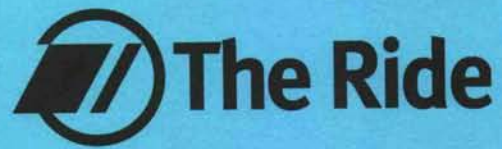


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AGREEMENT

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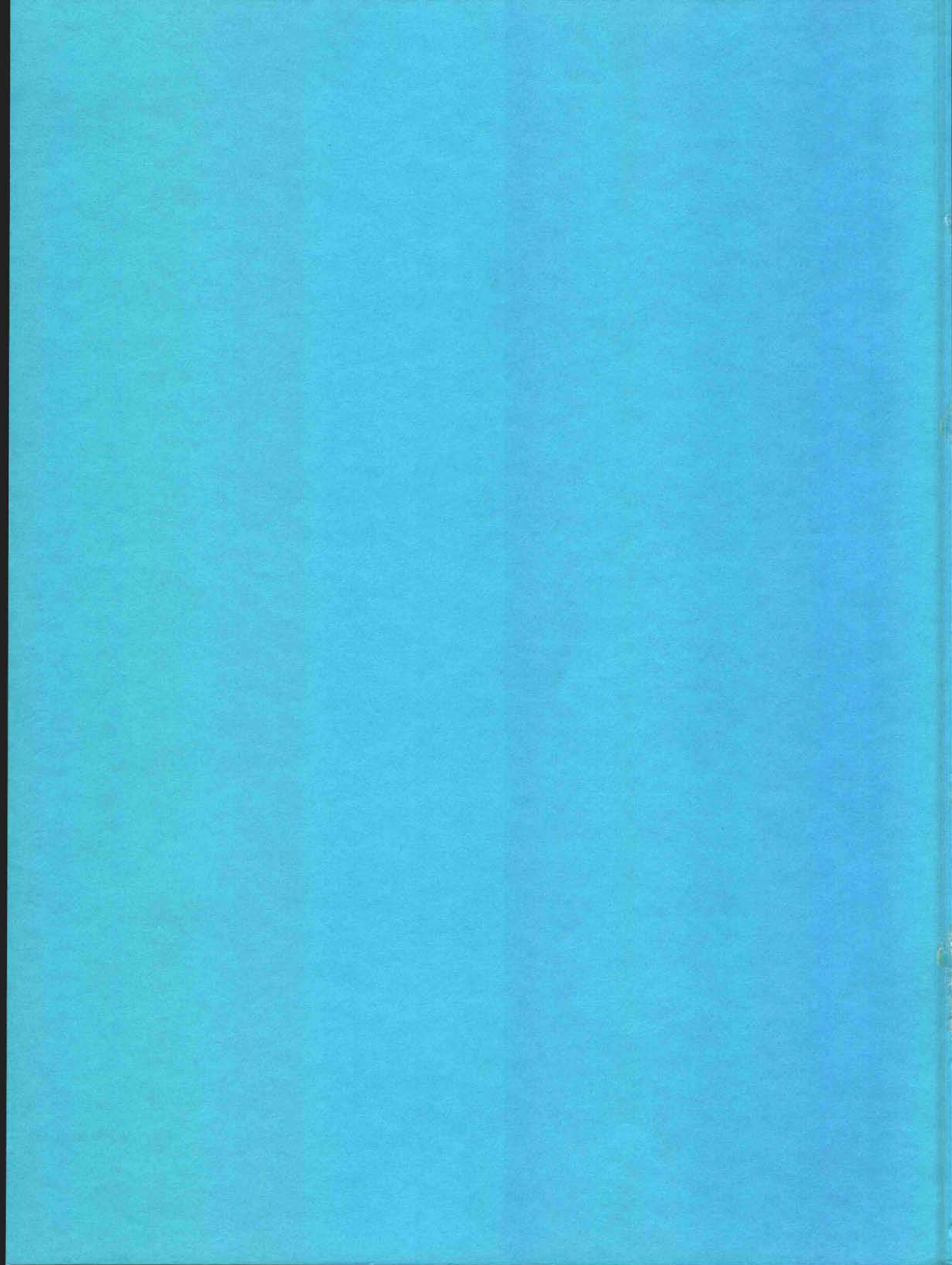
ANN ARBOR TRANSPORTATION AUTHORITY
(Hereinafter referred to as the "Employer")

and

LOCAL 171 OF TRANSPORT WORKERS UNION
(Hereinafter referred to as the "Union")

July 1, 1997 thru June 30, 2002

Ann Arbor Transportation Authority



AGREEMENT

Between

ANN ARBOR TRANSPORTATION AUTHORITY
(Hereinafter referred to as the "Employer")

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July 1, 1997 thru June 30, 2002

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ARTICLE I

GENERAL

Section 1 - 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, the Union and the Public. The parties recognize that provisions of high quality service and maintenance of community support for public transportation are a shared responsibility and are dependent upon the success in providing service to the community which is met with public satisfaction. 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 all employees.

Section 2 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and all other conditions of employment, in accordance with Section 2 of said Act, for the terms of this Agreement of all employees of the Employer included in the bargaining unit described below.

- a. **EMPLOYEES COVERED**
All non-supervisory employees of the Ann Arbor Transportation Authority as set forth in Article II, Section 1.
- b. **SCOPE OF AGREEMENT**
The provisions of this Agreement will apply to the relationship between the Employer and employees of said bargaining unit and said Union.

Section 3 - AGENCY SHOP

- a. **UNION DUES OR SERVICE CHARGE**
All permanent employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall upon completing their training period, become members, or in the alternative, shall at the same time as a condition of employment, pay to the Union a service charge.
- b. **DEDUCTION OF DUES OR FEES**
An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of employment, shall be deemed to meet the conditions of this section, as long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).
- c. **DEFAULT**
Employees who fail to comply with the conditions of this section shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice of such default is delivered to the Employer and the employee by the Union.
- d. **MODIFICATION TO SECTION**
If any provision of this section is deemed invalid under Federal or State law, said provision shall be modified by the Agreement of the Union and the Employer to comply with the requirements of said Federal or State law.
- e. **UNION MEMBERSHIP**
The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of

the Union.

f. **SAVE HARMLESS CLAUSE**

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which shall arise from any application of this section or Article I, Section 4.

g. **WITHDRAWAL FROM UNION**

If a member of the Union desires to withdraw from Union membership, she/he may do so by giving notice to the Union and the Employer during the ten (10) days immediately prior to the expiration of this Agreement. Such notice must be in writing and must be signed by the member.

Section 4 - PAYMENT BY CHECKOFF

- a. During the life of the Agreement, the Employer agrees to deduct an amount specified by the Union as Union membership dues or service charge levied, in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed an authorization for payroll deduction. It is understood that in no case will the service charge exceed regular union membership dues.
- b. During the life of this Agreement, the Employer agrees to deduct a uniform amount as TWU COPE donation from the pay of each employee who executes an authorization for payroll deduction.

Section 5 - NON-DISCRIMINATION

No persons employed by the Employer or applicants for employment will be discriminated against because of race, sex, creed, color, national origin, age, handicapped, sexual preference, educational status, over any characteristics, beliefs or activities which do not affect the employee's ability to perform her/his job. The Employer will assure that employment assignments, transfers, leaves of absence and disciplinary policies are administered on a fair, non-discriminatory basis. No employee will be subjected to sexual harassment. The Employer and the Union agree that the Elliott-Larson Act will provide the basis of definitions for this Section.

Section 6 - RIGHTS OF MANAGEMENT

The management of the system and the direction of the working forces is vested exclusively in the Employer including but not limited to the right to hire, promote, suspend and discipline or discharge for proper cause; the right to relieve employees from duty because of reduction in work; the right to schedule hours and require overtime; the right to assign work to locations; the right to determine the number of classifications and staffing of classifications; the right to establish work rules; the right to contract or sub-contract work; the above mentioned rights, powers, and interest of the Employer apply except as expressly abridged by the terms and conditions of this Agreement.

Section 7 - STRIKES AND LOCKOUTS

It is the intent of the parties of the Agreement that the grievance procedure herein shall serve as the means for the peaceable settlement of all disputes which may arise between them. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slow down or strike against the Employer, either on behalf of the bargaining unit covered by this Agreement or any other Authority employees. The Union is also obligated to make every effort possible to return to work any of its members who are engaged in a wildcat strike or other illegal work stoppage. It is understood that any employee engaging in any work action described herein is subject to discharge. The Employer agrees that during the same period, there will be no lockout.

Section 8 - SAFETY PRACTICES

a. COMMITMENT TO SAFETY

The personal safety and health of each employee and the prevention of occupational injuries and illnesses is of paramount importance to both the Employer and the Union. To this end, both parties mutually agree to uphold the concepts of and responsibilities contained in all applicable safety statutes, included, but not limited to:

- M.I.O.S.H.A., Public Act 154, 1974
- O.S.H. Act, Public Law 91-596, 1970
- Michigan Vehicle Code

b. SAFETY PROGRAM

The Employer will establish and maintain a health and safety program with input from the Union, which will embody the proper attitudes toward injury and illness prevention on the part of both supervisors and employees.

c. SAFETY STEWARD

The Union will designate a Safety Steward who will identify and examine health and safety problems, periodically meet with the Employer's safety representative at mutually agreeable times to discuss health and safety matters, accompany inspectors on walk-around inspections and recommend the deadlining of vehicles to the Manager of Maintenance. The appropriate Manager or his/her designee will respond within twenty-four (24) hours to such recommendations.

The designated Safety Steward will be relieved with pay to accompany inspectors and the Safety and Training Coordinator on walk-around inspections. The designated Safety Steward may request reasonable unscheduled safety inspections with the Safety and Training Coordinator at a mutually convenient time. The designated Safety Steward will have full access to all work areas and equipment utilized by unit employees. In the event the designated Safety Steward is unavailable, the designated alternate shall assume the rights and responsibilities. The designated Safety Steward will receive copies of summary accident reports prepared by management on a quarterly basis.

Section 9 - WORK RULES

a. DEFINITION

Work rules are defined as standards of performance and conduct for employees in doing their job according to Employer policies and procedures.

b. UNION INPUT AND REVIEW OF PROPOSED WORK RULES

Notwithstanding the right of the Employer to establish and implement work rules, the Employer agrees to submit all new, revised, or changed work rules in writing to the Union President for distribution to members of the Executive Committee for input and approval with the exception of revisions of any work rule in effect at the time of this Agreement which are intended to render the rule consistent with the provisions of the Agreement. Whenever possible, the Employer will discuss planned work rule changes at labor management meetings during the input process. Should the Union wish to discuss changing or revising an existing work rule, it shall bring the matter, along with proposals for changes, to the attention of the Employer at a labor management meeting. The employer retains the right to post work rules in preparation for implementation if the Union input, review, and approval process exceeds thirty (30) calendar days. It is further understood that work rules may be posted without prior discussion if operational needs require.

c. NOTICE AND IMPLEMENTATION

A new, revised, or changed work rule will be submitted to the Union prior to its implementation except when operating needs require immediate implementation. In all other cases, new, revised, or changed work rules, following Union input and review, will be posted at least twenty one (21) calendar days prior to the actual date of implementation.

d. MEDIATION

If the Union does not agree to the new, revised, or changed work rules, the matter may, with the approval of both the Union and the Employer, be submitted to non-binding mediation. If mediation is mutually requested by the parties, the matter shall be submitted to the Michigan Employment Relations Commission (MERC). When possible, expedited mediation will be utilized for purposes of resolving new or revised work rule disputes. The cost of mediation, if any, will be shared equally by the parties.

e. ARBITRATION

In the event that the Union is unable to agree to the new, revised, or changed work rule it may, at its option, request arbitration regarding the rule on the issue of reasonableness alone. If arbitration is requested, the matter shall be submitted to the Federal Mediation and Conciliation Service or other mutually agreed upon group of arbitrators. When possible expedited arbitration will be utilized for purposes of resolving work rule disputes. Both parties shall bear the costs of arbitration equally. Disciplinary penalties imposed as a result of the violation of a rule which has been implemented, pending arbitration, shall be rescinded upon the arbitrator's finding that the rule is unreasonable and any affected employees shall be fully restored to the status held prior to the imposition of such discipline.

If the Union fails to submit a written request for arbitration regarding the new, revised, or changed work rule to the Human Resources office within thirty (30) calendar days of the date of implementation, the Union's right to arbitrate the rule under this paragraph shall be deemed to be waived and the reasonableness of the rule may not be challenged in any subsequent grievance arbitration.

- f. If any provision of the PPM is deemed to be invalid under Federal or State law by a court of proper jurisdiction, said provision shall be modified by the agreement of the Union and the Employer to comply with the requirements of said Federal or State law.

Section 10 - ACCIDENTS AND INCIDENTS

a. DEFINITIONS:

A vehicle accident is defined as any occurrence wherein an employer vehicle comes into contact with another vehicle, object or person, causing property damage or personal injury. All rear-end collisions, all collisions resulting from backing of vehicles, and all collisions with people will be considered as accidents regardless of the degree of resulting damage or injury. A passenger accident is defined as any occurrence wherein passengers onboard, boarding, or alighting from a vehicle, stumble or fall or are thrown by the movement of the vehicle. An industrial accident is defined as any unexpected event occurring in the Maintenance Department that results in (or could potentially result in) damage to Authority vehicles, equipment, materials, or injury to a person requiring clinical treatment.

An Operations Incident is defined as any unexpected event or condition that causes a disruption of normal services or the normal operation of daily activities of vehicles or routes and does not involve a vehicle collision. An Operations Incident also includes a safety problem or a mechanical failure that threatens physical harm or affects the safe operations of a vehicle. An Industrial Incident is defined as an event occurring in the Maintenance Department that requires instant action to avoid an accident or a situation when an accident is narrowly avoided by quick corrective actions. Industrial Incidents include occasions in the Maintenance Department when a job or task must be unexpectedly interrupted or when a situation is recognized that requires a temporary interruption of a job or task in order to institute safety measures.

b. ACCIDENT REVIEW PROCEDURES

All vehicle, passenger, and industrial accidents will be reviewed by an Employer designated Safety Representative to determine the responsibility (whether preventable or non-preventable) for each accident. The Safety Representative will forward such determination in writing to the

Employee's Department Manager. The Safety Representative will determine each accident as either preventable or non-preventable. The determination will also include in writing the reasoning for the decision. The Department Manager will notify the employee of the Safety Representative's decision and take appropriate disciplinary action as may be required. Notification to the involved employee will be within ten (10) working days of the Safety Representative receiving a properly completed accident/incident report. In the case of a serious accident, the Employer may require additional time to complete a proper investigation. Notification of the need for additional time will be made in writing to the Union prior to the expiration of the initial ten (10) day investigation period. Such notification will include an explanation for the additional time and an estimate of how much additional time will be required. Accidents not determined by the Employer as preventable within the initial investigation period (or any extension thereof) will not be considered for any progressive discipline.

c. **APPEAL PROCEDURE**

An employee whose accident is judged preventable by the Safety Representative may appeal that decision to the Accident Review Board (ARB) by notifying the Safety Representative within seven (7) calendar days after being notified of the Safety Representative's decision. The Safety Representative will provide the permanent members of the Accident Review Board with a copy of the appeal as soon as possible. The Accident Review Board will consist of two (2) members appointed by the Union, two (2) members appointed by the Employer, and a neutral third party mutually chosen by the parties. The Accident Review Board will be chaired on a rotating basis by the Union and Employer members. Alternates or neutral parties will not chair any meetings. The Employer and the Union will designate alternate members. All members and alternates will serve two (2) year periods. The fees and expenses (if any) of the neutral board member shall be shared equally by the two parties. Meetings of the Accident Review Board will be scheduled quarterly if there are pending accident appeals. Such meetings may be postponed as necessary to provide for adequate investigation or to accommodate changing operational needs. All members of the ARB will be informed of postponed and/or rescheduled meetings as quickly as possible. Notices of scheduled ARB meetings and any postponement or rescheduling of such meetings will be posted on the Human Resources bulletin board. Each Union or Employer member may be responsible for investigating and presenting one case before the Board. ARB members will be provided with information related to accidents at least five (5) days before scheduled ARB meetings for the purpose of investigating and preparing related presentations. In the event the Accident Review Board finds an accident to be non-preventable, any disciplinary action which may have been taken will be removed from the affected employee's record. Decisions of the Accident Review board will be final and not subject to further appeal. Bargaining unit members serving on the Accident Review Board will be paid for all time spent at the Accident Review Board Meetings. An ARB member may not have more than two preventable accidents on her/his record during the preceding twenty four (24) months. The Employer will provide training for all permanent ARB members to assist them in their responsibilities pertaining to the judging of accidents.

d. **ACCIDENT AND INCIDENT REPORT COMPLETION COMPENSATION**

An employee who is involved in an accident/incident and is required to complete an accident/incident report within twenty-four (24) hours, will be paid twenty (20) minutes at the straight-time rate for fully and properly completing such forms. Once a properly completed report has been submitted, any time spent for Employer requested information related to the investigation will be paid.

Section 11 - COMPETITIVE BIDDING/CONTRACTUAL WORK

GENERAL CONDITIONS

In order to provide both an efficient and effective transportation service, the Employer retains the right to competitively bid service under the following conditions:

- a. The Employer will have the right to competitively bid any inter-urban express service and service operated exclusively outside Ann Arbor if requested by the local unit(s) of government funding such service. In preparing and evaluating competitive bids the Authority shall use MCO rates as specified elsewhere in the contract for work within the urbanized area (as defined by the Census Bureau as of the 1990 census). For service to localities and communities outside the urbanized area, the Authority shall use SSMCO rates as specified elsewhere in the contract. The Employer will subcontract such service only after examination of the impact of the subcontracting on both cost and service quality.
- b. The Employer shall have the right to competitively bid A-Ride service if the subcontracted bid is at least twenty-five (25%) percent below AATA's cost and if the Employer determines the quality of service will be maintained by the subcontractor.

Fixed routes operating within the City of Ann Arbor will not be subject to competitive bidding provisions for the life of this Agreement.

c. **MAINTENANCE WORK**

The Employer will limit the contracting or subcontracting of vehicle maintenance as follows:

- (1) Work that requires either facilities, equipment or specialized expertise that is not available in-house.
 - (2) At times when the backlog of unit work or the availability of unit employees would cause excessive delay in completing the additional work.
 - (3) At times when transit services would be interrupted due to a longer time required to perform work internally compared to the time required to contract or subcontract the same work.
 - (4) At other times with the consent of the Union.
- d. The Employer shall have the right to subcontract the grounds keeping, snow removal, and other maintenance external to the building and other work which is deemed to be beyond the expertise of the Facilities Maintenance Person or which would require forces in excess of normal staffing levels.

Section 12 - AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or labor organization for the purposes of undermining the Union.

Section 13 - EMPLOYEE ASSISTANCE PROGRAM

The Employer and Union recognize that each employee is a valued asset to the AATA and agree to promote participation in an employee assistance program. The goal of the program is to help those employees with problems that may affect their general well-being or job performance by providing avenues of assistance. The Employer and Union further agree that employee assistance program policy and procedures do not alter or supersede normal employment rules, policies, regulations, corrective discipline procedures, performance evaluation guidelines, management responsibilities, and/or union prerogatives. It is understood that participation in the employee assistance program is completely voluntary.

Section 14 - LABOR-MANAGEMENT MEETINGS

The Employer and the Union mutually agree to conduct periodic Labor-Management meetings. Meetings will be held at a mutually agreeable time. Meetings will be attended by the Executive Director, his/her designee, the Union President and Union Vice Presidents. Other attendees must be mutually agreed upon by the Executive Director and the Union President. The Union President and one (1) Vice-President will be paid for attendance at all such meetings.

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ARTICLE II
EMPLOYMENT PROCEDURES

Section 1 - JOB DESCRIPTIONS

a. Each bargaining unit job will have a written job description. The Employer may change the existing job descriptions and establish new job descriptions. Prior to changing any job descriptions or establishing any new job descriptions, the Employer shall solicit input from the Union. Whenever possible, the Employer will discuss planned job description changes or planned new job descriptions at labor-management meetings during the input process. Updated versions of all job descriptions and copies of the same will be made available to Union employees through the Human Resources Office and will become part of the AATA Personnel Procedures Manual.

b. Job classifications recognized as of the effective date of this Agreement are:

Motor Coach Operator - MCO (including trainee, training specialist)

Special Services Operator - A-Ride, Inter Urban Express Service

Clerical & Support - Information Specialist/Call-taker, Parts Clerk I, Parts Clerk II, Lead Service Employee, Service Employee, Lead Facilities Maintenance Person, Facilities Maintenance Person, Facilities HVAC Technician.

Mechanic - Master Mechanic

Category A: Paint and Body Repair Person I, Mechanic A

Category B: Mechanic B, Tire Maintenance Person

Category C: Mechanic C, Paint and Body Repair Person II

c. Classification/Progression of Mechanics:

1) Mechanics will advance by demonstrated ability as evidenced by certification in the following modules:

Category C
Electrical Systems
Preventive Maintenance
Air Systems
Hydraulics

Category B
Diesel Engine Tune-Up
Air Conditioning
Chassis

Category A
Diesel Engine Overhaul
Electronic Controls

Master
Transmission Overhaul

2) Certification includes oral, written and hands on testing. Test material shall have been reviewed by appropriate professional consultants. Upon request, the oral and written

tests will be offered within three (3) weeks of such request. The hands on testing will be subject to availability of work, parts, personnel and operational requirements. Time spent in certification testing and for Master Mechanic recertification testing will be paid at straight time.

- 3) All time spent by mechanics in training in preparation for advancement certification is voluntary and will be unpaid.
- 4) The Employer will attempt to schedule training classes for the modules specified in c. 1 above on an annual basis. Related course materials will be made available to employees upon request.
- 5) Time spent in training by Master Mechanics in order to remain current with technological improvements will be paid at straight time.
- 6) The Employer will provide referrals for employees requesting assistance for communications problems related to the maintenance training program.
- 7) Selection of work assignments will be conducted within grade level classifications when posted by job classifications by the Employer and bidding seniority will be determined by date of classification as a mechanic.

Section 2 - SENIORITY

a. DEFINITIONS

- (1) Unit Seniority - The time an employee has been employed in the bargaining unit, subject to the provisions in Paragraph b, below.
- (2) Classification Seniority - The time an employee has been in a particular job classification, subject to the provisions in Paragraph b, below.

b. LOSS OF SENIORITY

An employee will lose her/his seniority for the following reasons only:

- (1) Unit Seniority -
 - (a) She/he resigns.
 - (b) She/he is terminated, and the termination is not reversed, either through procedures set forth in this Agreement or through other appropriate procedures.
 - (c) She/he fails to return from a leave of absence.
 - (d) She/he retires.
 - (e) She/he completes the ninety (90) day trial period in a non-bargaining unit position under the Employer.
 - (f) Employees on layoff for twenty-four (24) months or length of service, whichever is less.
 - (g) Failure to return from vacation or following cessation of workers' compensation benefits unless approved by the Employer.
- (2) Classification Seniority -

- (a) For any of the reasons listed under Unit Seniority.
- (b) After the completion of the trial period in another bargaining unit classification, the employee will lose her/his classification seniority in the classification from which she/he transferred.

c. RETENTION OF SENIORITY

Seniority shall be retained for a ninety (90) day period for an employee who transfers to a position outside the bargaining unit. During the trial period, such employee may return to her/his former bargaining unit position provided the employee's former position is vacant. Following the ninety (90) day period, the employee will lose her/his seniority in the bargaining unit.

d. SENIORITY LIST

Every bid the Employer will provide the Union with a list of employees in each classification. The names will be listed in order of the amount of time spent in that classification. The list will also include the employee's date of hire and status (full-time or part-time, etc.) and address and telephone number.

e. DETERMINATION OF SENIORITY

In determining the unit seniority list, the date to be used is the day the employee started work. In cases where this date is the same for more than one (1) employee, the date of application will be used. In the case that the starting work date and the application date are the same for more than one (1) employee, the time of day the application is accepted as complete by the Employer will be used.

In determining the classification seniority list for Motor Coach and Special Services Operators, the date to be used is the date the employee successfully completes the Employer's established training program.

f. SENIORITY ADJUSTMENT

Any Employee taking a leave of absence covered under Article II, Section 11, paragraph h., for a period of thirty (30) days or more will have such time deducted from unit seniority retroactive to the first day of the leave. Seniority shall accumulate for all other leaves of absences and the employee will be entitled to resume her/his regular seniority status upon returning from a leave of absence.

Section 3 - PROBATIONARY EMPLOYEES

a. LENGTH OF PROBATION

New permanent employees hired in the unit shall be probationary employees for the first four (4) months of their employment. During the probationary period the new Employee is observed to determine if she/he is qualified to continue as a permanent employee. The calendar days' probationary period will be accumulated within not more than one (1) year. A probationary employee who is absent on scheduled work days, or who serves her/his probationary period during a time in which her/his job is not operative, shall work additional days equal to the number of days absent, or equal to the number of days which her/his job was not operative, and such employee shall not have completed her/his probationary period until these additional days have been worked. The probationary period may be extended by the Employer in cases where an employee's performance is not satisfactory but may improve up to a satisfactory level with additional time. Notice of the extension will be given to the employee and the Union no later than the time of the final probationary evaluation.

b. PROBATIONARY EVALUATION

Each probationary employee will receive written evaluations from her/his immediate supervisor outlining job performance. Evaluations will be reviewed and discussed in a conference with the employee. Evaluations will be made approximately mid-way through the probationary period and

prior to the completion of probation. At the final conference, the probationary employee may, at her/his option, be accompanied by a Union Representative serving as a non-participating observer. Determination of the employee's ability to become a permanent employee shall be at the sole discretion of the Employer.

c. PROBATIONARY COMPLAINT PROCEDURE

- (1) Probationary employees with complaints which would be the subject of the grievance procedure if the employee were not on probationary status may discuss her/his complaint with her/his immediate supervisor. The probationary employee may, at her/his option, be accompanied by a non-participating observer in any discussion with the supervisory staff. If a Union representative is chosen as an observer, her/his status will be that of an individual as opposed to that of a representative.
- (2) If the complaining employee's complaint is not resolved to her/his satisfaction after discussion with the immediate supervisor, then the complaining employee may file a written complaint with the Manager of Human Resources who will respond in writing within five (5) calendar days. If the complaint is not resolved to the satisfaction of the complaining employee at this step, the written complaint will then go to the Executive Director. The Executive Director's decision is final and binding. Before making her/his decision, the Executive Director will hold a meeting, to be attended by the complaining employee and the non-participating observer. The provisions of paragraph (1) above, relating to an observer will also apply with respect to the meeting with the Executive Director.
- (3) The probationary employee's and non-participating Union observer's time spent in meetings will be unpaid. Employees must be available without relief by the Employer from job duties to attend such meetings.
- (4) The Union will represent permanent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in Article I, Section 2 of this Contract, except employees discharged and disciplined for other than Union activity.

d. RESTRICTIONS AGAINST TRANSFERS

New employees in the bargaining unit will be required to complete one (1) year in the position into which they were hired before becoming eligible for transfers as provided elsewhere in this agreement. This restriction may be waived at the discretion of the Employer.

In addition, no more than one (1) employee in the Service Employee job classification may transfer to another bargaining unit position at any one time. Six (6) months must elapse between the effective date of transfer before any additional transfer will be permitted.

Section 4 - PERSONNEL ACTION FORM

The Employer will provide the Union with a copy of the Personnel Action (P.A.) Form which is completed for an employee who is transferring, beginning or returning from a leave of absence, being placed on layoff or recalled from layoff or terminated.

Section 5 - OFFICERS AND STEWARDS

a. SENIORITY OF OFFICERS AND STEWARDS

Notwithstanding their position on the seniority list, the Executive Committee and Stewards of the Union will, in the event of a layoff only, be continued at all times, provided they can perform any of the work available. Officers and Stewards will be permanent employees and will have completed

their initial probationary period.

b. STEWARD STRUCTURE

The Union will provide a Steward structure, including Senior Stewards and a Safety Steward, which will not consist of more than one (1) steward for every fifteen (15) employees. The Union will provide the Employer in writing with a current listing of stewards.

Section 6 - LAYOFFS

a. REASON FOR LAYOFF

The Employer may layoff employees when it deems it necessary by reason of shortage of work or funds, the abolition of a position, material change in the organization, or for other reasons. If requested, the Employer will provide financial and related information documenting the reason for layoff.

b. NOTICE AND ORDER OF LAYOFF

(1) The Employer will furnish the affected employee or employees with a minimum of sixty (60) days written notice prior to the date that the scheduled layoff or layoffs are to become effective.

(2) Employees shall be laid off in inverse order of seniority in their classification. An employee on scheduled layoff shall have the right to exercise her/his unit seniority and displace an employee with less unit seniority in another classification, provided the senior employee is qualified to hold the position held by the less senior employee. In the event the Employer finds the employee not qualified, the Employer will send written notification to the Union. Employees who exercise this option will be paid at the beginning rate for the position. Employees shall be recalled in inverse order of layoff in the affected classifications. Notice of recall will be sent by registered mail to the employee at her/his last known address. If an employee fails to report for work within fourteen (14) days from receipt by the employee of the mailed notice or recall or the return of the registered recall letter to the Employer, she/he will be considered to have resigned.

(3) No bargaining unit employee will be laid off from any job classification or position within a classification while any temporary employee is still employed in the same classification or position. Temporary employees will be laid off without reference to the provisions of Article II, Section 6 (b).

Section 7 - VACANCIES AND NEWLY CREATED POSITIONS

a. PERMANENT VACANCIES

Notice of all permanent vacancies and newly created positions shall be posted on the Employer's bulletin boards for fourteen (14) calendar days. Employees may make application to fill the vacancy or new position during the posting period. Postings will include job description and the current rate of pay. The applying employee with the best overall qualifications, ability, and performance record as measured by standard criteria established by the Employer shall be transferred to fill the vacancy or new position, provided the employee has the minimum qualifications to perform the duties of the job involved. In cases where overall qualifications, ability and performance records are equal between applying employees, the employee with more unit seniority will be transferred. In cases of inter-departmental transfers, such transfers may not become effective if transferring the employee will create a staff shortage in the position she/he is leaving until a replacement for the transferring employee can be arranged. Employees who transfer to a new position will not be eligible to transfer to another position for a one (1) year period. The Employer will notify any employees on extended leave (a period in excess of thirty

(30) calendar days) by return requested certified mail to the last reported mailing address of such employee.

b. TRIAL PERIOD FOR PERMANENT VACANCIES AND NEWLY CREATED POSITIONS

A transferred employee shall serve a trial period of one-hundred eighty (180) calendar days. During the trial period, the employee may request to be returned to her/his former position. Such request may be granted at the discretion of the Employer. A transferred employee in a new position may only apply for a transfer to another position after she/he has been in her/his position one (1) calendar year. This restriction may be waived at the discretion of the Employer. In the event that the employee's work performance is unsatisfactory to the Employer, the Employer shall have the right to return the employee to her/his former position. Prior to returning the employee to her/his former position, the Employer will notify the affected employee in writing of the reason(s) her/his job performance is found to be unsatisfactory. If the employee does not agree with the written reason or reasons, a grievance may be filed. During the employee's trial period, the Employer may fill any subsequent vacancies as specified in Article II, Section 7, paragraph f, entitled "Temporary Vacancies".

c. TRIAL PERIOD EVALUATION

At the end of any full or partial trial period, a conference will be held with the affected employee and her/his Department Manager or her/his designee. A Union Representative may be present at the employee's option. Following the conference, a written evaluation will be prepared with a copy placed in the employee's personnel file and a copy forwarded to the employee and a copy forwarded to the Union.

d. DENIAL OF TRANSFER

When any applicant is denied a requested transfer, the appropriate Department Manager or her/his designee will place a written copy of the reasons for such denial in each affected applicant's personnel file, forward a copy to the employee and forward a copy to the Union.

e. NEWLY CREATED POSITIONS

- (1) The Employer shall notify the Union in writing when a new classification is created during the term of this Agreement. The Employer shall place into effect a rate of pay for the classification in question and shall designate the pay rate as temporary.
- (2) During the first thirty (30) calendar days following the date of written notification to the Union, but not thereafter during the life of this Agreement, the Union may request in writing to the Employer to negotiate the rate of pay assigned to the new classification. The negotiated rate, if different than the temporary rate for the new classification, will be applied to the date an employee first began working in the new classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the rate of pay, the issue may be submitted to arbitration.
- (3) When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations during the specified period of time, or as a result of final negotiations between the parties, or upon resolving the matter through arbitration, the new classification and pay rate shall be added to and become a part of this Agreement.

f. TEMPORARY VACANCIES

- (1) The Employer may fill a temporary vacancy of less than two (2) weeks duration as follows:
 - (a) By utilizing volunteers within the classification where operational requirements permit.
 - (b) At the Employer's option assigning reserve employees to the vacancy or by temporarily transferring a consenting employee from one classification to another. An employee

temporarily transferred from her/his classification to another classification within the bargaining unit will be paid either the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred whichever is higher; or,

- (c) Hiring a temporary employee or securing the services of an employment agency.
- (2) The Employer may fill temporary vacancies of greater than two (2) weeks duration as follows:
- (a) First by allowing permanent employees on medical related leaves of absence to fill temporary vacancies provided they are physically capable and have the ability without training to perform the work. Such an employee filling a temporary vacancy will receive the rate of pay for which the job she/he is temporarily assigned. Employees on unpaid medical leaves of absence who have indicated in writing a desire to be considered for temporary vacancies will be notified by the Employer of such vacancies. Employees must apply for a temporary vacancy within seven (7) calendar days of the beginning of such vacancy. In the event there are more applicants than vacancies, selection will be made by seniority.
 - (b) By utilizing volunteers within the classification where operational requirements permit.
 - (c) At the Employer's option by assigning reserve employees or by temporarily transferring a consenting employee from one classification to another. Such an employee temporarily transferred from her/his classification to another classification within the bargaining unit will work the regularly scheduled shift associated with the position and be paid either the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred whichever is higher; or,
 - (d) Hiring a temporary employee or securing the services of an employment agency.
- Notwithstanding the above, the Employer will have the right to hire a temporary employee or secure the services of an employment agency during the application period.
- (3) If a temporary employee is hired, she/he will automatically retain temporary status for a period of up to sixty (60) calendar days. An extension of temporary status for an additional one hundred twenty (120) days may be made by the Employer if the temporary employee is replacing a permanent employee who is on a leave of absence.
- (4) (a) Temporary Supervisors may be selected from the Transportation Department members of the Bargaining Unit. The number of Temporary Supervisors will be limited to five (5) and individuals will not exceed two hundred (200) hours per year in this position. It is recognized that employees in this position will perform supervisory functions including assisting regular operators perform their duties and assist regular supervisory staff during periods of special needs. Temporary Supervisors will be selected from qualified volunteers and will be selected for one (1) year periods. Temporary Supervisors will not be permitted to serve consecutive terms unless a sufficient number of otherwise-qualified volunteers is not received. Temporary Supervisors will not be assigned supervisory responsibilities in the Control Center.
- (b) Lead Mechanics may be selected from the Maintenance Department members of the Bargaining Unit. There will be a list of qualified bargaining unit members to fill the Lead Mechanic position. This category will have the qualification of at least a B Mechanic. The work of a lead mechanic shall be the same as that of a bargaining unit member and in addition be charged with the regular responsibilities of the supervisor on their shift. Lead Mechanics will not be involved in the discipline process. Lead Mechanics will be selected from qualified volunteers and will be selected for one (1) year periods.

Section 8 - WORK OUTSIDE THE EMPLOYEE'S CLASSIFICATION

When requested, employees within the bargaining unit may perform non-bargaining unit work or work outside their job classification, in emergencies, when regular or reserve employees are not available, or to do experimental work on a new job.

Section 9 - PART-TIME EMPLOYEES

a. ELECTIVE PART-TIME STATUS

- (1) Only full-time Motor Coach Operators employed as of July 1, 1989 with at least two (2) years of service will be eligible to apply for and be granted elective part-time status. However, the Employer may, with approval of the Union, allow elective part-time status in other departments.
- (2) There may be up to four (4) elective part-time transportation employees.
- (3) Election of Status. A full-time employee who wishes to change to elective part-time status or an employee on elective part-time status who wishes to re-apply for elective part-time status for the next June bid will submit a Change of Status form to the Manager of Transportation no later than two (2) weeks subsequent to the notification of the June bid. An employee who does not submit a Change of Status form by such deadline will not be able to change to elective part-time status until the following June bid. Change of Status forms will be approved in order of seniority of new applicants and then in order of seniority of re-applicants subject to the limitations in Article II, Section 9, paragraph a, Subsection 2 above.
- (4) Part time work. An employee requesting elective part-time status will specify the range of hours per week she/he will be committed to work on the Change of Status form within the following ranges: half-time (1/2) - fifteen (15) up to anything less than twenty-five (25) hours per week; three quarter (3/4) time - twenty-five (25) up to anything less than thirty-five (35) hours per week. Additionally, she/he will state the time of day she/he prefers to work as follows:

AM - 5:00 a.m. - 12:00 p.m.

MID - 9:00 a.m. - 4:00 p.m.

PM - 1:00 p.m. - 8:00 p.m.

NITE - 5:00 p.m. - 12:00 a.m.

It is understood that there is no guarantee that she/he will be able to bid work during the time of day she/he prefers; only that she/he will be able to select hours within the range of hours as stated on her/his Change of Status form. It is recognized the Employer may provide extra board availability shifts or days of full-time shifts to fulfill the range of hours requirement if the Employer so desires. An elective part-time employee must bid work within her/his stated range. However, no elective part-time employee will be required to bid more hours per week than she/he indicated.

- (5) Fringe benefits. Elective part-time employees will receive benefits equivalent to full-time employees in the areas of vacation accrual, sick accrual, unemployment compensation, workers' compensation and pension. Half-time employees will receive fifty (50%) percent of all regular time off with pay afforded full-time employees. Three-quarter (3/4) time employees will receive seventy-five (75%) percent of all regular time off with pay afforded full-time employees. In addition, the Employer will pay seventy-five (75%) percent of the monthly premium costs for hospitalization insurance, subject to a pro-rated percentage of the Employer's contribution level as set forth in Article V, Section 8,a. Elective part-time employees may obtain other insurances at their own expense through payroll deduction.

b. REGULAR PART-TIME STATUS

- (1) The Employer may hire regular part-time employees who will be able to bid work as provided in Article IV, Section 2, paragraph a. Such work will be provided in accordance with the operational needs of the Employer, subject to the provisions of Article IV, Section 1, paragraph a.
- (2) Regular part-time employees who wish to become full-time employees and full-time employees who wish to become regular part-time employees may apply for such positions when posted as provided in Article II, Section 7, paragraph a.
- (3) Regular part-time employees will receive benefits equivalent to full-time employees in the areas of vacation accrual, sick accrual, unemployment compensation and workers' compensation. In addition, the Employer will pay seventy-five (75%) percent of the monthly premium costs for hospitalization insurance, subject to a pro-rated percentage of the Employer's contribution level as set forth in Article V, Section 8,a. Life insurance will be provided as specified in Article V, section 8,d. Regular part-time employees may obtain other insurances at their own expense through payroll deduction.
- (4) Regular part-time employees may be laid off according to Article II, Section 6, paragraph b.

c. PERMANENT PART-TIME STATUS

- (1) The Employer may have permanent part-time employees who will be scheduled to work up to seventeen and one-half (17 1/2) hours per week. These employees will be placed in one classification upon hire as follows:
 - a. AM peak Monday - Friday
 - b. PM peak Monday - Friday
 - c. Any two (2) day period as mutually agreed upon prior to hire (i.e., Saturday and Monday)
- (2) Permanent part-time employees will be able to bid within their time classification as provided in Article IV, Section 2, paragraph a.
- (3) Permanent part-time employees will receive benefits equivalent to full-time employees in the areas of vacation accrual and sick accrual.
- (4) Permanent part-time employees may be laid off according to Article II, Section 6, paragraph b.

d. LIMITATIONS ON NUMBER OF PART-TIME EMPLOYEES

The total number of permanent and regular part-time employees will not be greater than fifteen (15%) percent of the total active employees in the bargaining unit.

Section 10 - TRAINING

a. TRAINING PROGRAMS

All bargaining unit classifications and positions within classifications will have a standard training program. Bargaining unit employees may be selected to assist in providing training. Such trainers will be selected by the Employer from a list of volunteers obtained through periodic postings.

b. UNION ORIENTATION

All new bargaining unit employees will receive, as part of their regular training program a four (4) hour Union orientation by a representative of the Union. The Employer will provide time at the end of the training period which new hires will attend. The Union will compensate the new employees for time spent in orientation.

c. LENGTH OF TRAINING

The Employer will consult with the Union President or the designated member of the Executive Committee in determining the length of training of each job. By mutual agreement other parties may be involved. If an employee has previously had Ann Arbor Transportation Authority experience, or similar transit experience, the training period may be shortened to avoid repetition.

d. EXTENSION OF TRAINING

When extenuating circumstances prevent a new employee from completing the standard training program within the designated time, the designated training representatives may recommend an extension be granted.

e. CONTENT

All Transportation Department employee training programs will include, but are not limited to, the following,

- (1) Basic equipment safety, fire prevention, handling of fire emergency and first aid.
- (2) Special safety instruction for any special equipment handled or job performed.
- (3) Minimum of eight (8) hours of mechanical orientation to Employer's vehicles (except Information Specialists).
- (4) Empathy and public relations training.

All Maintenance Department training programs will include, but are not limited to, the following:

- (1) Basic equipment safety, fire prevention, handling of fire emergency and first aid.
- (2) Special safety instruction for any special equipment handled or job performed.
- (3) Minimum of eight (8) hours of mechanical orientation to Employer's vehicles provided for Service Employees.
- (4) Orientation to mission of the organization.
- (5) Developmental training programs which will allow the employee to improve skills to enhance advancement potential. All mechanics must progress to at least the next skill grade level within thirty-six (36) months of initiation of the program or attainment of Master Mechanic skill grade level. Employees in the classification of Master Mechanic must re-certify every twenty-four (24) months.

f. EVALUATION

During the training program new employees will receive periodic evaluation from the designated training representatives. At the time of the final evaluation, the designated training representatives will provide additional input toward the evaluation. These evaluations will be written and will indicate employee progress, areas for improvement and any special problems which may have arisen. A copy will be forwarded to the employee.

g. TRAINING OF TRANSFERRED EMPLOYEES

When an employee transfers from one job to another job within the bargaining unit, she/he will complete the standard training program of the new job, unless the Employer, in consultation with the designated training representatives, recommends a shortened training period to avoid repetition.

h. RESERVE EMPLOYEE TRAINING

The Employer will periodically train employees to do work outside their job classification to be used in cases of temporary staff shortages. When the Employer deems necessary, the Employer will post notice of such training for specific job classifications and/or positions for a period of seven (7) calendar days. Interested employees may sign up during the posting period, and selection will be made on the basis of qualifications, ability, performance record and seniority.

It is understood that employees who accept such training will be required to perform such work when the Employer deems necessary. Employees with regularly bid runs who are assigned reserve work shall be scheduled, when operational needs permit, with hours similar to their regular shift. When more than one (1) employee is trained to do reserve work in a classification, assignments will be made based on operational needs. (When all other things are equal, rotational seniority will be used.) Time spent as a reserve employee will only reduce safe driving awards proportionate to such time provided the sum of their driving and reserve hours total the number required for a full-time safe driving award.

Section 11 - LEAVES OF ABSENCE

a. REQUESTS FOR LEAVES OF ABSENCE

All requests for leaves of absence, shall be submitted in writing to the appropriate Department Manager, stating the reason for and the approximate length of the leave. A copy of the request will be maintained by the Employer and a copy furnished to the employee. Notice that an employee will be on leave will also be sent to the Union.

b. PERSONAL INJURY OR ILLNESS LEAVE

The Employer will grant an employee up to six (6) months additional Personal Injury and Illness Leave when S&A benefits have been exhausted and medical documentation has been submitted that the employee is not able to return to work. The employee will be required to submit periodic medical documentation verifying their condition during the leave. In cases of suspected abuse, the Employer retains the right to require the employee to take examination by a physician of the Employer's choice. In cases where a dispute exists between the employee's physician and the Employer's physician, the decision of the Employer's physician shall be final. The Employer shall provide insurance coverage in accordance with the provisions set forth in Article V, Section 8 for up to six (6) months of the Personal Injury and Illness Leave.

Unless otherwise determined by the Employer, an employee who is unable to return to work at the end of this period will be considered to have voluntarily resigned.

c. FAMILY ILLNESS OR INJURY LEAVE

Leaves of absence not to exceed a one (1) year period may be granted for prolonged physical or mental illness in the employee's immediate family, which includes spouse or mate, children, or parent(s) of the employee, provided the employee provides medical certification of the need for such leave.

d. MATERNITY AND MATERNITY CARE LEAVE

A female employee will be able to take up to one (1) year's leave of absence, including the S&A benefits period, for the purpose of pregnancy and birth, and/or care of a newborn or newly-adopted infant(s). An employee will be able to take up to one (1) month's leave of absence for the purpose of care of a pregnant mate and/or care of a newborn or newly-adopted infant(s). Employees on Maternity Leave will be allowed to use accumulated fringe time prior to the beginning of S & A benefits. Employees on Maternity Care Leave will be allowed to use accumulated fringe time during the course of the leave.

An employee desiring such leave will give written notice to her/his Department Manager two (2) weeks in advance of the date she/he will begin such leave. When an employee intends to continue her pregnancy to full term, she will give to her Department Manager a statement from her physician which indicates the approximate date of delivery and any restrictions on the nature of work she may be able to perform and the length of time she is expecting to work. In cases where the employee's ability to perform her work comes into question, the Employer may require the employee to submit within seven (7) days of the Employer's request a written statement from the employee's physician concerning her ability to continue active employment. The leave of absence may be extended, when requested in writing, and accompanied by a letter from the attending physician stating such extension is necessary. In order to return to her former job after maternity leave, an employee must have a letter from her physician stating that she is able to perform the duties of her job. An employee returning from maternity or maternity care leave will be given her/his former job with no loss of seniority or pay status.

- (1) The Employer will pay the cost of insurance coverage in accordance with the provisions set forth in Article V, Section 8 for up to six (6) months for an employee on Maternity Leave.
- (2) The Employer will pay the first month's cost of insurance coverage in accordance with Article V, Section 8 for an employee on Maternity Care Leave.

e. MILITARY LEAVE OF ABSENCE

- (1) The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- (2) Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purposes of fulfilling her/his annual field training obligations, or in the event that the employee is ordered to active duty for the purpose of handling civil disorders or other emergencies, provided such employee makes written requests for such leave of absence immediately upon receiving orders to report for such duty. Employees will be paid the difference between their Reserve pay and their regular pay with the employer when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limits, except the Employer may extend this limit in proper cases.

f. UNION OFFICER LEAVE

An employee in the bargaining unit who is either elected or appointed to an office or position in the Local or International Union, whose duties require her/his absence from work full-time for a period of no less than one (1) year, and who is considered an employee of the Union, will be granted an unpaid leave of absence for the term of such position or office in the Union. During this leave, the employee will not be permitted to perform any work ordinarily performed by members of the bargaining unit.

g. UNION BUSINESS LEAVE

Employees in the bargaining unit whom the Union requests be granted leave to attend Union business, related conferences or seminars will be granted such leave subject to the following conditions:

- (1) The Employer must be notified of the request to use such leave at least ten (10) days prior to the date of the leave, except in cases of emergency.
- (2) Only two (2) employees will be granted such leave at any one time.
- (3) The leave will be granted with pay and fringe benefits if the employee utilizes available vacation leave.
- (4) The leave will be granted without pay if the employee does not have, or requests not to use vacation leave. Such employee must authorize a payroll deduction to pay the full cost on insurance coverages for leaves in excess of six (6) calendar days. This authorization must be filed at the same time as the request for leave.
- (5) Such leaves will be limited to fifty (50) days in total per calendar year. Union business, for purposes of calculation under this section, will not include time spent by the union in preparing or participation in arbitration nor for employees relieved to testify as witnesses at arbitration. It is understood that no more than two (2) employees will be relieved at any one time for preparation and/or participation in arbitration. An additional exception will be made for attendance at the quadrennial international union convention at which time up to four (4) officers may be relieved up to one (1) week (no more than one (1) employee from any department outside of transportation).

h. OTHER LEAVES OF ABSENCE

- (1) The Employer may authorize an employee to be absent without pay for personal reasons for a period not to exceed ten (10) working days in any calendar year. Leave of absence requests must be submitted to the Personnel Office or the Department Manager at least ten (10) calendar days in advance, when possible. A written reply must be made within five (5) days of receipt.
- (2) The Employer may authorize a special leave of absence with or without pay for any period or periods, not to exceed six (6) calendar months in any one (1) calendar year, for the following reasons:
 - Attendance at an industrial training school, business school, college or university, for the purpose of training in subjects related to work of the employee and which will benefit the employee and the Employer.
 - Urgent personal business, requiring the employee's attention for an extended period, such as settling estates; liquidating a business; attending court as a witness; running for public or Union elected position; and for purposes other than the above that are deemed beneficial to the Employer.

i. WORKERS COMPENSATION LEAVE

- (1) Employees shall be entitled to Workers Compensation leave (referred to as Comp Leave) when all three of the following conditions exist concurrently:
 - a. The employee was injured on the job while in the course of their employment; and
 - b. The employee is receiving some form of Workers Compensation Benefits; and

- c. The employee is unable to return to their original position or a comparable position within the bargaining unit without restrictions or limitations.
- (2) Workers Compensation Leaves will run concurrently with other Leaves of Absences.
- (3) Employees on Comp Leave shall keep the Authority regularly informed of their medical status and shall promptly provide the Authority with copies of medical and/or therapeutic reports and examinations as they are generated. Employees on Comp Leave will cooperate fully with the Authority in programs aimed at medical treatment and/or rehabilitation.
- (4) The Authority will make reasonable efforts to rehabilitate and/or retrain an employee on Comp Leave to return, if possible, to their original position or a comparable position within their bargaining unit.
- (5) Employees on Comp Leave shall receive holiday pay for holidays recognized in this agreement under the following conditions:
 - a. The employee performed some work during the work week in which the holiday occurs; and
 - b. The employee worked the last scheduled day before the holiday and their first scheduled workday after the holiday.

Employees on Comp Leave who are eligible for holiday pay shall receive as pay for each holiday the average number of straight time hours per day worked in the week in which the holiday occurs. Employees who work on the recognized holiday shall receive straight time pay for the hours worked plus holiday pay as calculated by the average method described herein.

- (6) Employees on Comp Leave may remain on the seniority list for up to 48 months following the beginning of their Leave. Such employees may request an extension of their seniority beyond 48 months by applying for additional leave not later than 60 days prior to the scheduled termination of their seniority. The Authority shall examine the merits of each application for extended Comp leave and may grant extensions of seniority for up to six months at a time at its sole discretion.
- (7) Employees on Comp Leave will continue receiving hospitalization, optical, dental, and life insurance benefits (appropriate to their pre-leave status) in accordance with the following schedule:

<u>TIME PERIOD:</u>	<u>BENEFIT PAID BY:</u>
Months 1--12	100% paid by Authority
Months 13--24	50% paid by Authority 50% paid by Employee
Months 25--36	25% paid by Authority 75% paid by Employee
Months 37--48	100% paid by Employee

- (8) Employees on Comp Leave who are paying any portion of their benefit premiums must make such payments to the Authority in advance by the 20th of each month for the coming month. Employees who do not make contributory premium payments in a timely manner will be issued COBRA notices and may continue their appropriate benefit coverages only under COBRA guidelines and regulations.

i. RESTRICTIONS AGAINST OTHER EMPLOYMENT

Any employee who, while on an authorized leave of absence provided for in this Section accepts other employment during such leave will be terminated from employment with the Authority effective with the date such information becomes known to the Employer.

j. CONTINUATION OF INSURANCE COVERAGE

During the course of any leave of absence in which the Employer is not providing payment toward insurance coverages, an Employee may continue her/his coverage by full prepayment of monthly premiums. If elected insurance coverages are discontinued due to the failure of the employee to make the necessary prepayments or any other reasons during the course of the leave, such coverages will be canceled and cannot be reinstated until the next annual open enrollment period. The Employer will notify the employee that coverage is due to expire unless payment is made within ten (10) days.

ARTICLE III
DISCIPLINE AND GRIEVANCES

Section 1 - DISCIPLINE

- a. **BASIS AND MANNER OF DISCIPLINE**
The Employer agrees that it will not discipline/ terminate an employee without just cause. Employer administered discipline will be consistent with the Personnel Procedures Manual (PPM). The Employer will consider extenuating circumstances and may recommend counseling or retraining to minimize recurrences.
- b. **TIME LIMITS**
When the Employer feels disciplinary action is warranted, such action must be initiated within three (3) working days of the occurrence of the conditions giving rise to the actions, excluding Saturdays, Sundays and holidays, and the employee's regularly scheduled days off. There shall be no time limit on disciplinary action stemming from driver's license status verifications, on matters arising from criminal actions, or for employees hired after July 1, 1983, for falsification of employment application.
- c. **NOTIFICATION AND CONFERENCE**
No employee, except in cases of investigatory suspension, will be given a written warning, time off without pay, or will be terminated until a conference is held to discuss the matter. When an employee has engaged in conduct which could result in a written warning, time off without pay, or a termination, the Employer will notify in writing the employee and the Union that a conference is required. Upon receiving such notification, the employee will have three (3) scheduled work days to schedule a conference. The employee will be notified in writing of the alleged infraction prior to the conference. If the employee wishes Union representation at the conference, the employee will make such arrangements beforehand. If the employee or steward fail to appear at the scheduled conference or if the employee fails to schedule a conference as required, disciplinary action will be administered in their absence. However, in cases of possible suspension or termination, the employee may be suspended until a conference is held. Except for conferences re-scheduled by the Employer, an employee may re-schedule a conference one time for valid reasons with the approval of the appropriate Department Manager. Conference rescheduling will be done at a mutually agreeable time. A re-scheduled conference must occur within seven (7) calendar days of the original conference date.
- The time spent in the conference by the employee and the steward will be paid. Except in cases of emergency, no relief will be made for the steward or the employee.
- d. **WRITTEN NOTICE OF DISCIPLINARY ACTION**
Discipline will be administered within three (3) days of the conference, excluding Saturdays, Sundays, holidays or the employee's regular days off. In the event the Employer takes disciplinary action, the Employer will furnish the affected employee and the Union a written copy of the action taken. Every employee will have the opportunity to view any disciplinary document that is placed in the employee's file.
- e. **USE OF PAST RECORD**
In imposing discipline on a current charge, the Employer will not base the decision upon any prior infractions of rules or regulations which occurred more than twelve months previously not including any time spent on a leave of absence.
- f. **INVESTIGATORY SUSPENSIONS**
An employee may be suspended pending investigation of charges. Within forty-eight (48) hours of the suspension, a conference will be held with the employee and/or a steward to discuss the matter (excluding weekends and holidays). If the investigation is not complete, an extension of the forty-eight (48) hours will be mutually agreed upon. If at the completion of the investigation the

suspension is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights and all fringe benefits which the employee would have earned during the suspension period. If the suspension is with justification, the time the employee has spent on the suspension will be counted toward any disciplinary action taken.

g. REVIEW OF PERSONNEL FILES

The Union, with specific written consent of the employee, shall have the right to review the contents of the personnel file of an employee within the bargaining unit, upon making the request to the Human Resources Department. An employee, upon making request, shall have the right to review and receive copies of the contents of her/his personnel file through the Human Resources Department within a reasonable period of time. Such review of personnel files must be done in the Employer's offices under the supervision of a person designated by the Employer. When factual disputes arise, the employee may petition the Executive Director in writing to remove said information from the personnel file. The burden of proof shall be with the employee. If the Executive Director concludes that the information is in error, such information will be excised from the document or the document removed from the employee's file. The Executive Director's decision is final and binding upon the parties.

h. COMMERCIAL DRIVERS LICENSES/CHAUFFEURS LICENSES

- (1) All Transportation and Maintenance Department employees must have valid commercial drivers licenses (or other vehicle operating licenses), and the necessary endorsements, to allow them to perform the functions of their position in accordance with State and Federal law and regulations.
- (2) Any Motor Coach Operator or SSMCO who has her/his license suspended or revoked may be terminated. The termination will not be subject to the time restrictions contained in Article III, Section 1. Maintenance employees who have their license suspended or revoked may be suspended without pay for the duration of the suspension.
- (3) An exception to the above rules will apply when an employee has received any violation as a result of faulty Ann Arbor Transportation Authority equipment. In connection with these latter violations, the Employer will allow the employee to drive, if the individual is allowed by the State to drive and if the employee would otherwise have less than the accumulated points allowed. If an employee is not allowed to drive by the State, she/he may be permitted to perform other available work, at the Employer's discretion, for which she/he is qualified; if no such work is available, the employee may take an unpaid leave of absence. In all cases, if a violation occurs because of faulty equipment, the Employer will so state to the prosecuting attorney or court according to the circumstances of the case.
- (4) If a Motor Coach Operator who has accumulated the maximum points allowed to retain commercial vehicle driving privileges later has points removed from her/his records because of a court finding that the points were wrongfully assessed, she/he will be immediately reinstated with full seniority.

i. CONTESTING DISCIPLINARY ACTION

An employee contesting a dismissal, suspension or other disciplinary action must file a grievance within the time limits set forth in Article III, Section 2b(4).

Section 2 - GRIEVANCES

a. DEFINITIONS

A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the expressed terms of this Agreement or the AATA Personnel Procedures Manual; and a contested dismissal, suspension or other disciplinary action.

b. GRIEVANCE PARAMETERS

- (1) The grievance procedure described herein will be the sole mechanism for resolving the issues between the parties.
- (2) The time elements in the Steps may be shortened, extended, or waived upon written mutual agreement between the parties.

No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a "class action" grievance; provided that at least one (1) member of the group of aggrieved employees in the affected class shall be designated in the grievance.

- (3) A grievance concerning unpaid suspensions in excess of four (4) days, or discharge may be processed directly to Step Three of the grievance procedure, upon the employee and/or Union Steward having orally discussed the grievance with the appropriate immediate supervisor. A Step Three hearing will, insofar as possible, be held immediately for safety-related grievances involving circumstances posing an ongoing and immediate harm to persons, equipment, or property.
- (4) Any employee or Union grievance not initiated at Step One of the grievance procedure - within seven (7) calendar days of the occurrence of the conditions giving rise to the grievance, shall not thereafter be considered a grievance under this Agreement.
- (5) Any grievance which is not appealed within the specified time limits set forth in that Step level of the grievance procedure, shall be considered to be settled on the basis of the decision rendered at the previous Step level of the grievance procedure. Time limits may be extended by mutual written agreement, in which case the new date shall prevail. On the first occasion an individual grievance is not answered in writing by the Employer within the applicable time period, the grievance shall be considered to be denied at that Step level and shall be automatically advanced to the next higher step in the grievance procedure. On any subsequent occasion when an individual grievance is not answered in writing by the Employer within the applicable time period, the relief requested by the Union shall be granted. Such relief will be limited to the expressed terms of this Agreement and shall not exceed what is necessary to make the employee(s) whole or to place them back in the state they would have been had the Employer not taken actions which had generated the grievance.
- (6) A grievance on behalf of the employee will be deemed to be withdrawn if the employee voluntarily resigns during the course of the grievance procedure, unless the parties mutually agree to preserve the grievance.
- (7) It is understood that the employee and/or steward will be paid for attendance at Step One and Step Two meetings. The Union President or her/his designee will be paid for Step Three grievance meetings.

c. GRIEVANCE PROCEDURES

- (1) Step One - Any employee having a grievance will discuss the grievance with her/his immediate supervisor within seven (7) calendar days of the act or occurrence giving rise to the grievance. The employee will have the right to have a steward present at the Step One discussion. To be considered a valid Step One discussion, the employee or steward must clearly indicate at the start of discussion that the purpose of the meeting is to present a grievance and will give a written notice to the immediate supervisor who is attending such grievance meeting. If the grievance is not settled orally with the employee's immediate supervisor, then within seven (7) calendar days the immediate supervisor will provide a written Step One grievance answer to the involved employee and

the Union. The grieving employee must be present at the grievance meeting.

- (2) Step Two - A grievance must be submitted by a Union officer in writing to the Human Resources Department within seven (7) calendar days of the Step One grievance answer. The written grievance must contain the name of the employee(s) involved, any known violations, misinterpretations, and misapplications of the express terms of this agreement or the AATA Personnel Procedures Manual and any contested dismissals, suspension, or other disciplinary actions, a summary statement of the relief requested in the grievance, and the signatures of the aggrieved employee (when possible) and a steward. The Human Resources Department will sign and date the grievance indicating receipt. If a meeting is requested by either party, the Department Manager (or designee) will meet with the steward and the grievant, to discuss the grievance within seven (7) calendar days of its written receipt by the Human Resources Department. The grieving employee must be present at the grievance meeting. The Department Manager (or designee) shall give her/his written decision to the steward or other Union official who will sign and date the response indicating receipt, within seven (7) calendar days of the meeting.
- (3) Step Three - Any appeal of a decision rendered by the Department Manager (or designee) shall be presented in writing, to the Human Resources Department by the Union within seven (7) calendar days from the date of written receipt of the answer given by the Department Manager (or designee) stating why the Step Two response was unacceptable. The Human Resources Department will sign and date the grievance indicating receipt. The Executive Director (or designee) will meet with the Local Union President or her/his designated representative and the grievant, if she/he chooses to attend, to discuss the grievance within seven (7) calendar days of its written receipt. The Executive Director (or designee) will render a written decision within seven (7) calendar days of the meeting.
- (4) Step Four - In the event that the Union is not satisfied with the disposition of the grievance by the Executive Director (or designee), the Union must submit a written request for arbitration to the Human Resources Office within thirty (30) calendar days following receipt of the Step Three response. The Human Resources Office will sign and date the request indicating receipt. In the event that arbitration is requested, the grievance will be submitted to the Federal Mediation and Conciliation Service for resolution.

d. ARBITRATION AGREEMENTS

- (1) The Arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing. The Employer will be responsible for the payments of wages of only those employees it calls as witnesses, and only those wages which would otherwise have been earned by those Employer-witnesses while employed by the Employer.
- (2) The Arbitrator will not have jurisdiction to subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute her/his discretion for that of the parties.
- (3) The fees, expenses and filing fees of the Arbitrator shall be paid solely by the non-prevailing party. In the event that the Arbitrator does grant an award in which one (1) party is not granted the total award, then the fees, expenses and filing fees of the Arbitrator shall be shared equally by the parties. If the grievance is withdrawn by the Union after being filed for arbitration, the Union will pay the full filing fees plus the Arbitrator's fee, if any. If the grievance is settled by the parties, the filing fee plus the Arbitrator's fee, if any, will be shared equally by the parties. If the grievance is settled, prior to arbitration, and if the Employer grants the full relief requested, the Employer will pay the filing fees plus the Arbitrator's fee, if any.
- (4) The Arbitrator shall render her/his decision in writing relative to the grievance within thirty

(30) calendar days from the date of the conclusion of the arbitration hearing or submission of briefs, whichever is later. The decision of the Arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union.

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ARTICLE IV

SCHEDULING, BIDDING, AND EXTRA BOARD

Section 1 - HOURS

a. WORK SCHEDULE

Regular full-time work will consist of between thirty seven and one-half (37 ½) and forty five (45) scheduled work hours per week. Part-time work will consist of between fifteen (15) and thirty five (35) scheduled work hours per week. Provided the Employer operates transit service seven (7) days per week, at least ninety percent (90%) of five (5) day full-time work weeks, and at least fifty (50%) percent of all four (4) day full-time work weeks, will have consecutive days off. It is recognized by the Employer that such scheduling must not be arbitrary or be capricious. All run cutting and scheduling of Transportation bids will be made available to the Union for contract compliance review and suggestions not less than twenty eight (28) days prior to any bid. The forty five (45) hour cap may be reduced to no less than 43 hours after July 1, 1999, upon either party serving written notice to the other of such intent. Upon such written notice, the cap reduction will be reflected in the next regularly scheduled bid.

b. OVERTIME

(1) Only time worked in excess of eight (8) hours for employees working an eight (8) hour day or in excess of ten (10) hours for employees working a ten (10) hour day and any time worked in excess of forty (40) regular pay hours per week, will be considered overtime and compensated for at time and one-half (1 ½). Extra-board persons receiving the ten (10) hour straight shifts will be paid at time and one-half (1 ½) for time worked in excess of eight (8) hours. The appropriate supervisor will determine the necessity for overtime and will authorize overtime when required. For the purpose of computing overtime, only time worked will be considered. Time worked shall include only Report Time, Preparation Time, Platform Time, Deadheading Time and Paid Layover Time. All other paid time shall not be considered time worked. Employees will be required to work overtime when requested, if volunteers are not readily available or if service would otherwise be lost.

(2) Full-time employees will be paid overtime at time and one-half (1 ½) for work on their regularly scheduled days off provided they have worked all their regular bid work assignment during the week. Scheduled days off shall be deemed to occur at the end of the work week.

c. EMERGENCY CALL OUT:

When an employee in the Maintenance or Transportation Department who is scheduled for a regular shift or has been previously assigned eight (8) or more hours is either called to return to work or is called in to work early, she/he will receive credit for one (1) hour compensation in addition to the time worked that day. Emergency CALL OUT is defined as a call one-half (½) hour or less before the desired arrival time of the employee. With the specific approval of the Department Manager, a Maintenance Department employee who is called in prior to his/her shift may leave after completing eight (8) hours of work.

d. CALL IN ON SCHEDULED DAY OFF

When an employee in the Maintenance Department is called in on his/her day off, he/she will be paid at least two hours. All hours worked will be paid at applicable wage rates including fringes in accordance with this collective bargaining agreement.

e. ELECTRONIC CALL IN

If a maintenance employee is required to have a computer at home to do monitoring or repairs to the Employer's equipment, such employee will have the system installed in their home, including any additional phone lines, at no cost to the employee. If such employee is successfully able to

accomplish repairs through the computer, they will be paid one hour at their current wage rate. If the employee must report to the Employer's facility to correct a problem that can not be corrected on the computer, the employee shall be paid one hour electronic call in pay in addition to any other call in pay provisions in this section. If a maintenance employee is required to carry a paging device, the Employer will provide it at no cost to the employee.

f. VACATION INTERRUPTION

Any employee who is called in to work while on their vacation will be paid at the rate of one and a half (1 ½) times the normal wage rate for all time worked. Any time worked will be credited back to the employee's vacation bank.

g. LAYOVERS, SPLIT SHIFTS, SPREAD, PREPARATION TIME AND SPECIAL EVENTS

- (1) All layovers between and within work shifts or work assignments, if less than thirty (30) minutes, will be paid and considered time worked.
- (2) A split run is a regularly scheduled day's work consisting of two pieces of work spread over a period of not more than thirteen (13) hours. Work shifts consisting of 4-10's will have no more than eleven and a half (11 ½) hours spread. Split runs when completed within a spread time of twelve (12) hours inclusive shall pay actual schedule time. All such runs not completed within a spread time of twelve (12) hours inclusive shall pay actual schedule time and a premium of one-half (½) time for all such time in excess of twelve (12) hours. This premium will be paid at a straight time rate and shall be paid in addition to all other straight time and overtime payments required by other provisions of this Agreement. No portion of a full time split run shall have less than two (2) hours paid time. A regularly scheduled days work consisting of three (3) pieces of work will, in addition to the regular compensation for the work, pay the time of the shortest period between pieces of work less any scheduled travel time contained in the period and/or any break ascribed to the days work.
- (3) Each time a Motor Coach Operator is scheduled on a run sheet to pull out a vehicle from the AATA facility, ten (10) minutes of paid preparation time will be provided on the run sheet in order for the employee to prepare and inspect the vehicle prior to the beginning of the run.

Section 2 - SHIFT SCHEDULES - DEPARTMENT OF TRANSPORTATION

a. BIDDING

- (1) All shifts will be open for bid at least three (3) times a year, once between the third Sunday in August and the third Sunday in September, once between the third Sunday in May and the third Sunday in June, and once between the third Sunday in January and the third Sunday in February, and at such other times as deemed necessary by the Employer. Except in cases of emergency, the Employer will post notice of a new bid at least six (6) weeks prior to the effective date of the new bid. Notification of bid will include the date for employee input, the date of the posting of the bid, the date of the beginning of bidding, and the date the bid will go into effect.
- (2) Except in cases of emergency, Management staff will be available for an eight (8) hour period to discuss and receive input from any interested employee prior to a Transportation bid cut. Notice of such meeting will be posted at least one (1) week in advance and will include hours and location.
- (3) Except in cases of emergency, the bid will be posted at least twenty-one (21) calendar days prior to its effective date and at least one (1) week before the bidding begins. The posting will show expected duration of the bid and will list the shifts by job classification

and part-time, full-time status, and will show the report time, off-time, and pay hours for each. Shifts which contain work, which will be temporarily suspended, as provided in Article IV, Section 4 will be so designated.

- (4) The Union will designate bid monitors who will be relieved from their regular work assignment and paid at a straight time rate for all time spent as the bid monitor.
- (5) The Employer will prepare and post a bidding schedule which will show the date and the time each employee is required to bid, and will provide up to five (5) minutes' time for each employee to bid. An additional five (5) minutes will be provided when vacation slots are bid. Bidding schedules will be prepared so the selection of shifts can proceed as efficiently as possible, and may require an employee to bid outside her/his regular working hours and days. A day's bidding schedule will be posted at least one (1) day in advance. It will be the responsibility of each employee to be present, to call, or to have provided the bid monitor with a list of at least five (5) choices at her/his required bid time. In the event an employee fails to choose a regular shift or a shift on the extra board within the time allowed, or if she/he has failed to provide the bid monitor with her/his choices, the bid monitor will select a shift for her/him, and such selection will be final. In cases where an on-duty employee's five (5) choices are unavailable at her/his time of bid, an employee will be provided copies of the remaining assignments and shall authorize the bid monitor to select one (1).
- (6) An employee on leave of absence who intends to return to work with the new bid or within thirty (30) calendar days after the effective date of a new bid, must indicate such intention to the Department Manager no later than her/his scheduled bid time. An employee who will be off work thirty (30) days or more during the bid may only select a shift on the extra board at her/his time to bid.
- (7) An employee must bid a shift listed under her/his job classification.
- (8) Bidding will be as follows:

All employees in order of classification seniority.

All full-time employees may only bid work assignments listed as full-time work, and part-time employees may only bid work assignments listed as part-time work. Except for 4-10 work assignments prepared by the Employer, every employee must bid within a single availability period.
- (9) Following the effective date of a bid should the changes in a regular shift exceed sixty (60) minutes, a re-bid of shifts will be required before such changes are put into effect.

b. EXTRA BOARD

- (1) There will be a number of employees on the regular seniority list who do not bid regular full time shifts. These employees constitute the extra board. For the purpose of assigning extra work, the extra board will rotate based on the total amount of pay accumulated (including any hours worked on regularly scheduled days off), so that each employee will have an equal chance to accumulate pay. The pay period will be two (2) weeks long beginning Sunday, A.M., and ending Saturday, P.M., of the second week. A summary of hours worked by each employee will be computed daily. Extra board assignments for a given day will be posted by 3:00 p.m. of the preceding day. Extra board assignments for Sunday and Monday will be posted by 3:00 p.m. of the preceding Friday. The extra board will be so regulated that there is not an excess of operators at any time. However, if there is an excess of employees scheduled to work on Sunday, a number of such employees in order of seniority may substitute a non-working weekday for Sunday. It is understood that no regular operator will do extra work if any extra board

operator is available. Full-time extra board operators who work all scheduled work days and hours in a pay period will be guaranteed a minimum of seventy eight (78) hours pay for that period.

- (2) There will be two (2) extra board availability shifts:
Daytime 5:30 AM - 7:40 PM
Nighttime .. 9:30 AM - 12:00 AM

No extra board operator will be required to work outside her/his availability time except in cases of emergency. Extra board operators will select availability shifts as provided in Article IV, Section 2a. During the bid period, the Employer will provide additional availability shifts when required by the entrance of new employees on the extra board. Any change of twenty-five percent (25%) or more of the total number of full-time extra board operators will require a re-bid of availability shifts and all other extra board work.

- (3) A newly created shift or a shift which is vacant for a known duration of thirty (30) days or more, will be classed as a permanently vacant shift. Such shifts may be bid by an extra board employee in order of her/his seniority, and she/he will hold such shift until the end of the bid period and will no longer be considered a member of the extra board.
- (4) A vacancy of a known duration less than thirty (30) days will be classed as a temporary vacancy. A temporary vacancy of more than one (1) week may be selected as a hold-down for the duration of the temporary vacancy. Employees who select a temporary vacancy as a hold-down will be required to work that run for the duration of the temporary vacancy or until the employees bid on a permanent vacancy. Extra board MCOs who select temporary hold-down assignments will continue to be considered members of the extra board for purposes of assigning overtime.

Availability during this period is determined by the beginning report time and the ending time of the hold-down assignment. In cases where runs begin in nighttime availability (after 9:30 AM), and end in daytime availability (before 7:40 PM), the prevailing availability will be that of the employee's original extra board availability bid.

At the end of the hold-down period, the employee working the hold-down will return to her/his extra board schedule. Full-time employees may not bid part-time hold-downs, nor may part-time employees bid full-time hold-downs.

- (5) Extra work is defined as all unbid regularly scheduled shifts and other special runs supplementing regular service, and charters.
- (6) All extra work will be offered to full time extra board employees before being offered to employees with regularly bid shifts except in the case of mid-day non-scheduled work of less than two (2) hours which may, if the Employer deems appropriate, be assigned to operators of specially designated split shifts. Up to four (4) runs may be designated to perform this work. Notice will be given to employees required to perform such work at least prior to the end of their previous day's shift.
- (7) The Employer will provide an extra board bulletin board located in the Motor Coach Operator sign-in area for the purpose of posting any extra board related matters.
- (8) Full-time extra board operators will be guaranteed two (2) hours minimum pay for each scheduled report.
- (9) Full-time extra board operators shall make assigned call-ins no more than ten (10) minutes before, nor more than fifteen (15) minutes after their scheduled time. Except in cases of emergency, no extra board operator will be assigned more than two (2) call-ins per availability shift.

- (10) Operators who make missouts will be considered as extra board MCO's for the day of the missout. Their availability hours are determined by the time they report to work. The eight (8) hour spread between the end of that work day and the start of the next day's assignment will still apply. Late returns from lunch or late street reliefs, wherein MCO's perform their assignment, will be considered missouts but will not be considered extra board members.
- (11) MCOs performing late evening work will be guaranteed eight (8) hours break between the ending of one shift and the beginning of the next shift.
- (12) Open work assignments will be covered in the following order:
 - a. For MCO work:
 - (1) Extra board MCOs scheduled to work that day who have not met guarantee pay status, without regard to volunteer status.
 - (2) MCOs who have signed up for extra work on the posted volunteer list. Assignments will be made in the following order:
 - a. Extra board MCOs scheduled to work that day regardless of accumulated work hours.
 - b. Extra board MCOs on their scheduled day off.
 - c. MCOs with a bid run working that day.
 - d. MCOs with a bid run on their day off.

Assignments in the aforementioned categories will be based on seniority from the top down.

- b. For non-MCO work, volunteers within classification will be utilized first if they are available. If volunteers are not available, Extra Board operators scheduled to work at straight time that day may be used. If no such Extra Board operator is available, employees will be forced within classification before going outside the classification.
- c. If assignments remain unfilled, assignments will be made using the categories in the same order but based on inverse seniority.

Regular operators who have midday runs (commencing between 9:00 AM and 1:00 PM) may be utilized within either day or night availability for the week. Once a regular midday operator has been given extra work within a particular availability, all additional extra work assigned that week must also be within the same availability period unless the operator volunteers for other times.

VOLUNTEER LIST

- (1) The Authority will post a volunteer assignment list for each classification each Wednesday for the following week.
- (2) All Transportation employees may sign up to work during specified time blocks for each day of the week. No Transportation employees will be required to work outside of the block for which she/he has signed up.
- (3) Extra board MCOs may sign up for extra work/ overtime in one or both availability shifts for each day of the week.

Regular part-time MCOs can volunteer to fill open work assignments in the application of

the above schedule based on thirty-five (35) hours worked per week.

- d. When work becomes available during the current work day and all extra board volunteers or non-volunteers and regular volunteers have been exhausted, regular MCOs working that day will be required to work overtime. The assignment will be determined based on lowest seniority working after the work becomes available, who completes their work assignment in time and location to receive the extra work.
- e. If all extra board operators have been scheduled, then runs may be broken up in order to avoid forcing any employee into overtime when volunteers are readily available. It is understood that work assignments begun by an employee will be completed by the employee assigned unless otherwise determined by the Employer.
- f. Runs are assigned to the extra board MCOs in the following order starting at the top of the rotation.

Based upon availabilities:

- a. Early morning straight
- b. Splits
- c. Midday straights
- d. Late straights
- e. Reports
- f. Call-ins

Regular services must be covered first. After published services including Senior Ride, have been covered the other services (charters, football and art shuttles, backups, etc.) shall be covered.

Extra board will rotate based on the amount of pay each MCO has accumulated in her/his regular assigned days in the current pay period.

c. **DEADHEAD TIME**

Employees who are asked to deadhead or shuttle between the Ann Arbor Transportation Authority headquarters facility and the starting or ending point of their runs will be paid for such reasonably scheduled deadhead time. In cases of dispute, the Safety Steward will accompany the Manager of Transportation or her/his designee to determine a reasonable deadhead time by time of day.

d. **TRAVEL TIME**

- (1) Employees who are not scheduled to deadhead or shuttle between the Ann Arbor Transportation Authority headquarters facility and their relief points will be paid additional time equivalent to the scheduled running time on fixed-route service between the Ann Arbor Transportation Authority facility and the relief point. In the event an employee must wait for a bus, such waiting time will be considered travel time.
- (2) Reliefs made without deadhead or shuttles will be made only when fixed-route service is in operation between the relief point and the Ann Arbor Transportation Authority headquarters facility.
- (3) a. If an employee is reporting to the facility and is using the bus system for the trip to work, provided the scheduled arrival time to the facility is earlier than the scheduled report time of the employee, and due to circumstances beyond the employee's control the bus is late arriving at 2700 South Industrial, then the employee will not be charged with a missout. If scheduled arrival time is the

same as or later than the scheduled report time, then a missout will be charged.

- b. Extra board employees assigned to report to 2700 South Industrial and subsequently assigned to work at the Downtown Transit Center will be given travel time from 2700 South Industrial to the Downtown Transit Center and return to 2700 South Industrial.
- (4) Breaks between all scheduled work assignments occurring Monday through Friday that exceed one and one half (1 1/2) hours will be paid travel time. Breaks between all scheduled work assignments occurring on Saturday and Sunday that exceed two (2) hours will be paid travel time.
- (5) Travel time will be provided at straight time equivalent to the scheduling running time on fixed route service between the AATA facility and the relief point.

Section 3 - SHIFT SCHEDULES - ALL OTHER EMPLOYEES

Other employees in the bargaining unit will have a regular work schedule which will be established and posted by the Employer at least seven (7) days prior to the effective date. All shift schedules will be open to bid at least twice a year. The Union will designate a bid monitor from the Maintenance Department who will be relieved from her/his regular work assignment and paid at straight time rate for all time spent as bid monitor. The Employer may modify employee work schedules from one (1) bid to the next when necessary based upon the operational needs of the Employer. Within a bid period, the employee's regular work schedule may be modified with her/his consent. Employees may bid such schedules in order of their seniority within their classification within their full-time or part-time status. Except in cases of emergency, Management staff will be available for an eight (8) hour period to discuss and receive input from any interested employee prior to a departmental bid cut. Notice of such meeting will be posted at least one (1) week in advance and will include hours and location. The Maintenance Department shift schedules will be established such that ninety (90%) percent of its employees will have consecutive days off and eighty (80%) percent at least one of the following: a Friday, a Saturday, or a Sunday.

Section 4 - MAINTENANCE DEPARTMENT OVERTIME

All Maintenance employee will be subject to the overtime provisions as specified below:

1. Forty eight (48) hour notice of overtime assignments will be provided in order to cover bid vacation blocks and scheduled training.
2. It is understood that emergencies and/or operational needs may occur which would require the performance of overtime. The Department Manager will make a good faith effort to secure volunteers in such instances. However, if volunteers are not readily available, overtime will be assigned to available employees in order of inverse seniority.
3. Employees will not be required to work in excess of 12 hours during the course of a shift.
4. Employees will not be required to work in excess of 8 hours on a scheduled day off.

Section 5 - TEMPORARY SUSPENSION OF SERVICE

Whenever the Employer determines it necessary to temporarily suspend service or portions of service, the following will apply:

- a. **EMPLOYEES REPORTING PRIOR TO NOTIFICATION**
Employees due to report, and having reported at their scheduled report time at the designated report point, will be paid for their normal shift assignment, or at the Employer's option, assigned work equivalent to the employee's scheduled shift assignment.

b. NOTIFICATION OF EMPLOYEES

Notification of each employee that service has been suspended or cancelled one (1) hour before an employee's report time will relieve the Employer of any obligation of payment of such employee. If the Employer has reasonably attempted to notify an employee that service has been suspended or cancelled at least one (1) hour before the employee's report time but without success, and the employee reports at her/his report time at the normal report point, she/he will receive two (2) hours pay. Employees without current telephone numbers on file with the Employer and/or without operational telephones are not entitled to any compensation due to the cancellation or suspension of service.

c. SUSPENSION OF SPECIAL SERVICES

An exception to the above will be when the suspension of service is directly related to the schedule of the public school system or any other subscription or special services. In such cases, affected Motor Coach Operators will work the remaining portion of their scheduled run or serve on the extra board.

d. UTILIZATION OF FRINGE

Employees shall be able to use vacation leave as compensation for time missed as a result of the suspension of service.

ARTICLE V
FRINGE BENEFITS

Section 1 - SICK LEAVE

a. ACCUMULATION RATE

Each employee covered by this Agreement shall be entitled to sick leave pay, accumulated at the rate of .037 hours per straight time hour worked. No sick leave pay shall be accumulated on overtime.

b. AUTHORIZED USE

Sick leave pay shall be granted to an employee when she/he is incapacitated from the performance of her/his duties by sickness and/or injury. Sick leave shall also be granted to each employee covered by this Agreement when a member of the employee's immediate household plus parents and children requires the care and attendance of the employee due to illness or injury. The Employer reserves the right, in cases of suspected abuse of sick leave pay, to require the submittal of medical documentation to verify the illness or injury.

Employees with less than three (3) attendance credits on record at the time of reported illness or injury must submit documentation from a medical doctor following the first day of the illness or injury prior to returning to work.

Employees with three or more (3+) attendance credits may receive paid sick leave benefits beginning with their first day of absence. Employees with two (2) attendance credits may receive paid sick leave benefits beginning with their second consecutive day of absence. Employees with one (1) attendance credit may receive paid sick leave benefits beginning with their third consecutive day of absence. Employees with zero (0) or less attendance credits may receive paid sick leave benefits beginning with their fourth consecutive day of absence.

Employees with three (3) or more attendance credits on record at the time of reported illness or injury must submit documentation from a medical doctor if absent five (5) or more consecutive working days prior to returning to work and will be eligible to receive sick leave pay beginning with the first day of absence.

c. NOTICE OF ILLNESS

An employee who is unable to perform her/his duties, because of illness or disability, shall notify her/his immediate supervisor of that fact at least forty-five (45) minutes before the start of her/his work day. Exceptions to this rule will apply when the supervisor is scheduled to go on duty less than forty-five (45) minutes prior to the beginning of an employee's shift. In such cases, employees must notify their supervisors within fifteen (15) minutes of the time the supervisor is scheduled to go on duty. All notifications of illness must be made personally by the employee on the day the employee will not be able to work, not more than four (4) hours before the start of the employee's work assignment. In the event that an illness or injury extends beyond the first (1st) workday, the employee and the employee's immediate supervisor may make arrangements as to the frequency of continued notification by the employee of the illness or disability.

d. PALLBEARER

Employees who have been asked to serve as a pallbearer may take up to one (1) day's sick leave with pay to perform this service, provided documentation is received by the Employer. This will be considered pre-approved sick time.

e. SICK LEAVE INCREMENTS

Accumulated sick leave hours will be paid on days or portions of days of illness up to an amount equivalent to an employee's regular daily scheduled pay hours or the maximum amount of sick leave hours available, whichever is less.

f. ACCOUNT REDUCTION:

Prior to October 1, 1997, employees may cash out as much of their accumulated sick time exceeding 200 hours as they wish at the wage rate then in effect by providing the Employer written notice of their desire to cash out at least fifteen (15) days in advance. All cash outs are subject to applicable required employee tax withholdings.

Effective October 1, 1997, employees may cash out as much sick time as they wish up to the total they have in their account two times each year. Cash outs will be paid at the rate of fifty per cent (50%) (less applicable required employee tax withholdings) of the employee's wage rate at the time of the cash out. By providing the Employer written notice of the desire to cash out some portion of their sick time by November 15 each year, the cash out will be included on the Employee's first pay period in December. By providing the Employer written notice of the desire to cash out some portion of their sick time by May 15 each year, the cash out will be included on the Employee's first pay period in June.

g. PAYMENT OF UNUSED SICK LEAVE AT RETIREMENT OR DEATH:

In addition to compensation for absence due to sickness, an employee who dies before retirement, who retires from service after reaching the age of 62, or who retires before the age of 62 and is permanently unable to perform their job duties as a result of a disability, injury or illness will be paid at her/his current rate all of the unused sick leave days accumulated.

h. PAYMENT FOR UNUSED SICK LEAVE AT RESIGNATION:

Employees who voluntarily resign their employment will be paid fifty per cent (50%) of their accumulated sick leave at their current pay rate provided they have given the Employer at least two weeks notice prior to their resignation and the employee works all scheduled assignments without absence prior to their resignation and does not have any absences that are not approved by the Employer after giving the Employer notice of their termination and before the actual date of their termination.

i. SICKNESS AND ACCIDENT POLICY

Full-time employees and elective Part-time employees will be entitled to receive payment under a Sickness and Accident Policy subject to the following provisions:

- (1) Payment under the Policy will commence with the thirty-first (31st) day of illness/injury, except in cases of hospital confinement when payment will commence on the first day.
- (2) The Policy will pay a benefit of sixty (60%) percent of the employee's base wage rate multiplied by forty (40) hours per week for full-time employees and thirty (30) hours per week for elective part-time employees.
- (3) The duration of the coverage is for twenty-six (26) consecutive weeks.
- (4) Accumulated sick leave hours will be paid to employees during the thirty (30) day waiting period subject to the restrictions in Article V, Section 1 b. Sick leave pay will not be provided during the period in which S&A Benefits are being received by an employee.
- (5) Employees will be entitled to use accumulated vacation time during the thirty (30) day waiting period in cases of illness/injury if accumulated sick time is exhausted.
- (6) Employees will be entitled to use accumulated sick time and vacation time following the exhaustion of S&A Benefits. In such cases, available sick time must be completely exhausted before vacation time can be used.

Section 2 - PHYSICAL EXAMINATION

All employees will be required to undergo biennial physical examinations based upon U.S.DOT driver standards. An employee may elect to have the examination conducted by her/his personal physician or

the Employer-designated physician. Time spent undergoing an examination conducted by the Employer-designated physician will be paid (up to two (2) hours at straight time). Time spent undergoing an examination conducted by the employee's personal physician will not be paid. If an employee elects to use her/his personal physician, the employee will be responsible for payment of the physician's services. Utilization of the personal physician is subject to her/his agreement to follow the U.S.DOT guidelines and report the results to the Employer.

The Employer agrees to pay the full cost of all other examinations by an Employer-designated physician required of the employee by the Employer.

Section 3 - FUNERAL LEAVE

All employees covered by this Agreement shall be granted up to five (5) consecutive days off for a death in the employee's immediate family. No payment will be made for any part of the five (5) days when the employee is not scheduled to report to work. Payments will not be charged to the employee's allowable sick leave. The immediate family shall be defined as mother, father, sister, brother, mate, daughter, son, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepparents. Additional time off, when required, for such funeral shall be granted, and such additional time shall be charged to the employee's sick leave account.

Section 4 - HOLIDAYS

a. SPECIFIED HOLIDAYS

Each eligible employee will receive eight (8) hours' pay for the following holidays:

- | | |
|-----------------------|-------------------------------|
| - New Year's Day | -Martin Luther King Birthday |
| - Easter Sunday | -Memorial Day |
| - Fourth of July | -Labor Day |
| - Thanksgiving Day | -Christmas Day |
| - Employee's Birthday | - Employee's Anniversary Date |

b. PAY PROVISIONS

In the event an employee works on a holiday, she/he will receive straight time pay for the hours worked and holiday pay. In the event that the employee is on vacation on any of the above-named holidays, that day will not be charged as a vacation day. In the event that the employee is on sick leave on any of the above-named holidays, and is entitled to sick leave pay, subject to the provisions in Article V, Section 1 b., the employee shall not have that day charged against her/his earned allowable sick leave.

For anniversary dates, an employee may apply to take the day off on any day within the month in which the anniversary date occurs. If the request cannot be granted or if the employee chooses not to make such request, he/she will receive eight (8) hours straight time pay in lieu of time off.

For birthdays, an employee may apply to take the day off on any day within the month in which the birthday occurs. Request for time off will be processed on a first come, first serve basis. If the request cannot be granted, or if the employee chooses not to make such request, he/she will receive eight (8) hours straight time pay in lieu of time off.

Martin Luther King Birthday will be a floating holiday and an employee may request to take any day within the calendar year as their Martin Luther King Birthday holiday. If the employee's request cannot be granted or if the employee chooses not to request a specific date to take the holiday, he/she will receive eight (8) hours straight time pay in lieu of time off.

Requests for birthdays, anniversaries, and Martin Luther King Birthday holiday will be given preferential status for the purpose of time off requests.

c. ELIGIBILITY FOR PAYMENT

The employee must work her/his entire last regularly scheduled work shift prior to the holiday and her/his first scheduled work day after the holiday in order to be eligible for holiday pay, unless the employee is on vacation or unless otherwise legitimately excused. The determination of legitimacy is vested solely in the Employer. In the event service is scheduled on holidays, it will be posted and bid by seniority.

Section 5 - LUNCH AND BREAK PERIODS

a. MCO'S

All Motor Coach Operators working an eight (8) hour shift will be entitled to an unpaid lunch break of thirty (30) minutes, which will be scheduled between the third (3rd) and sixth (6th) hours. All Motor Coach Operators working a ten (10) hour shift, will be entitled to two (2) thirty (30) minute unpaid breaks or one (1) hour unpaid break. The first break will occur between the third (3rd) and fifth (5th) hours and the second break between the fifth (5th) and eighth (8th) hours, a one (1) hour break must begin during the fifth (5th) or sixth (6th) hour.

b. ALL OTHER EMPLOYEES

All other employees working an eight (8) hour or ten (10) hour shift will be entitled to one (1) thirty (30) minute unpaid lunch break per shift.

c. PART-TIME AND OVERTIME BREAKS

All employees working less than an eight (8) hour shift will be entitled to a fifteen (15) minute unpaid break for every complete three and three-quarters (3-3/4) hours worked. If an employee is working overtime, she/he will be entitled to a fifteen (15) minute unpaid break for every complete four (4) hours worked.

Section 6 - VACATIONS

a. ACCUMULATION

Employees will accumulate vacation leave for each hour worked at straight time as defined in Article IV, Section 1 (b). All eligible employees will receive vacation time based upon the employee's anniversary date, as follows:

Date of hire to end of 1st year worked	.033 hr. per 1 hr.
Beginning of 2nd yr. to end of 4th yr. worked	.065 hr. per 1 hr.
Beginning of 5th yr. to end of 10th yr. worked	.10 hr. per 1 hr.
Beginning of 11th yr. to end of 15th yr. worked	.11 hr. per 1 hr.
Beginning of sixteenth yr. and over worked	.12 hr. per 1 hr.

Vacation time will not be accumulated on overtime hours.

b. UTILIZATION

The Employer will keep records of accumulated vacation leaves and will approve vacation leave with particular regard to the seniority of employees, in accordance with operating requirements and insofar as possible with the written request of the employees.

With the exception of up to ten (10) vacation days per year, which may be used for periods of less than an entire week, vacation leave or the combination vacation and paid holiday must be taken in a minimum of forty (40) hour blocks for full-time employees and thirty (30) hour blocks for part-time employees unless otherwise approved by the Employer. In no case will vacation time be taken in less than eight (8) hour increments unless approved by the Employer.

Selection of vacation blocks will be made twice a year. Employees may only bid vacation time that has been earned as of the date the vacation bid begins. Unfilled vacation blocks and/or blocks that subsequently become open, will be filled at the discretion of the Employer based on operational needs. If an employee does not have sufficient vacation leave to cover a bid vacation block, the vacation will be subject to cancellation by the Employer.

Employees may cash out up to the maximum number of hours in their vacation account at any time during each contract year. In order to cash out any vacation, however, an employee with less than four years of seniority must have taken at least five (5) vacation days prior to a cash out. An employee with more than four years of seniority must have taken at least ten (10) vacation days prior to a cash out. Vacation cash outs will be paid as a part of the first regular payday of the calendar month and must be in multiples of twenty (20) hours unless approved by the Authority. Employees wishing to receive a vacation cash out must provide the Employer with a written request no later than the fifteenth (15th) day of the month preceding the month in which the cash out will be paid. Employees may only cash out vacation leave that is not bid.

TRANSPORTATION DEPARTMENT

The Employer will determine the total number of vacation slots available, however, at least six percent (6%) of all bargaining unit members in the department will be allowed to bid vacation slots during each week from September through May of each year; and at least seven percent (7%) of all bargaining unit members in the department will be allowed to bid vacation slots during each week from June through August of each year. An exception to the availability of vacation slots will be made during the week of Art Fair when no more than three percent (3%) of all bargaining unit members in the department will be allowed to bid vacation slots.

One additional slot will be created and used throughout the year for birthdays and single day off requests. This slot will not be available during the week of Art Fair.

Motor Coach Operators and Special Service Motor Coach Operators desiring to cancel a scheduled vacation must submit a written request for cancellation to the Transportation Department no less than twenty-one (21) days prior to the scheduled vacation start period. The Transportation Department will post the vacation block opening on Friday of the week in which the request is made and the posting will remain for seven calendar days. Operators desiring to take the week of desired cancellation will sign up for same and when the seven day period is up, the senior operator desiring the week for which cancellation is requested will be advised that the vacation is approved. The vacation block will be filled based on seniority. If no operator signs up for the week for which cancellation has been requested, the original Operator will still be assigned the vacation. Based upon operational needs, the Employer may cancel the posted week without resulting in a penalty of any sort to the Operator making the request for a change.

In order to apply for an open vacation block at any other time, an employee must submit a request to the employer at least twenty-one (21) days in advance (unless excused by the Employer).

MAINTENANCE DEPARTMENT

A minimum of three (3) vacation slots will be made available for bid by mechanics from April 1 through September 30 of each year of this agreement. A minimum of two (2) vacation slots will be made available for bid by mechanics from October 1 through March 30 of each year of this agreement. In addition, one slot each week will be provided for the following support groups: Tire Person, Facilities and Maintenance, Parts Clerks, and Paint and Body Repair. One slot each week per year will be allotted for members of the Service Crew. No vacation slots will be available for Maintenance Department employees for the week prior to Art Fair Shuttle Service .

With the exception of mechanics, no Maintenance Department employees may have vacation slots during the week of Art Fair Shuttle Service. Employees in Facilities Maintenance, Paint and Body Repair, and Parts Clerk may not select slots that result in all members of the classification being absent at the same time; furthermore, at least a one (1) week interval must occur between these employees' vacations.

c. **MAXIMUM ACCUMULATION**

Vacation hours that have been bid in advance are considered to be encumbered for purposes of calculating maximum accumulations of vacation benefits. Vacation hours that have not been bid in advance are considered to be unencumbered hours. The maximum number of unencumbered hours of vacation an employee may carry into a new contract year is limited to the following amounts:

<u>LENGTH OF SERVICE</u>	<u>MAXIMUM ACCUMULATION</u>
Date of hire to end of 4th year	80 hours
Beginning of 5th year to end of 10th year	90 hours
Beginning of 11th year to end of 15th year	100 hours
Beginning of 16th year and over	110 hours

d. **VACATION PAY ADVANCE**

In the event that a regular payday falls during an employee's vacation, and the employee is on vacation for two (2) weeks or longer, the employee will be entitled to receive that check in advance, prior to going on vacation, provided the employee has made such requests in writing to the Employer two (2) weeks before the employee is scheduled to begin her/his vacation.

e. **PAYMENT FOR UNUSED VACATION UPON TERMINATION**

Upon termination of employment, employees are entitled to receive reimbursement for any earned, but unused, vacation except in the following situations:

1. If the employee fails to give at least two (2) weeks notice of voluntarily terminating their employment.
2. If the employee has any absences that are not approved by the Employer after giving the Employer notice of their termination and before the actual date of their termination.
3. If the employee is terminated during their probationary period.

Section 7 - JURY DUTY

Upon receipt by the Employer of written documentation, an employee who is requested to appear for jury qualification or service shall receive her/his pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service. In the event that the employee is subpoenaed by the Employer as a witness in any case connected with the employee's employment, the employee will be paid for her/his lost time, less any compensation paid to the employee by the courts. The above shall apply only for such time spent by the employee in fulfilling her/his jury duty responsibilities, excluding travel time. An employee is expected to make her/himself available for work when attendance in court is not required.

Section 8 - MEDICAL, OPTICAL, DENTAL AND LIFE INSURANCE

All insurances will be provided within a Flexible Benefits Plan. Vacation conversion options will not be included in the plan. In connection with the plan, employees will be able to use excess credits (at full value) to purchase additional coverage, including contributions to the dependent care and/or medical care reimbursement plans. Under the plan, employees will be entitled to waive insurance coverage (except life and Sickness and Accident) provided the employee can document that she/he has coverage of core requirements through a spouse or other source. If a cash out election is made, the employee will receive a cash out at the rate of sixty six and six tenths percent (66.6%) of the available excess credits for medical coverage (less applicable required employee tax withholdings). Employees may "roll-over" one hundred percent (100%) of their available excess credits for medical coverage directly into their accounts without deductions for Authority withholdings. Available excess credits will be based upon the lowest priced medical coverage for which the individual would qualify if she/he were taking such coverage, regardless of any medical coverages the employee may have had in the past. Cash payments will be subject to taxes and will not be subject to pension contributions.

a. **MEDICAL COVERAGE**

During the first year of this agreement, the Employer will pay the full premium for each employee according to their eligibility status for the Care Choices (HMO) 250 Plan (including the Rx5/10 Prescription Rider and the Family Continuation Rider) coverage existing as of July 1, 1997, or up to the same amount toward other available medical coverages. Premiums in excess of this amount for coverage under any other plan will be paid by the employee.

In each subsequent year of this agreement, the base rate will be the previous year's benefit rate (by eligibility status) for the Care Choices (HMO) 250 Plan. Medical coverage rate increases (using the base rate) for each year of this agreement will be shared as follows:

The Employer will pay up to the first 12% of premium increases.

The Employee will be responsible for paying premium increases in excess of 12.0% up to 16.0 %.

The Employer, if necessary, will pay premium increases in excess of 16.0% to 20%.

Payment of premium increases in excess of 20.0% will be the responsibility of the Employee.

Premiums for coverage under any other plan in excess of the amount calculated for Care Choices (HMO) 250 Plan under this formula will be paid by the employee. Employer paid premiums calculated as described in this section will be provided only for full-time non-probationary employees and eligible dependents. Medical coverage will be offered to eligible employees through their choice of High Benefit Blue Cross/Blue Shield Master Medical Plan, Care Choices(HMO),M-Care(HMO),or M-Care Alternate Point of Service (POS) Plan E.

Upon the expiration of this Agreement, the Employer's contribution toward the monthly premiums will be maintained at the contribution level in effect during the fifth year of the agreement, unless otherwise agreed by the parties.

MEDICAL BENEFITS FOR RETIREES

The Employer further agrees to pay the full monthly premiums for medical complementary coverage in coordination with Medicare/Medicaid benefits for employees retiring during the life of this Agreement who have attained the age of sixty-five (65) and completed fifteen (15) or more years of continuous service with the Employer.

Employees who retire during the term of this agreement at the age of sixty two (62) or more, (but less than sixty-five (65), and have at least fifteen (15) years of continuous service with the Employer, will receive single individual medical coverage at no cost to the employee.

For the life of this Agreement, Employees who retire before reaching the age of sixty two (62) may obtain medical coverage at their own expense under the Employer's group plans. Such employees will not be eligible for Employer paid medical benefits upon reaching age sixty-two (62) or more.

For the life of this Agreement, employees who retire after the age of 50 who have completed at least ten (10) consecutive years with the Employer, and those retiring at age sixty-two (62) or older may purchase medical coverage for their spouse and other eligible dependents at their own expense through the Employer's group plan.

PAYROLL DEDUCTION

If an employee makes an election for medical coverage which will require the employee to pay any portion of the monthly premiums, she/he will be required to execute a payroll deduction authorization to cover her/his share of the premiums at the time the election is made.

SELECTION OF MEDICAL CARRIERS

The Employer reserves the right to cancel any medical carrier that does not maintain at least ten percent (10%) of the eligible bargaining unit workforce under its coverage. If enrollment in Care Choices falls to less than ten percent (10%) of the eligible workforce, the Employer may substitute the lowest cost coverage remaining available to the employees as a replacement for Care Choices coverage in this agreement.

b. OPTICAL

Effective July 1, 1997, the Employer will provide an optical benefit equal to \$225 during a 24 month period for all eligible full-time non-probationary employees and their dependents. Effective July 1, 1999, the Employer will provide an optical benefit equal to \$275 during a 24 month period for all eligible full-time non-probationary employees and their dependents. The Employer will decide which carrier will provide optical benefits under this Agreement and reserves the right to provide optical benefits under a self-insured plan.

c. DENTAL

The Employer will provide the following dental benefits for all eligible full-time non-probationary employees and their dependents:

1. Low Option Plan providing an annual benefit maximum per person of \$500.
2. High Option Plan providing an annual benefit maximum per person of \$1,500, including an orthodontia benefit of 50% of costs to a maximum of \$2,000 in any lifetime.

Effective July 1, 1999, all existing and applicable co-pay requirements for dental insurance will be limited to no more than ten percent (10%) for employees. The Employer will decide which carrier will provide dental benefits under this Agreement and reserves the right to provide dental benefits under a self-insured plan.

d. LIFE

Effective July 1, 1997, the Employer agrees to pay the full monthly premium for \$35,000 of term life insurance for all full-time non-probationary employees. Effective July 1, 1999, the Employer agrees to pay the full monthly premium for \$40,000 of term life insurance for all full-time non-probationary employees. Effective July 1, 2001, the Employer agrees to pay the full monthly premium for \$45,000 of term life insurance for all full-time non-probationary employees. Effective July 1, 1997, the Employer agrees to pay the full monthly premium for \$15,000 of term life insurance for all non-probationary regular part-time employees. The Employer further agrees to pay the entire cost of term life insurance for retiring full time employees who have completed fifteen (15) or more years of continuous service with the Employer and have reached the age of 59 1/2. Life insurance benefits will be provided for retirees according to the following schedule:

<u>AGE of RETIREE</u>	<u>COVERAGE</u>
59 ½ but less than 65	\$30,000
65 but less than 70	\$20,000
70 but less than 75	\$15,000
75 and over	\$10,000

ADDITIONAL DEPENDENT COVERAGE

If the Employer's group life insurance carrier permits, employees are entitled to subscribe to group life insurance for their families as follows:

<u>Coverage</u>	<u>Amount</u>
Spouse	Up to \$50,000
Children	
- Age six months to nineteen years	\$10,000

Cost of the coverage will be paid entirely by the employee.

e. **COVERAGE FOR PROBATIONARY EMPLOYEES**

If a newly hired full-time or part-time probationary employee elects to acquire the insurance plans available at the time of hire, she/he will be responsible for payment of the entire monthly premium costs of the insurances elected through payroll deduction. The first day of the month following the end of the probationary period, the employee will be entitled to insurance benefit contributions from the Employer referenced in Article V, Section 8. Provisions of this paragraph would not be in effect for employees whose probationary period is extended thirty (30) days beyond the normal probationary period.

f. **INSURANCE COVERAGE FOLLOWING CHANGE OF STATUS**

Whenever an employee changes her/his status (from part-time to full-time or vice versa), the change in the level of employee contribution will go into effect the first day of the month following the change in status.

g. **DISCONTINUATION OF INSURANCE COVERAGE**

If an employee elects to discontinue any insurance coverage, she/he will not be allowed to reinstate such coverage until the next open enrollment period for any reason. (This provision is applicable to all insurance programs referenced in Article V, Section 8.)

h. **ELIGIBILITY**

Eligibility, coverage and benefits under Authority provided medical, dental, optical, and life insurance benefit plans are subject to the availability of such plans and coverage and the terms and conditions, including any waiting period or other time limits, contained in the contracts between the Authority and the carrier or provider. Any rebates or refunds on premiums paid by the Authority shall accrue to the Authority. The Authority reserves the right to select the carrier or provider, to change carriers or providers, and to become self-insured following discussion and input on such changes from the Union. The only liability assumed by the Authority under this Section is to pay the premiums as provided herein. No matter contained in this Section, except failure to pay premiums, shall be submitted to the Grievance Procedure. For purposes of determining eligibility for spouses and dependents, the definitions and guidelines utilized by the Internal Revenue Service shall be used.

Section 9 - PENSION PLAN

All regular employees, with the exception of permanent part-time employees, covered by this Agreement shall be provided with a pension plan, in which the Employer shall furnish such plan according to the following specifications:

- a. **TYPE OF PLAN**
Money purchase (defined contribution).
- b. **FUNDING AGENCY**
Best's Rated Insurer, to be procured by the Employer.
- c. **RATES**
Employee: Three percent (3%) of earnings. An employee may voluntarily contribute up to an additional ten percent (10%) of earnings beyond the employee's mandatory three percent (3%) of earnings (thirteen percent (13%) maximum).

Employer: Nine percent (9%) of earnings. (Subject to Section 9 o. - Pension Pick-Up.)
- d. **COMPUTATION**
The Employer's and the employee's pension contributions will be computed against the effective wage, plus overtime.
- e. **ELIGIBILITY**
All regular employees with the exception of permanent part-time employees are required to participate in the Pension Plan.
- f. **VESTING**
One hundred percent (100%) of the Employer's contribution will be fully vested after five (5) years of employment with the Authority.
- g. **BENEFITS AT RETIREMENT**
At retirement, each participant elects the type of annuity desired or elects to receive the balance of the account in cash. Several optional forms of annuities are available, either as fixed annuities which are fully guaranteed and/or variable annuities, with guarantees or mortality and expenses.
- h. **BENEFITS AT DEATH**
Before retirement, the participant's account value will be paid to the beneficiary, in either a lump sum or an annuity. After retirement the benefits will be determined by the form of annuity which the participant elected at retirement.
- i. **TERMINATION**
The participant's vested account value will be used to purchase a deferred annuity commencing at retirement age or at an earlier age, if eligible, or will be paid as a cash contribution.
- j. **BENEFITS AS A RESULT OF DISABILITY**
Participants who become totally or permanently disabled may elect to receive a total contribution of their accounts in cash or as an annuity or a combination of the two.
- k. **RETIREMENT AGE**
Normal retirement age is seventy (70) years (first day of the month following). An extension of employment may be permitted by the Employer, but no additional contributions will be made past the normal retirement age.
- l. **EARLY RETIREMENT**
The employee may elect early retirement after age fifty (50) and with ten (10) years of service.

- m. **WITHDRAWAL**
Vesting benefits may be paid in cash or at the option of the employee, a deferred annuity may be elected.
- n. **DISABILITY**
If the employee qualified for disability under the provisions of the Social Security Act, the employee will be eligible for disability retirement.
- o. **PENSION PICK-UP**
The compensation paid to a Participant will be reduced by the amount of the Employee contribution. The Employee contribution shall be paid ("picked up") by the Employer in lieu of being paid by the Employee. Such amounts paid by the Employer shall be designated as Employer contribution for purposes of any tax treatment of the contributions. This provision will only become effective if the Employer obtains a private ruling from the I.R.S. stating that implementation of this provision will reduce the effective taxable income of the participant.
- p. **REPRESENTATION ON BOARD OF TRUSTEES**
The AATA Board of Directors will appoint one (1) member of TWU, Local 171 to serve as a pension plan trustee.

Section 10 - PART-TIME BENEFITS

Part-time employees will receive fringe benefits in accordance with Article II, Section 9.

If a part-time employee makes an election for hospitalization insurance coverage, she/he will be required to execute a payroll deduction authorization to cover her/his share of the monthly premiums at the time the election is made.

Section 11 - EDUCATIONAL BENEFITS

The Employer will provide a maximum of six hundred dollars (\$600) per employee each year for the cost of tuition and books at any accredited learning institution for the successful completion of courses of study that will lead to self improvement. Employees must secure the approval of the Employer at the start of their intended course work in order to be eligible for the benefits described herein.

Section 12 - BULLETIN BOARDS

The Employer will provide individual bulletin boards for maintenance, operational, and clerical employees to be used exclusively by the Union. The Union agrees not to post on its bulletin boards any material which is in violation of any person's constitutional or civil rights. All posting will be restricted to these bulletin boards.

Section 13 - UNIFORMS

- a. **UNIFORM REQUIREMENTS**
The Employer may require employees to wear uniforms as a condition of employment. Such uniforms will be furnished by the Employer at no cost to the employee. An initial complement of uniform items will be furnished by the Employer at no cost to a new employee within six (6) months of their date of hire. The Employer will solicit input from the Union and employees prior to deciding on the style, material, and fabrics of uniforms.
- b. **MAINTENANCE OF UNIFORMS**
Each employee in the Bargaining Unit will be responsible for laundering and maintaining her/his uniforms. Upon termination of employment, all serviceable uniform items must be returned clean (washed/dry-cleaned) and pressed. Failure to do so will result in the deduction of cleaning costs from the employee's final check. In addition, if any uniform items or other Authority issued

equipment are not returned at the time of termination, the cost of the missing items will be deducted from the employee's final check.

c. UNIFORM ALLOWANCE

All bargaining unit employees will receive a uniform allowance during the life of this agreement, beginning after one (1) continuous year of employment, to be applied toward the purchase of an approved uniform or uniform parts.

Annual uniform allowances for each year of this agreement will be as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5
Transportation Department	\$250	\$300	\$315	\$315	\$315
Mechanics	\$315	\$315	\$315	\$315	\$315
Other Maintenance Department	\$250	\$300	\$315	\$315	\$315

Uniform allowance or unused parts thereof may be accumulated for a period not to exceed two (2) years. Excess accumulated allowances will be forfeited. Newly hired Service Employees will be issued shoes/boots by the Employer. Should a first year Service Employee not remain with the Employer beyond the first year, the cost of the shoes/boots will be returned to the Employer through withholding from the employee's final check.

d. MAINTENANCE SAFETY GLASSES

The Employer will reimburse non-probationary Maintenance Department employees up to \$155 every two years for the purchase of prescription safety glasses. Only expenses for OSHA approved safety frames and lenses and scratch-resistant coatings are eligible for reimbursement. Charges in excess of the following amounts or for other non-covered items or services (such as examination fees/prescription costs, etc.) are not eligible for reimbursement. In the event of damage to safety glasses during the performance of a Maintenance employee's job, the Employer will pay the reasonable cost for repair or replacement of the safety glasses.

Section 14 - MECHANICS' TOOLS AND EQUIPMENT FURNISHED

a. TOOL ALLOWANCE

An employee covered by this Agreement who provides her/his own personal tools to the Employer in the performance of her/his job will have an annual tool allowance of three hundred and fifty (\$350.00) dollars provided by the Employer beginning with the second year of employment.

New employees will be eligible for an annual tool allowance of two hundred (\$200.00) dollars during their first year. Such allowance may be used for the purchase or replacement of tools used by the employee on the job. Should a first year employee not remain with the Employer beyond the first year, the tools purchased with the allowance will return to the Employer, or an amount equivalent to the allowance utilized shall be withheld from the employee's final check.

Tool allowance will be provided to employees solely on a reimbursement basis. Employees will be responsible for submitting receipts for tools used in the course of their job duties in order to receive payment. Only one reimbursement check will be processed for each employee during a contract year.

b. SPECIAL TOOLS

The Employer agrees to provide all Mechanics' tools for hexhead fasteners, Allen wrenches, reamers and similar kinds of tools of size greater than one (1) inch and to provide any and all special bus tools which would not be a part of a Mechanic's normal tool complement. Special tools are defined as those which the Mechanic would not ordinarily have in a tool set and which the Mechanic would not normally purchase or wish to take along with her/his own tools, in the event of termination of employment.

c. SERVICE TRUCK TOOLS

The Employer agrees to provide one (1) general set of regular hand tools for the shop which will be kept on a service truck. Mechanics are expected to provide their own hand tools which are for their personal use only.

d. EMPLOYEE RESPONSIBILITY

Employees furnished equipment by the Employer will be responsible for all losses, if lost by the employee, or the return of such equipment to the Employer.

Section 15 - RESIGNATION OF EMPLOYMENT

Any employee desiring to resign from her/his employment with the Employer shall file a letter of resignation with the Employer at least ten (10) working days prior to the effective date of such resignation.

Section 16 - FLEXIBLE BENEFIT PLAN

Employees may elect to participate in the Flexible Benefits Plan of the Ann Arbor Transportation Authority. The Plan includes two (2) Reimbursement Accounts--a Medical Reimbursement Account and a Dependent Care Reimbursement Account--which are funded by voluntary salary reductions. Salary reductions by the employee are not subject to FICA (Social Security) taxes, Federal taxes or State taxes. The Accounts may also be funded by Authority contributions if the employee declines hospitalization insurance as described in Article V, Section 8. Participants may then be reimbursed, on a non-taxable basis, for eligible medical care expenses for themselves and dependents and eligible dependent care expenses.

Employees must complete an election form at the beginning of each plan year (July 1-June 30) to indicate the amount of salary reduction allocated to each account. These elections are irrevocable for the plan year, except when an employee has a family status change as defined by the Internal Revenue Service. Reimbursement may be made only for eligible expenses.

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ARTICLE VI
COMPENSATION

Section 1 - Wage Rates

a. HOURLY RATE

	Effective Date				
	7/1/97	7/1/98	7/1/99	7/1/00	7/1/01
Bus Operators					
MCO	\$15.60	\$16.05	\$16.50	\$17.00	\$17.55
SSMCO	13.05	13.50	13.95	14.45	15.00
Clerical & Support					
Info Specialist/ Call Taker	13.05	13.50	13.95	14.45	15.00
Parts Clerk I	14.80	15.25	15.70	16.20	16.75
Parts Clerk II	14.50	14.95	15.40	15.90	16.45
Lead Service Service	13.55	14.00	14.45	14.95	15.50
Lead Facilities Facilities Main	13.05	13.50	13.95	14.45	15.00
Facilities HVAC Tech	17.30	17.75	18.20	18.70	19.25
Mechanics					
Master	17.30	17.75	18.20	18.70	19.25
Category A- Mechanic A Paint/Body I	17.05	17.50	17.95	18.45	19.00
Category B- Mechanic B Tire Maint	16.65	17.10	17.55	18.05	18.60
Category C- Mechanic C Paint/Body II	15.25	15.70	16.15	16.65	17.20

b. INCREMENTS

Employees while assigned as In-service Instructors, Lead Mechanics, or Temporary Transportation Supervisors will receive an additional fifty cents (\$.50) per hour for performing the duties of that capacity.

c. MIDNIGHT SHIFT DIFFERENTIAL

Mechanics will receive an additional fifty cents (\$.50) per hour added to her/his appropriate hourly wage rate for each hour worked between 10:00 PM and 4:00 AM.

d. During the life of this agreement the tire person shall be given the opportunity to train for and qualify for Category A status in accordance with guidelines developed by the Employer.

e. BONUS

A one-time payment of \$246,450 will be made available to the union to be distributed to its membership in accordance with a distribution plan prepared by the Union leadership and approved by the Employer.

f. TRANSFERRING EMPLOYEE PAY

An employee transferring to a higher paying job classification from another will enter the new job classification at the current rate she/he is earning or at eight-five percent (85%) of the new base wage rate, whichever is higher. In the event the employee transfers from a higher paying classification to a lower paying classification, the rate of pay will be the top rate of the lower classification or her/his current rate, whichever is lower. For purposes of advancing through a new wage progression following a transfer, an employee's anniversary date will be based upon the date of entrance into the new job classification.

Section 2 - WAGE PROGRESSION FOR EMPLOYEES HIRED AFTER
JULY 1, 1989

- (1) There will be a wage progression for Motor Coach Operators hired after July 1, 1989 as follows:

<u>Time Period</u>	<u>Percentage of Base Wage</u>
Training Period	66.6%
End of Training through twelve (12) months	85.0%
Thirteenth (13th) month through twenty-fourth (24th) month	90.0%
Twenty-fifth (25th) month through thirty-sixth (36th) month	95.0%
Thereafter	100.0%

- (2) There will be a wage progression for Special Services Motor Coach Operators, Lead Service Employees, Service Employees, Parts Clerks, Information Specialist/Call-Takers, Lead Facilities Maintenance Person and Facilities Maintenance Person hired after July 1, 1989 as follows:

<u>Time Period</u>	<u>Percentage of Base Wage</u>
Training Period	66.6%
End of Training Through six (6) months	90.0%
Seventh (7th) month through twelve (12) months	95.0%
Thereafter	100.0%

- (3) Employees hired after July 1, 1989 in the positions of Mechanic C, Mechanic B, Tire Person, Mechanic A, Paint and Body Repair Person I, II, and Master Mechanic will not be subject to the wage progression.

ARTICLE VII

SUPPLEMENTS, TERM, MODIFICATION AND ENDORSEMENTS

Section 1 - SCOPE, WAIVER AND ALTERATION OF AGREEMENT

a. SUPPLEMENTAL AGREEMENT

Any agreements made by an employee or group of employees or the Union with the Employer which is supplemental to this Agreement must be ratified and signed by the Union and signed by the Employer's Executive Director or his/her designee. Any waiver or modification of any terms of this Agreement must be in writing and ratified and signed by the Union and signed by the Employer's Executive Director or his/her designee.

b. NON-PRECEDENT

The waiver of any provision of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

c. SEPARABILITY

If any section, sub-section, sentence or phrase of this Agreement is found to be illegal, the remainder of the Agreement will remain in full force and effect.

d. WAIVER

The Employer and the Union 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 their rights and opportunities are set forth in this Agreement. For this reason, the Agreement supersedes any past practice or prior agreement, verbal or written, between the parties hereto, or between any of them and any employee(s) covered hereby, that are not now provided for or contained in this Agreement.

e. SUCCESSOR CLAUSE

This Agreement will be binding upon the successors and assigns of the parties hereto. No provisions, terms or obligations herein contained will be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, transfer or assignment of either party hereto or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership or management of either party hereto.

Section 2 - TERM OF AGREEMENT AND FUTURE NEGOTIATIONS

a. TERM OF AGREEMENT

This Agreement shall become effective on July 1, 1997, and shall continue in full force and effect through June 30, 2002.

b. FUTURE NEGOTIATIONS

(1) Both parties agree to an expedited negotiations process in which each party may identify up to six (6) sections of the labor agreement which will be subject to negotiation, excluding Article VII, Section 2 and Article VI, Section 1 (a). The Union and Employer will meet for the purpose of exchanging contract proposals no earlier than March 15, 2002, and no later than May 15, 2002.

(2) Negotiations toward a new contract will begin no later than June 1, 2002.

- (3) The Negotiating Committees of the Union and the Employer will not consist of more than a total of four (4) representatives each, plus legal counsel. The Union and the Employer will supply each other, in writing, the names of their representatives on the Negotiating Committees. Other persons associated with either party may attend the negotiating sessions by mutual agreement.
- (4) The Employer will relieve the Members of the Union Negotiating Committee to attend negotiating sessions. The Employer will pay all wages, applicable fringes and make pension contributions for the four (4) designated Union Negotiating Team Members. The Union will reimburse the Employer for all wages, applicable fringes and pension contributions with the exception of insurance premiums payable at June 2002 Employer contribution levels. The Employer will, upon request, relieve without pay one (1) designated employee for the purposes of the Negotiating Committee. Such individual will not be considered a member of the Negotiating Committee.
- (5) Any negotiations of this or successor agreements between the parties will be held at a mutually agreed location with any rental or related costs to be shared equally between the parties.
- (6) Beginning May 1, 2002, the Employer will provide, when requested, unpaid relief time for the Union Negotiating Committee for the preparation for negotiations with the Employer, as long as such relief time can be provided entirely at regular time and does not affect the operational needs of the Employer.

Section 3 - ENDORSEMENTS

In witness whereof, the parties hereto have caused this instrument to be executed on July 1, 1997.

ANN ARBOR TRANSPORTATION AUTHORITY

TRANSPORT WORKERS UNION, LOCAL 171

BY Rosemarion A. Blake
Rosemarion A. Blake
Chair

BY Lawrence A. Murphy
Lawrence A. Murphy
Secretary

BY Greg Cook
Greg Cook
Executive Director

BY Carl Martin
Carl Martin
President

BY Garnett Quicksey
Garnett Quicksey
Secretary Treasurer

BY Carnell Taite
Carnell Taite
Negotiating Team Member

BY Robert T. Bolog
Robert Bolog
Negotiating Team Member

BY Mike O'Brien
Mike O'Brien
International Vice President

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