtime hours worked.

C. Utilization of compensatory time shall be mutually agreed to between the employee and his supervisor and must be used within the pay period next following unless special arrangements are agreed to by both the employee and the Employer. If an employee is not authorized to utilize compensatory time within the aforementioned time period and no exception is agreed upon, then the employee shall receive overtime pay instead of compensatory time.

D. Employees who are called in from home to work in an emergency shall be guaranteed a minimum of three (3) hours of work with pay or just three (3) hours pay, as determined by the Employer.

E. Employees who are required to work on one of the holidays provided for in this Agreement shall receive twice their regular hourly rate for work on such holiday.

F. All overtime or compensatory time shall be approved in advance by the Director or designee.

G. Employees who are taken off their regularly scheduled run by the Employer and are put on another run which thereby places them into a different run classification (e.g. from a 30-40 hour per week bid run to a 20-29 per week bid run) shall be compensated for the same number of hours that he/she would have received on his/her regular run.

ARTICLE 39 - SICK LEAVE

A. Full-time employees covered by this Agreement shall accumulate sick leave at the rate of four (4) hours per pay period with unlimited maximum accumulation. Part-time employees (meaning those who are normally scheduled to work less than 30 hours per week) do not receive sick leave time.

B. An employee may utilize sick leave, in half-hour increments for the following reasons:

1. Due to personal illness or physical incapacity.
2. Due to exposure to contagious disease in which the health of others would be endangered by the employee's attendance at work.
3. Due to illness of a member of the immediate family of the employee who requires the personal care and attention of the employee. The term immediate family as used in this section shall mean parents, grandparents, children, brother, sister of the employee or the employee's spouse, it shall also include any member of the employee's household.
4. Due to the death of a relative of the employee other than a member of the immediate family.
5. To report to the Veteran's Administration for medical examinations or other purposes relative to eligibility for disability pension or medical treatment.
6. For routine medical, dental or counseling appointments, upon prior notice to the Employer or the Employer's designee.
7. Because of illness or physical incapacity due to pregnancy or childbirth or following childbirth.

C. Upon termination of employment, unused sick leave will be paid at fifty percent (50%) per hour at the employee's then current rate up to a maximum of 400 hours, i.e. an employee with 400 hours of accumulated sick leave would be paid for 200 hours on termination, provided the employee has given at least two (2) weeks written notice of his or her intent to resign.

D. An employee absent for one of the reasons mentioned above shall inform the employer of the anticipated absence at least ninety (90) minutes before the start of his or her scheduled shift, and

failure to do so may be the cause for denial of sick leave with pay for the period of absence in addition to any penalty imposed by the "Miss-outs" provision in Article 8.

E. The employee may be required by the employer, within reason, and at the employee's expense, to produce evidence in the form of a valid medical documentation of the reason for the absence during the time for which sick leave is requested.

F. The Employer may grant sick leave to an employee for a period of illness or physical incapacity not exceeding thirty (30) days. All requests of sick leave for more than this time shall be submitted to the Employer prior to approval and shall be accompanied by a physician's certificate supporting said request. The Employer may require further medical reports from time to time on all sick leave in excess of thirty consecutive days.

G. The Employer reserves the right to require an employee, at the Employer's expense if not covered by the employee's insurance, to take a physical or mental examination (1) if the employee demonstrates evidence that he/she is having difficulty in performing his/her duties, or (2) on return from any kind of leave of absence, including but not limited to sick leave or layoff in excess of three (3) months. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing at his/her expense. If the dispute continues, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third party shall be shared equally by the Employer and employee if not covered by the employee's insurance. On the basis of said examination, the Employer may terminate the employment of the employee.

ARTICLE 40 - VACATION

A. An employee's date of hire shall be used in determining paid vacation. Vacation time earned by new employees may not be used during the first 6 months of employment. Part-time employees (meaning those who are normally scheduled to work less than 30 hours per week) do not receive vacation time.

B. Vacation shall accrue according the following schedule:

Start through one year - 1.54 hours per pay period
Second through four years - 3.08 hours per pay period
Fifth year through nine years - 4.62 hours per pay period
Beginning January 1, 1999, 10 years or more - 6.15 hours per pay period

C. Vacation shall be granted at such times during the year as requested by the employee and approved by the Employer. The employee shall give the Employer ten (10) working days advance

notice of vacation requests. Requests submitted less than ten (10) working days in advance may be scheduled. The Employer shall notify the employee within ten (10) working days of whether requests for vacations have been approved or disapproved. Vacation time shall be granted on a first request, first approved basis, except as provided in Paragraph D below. In the event more than one employee requests leave on the same day for the same time period, then the employee with more seniority shall be given a preference of vacation. Under the vacation approval method provided in this paragraph and Paragraph D below, the number of employees to be off on vacation at one time will be limited so as not to interfere with the effective and efficient operation of the Employer's service. If a vacation request has been granted, the Employer will not, except in the case of an emergency, revoke the vacation time.

D. Beginning on the second Monday of January of each year, and continuing through the end of that week, employees shall have the opportunity to submit any requests for vacation for the ensuing year on a form provided by the Employer. Vacation requests shall not be accepted more than 365 calendar days prior to the beginning of a requested vacation. More senior employees shall be given their preference of vacation time during this sign-up period. Following the sign-up period, vacations will be approved on a first request, first approved basis, and no employee shall have the right to displace any other employee on the basis of seniority. Within ten (10) working days of the end of the sign-up period, the Employer shall notify the employee if the vacation request has been approved or not. An employee shall immediately notify the Employer of any vacation changes. The employee shall have the right to withdraw previously approved annual leave at any time prior to beginning such leave, provided that the withdrawal does not conflict with the rescheduling of hours which would necessitate the payment of overtime to another employee.

E. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

F. A vacation may not be waived by an employee provided, however, if an employee becomes ill or physically incapacitated and is under the care of a physician during his vacation, his vacation will be rescheduled.

G. Vacation days shall not be allowed in advance of being earned. If an employee has insufficient vacation credits to cover a period of authorized absence, a payroll deduction for time not worked will be made.

H. If a regular pay day falls during an employee's scheduled vacation, and the employee would like the check in advance, he will be required to make a written request at least three weeks in advance in order to receive same on the last day of work prior to the start of vacation.

I. Employees will be paid their current rate of pay based on their regular scheduled work day while on vacation and will receive credit for any benefits provided for in this Agreement.

J. Effective January 1, 1998, employees may not accumulate more than 280 hours of vacation time, provided that any employees who as of that date have already accumulated more than 280 hours shall be allowed to retain those hours and use those hours until the total falls below 280, in which case no accumulation above that level will thereafter be allowed. Otherwise, vacation time in excess of the 280 hour cap will be lost, and may not be used or compensated for.

ARTICLE 41 - BEREAVEMENT LEAVE

Full-time employees shall receive pay for days necessarily lost during their normal scheduled work week not to exceed three (3) days in the case of death of a member of their immediate family. Employees working less than thirty (30) hours may be scheduled for Bereavement Leave without pay.

ARTICLE 42 - JURY DUTY

An employee shall be entitled to leave with pay for jury service, less any jury service fees paid, if he is unable to be excused or to have such service scheduled at a time which does not conflict with the discharge of his scheduled employment duties. The employee shall return to his duties whenever his attendance in court is not actually required. This same procedure shall apply when an employee receives a subpoena to appear in a court of law or a quasi-judicial hearing.

ARTICLE 43 - MILEAGE FOR PRIVATE VEHICLE USE

Employees who are requested by the Employer in advance to use their personal vehicles to conduct business for the Employer shall be reimbursed at the then current IRS rate. Employees shall comply with such mileage reimbursement procedures as the Employer may require.

ARTICLE 44 - ACT OF GOD

The Employer shall determine if routes will be canceled because of weather conditions that affect the safety of the bus routes. Should the Employer cancel any driver's route because of the weather, or any other act of God, by telephoning or contacting the employee, or leaving a message at his/her home, by 12:00 midnight before the run begins, the Employer is not required to pay the driver for the cancellation. However, if a full-time driver wishes to be paid, then he or she may choose to take a vacation day of pay for the canceled day's run.

If an employee's run is canceled, for the above reasons and the employee is not notified by 12 midnight as provided above, the employee shall receive his/her normal pay for that day as follows:

- A. Employees normally scheduled to work thirty or more hours - eight hours per day.
- B. Any part time driver shall be paid a minimum of three (3) hours pay.

If the run is canceled for the above reasons after it has begun, then the employee shall receive the balance of their normal pay for that day.

ARTICLE 45 - LICENSES AND OTHER CERTIFICATIONS

All drivers shall be required to maintain the necessary licenses. The Employer shall check said licenses every six (6) months. Costs of State and County licensing fees certifications shall be paid by the Employer, provided that the employee provides adequate documentation to support payment or reimbursement of the fees. Cost shall be minus the cost of a normal driving license. Loss of a CDL endorsement for one year or more shall be grounds for discipline up to and including dismissal.

ARTICLE 46 - DRUG/ALCOHOL TESTING

The parties agree that when the U.S.D.O.T. issues its regulations in 1995, which reportedly will become effective for rural, non-urban transit properties in January 1996, the parties will meet at a mutually agreeable time to review and discuss implementation of these regulations.

ARTICLE 47 - FAMILY AND MEDICAL LEAVE ACT OF 1993

The parties agree to incorporate the FMLA policy promulgated by the Employer on 12/1/93, and accepted by the Union into this contract, except as modified below:

I. Family and Medical Leave Act of 1993

B. Requirements of the Act

1. Leave

An employee is entitled to twelve (12) weeks of leave during a twelve (12) month period for any one or more of the following reasons:

For purposes of calculating the twelve month period during which an employee under the FMLA is entitled to a twelve week leave, that twelve month period shall be measured backward from the date the FMLA is used to include any balance of the twelve weeks which has not been used during the immediately preceding twelve months.

2. Paid or Unpaid

The leave may be unpaid, but the employee may elect substitution of accrued paid vacation leave or paid personal leave for part or all of the 12 weeks. Any substitution shall not increase the length of time available under the Act. Periods of leave taken, if less than 12 weeks, will be subtracted from the total period granted by the Act.

* * *

4. Spouses Employed By Same Employer

When a husband and wife are employed by the same employer, and both would be entitled to leave, the total leave taken by both may be limited to 12 weeks. This provision does not apply if the leave is taken for the employee's own serious health condition, but the employer may at its discretion allow longer leave in documented circumstances involving the serious illness of a child.

* * *

7. Return Rights

Upon the employee's return from leave, he/she must be restored to the same position or to "an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment." However, an employee taking unpaid leave under the Act shall not accrue seniority or other benefits, unless otherwise provided by the collective bargaining agreement. The Act provides a narrow exception to this reinstatement requirement where: (1) the employee is among the 10% most highly paid persons working for the employer within 75 miles of the place where the employee works; (2) denying reinstatement is "necessary to prevent substantial and grievous economic injury" to the employer's operations; and (3) the employer notifies the employee of its intent to deny reinstatement as soon as it determines that such injury will occur.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

VAN BUREN PUBLIC TRANSIT
CHAPTER OF LOCAL 2628
AFSCME COUNCIL NO. 25

FOR THE EMPLOYER
(VAN BUREN PUBLIC TRANSIT)

APPENDIX A

WAGE SCHEDULE

Employees shall advance up the pay schedule automatically on the day of their 1998 anniversary.

Effective 1/1/98	5% wage increase
Effective 1/1/99	4% wage increase
Effective 1/1/2000	4% wage increase
Effective 1/1/2001	5% wage increase

The anniversary date increases under the pay schedule for 1997 shall be applied in 1998. Beginning January 1, 1999, the pay schedule (the steps) shall be deleted in favor of the following starting wage scale, with the percent increases shown above for existing employees for the years 1999, 2000 and 2001.

EMPLOYEE NEW HIRE RATES

A. Bus Drivers

Effective 1/1/99	\$6.20
Effective 1/1/2000	\$6.40
Effective 1/1/2001	\$6.65

B. Dispatchers

Effective 1/1/99	\$7.30
Effective 1/1/2000	\$7.55
Effective 1/1/2001	\$7.80

C. Master Mechanic

Effective 1/1/99	\$13.30
Effective 1/1/2000	\$13.55
Effective 1/1/2001	\$13.80

APPENDIX B

INSURANCE

The Employer shall provide the current HMO Health Plan without cost to the employee, as follows:

- A. The Employer agrees to provide insurance benefits in accordance with this Appendix for all employees who are normally scheduled to work thirty (30) or more hours per week, subject to any co-pay which shall be the same as that which may be negotiated between Van Buren County and its AFSCME Courthouse Unit.
- B. The Employer shall provide eligible employees with health insurance as set forth on the attached schedule.
- C. An employee who does not need health insurance may elect to have the Employer apply the sum of Fifty and No/100 Dollars (\$50.00) per month to the employee's deferred compensation plan, provided that the employee submits evidence that he or she is otherwise covered by health insurance.
- D. The obligation of the Employer to contribute insurance premiums shall terminate at the end of the calendar month in which the obligation of the Employer to pay compensation expires.
- E. The Employer reserves the right to determine and/or change insurance carriers and/or underwriters at any time provided that thirty (30) days advance notice of any such determination or change shall be given to the Union. The Employer shall not, by reason of this provision, reduce the benefit levels without the consent of the Union.
- F. The Employer's sole responsibility under the Appendix is to provide premium payments on behalf of eligible employees as set forth herein and the coverage referenced herein are offered specifically subject to the rules and regulations of the various insurance carriers and/or underwriters.
- G. The Employer agrees to pay the full cost of group term life insurance coverage on behalf of each eligible employee in the face amount of \$15,000. This provision shall be subject to modification by any appropriate federal regulations.
- H. All employees shall be eligible to participate in the Van Buren County Deferred Compensation and Thrift programs in effect as of the effective date of this Agreement. The maximum Employer annual contribution to the programs shall be as follows: 1998 - \$1500; 1999 - \$1600; 2000 - \$1700; 2001 - \$1700 per employee. Such participation shall be in accordance with all rules, regulations and procedures which may govern the plans as set forth in the plan documents. Copies of the plan documents shall be available for review in the Office of the County Administrator.

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J. Effective January 1, 1998, employees may not accumulate more than 280 hours of vacation time, provided that any employees who as of that date have already accumulated more than 280 hours shall be allowed to retain those hours and use those hours until the total falls below 280, in which case no accumulation above that level will thereafter be allowed. Otherwise, vacation time in excess of the 280 hour cap will be lost, and may not be used or compensated for.

ARTICLE 41 - BEREAVEMENT LEAVE

Full-time employees shall receive pay for days necessarily lost during their normal scheduled work week not to exceed three (3) days in the case of death of a member of their immediate family. Employees working less than thirty (30) hours may be scheduled for Bereavement Leave without pay.

ARTICLE 42 - JURY DUTY

An employee shall be entitled to leave with pay for jury service, less any jury service fees paid, if he is unable to be excused or to have such service scheduled at a time which does not conflict with the discharge of his scheduled employment duties. The employee shall return to his duties whenever his attendance in court is not actually required. This same procedure shall apply when an employee receives a subpoena to appear in a court of law or a quasi-judicial hearing.

ARTICLE 43 - MILEAGE FOR PRIVATE VEHICLE USE

Employees who are requested by the Employer in advance to use their personal vehicles to conduct business for the Employer shall be reimbursed at the then current IRS rate. Employees shall comply with such mileage reimbursement procedures as the Employer may require.

ARTICLE 44 - ACT OF GOD

The Employer shall determine if routes will be canceled because of weather conditions that affect the safety of the bus routes. Should the Employer cancel any driver's route because of the weather, or any other act of God, by telephoning or contacting the employee, or leaving a message at his/her home, by 12:00 midnight before the run begins, the Employer is not required to pay the driver for the cancellation. However, if a full-time driver wishes to be paid, then he or she may choose to take a vacation day of pay for the canceled day's run.

If an employee's run is canceled, for the above reasons and the employee is not notified by 12 midnight as provided above, the employee shall receive his/her normal pay for that day as follows:

- A. Employees normally scheduled to work thirty or more hours - eight hours per day.
- B. Any part time driver shall be paid a minimum of three (3) hours pay.