

6695

6/30/2003

Marquette County Transit Authority

AGREEMENT

BETWEEN

MARQUETTE COUNTY TRANSIT AUTHORITY

AND

MARQUETTE COUNTY TRANSIT AUTHORITY

EMPLOYEES' LOCAL #3392

AFFILIATED WITH MICHIGAN COUNCIL #25

AFSCME AFL-CIO

EFFECTIVE: July 1, 2000

TERMINATES: June 30, 2003

REOPENER DUE: April 1, 2003

TABLE OF CONTENTS

AGREEMENT	1
PURPOSE AND INTENT	1
ARTICLE 1. RECOGNITION & EMPLOYEES COVERED	2
A. Full-time employee	2
B. Regular part-time employee	2
C. On-call employee	2
ARTICLE 2. MANAGEMENT RIGHTS	3
ARTICLE 3. UNION SECURITY (AGENCY SHOP)	3
ARTICLE 4. DUES CHECKOFF	4
ARTICLE 5. REPRESENTATION FEE CHECKOFF	4
ARTICLE 6. REMITTANCE OF DUES	5
ARTICLE 7. UNION REPRESENTATION	5
A. Stewards, Alternate Stewards and Local President	5
The Stewards	5
The Local President	5
Members of the Union	5
B. Union Bargaining Committee	6
ARTICLE 8. SPECIAL CONFERENCES	6
ARTICLE 9. GRIEVANCE PROCEDURE	6
STEP 1	6
STEP 2	7
STEP 3	7
STEP 4	7

A.	If the answer at Step 3 is not satisfactory	7
B.	Council #25 wishes to carry the matter to arbitration	7
C.	The arbitration proceedings	7
D.	There shall be no appeal from any arbitrator's decision	8
ARTICLE 10.	COMPUTATION OF BACK WAGES	8
ARTICLE 11.	SUSPENSION AND DISCHARGE	8
A.	Disciplinary action for just and proper cause	8
B.	When disciplinary action is to be taken	8
C.	Notification to Employee and his Steward	9
D.	Employee shall discuss discharge/suspension with Steward	9
E.	Submission to grievance procedure	9
F.	Prior infractions	9
ARTICLE 12.	SENIORITY (Probationary employees)	9
A.	New employees hired in the unit	9
B.	Representation of probationary employees	9
C.	Seniority shall be on an Employer-wide basis	10
ARTICLE 13.	SENIORITY LIST	10
A.	Seniority shall not be affected by	10
B.	Employees hired prior to October 1, 1985	10
(1)	Employees hired after October 1, 1985	10
(2)	Part-time employee who is promoted to a full-time position	10
(3)	An on-call employee, who posts to a bargaining unit position	10
(4)	Voluntarily demotion to a part-time position	10
C.	The Employer will keep the seniority list up to date	10
ARTICLE 14.	LOSS OF SENIORITY	10
ARTICLE 15.	SHIFT PREFERENCE	11
A.	Shift package preference	11
B.	Part-time employees will be able to bid for shifts and hours	11
C.	The requirement to fill bargaining unit absences	11
D.	The work schedule which takes effect on Sunday	11
E.	When work schedule assignments are made	11
F.	Additional work which becomes available and vacancies	11
G.	After the work schedule is posted	11

H.	Available unfilled dispatch hours	12
I.	The Driver/Mechanic will have first priority for available work	12
J.	If a custodial absence occurs	12
ARTICLE 16.	LAYOFF DEFINED	12
A.	The word, "layoff" means a reduction in the work force	12
B.	When a layoff takes place	12
C.	Employees to be laid off	12
ARTICLE 17.	RECALL PROCEDURE	13
ARTICLE 18.	TRANSFERS	13
A.	If an employee is granted a transfer	13
B.	When operations or divisions or fractions thereof are transferred	13
ARTICLE 19.	JOB POSTING AND BIDDING PROCEDURES	13
A.	Should the Employer determine that a vacancy exists	13
B.	Community service workers not to be used to perform work	13
C.	In the event the senior applicant is denied the job	14
D.	An employee chosen for a position under the provisions of this Article	14
E.	During the trial period	14
F.	During any posting period	14
ARTICLE 20.	MILITARY SERVICE	14
A.	Re-employment rights of employees	14
B.	Armed Forces Reserve	14
C.	Additional time needed due to special training	14
ARTICLE 21.	LEAVES OF ABSENCE	14
A.	Leaves of absence without pay	14
(1)	Illness leave (physical or mental)	15
(2)	Childbirth	15
(3)	Prolonged illness in immediate family	15
B.	Leaves may be granted, without pay	15
(1)	Educational leave	15
(2)	Leaves for union activities	15
(3)	Short-term personal leaves	15

(4) Child care	15
C. Child care leave of absence, without pay	15
ARTICLE 22. UNION BULLETIN BOARD	16
ARTICLE 23. RATES FOR NEW JOBS	16
A. When a new job is created	16
B. Classification/pay grade grievance	16
ARTICLE 24. TEMPORARY ASSIGNMENTS	16
ARTICLE 25. JURY DUTY	16
ARTICLE 26. SAFETY COMMITTEE	17
A. The Union may designate a Safety Committee	17
B. The Union will cooperate with the Employer	17
C. The purpose of the Safety Committee	17
D. Safety Committee members shall be paid	17
E. Committee members agree there are not sufficient safety concerns ..	17
ARTICLE 27. EQUALIZATION OF OVERTIME HOURS	17
ARTICLE 28. WORKER'S COMPENSATION	17
ARTICLE 29. SICK LEAVE	18
A. Probationary and permanent, full-time hourly employees	18
B. Employees must notify their Supervisor when using sick leave	18
C. At no time can sick leave be used before it is earned	18
D. Upon retirement or death	18
E. Employees may sell back sick leave hours	18
ARTICLE 30. FUNERAL LEAVE	18
A. Probationary and permanent full-time hourly employees	18
B. Part-time employees	18
C. Employee's notice upon taking funeral leave	18
ARTICLE 31. TIME AND ONE-HALF	19

ARTICLE 32. HOLIDAYS	19
A. Probationary and permanent full-time hourly employees	19
B. Employees will be paid their current rate	19
C. An employee shall be eligible for holiday pay under certain conditions	19
D. If a full-time or part-time employee works on a holiday	19
ARTICLE 33. VACATION	19
A. Full-time permanent hourly employees' vacation	19
B. Vacation days are credited on an annual basis	20
C. Vacations for the entire year	20
D. A vacation request made by an employee	20
E. Requests received after dates posted	20
F. Approval of vacation requests	20
G. Employee is called in to work while on vacation	20
H. Vacation carried over from year to year	21
I. Use of vacation time for all absences including sickness	21
J. Regular part-time employees' vacation	21
K. Vacation pay or use requires 520 hours of service	21
L. Part-time vacation may be taken in any increments	21
M. Vacation re-scheduling	21
ARTICLE 34. PAY ADVANCE	22
A. Regular pay day falls during an employee's scheduled vacation	22
B. Laid off or retired employee	22
C. Employees will be paid their current rate	22
ARTICLE 35. HOSPITALIZATION INSURANCE	22
ARTICLE 36. LIFE INSURANCE	22
ARTICLE 37. COMPUTATION OF BENEFITS	22
ARTICLE 38. UNEMPLOYMENT INSURANCE	23
ARTICLE 39. CONTRACTING AND SUB-CONTRACTING OF WORK	23
ARTICLE 40. CONSOLIDATION OR ELIMINATION OF JOBS	23
ARTICLE 41. WORK PERFORMED BY SUPERVISORS	23
ARTICLE 42. DISTRIBUTION OF AGREEMENT	23

ARTICLE 43. SUCCESSOR CLAUSE	23
ARTICLE 44. APPENDICES	24
ARTICLE 45. MISCELLANEOUS PROVISIONS	24
A. Mechanics' on-call pay	24
B. Downtime between runs	24
C. Posting requirements	24
D. Call-in pay	24
E. Shift cancellation	24
F. Personal leave days	25
G. Trainer pay	25
H. Birthday	25
I. Mechanics' boots	25
J. Longevity	25
K. Mechanic tool allowance	25
L. Miscellaneous.....	25
ARTICLE 46. TERMINATION AND MODIFICATION	26
A. Amendment and/or termination of this Agreement	26
B. When the Agreement shall continue in effect	26
C. Notice of Amendment of this Agreement has been given	26
D. Amendments that may be agreed upon	26
E. Notice of Termination or Modification	26
ARTICLE 47. EFFECTIVE DATE	26
Ratification	27
Appendix A - Pensions	28
Appendix B - Classifications and Rates	29
Appendix B Part II - Letter Of Understanding	29a
Appendix C - Uniforms or Uniform Allowance	30
Appendix D - Personnel Files	31
Appendix E - Union Fee Authorization Form	32
Appendix F - Hours change	33

AGREEMENT

This Agreement entered into on this 1st day of July, 2000, between the MARQUETTE COUNTY TRANSIT AUTHORITY (hereinafter referred to as the "**Employer**") and MARQUETTE COUNTY TRANSIT AUTHORITY EMPLOYEES' LOCAL #3392, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "**Union**").

(The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

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 employee and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

NOTE: This Agreement uses the masculine gender throughout. When so used, it is understood that the example applies to both sexes equally.

ARTICLE 1. RECOGNITION & EMPLOYEES COVERED

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

All full-time and regular part-time employees of the Marquette County Transit Authority, excluding Executive Director, Human Resources Officer, Finance Officer, Operations Supervisors and Administrative Assistant.

- A. A **full-time employee** is defined as an employee who is regularly scheduled to work at least 37.5 hours per week or 1950 hours per fiscal year.
- B. A **regular part-time employee** is defined as an employee who is regularly scheduled to work at least 25 hours per week or 1300 hours per year. Part-time employees may work an unlimited number of hours per year, however, their status as part-time employees shall not change unless and until they are formally promoted to a full-time position.
- C. An **on-call employee** is defined as an employee hired to fill occasional vacancies in full- or part-time employee shifts. These employees are not subject to the Provisions of this Agreement. These employees will not be given a regular schedule and may only work more than 25 hours in any work week under the following conditions:
 1. If the Employer becomes aware of the vacancy between the hours of 8:00 p.m. and 8:00 a.m. prior to the start of the work day.
 2. In the event a regular full- or part-time employee is unavailable.

ARTICLE 2. MANAGEMENT RIGHTS

The Employer retains on its own behalf, solely and exclusively, all its inherent rights, functions, duties and responsibilities with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the Employer will be conducted except where those rights may be clearly, expressly and specifically limited in this Agreement. It is expressly recognized, merely by the way of illustration and not by way of limitation, that such rights, function, duties and responsibility which are solely and exclusively the responsibility of the Employer include, but are not limited to:

- A. Full and exclusive control of the management of the Employer's operations, the supervision of all methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces;
- B. The right to determine the work to be done and the standards to be met by employees covered by this Agreement;
- C. The right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees;
- D. The right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees;
- E. The right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause, and otherwise to maintain an orderly, effective and efficient operation.

ARTICLE 3. UNION SECURITY (AGENCY SHOP)

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

ARTICLE 4. DUES CHECKOFF

- A. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Appendix E), provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement and may be revoked only by written notice given during the period 30 days immediately prior to expiration of this Agreement. The termination must be given both to the Employer and the Union.
- B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.
- C. The Employer agrees to provide this service without charge to the Union.

ARTICLE 5. REPRESENTATION FEE CHECKOFF

- A. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Appendix E), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this Agreement and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this Agreement. The termination notice must be given both to the Employer and to the Union.
- B. The amount of such representation fee will be determined as set forth in Article 3 of this Agreement.
- C. The Employer agrees to provide this service without charge to the Union.

ARTICLE 6. REMITTANCE OF DUES

- A. Checkoff deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each thereafter.
- B. Deductions for any calendar month shall be remitted to such address designated and to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO.
- C. The Employer shall, with the remittance of dues, provide the Union a list of all employees from whom deductions were made, the amount of the deduction and whether the employee is full-time or part-time.

ARTICLE 7. UNION REPRESENTATION

A. Stewards, Alternate Stewards and Local President:

The employees covered by this Agreement will be represented by the one (1) Chief Steward, three (3) Stewards and two (2) alternate Stewards who shall serve in the absence of the Stewards. The Union shall have the exclusive right to assign said Stewards. The Employer will be notified of the names of the Stewards and alternate Stewards and the order in which the alternates shall serve instead of the regular Stewards.

- (1) The Stewards, during their working hours may present grievances to the Employer.
- (2) The Local President shall be allowed the necessary time off during working hours to investigate and present grievances to the Employer in accordance with the grievance procedure.
- (3) Members of the Union selected to attend a function of the Union (including grievances) shall be granted up to, a total for all members, 40 hours per fiscal year to attend such functions. Unused hours may be carried over from one fiscal year to the next fiscal year to a maximum accumulation of 64 hours.
 - (a) A representative of the Union's Executive Board shall notify his supervisor 48 hours prior to the use of time in accordance with this Article.
 - (b) In the event a designated representative of the Union's Executive Board is unable to provide 48 hours prior notice, then time to be used in accordance with this Article will be contingent upon the supervisor to adequately cover the shift.

- (c) The Union shall provide a list of those employees allowed to use time provided in accordance with this article and the Employer shall provide quarterly reports of time used in accordance with this article.

B. Union Bargaining Committee

- (1) Employees covered by this Agreement will be represented in negotiations by no more than five (5) negotiating committee members.
- (2) All bargaining by the parties shall commence during mutually agreed hours.
- (3) Members of the bargaining committee shall be paid by the Employer for all hours spent in negotiations which fall during regular working hours.

ARTICLE 8. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented, by the party requesting the conference, at the time the conference is requested. Special conferences shall be held at mutually agreeable times and may be attended by the Council Staff Representative or a Transit Authority Board Member upon the request of either party. Members of the Union shall not lose pay for time spent in special conferences that occur during their regularly scheduled working hours.

ARTICLE 9. GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as the sole means for a peaceful settlement of all grievances that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) working days after the employee or Union knew or should have known (if he/she exercised reasonable diligence and attention of the occurrence or nonoccurrence) of the event upon which the grievance is based. In no event shall this be more than (20) working days from the event. Working days shall be defined as Monday through Friday, inclusive. The day of an occurrence shall not be counted as day one for the purpose of establishing the ten (10) day presentation limitation, or any further limitation periods.

STEP 1:

The employee or his representative shall meet with the immediate supervisor to present

a Letter of Discussion. This Letter of Discussion shall contain a brief statement of a problem perceived by the employee and will ask that the supervisor meet to discuss the matter. The supervisor shall meet with the employee and his representative as soon as possible, however, within five (5) working days, and will respond to the employee in writing within five (5) working days of the meeting. If the facts of the issue demonstrate clearly that a verbal meeting with the supervisor would be unnecessary, it will be stated as such in the Letter of Discussion. The supervisor shall then decide whether a meeting will be held or may simply reply in writing within five (5) working days after receiving the Letter of Discussion. If the employee and the Union remains dissatisfied with the supervisor's written response, it will be so noted on the Letter of Discussion and will be attached to a grievance form for submission to the Executive Director at Step 2.

STEP 2:

The employee or Union may present the grievance to the Executive Director, or his appointed representative in his absence, within five (5) working days after the written response to Step 1 has been received. The Executive Director will respond in writing within five (5) working days of receiving the grievance.

STEP 3:

If the grievance remains unsettled, the Chief Steward or Union may submit the matter to the MARQUETTE COUNTY TRANSIT AUTHORITY Board of Directors, through the Executive Director, within ten (10) working days of their response at Step 2. The Union will present its case to the MARQUETTE COUNTY TRANSIT AUTHORITY Board of Directors, or committee designated by the Board to receive grievances, and the Board will respond in writing within five (5) working days after the meeting following the meeting at which the Board of Directors received the grievance. If the grievance is received fifteen (15) working days prior to a scheduled Board meeting, the Board's response shall be no later than five (5) working days after the Board meeting.

STEP 4:

- A. If the answer at Step 3 is not satisfactory, and the Union wishes to carry it further, the Local President or designee shall refer the matter to Council #25.
- B. In the event Council #25 wishes to carry the matter to arbitration, it shall, within forty-five (45) calendar days from the date of the Employer's answer to Step 3, send the Employer a Notification of Intent to File for Arbitration and Request for Extension. The Employer shall grant such an extension to permit the Union to complete its internal review of the matter. Following this review process, if the Union so desires, a Demand for Arbitration will be filed with the Federal Mediation and Conciliation Service (FMCS).
- C. The arbitration proceedings shall be conducted in accordance with the FMCS rules and regulations.

- D. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be borne by the losing party.

A grievance may be withdrawn without prejudice, and if so withdrawn all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within twenty (20) working days from the date of withdrawal, the grievance shall not be reinstated.

If at any step either party fails to respond within the set period, the grievance will be considered settled on the basis of the other party's last solution. At each step, any written request or response shall be signed and dated by the receiving party at the time of receipt, with a copy of such notation being given to both parties. Should an employee refuse to sign a document, such action will be noted on said document and that document signed and dated by a witness for the Union.

Either party may, at any step of the grievance procedure, request a time limit extension of ten (10) working days. Said extension will be granted upon receipt of the written request notifying the other party for the need of the extension. If the Employer or Union cannot meet the time limit, either party may grant additional time to the other party beyond the extension listed above.

ARTICLE 10. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE 11. SUSPENSION AND DISCHARGE

- A. No Employee who is covered by this Agreement shall be subject to any suspension or be discharged from employment except for just or proper cause. The intent and purpose of the following is to provide for progressive disciplinary action. Disciplinary action may be imposed only for just and proper cause. Nothing in this Article shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances or seriousness of the offense, with proper written notice thereof to the Union at the time such immediate action is taken.
- B. Disciplinary action, other than suspension or discharge, will be taken within five (5) working days after the Employer's awareness of the events upon which such discipline is based. As an exception, disciplinary action, other than suspension or discharge, which may result from an Employee accident, will be taken within five (5) working days following normal review by a duly constituted Accident Review Board.

- C. The Employer agrees, promptly upon the discharge or suspension of an Employee, to notify in writing the Employee and his Steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- D. The discharged or suspended Employee will be allowed upon request to discuss his discharge or suspension with his Steward. The Employer will make space available for this purpose. The Employer agrees to schedule a meeting with the Employee and Union for the purpose of delivering any notice of suspension or discharge by contacting the Union President, or his designated representative, and requesting that such meeting be scheduled. The meeting will be scheduled within fourteen (14) days of such notice and notice to the Union shall constitute notice to the Employee. The Employee, at his option, may attend such meeting. If in attendance, the Employee may choose not to have Union Representation present. If the affected Employee chooses not to attend said meeting, the Employer shall attempt to serve said disciplinary action by certified mail to the Employee's last known address.
- E. Should the discharged or suspended Employee consider the discharge or suspension to be improper, it shall be submitted to Step 2 of the grievance procedure within ten (10) calendar days.
- F. In imposing any discipline or discharge on a current offense, the Employer will not take into account any prior infractions which occurred more than one (1) year previous except the Employer may, for a period of two (2) years previous, consider as part of the Employee's record for establishing proper corrective measures any offenses which resulted in disciplinary suspension.

The Employer may utilize the Employee's driving record for a period of three (3) years for the purpose of corrective action. In the event the Employer utilizes any information for the purposes of disciplinary action, all incidents and documentation may be subject to the grievance procedure, including arbitration. An arbitrator hearing such grievances shall review the entire record that the Employer is basing the discipline upon in determining the reasonableness of the Employer's determination of just cause for disciplinary action on the current charge.

ARTICLE 12. SENIORITY (Probationary employees)

- A. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) calendar days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.
- B. The Union shall represent 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 fourth in Article (1) of this Agreement, except discharge and discipline

of employees for other than Union activity.

- C. Seniority shall be on an Employer-wide basis, in accordance with the employee's last date of hire.

ARTICLE 13. SENIORITY LIST

- A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- B. It is recognized by the parties that those employees hired prior to October 1, 1985 were placed on the seniority list through a combination of date of hire and hours of service through September 30, 1988.
 - (1) Those full-time or regular part-time employees hired after October 1, 1985, and thereafter, are placed on the seniority list based on date of hire.
 - (2) A regular part-time employee who is promoted to a full-time position shall move to the position on the seniority list immediately above the most senior part-time employee who declined to bid on the full-time position.
 - (3) An on-call employee, who posts to a bargaining unit position shall have as his seniority date, the date the position was awarded to the employee. Further, an employee who drops down to an on-call position shall fill out the form provided in Appendix F.
 - (4) A full-time employee who voluntarily demotes to a part-time position and who has received an advance in seniority per the provision of #2 above, shall revert to his former seniority position among the part-time employees. Thus, those part-time employees who were ahead of the employee in seniority at the time of his promotion shall remain ahead of the employee and those who were lower in seniority would remain lower in seniority.
- C. The Employer will keep the seniority list up to date at all times and will provide the Local President with up-to-date copies at least every ninety (90) days.

ARTICLE 14. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

- A. He quits.
- B. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

- C. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made.
- D. Certain types of leaves of absence, specifically mentioned in Article 21, may also have an effect on an employee's seniority.

ARTICLE 15. SHIFT PREFERENCE

- A. Employees covered by this Agreement shall be allowed, once each quarter, to exercise shift package preference within their classification on the basis of seniority.
- B. Part-time employees will be able to bid for shifts and hours based on part-time seniority. The intent of this is to provide an objective means to allocate hours and work shifts to part-time employees, but shall not be construed as allowing a part-time employee to bid for 37.5 hours or more per week shift on a regular basis or more than 1,950 hours per fiscal year.
- C. The requirement to fill bargaining unit absences or the determination that work is available will be at the discretion of the Employer.
- D. The work schedule which takes effect on Sunday for a certain period will be posted on Wednesday in its preliminary form. A finalized schedule will be posted on Thursday. Seven calendar days prior to Wednesday, a sign-up sheet will be posted which lists all available work. Drivers will have the opportunity to sign up for available driving work according to seniority. Said sign-up sheet will be taken down on the following Monday. Overtime hours will not be allocated from sign-up sheets. When a holiday falls on a weekday, this schedule may be moved forward one day.
- E. When work schedule assignments are made, priority will be given to full-time drivers for all known eight hour absences which occur Monday through Friday. Priority will be given to part-time drivers for all available work on weekends and other available work on Monday through Friday.
- F. Additional work which becomes available and vacancies due to absences which occur after the sign-up sheet has been taken down will be assigned to drivers who have filled out preference sheets according to seniority. Any unfilled work shifts remaining will be filled in the manner most convenient to the Employer.
- G. After the work schedule is posted, driver vacancies which become known before 4:30 p.m. Sunday through Thursday, the day prior to the shift, for shifts Monday through Friday, will be filled according to the preference lists in the following manner:
 - 1. For the initial vacancy a maximum of four drivers indicating a preference for that vacancy will be called.

2. If the calls per above result in a vacancy, a maximum of two drivers from the preference list will be called to fill the new vacancy. Each successive vacancy created will be limited to two calls.
 3. In the event the four calls in #1 above, or the two calls in any successive step fail to obtain a driver who indicated a preference for the vacancy, then the supervisor may fill the shift in the most convenient manner.
 4. The Employer will contact part-time drivers when a shift becomes available that is greater than or equal to an already scheduled shift. However, the Employer need not contact any part-time employee who is already scheduled for a full-time shift or scheduled for eight (8) hours work, within a ten (10) hour period, on the day in question.
- H. All available unfilled dispatch hours will also be posted on the sign-up sheet. When the work schedule is finalized, available hours will be given, according to seniority, to full-time dispatchers, full-time drivers also qualified as dispatchers, and part-time drivers also qualified as dispatchers, in that order. Additional work which becomes available, and vacancies due to absences which occur after the sign-up sheet has been taken down, will be assigned to those who have filled out preference sheets according to seniority. Remaining unfilled work shifts will be filled in the manner most convenient to the Employer.
- I. Available maintenance work will be assigned, according to seniority, from a list of employees with mechanical aptitude who have undergone an orientation program under the supervision of the Maintenance Supervisor.
- J. If a scheduled custodial absence occurs, any employee may volunteer to fill uncovered hours. Preference will be given to the most senior bargaining unit employee. Volunteers will receive their wage rate then in effect for hours worked.

ARTICLE 16. LAYOFF DEFINED

- A. The word, "**layoff**" means a reduction in the work force.
- B. When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first.
- C. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff except if the layoff is due to circumstances beyond the control of the Employer.

ARTICLE 17. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority with the most-senior employee on layoff being recalled first. Notice of recall shall be sent, by certified mail with return receipt, to the employee at his last address on file with the Employer. If an employee fails to report for work within ten (10) calendar days from the date of receipt of notice of recall, he shall be considered a quit. If after three (3) attempts the Postal Service is unable to deliver the certified notice, the employee shall no longer be considered an employee of the Authority.

ARTICLE 18. TRANSFERS

- A. If an employee is granted a transfer to a position with the Employer that is not included in the bargaining unit, he may, within thirty (30) calendar days, transfer back to a position within the bargaining unit, by posting to an open position. Such posting shall occur only after the posting period for all current bargaining unit members has expired. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided under this Agreement.
- B. If and when operations or divisions or fractions thereof are transferred from one location to another on a permanent basis, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classifications. Location exchange will be allowed in such cases.

ARTICLE 19. JOB POSTING AND BIDDING PROCEDURES

- A. Should the Employer determine that a vacancy exists subject to this Agreement then the vacancy shall be filled within thirty (30) calendar days, unless there is a hiring freeze declared by the Employer. All vacancies within the bargaining unit shall be filled on the basis of qualifications and seniority. If qualifications (education, experience, and training) are equal between two applicants then the more senior applicant shall be chosen. All vacancies will be posted for a period of ten (10) calendar days. Such posting shall set forth the minimum requirements for the position and be posted on bulletin boards established in accordance with this Agreement. Employees interested shall apply in writing within the posting period. The term vacancy shall include both existing and new positions.
- B. The Employer agrees that DSS, court community service workers, etc. will not be used to perform bargaining unit work during any period whereby the Employer has determined that a vacancy does not exist. Failure to post any bargaining unit position or any newly created position which would be considered bargaining unit work shall constitute a determination by the Employer that a vacancy does not exist. Further, in the event of a hiring freeze, the Employer agrees to immediately cease using non-bargaining unit employees to perform bargaining unit work.

- C. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward. The Employer shall furnish the Local President with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the Employer shall furnish the Local President with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Local President as to who was awarded the job.
- D. An employee chosen for a position under the provisions of this Article shall be granted a trial period to determine his desire to remain on the job, and his ability to perform the work. If during the first four (4) weeks the employee who is in the new position requests to be returned to his original position, he shall be returned to his original position within four (4) weeks following his request. If during the first 90 calendar days the employee is in the new position the Employer determines that the employee is unable to perform the work, he shall be returned to the position and package, if still in existence, from which he was promoted, or a position and package that his seniority entitles him to. Any employee removed from a position under this provision shall be given a written notice of reason(s) why and a copy of said notice shall be sent to the Union President.
- E. During the trial period employees will receive the rate of pay of the job they are performing.
- F. During any posting period in which employees are being considered for a promotion, the Employer may fill a regular job opening on a temporary basis.

ARTICLE 20. MILITARY SERVICE

- A. The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.
- B. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted to the Employer. A maximum of two (2) weeks per year is the normal limit, except in the case of a national emergency.
- C. In the event additional time is needed due to special training or exercises, the Employer shall grant an additional three weeks of military leave.

ARTICLE 21. LEAVES OF ABSENCE

- A. Leaves of absence without pay for periods not to exceed one (1) year will be applied for in writing, on an application form supplied by the Employer, by the employee to his Supervisor; such request shall contain the duration requested and such leave shall be granted, in writing, without loss of seniority for:

- (1) Illness leave (physical or mental).
- (2) Childbirth.
- (3) Prolonged illness in immediate family.

(A childbirth leave, with those benefits as provided by law for which the employee is eligible due to her certified and diagnosed disability, will be granted, for a period of up to six (6) weeks, or as otherwise certified by a physician. The employee requesting such leave shall file her request, in writing five (5) months before the expected birth of the child. When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue her position during her pregnancy.)

Where said illness prevents the employee from working, such leave may be extended for like cause for a maximum of up to one (1) additional year.

Employees shall accrue seniority while on any leave of absence granted by provisions of this section, and shall be returned to the position they held at the time of the leave of absence was granted, or to a position to which their seniority entitles them, provided they meet the minimum qualifications of the position.

- B. The following leaves may be granted, without pay, for periods up to one (1) year maximum:
- (1) Educational leave;
 - (2) Leaves for Union Activities;
 - (3) Short-term personal leaves; and,
 - (4) Child care.

Employees shall retain seniority earned prior to any leave of absence granted by the provisions of this section, however, no seniority will accrue during the absent period. Upon return from the leave of absence, the employee's place on the Seniority List shall be adjusted accordingly and the employee shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority entitles them, provided they meet the minimum qualifications of the position.

- C. A child care leave of absence, without pay, may be granted for a period of up to one (1) year, for the purpose of infant child care. This leave may be requested as an extension of leave time following expiration of the Child birth leave. A further extension of child care leave or a second leave of absence may be granted at the discretion of the Executive Director. Such leave request shall not be unreasonably denied.

ARTICLE 22. UNION BULLETIN BOARD

The Employer will provide a bulletin board in the Marquette Office and in the Ishpeming office which may be used only by the Union for posting notices pertaining to Union business. The Employer may use this bulletin to post notice of job vacancies.

A special pouch will be purchased at the Employer's expense. All correspondence for Forsyth-based employees shall be placed in the pouch and given to the Dispatcher for forwarding. The pouch shall be delivered to the Forsyth bus in a timely fashion by the last daily K.I. Sawyer driver. The Forsyth bus will be furnished with a covered clip board to hold and safeguard all correspondence sent from MARQ-TRAN headquarters and will be maintained on the bus to be available to all Forsyth-based employees. The pouch will be returned at the start of each work day by the first K.I. Sawyer driver returning to Marquette.

ARTICLE 23. RATES FOR NEW JOBS

- A. When a new job is created, the Employer will notify the Local President of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall become subject to negotiations.
- B. An arbitrator when hearing a classification/pay grade grievance will have no power to overrule the Employer unless he finds the Employer was arbitrary, or unreasonable in arriving at such classification.

ARTICLE 24. TEMPORARY ASSIGNMENTS

Assignments within a department (i.e. Operations, Dispatch, Maintenance) for the purpose of filling temporary vacancies may be made by the supervisor or the Executive Director. Such employee will receive the rate of pay of the higher classification for all hours worked in the higher classification.

ARTICLE 25. JURY DUTY

Employees shall be granted time off with pay when called to serve on jury duty. Such employees shall be paid at their regular rate for all hours up to the number of hours in their regularly scheduled work week. In consideration of receiving their regular pay, employees shall assign to the Employer remuneration, less any reimbursement for mileage, received for jury duty and if dismissed, shall report to work if more than two (2) hours remain in the employee's regularly scheduled shift. Employees reporting in for work will perform work within the scope of their job description.

ARTICLE 26. SAFETY COMMITTEE

- A. The Union may designate a Safety Committee of not more than two (2) employees which will meet with the representatives of the Employer (to include no more than one Board Member), once every other month, for the purpose of discussing the enforcement of safety rules and the maintenance of safe working conditions. The Union will provide the Employer with a current list of the names of the Safety Committee members.
- B. The Union will cooperate with the Employer in encouraging the employees to observe the health, safety and welfare rules and regulations which shall be prescribed by the Employer and to work in a safe manner.
- C. The purpose of the Safety Committee is to make recommendations to the Executive Director with regard to safe working conditions and habits. A copy of the recommendations submitted to the Executive Director will also be submitted to the Board of Directors. In the event the Executive Director decides not to implement the recommendations of the committee, the committee may appeal to the Marquette County Transit Authority Board of Directors to determine if the recommendation should be implemented.
- D. Safety Committee members shall be paid their regular rate while attending such safety meetings.
- E. In the event that all committee members agree there are not sufficient safety concerns, items of interest, etc., which are pending on the agenda, the meeting will be canceled.

ARTICLE 27. EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same classification. An up-to-date list showing overtime hours will be posted, upon request but no more frequently than quarterly, in a prominent place in each building.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the number of overtime hours of the employees working during that call-out period.

Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and work out a solution.

Overtime hours will be computed from January 1 through December 31 each year.

ARTICLE 28. WORKER'S COMPENSATION

Each employee will be covered by the applicable Worker's Compensation Laws. Employer agrees not to ask employees who are on worker's compensation to perform light duty.

ARTICLE 29. SICK LEAVE

- A. Probationary and permanent, full-time hourly employees earn one day of sick leave for each month of service, not to exceed twelve (12) days per year. Sick leave can be used for employee sickness, disability, doctors, dentists, or eye appointments. Two days (16 hours) of sick leave each fiscal year may be used for the care of an ill dependent child.
- B. Employees must notify their Supervisor when using sick leave and complete and sign a sick leave request form upon returning to work.
- C. At no time can sick leave be used before it is earned. Time off without pay will be granted for up to three (3) full working days for illness or disability when sick leave is exhausted.
- D. Upon retirement or death an hourly employee with 10 or more years of service will be paid for 50% of his accrued sick leave at his hourly rate in effect at the time of retirement or death. Example: An employee with 100 days accrued would be paid for 50 full days.
- E. Once each fiscal year, at a time designated by the Employer, employees may sell back, at their current rate of pay, sick leave hours in excess of 20 days (160 hours).

ARTICLE 30. FUNERAL LEAVE

- A. Probationary and permanent full-time hourly employees are granted three (3) working days off with pay for death in the immediate family.
- B. Part-time employees are granted three working days off with pay based on the employees scheduled hours for said days.

Immediate family is defined as follows and is limited to:

- | | |
|----------------------|--------------------------------------|
| -mother | father |
| -step-parents | brother |
| -sister | wife or husband |
| -son or daughter | step-children |
| -mother-in-law | father-in-law |
| -son-in-law | brother-in-law |
| -grandparents | sister-in-law |
| -grandparents-in-law | daughter-in-law |
| -grandchildren | fiancee |
| -legal guardian | a member of the employee's household |

- C. Employees must give verbal notice to their Supervisor upon taking funeral leave and complete and sign a leave request form upon their return.

ARTICLE 31. TIME AND ONE-HALF

Time and one-half will be paid as follows:

- For all hours worked over eight (8) in one day.
- For all hours worked in excess of 40 hours per work week.

ARTICLE 32. HOLIDAYS

A. All full-time permanent and probationary hourly employees are granted time off with pay on the following days, subject to the provisions below.

Labor Day	New Year's Day
Thanksgiving Day	Memorial Day
4th of July	Christmas Day

Or any other paid holidays granted to supervisors.

B. Employees will be paid their current rate based on their regular scheduled work day for said holidays.

C. An employee shall be eligible for holiday pay under the following conditions:

- (1) The Employee must work his regularly scheduled shift prior to and immediately following the holiday. Failure to perform both shifts shall nullify the holiday pay.
- (2) Exceptions to the preceding sub-paragraph will be made:
 - Where the employee is granted prior paid leave for the shift prior to the holiday for good cause, including sickness.
 - Where the employee is granted paid leave for the shift after the holiday for good cause, including sickness.

D. If a full-time or part-time employee works on a holiday, said employee shall be paid his regular rate of pay for all hours worked in addition to holiday pay. Holiday pay for part-time employees shall only be paid for hours actually worked on a holiday. If an employee is scheduled to work on a holiday and is unable, due to sickness, then the employee receives holiday pay only.

ARTICLE 33. VACATION

A. Full-time permanent hourly employees receive vacation according to the following schedule:

AFTER:

1 year - 5 days
2 to 5 years - 10 days
6 years - 11 days
7 years - 12 days
8 years - 13 days

9 years - 14 days
10 to 13 years - 16 days
14 to 17 years - 19 days
18 to 20 years - 22 days
21 to 30 years - Add one day per
year of service to
maximum of 30 days

- B. Vacation days are credited on an annual basis for the previous year worked. In case of termination of employment in good standing, the employee will receive the amount of vacation currently credited to him and the vacation earned but not credited through the date of termination. Vacation may not be taken before it is credited. Employees will be paid their current rate of pay based on their regular, scheduled work day while on vacation. Vacation time may be taken in any increments.
- C. Vacations for the entire year should be requested as follows:
- By 11/1 for January, February, March and April.
By 3/1 for May, June, July and August.
By 7/1 for September, October, November and December.
- D. A vacation request made by an employee shall indicate first choice, as well as a second choice of dates requested. If a conflict of dates occurs whereby two (2) or more employees request the same vacation or vacation periods which would overlap and cannot be so scheduled consistent with the departments for performance of its services, the choice of the vacation period shall be granted in seniority order of the employees involved. Employees will be notified in writing by the 15th of November, March and July if vacation is granted or denied. Employee will be notified as soon as possible if cancellation becomes necessary.
- E. Requests received after dates posted will be considered only if there is an opening and will be granted on a first come, first served basis. Requests will have to be received by the tenth (10th) of the prior month. Notification, if granted or denied, will be given within (10) days.
- F. Department supervisors will approve the maximum amount of vacation requests possible while maintaining adequate staffing to perform all job requirements. As a guideline, three drivers, one maintenance staff member and one dispatcher will be granted vacation for a given time period. Under extraordinary circumstances, the Executive Director may approve exceptions on a case by case basis.
- G. In the event an employee is called in to work while on vacation, said employee will be compensated at the rate of time and one half. The employee may choose to have his unused vacation time remain on the books or be paid vacation pay concurrently.

- H. A maximum of thirty (30) days may be carried over from year to year. If an employee is refused vacation and his accumulation is placed in jeopardy, the employee's vacation accumulation shall be extended an additional six (6) months or he shall receive said time in the form of pay.
- I. An employee may use vacation time for all absences including sickness after sick leave accumulated time has been exhausted. The employee must notify the Employer whenever vacation time is to be used for a prolonged illness or injury after Sick Leave time has been exhausted.
- J. Regular Part-time employees receive vacation as follows:

<u>Hours of service from 1/1/83</u>	<u>Available Vac. Hrs.</u>
520 - 2,080	40
2,081 - 10,400	80
10,401 - 12,480	88
12,481 - 14,560	96
14,561 - 16,640	104
16,641 - 18,720	112
18,721 - 27,040	128
27,041 - 35,360	152
35,361 - 41,600	176

Part-time employees will receive 16 hours vacation plus a prorated portion of the above "available vacation hours" according to the level reached, based on hours of service employee has accumulated since January 1, 1983. For any year "available vacation hours" will be from a base of 16 vacation hours plus a prorated amount based on the hours worked during the year as a proportion of 2,080 hours. (For example, a first year employee with more than 520 hours of service but less than 2,080 hours of service, as of September 30th of any given year, is eligible to receive 16 base vacation hours plus a prorated portion of 40 hours.

- K. Vacation cannot be paid out to an employee or used by an employee until the employee has achieved 520 hours of service.
- L. Part-time vacation may be taken in any increments.
- M. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation may be rescheduled at the discretion of the Employer. In the event his incapacity continues through the year, he may be awarded payment in lieu of vacation at the discretion of the Employer.

ARTICLE 34. PAY ADVANCE

- A. If a regular pay day falls during an employee's scheduled vacation, or in an instance of an approved extended medical leave, he may request his check before going on vacation or taking the extended medical leave, provided the Employer is notified seven (7) calendar days in advance. Exceptions may be made in emergency situations at the discretion of the Employer.
- B. If an employee is laid off or retired, he will receive any unused vacation credited or earned.
- C. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 35. HOSPITALIZATION INSURANCE

The Employer shall provide the Community Blue Option One Medical Plan with optical, dental and \$10/\$20 prescription co-pay coverage or its equivalent for all full-time employees. The premium shall be fully paid by the Employer for all full-time employees and their dependents.

Part-time employees who elect to purchase, or who have already purchased the same medical plan for themselves or their eligible family members will have \$25.00 per month paid by the Employer toward this medical insurance expense.

It is understood that the Employer may, during the term of this Agreement, switch insurance carriers so long as the coverage is substantially equivalent to the current coverage. In the event the Employer wishes to change carriers, a special conference will be held to discuss the changes, and, if necessary, meetings will be held with the Employees to explain the coverage.

It is further agreed to create a committee of equal representation between the Employer and the Union for the purpose of periodically reviewing insurance coverages, premiums and options.

ARTICLE 36. LIFE INSURANCE

The Employer shall provide term Life Insurance in the amount of \$20,000 during the term of this Agreement for each full-time employee, and \$10,000 for each part-time employee. The premium shall be fully paid by the Employer for all employees.

ARTICLE 37. COMPUTATION OF BENEFITS

All hours paid to employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE 38. UNEMPLOYMENT INSURANCE

The Employer agrees to provide unemployment coverage for all employees under this Agreement.

ARTICLE 39. CONTRACTING AND SUB-CONTRACTING OF WORK

- A. The Employer will set up a special conference to notify the Union of any plans to sub-contract.
- B. At the special conference the reason for sub-contracting will be given and the Union will be given a chance for input.

ARTICLE 40. CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference.

ARTICLE 41. WORK PERFORMED BY SUPERVISORS

Supervisory employees, will not perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen circumstance which calls for the immediate attention. A supervisor may perform bargaining unit work for the purpose of instructing, or training employees, or to demonstrate the proper method to accomplish the task assigned.

ARTICLE 42. DISTRIBUTION OF AGREEMENT

The Employer agrees to give to each employee entering the bargaining unit a copy of this Agreement.

ARTICLE 43. SUCCESSOR CLAUSE

In the event the Employer enters into an agreement with a non-governmental body as a successor to the current Employer, then this Agreement shall be binding upon such non-governmental body.

ARTICLE 44. APPENDICES

The following appendices are incorporated and made a part of this Agreement.

Appendix A-Pensions
Appendix B-Classifications and Rates
Appendix C-Uniforms or Uniform Allowance
Appendix D-Personnel Files
Appendix E-Union Fee Authorization Form
Appendix F-Hours change

ARTICLE 45. MISCELLANEOUS PROVISIONS

A. Mechanics' On-Call Pay

All mechanics required to be "On-Call" over the weekend shall receive at least \$15.00, on Holidays \$20.00, or the actual time worked, whichever is greater. Mechanics called in shall be paid from the time they leave their home in response to the call out until the time they clock out. On-call shall be in accordance with the On-Call Mechanics' Policy.

B. Downtime Between Runs

Employees are not required to punch out for time between bus runs which is 15 minutes or less of downtime.

C. Posting Requirements

Requirements posted per Article 19 (a) will be the only requirements needed for the position.

D. Call-In Pay

An employee called in to cover a shift shall be paid a minimum of 2 hours and shall perform, during downtime, alternate duties within the scope of the employee's job description as prescribed by the Executive Director or his designee. Such duties will be assigned by the Executive Director and will be within the scope of bargaining unit work.

E. Shift Cancellation

If an employee's shift is canceled after the start of the shift, said employee shall not lose wages because of the cancellation but shall perform additional duties as prescribed in "D" above or the employee may choose to go home and agrees to lose the wages.

F. Personal Leave Days

At the beginning of each fiscal year, all full time employees will receive three (3) days (24 hours) of personal leave. Starting on October 1, 1998, at the beginning of each fiscal year, part time employees will receive two (2) days (16 hours) of personal leave.

G. Trainer Pay

Employees who are scheduled or directed by the Supervisor to train employees shall be paid an additional \$0.50 per hour during training time.

H. Birthday

Each full-time and part-time employee shall receive his birthday off or, at his option, eight (8) hours pay or eight (8) hours credited to his birthday fringe benefit in lieu of the day off.

I. Mechanics' Boots

Each fiscal year, each mechanic will have included in his uniform allowance two (2) pair of boots which may be purchased per the Employer's specifications.

J. Longevity

Each year in December full-time employees covered by this contract and who have five (5) or more years of service, will receive longevity according to the following schedule. Part-time employees with five or more years of service in accordance with the following schedule will receive longevity at 50% of the amounts listed.

5 - 9 years	\$100
10 - 14 years	\$150
15 - 19 years	\$200
20 - 24 years	\$250

K. Mechanic Tool Allowance

At the beginning of each contract year, at the first full pay period in July, each mechanic will be given a \$100 tool allowance to purchase replacement tools.

L. Miscellaneous

Neckties are not a part of the uniform requirement.

ARTICLE 46. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 2000³.

- A. If either party desires to amend and/or terminate this Agreement, it shall, ninety (90) days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on ninety (90) days' written notice prior to the current year's termination date.
- C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days' written notice of termination.
- D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- E. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to 710 Chippewa Square, Marquette, Michigan; and if to the Employer, addressed to Marquette County Transit Authority, 145 West Spring Street, Marquette, MI 49855, or to any such address as the Union or Employer may make available to each other.

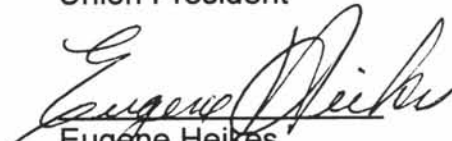
ARTICLE 47. EFFECTIVE DATE

This Agreement shall become effective July 1, 2000.

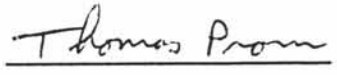
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written:

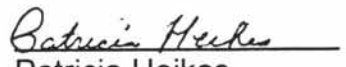
FOR THE UNION:


Barbara Bancroft
Union President



Eugene Heikes
Negotiating Committee


Ray King
Negotiating Committee

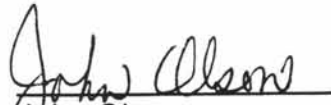

Thomas Pron
Negotiating Committee

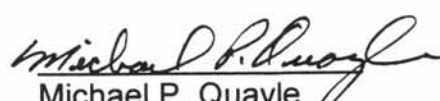

Patricia Heikes
Negotiating Committee

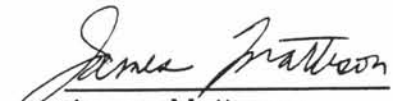
IN PRESENCE OF:

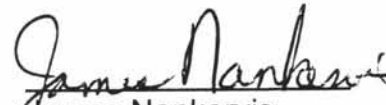

Peter Dompierre
Staff Representative
AFSCME Local #3392

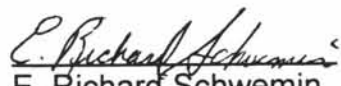
FOR THE EMPLOYER:


John Olson
Chairman



Michael P. Quayle
Negotiating Committee


James Matteson
Negotiating Committee


James Nankervis
Negotiating Committee


E. Richard Schwemin
Negotiating Committee


Tony Tollefson
Negotiating Committee


Robert Niemi
Executive Director
Marquette County Transit Authority

DATE:

9/7/2000

9/7/2000

9/7/2000

9/7/2000

9/7/2000

9/7/2000

9/7/2000

APPENDIX A

PENSIONS

All full-time employees shall be members of the pension plan offered by the Employer through the Michigan Municipal Employees Retirement System.

The plan offered shall be MERS C-1 (Old), with an employee contribution rate of 4%, and with option F55 with 25 years service.

APPENDIX B CLASSIFICATIONS AND RATES

Effective July 1, 2000:

Each step of the pay scale will increase by \$.35 to produce the schedule below:

Position	Level	Start	Step 1	Step 2	Step 3	Step 4
Vacant	01	\$7.16	\$9.70	\$9.85	\$9.99	\$10.14
Custodian/Driver/Dispatch	02	\$7.90	\$10.44	\$10.59	\$10.73	\$10.87
Lead Dispatcher	03	\$8.65	\$11.19	\$11.33	\$11.48	\$11.62
Mechanic	04	\$9.53	\$12.07	\$12.22	\$12.36	\$12.50
Senior Mechanic	05	\$10.13	\$12.67	\$12.82	\$12.96	\$13.11
Vacant	06	\$10.87	\$13.41	\$13.56	\$13.70	\$13.84
Vacant	07	\$11.76	\$14.30	\$14.46	\$14.59	\$14.73
Maint Foreman	08	\$12.50	\$15.04	\$15.18	\$15.33	\$15.48

Effective July 1, 2001:

Each step of the pay scale will increase by \$.35 to produce the schedule below:

Position	Level	Start	Step 1	Step 2	Step 3	Step 4
Vacant	01	\$7.51	\$10.05	\$10.20	\$10.34	\$10.49
Custodian/Driver/Dispatch	02	\$8.25	\$10.79	\$10.94	\$11.08	\$11.22
Lead Dispatcher	03	\$9.00	\$11.54	\$11.68	\$11.83	\$11.97
Mechanic	04	\$9.88	\$12.42	\$12.57	\$12.71	\$12.85
Senior Mechanic	05	\$10.48	\$13.02	\$13.17	\$13.31	\$13.46
Vacant	06	\$11.22	\$13.76	\$13.91	\$14.05	\$14.19
Vacant	07	\$12.11	\$14.65	\$14.81	\$14.94	\$15.08
Maint Foreman	08	\$12.85	\$15.39	\$15.53	\$15.68	\$15.83

Effective July 1, 2002:

Each step of the pay scale will increase by \$.35 to produce the schedule below:

Position	Level	Start	Step 1	Step 2	Step 3	Step 4
Vacant	01	\$7.86	\$10.40	\$10.55	\$10.69	\$10.84
Custodian/Driver/Dispatch	02	\$8.60	\$11.14	\$11.29	\$11.43	\$11.57
Lead Dispatcher	03	\$9.35	\$11.89	\$12.03	\$12.18	\$12.32
Mechanic	04	\$10.23	\$12.77	\$12.92	\$13.06	\$13.20
Senior Mechanic	05	\$10.83	\$13.37	\$13.52	\$13.66	\$13.81
Vacant	06	\$11.57	\$14.11	\$14.26	\$14.40	\$14.54
Vacant	07	\$12.46	\$15.00	\$15.16	\$15.29	\$15.43
Maint Foreman	08	\$13.20	\$15.74	\$15.88	\$16.03	\$16.18

Part-time employees shall progress through the steps in their respective level, upon achieving an increment of 2080 hours of service.

Full-time employees shall progress through the steps of their respective level based on their anniversary date. Part-time employees who promote to a full-time position shall have their anniversary date determined by the date upon which they reach their next increment of 2080 hours of service after their promotion to full-time.

Appendix B - Part II


Marquette County Transit Authority
Marquette Transportation Center
145 West Spring Street
Marquette, MI 49855
Telephone (906) 225-1283/FAX (906) 225-0682

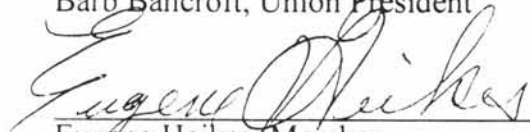
September 19, 2000

SUBJECT: Letter of Understanding

It is understood by both parties participating in negotiations of the current Agreement between the Marquette County Transit Authority and Local #3392, AFSCME, AFL-CIO, that an across the board wage increase of 35 cents per hour for each year of the Agreement applies to the entire wage scale, including the previously frozen Start Steps in each job classification. By our signatures below, we agree that this is so:


FOR THE UNION:


Barb Bancroft, Union President


Eugene Heikes, Member


Patricia Heikes, Member


Thomas Prom, Member

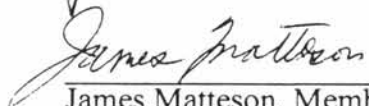

Dan Bert, Member


Peter Dompierre, Council #25, AFSCME

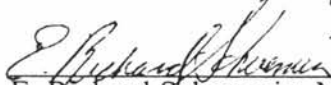
FOR THE TRANSIT AUTHORITY:


Michael Quayle, Chairman, Neg. Committee


James Nankervis, Member


James Matteson, Member


Tony Tollefson, Member


E. Richard Schwemin, Member


Robert Niemi, Executive Director, MCTA

APPENDIX C

UNIFORMS OR UNIFORM ALLOWANCE

Employees in the mechanic classification shall receive an allowance for five (5) uniforms. The Employer shall be responsible for cleaning of said uniforms.

All full-time and part-time drivers shall receive an allowance for three sets of uniforms.

Neckties are not a part of the uniform requirement.

APPENDIX D

PERSONNEL FILES

There shall be only one official personnel file maintained by the Employer for each employee. Where an unofficial file is maintained at a department, the Authority shall maintain the original copy at the central office. Where dual files are kept, the information concerning discipline and the job performance in each shall be identical.

For purposes of this Article, notes kept by a supervisor shall not be considered a personnel file. Such notes shall be kept in a confidential manner and shall be considered the property of the maker of such notes. A supervisor may place such notes in the employee's personnel file only if the employee is given a copy of such notes. Supervisory notes not kept in the employee's personnel file shall not be used in any personnel transaction of disciplinary action against the employee.

APPENDIX E

UNION FEE AUTHORIZATION FORM

Dues Authorization Form

Employer: _____

I hereby request and authorize you to deduct from my earnings, one of the following:

- An amount established by the Union as monthly dues.
- An amount equivalent to monthly dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO on behalf of
Local _____ Date started union position: _____

Please print clearly and firmly

First Name Middle Initial Last Name

Address

City, State and Zip

Telephone Number Social Security Number

Signature



This portion to be completed by Drive to Survive Activist

Drive to Survive

Signed up by: _____ Telephone Number _____



EMPLOYER'S COPY

APPENDIX F

HOURS CHANGE

MARQUETTE COUNTY TRANSIT AUTHORITY
145 WEST SPRING STREET
MARQUETTE, MICHIGAN 49855

Name _____ Social Security _____

Package # _____, consisting of _____ hours.

As of effective date _____, I will no longer be available for the above hours and desire to be put on "On Call" status.

Signed _____

Date _____