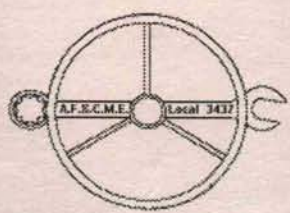


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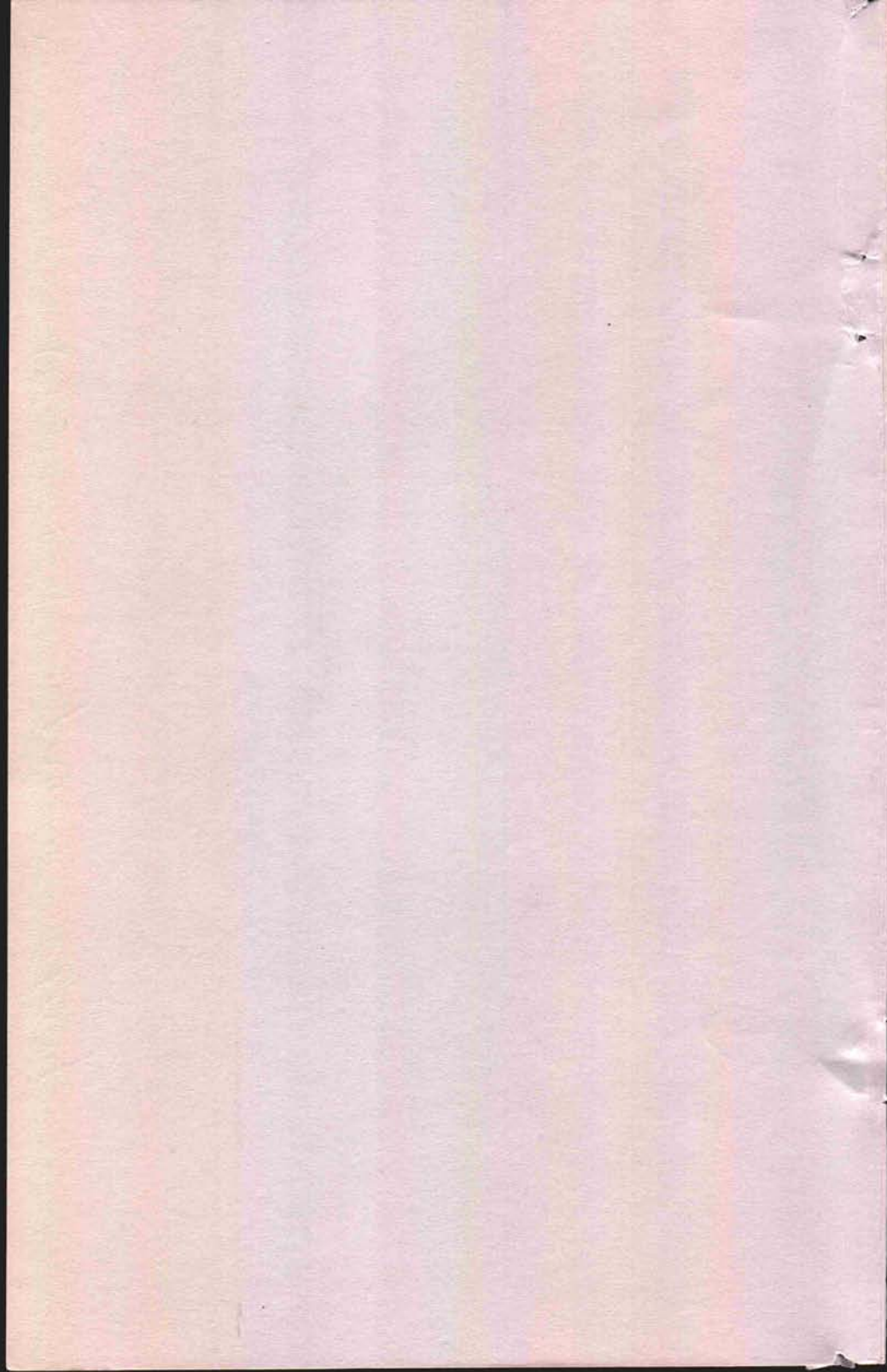
LABOR AGREEMENT

Between the
Mass Transportation Authority
and
AFSCME Local 3437

Effective April 6, 1998

(Exhibit) Mass Transportation Authority

Michigan State University
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RELATIONS LIBRARY



LABOR AGREEMENT
BETWEEN THE
MASS TRANSPORTATION AUTHORITY
AND
AFSCME LOCAL 3437
EFFECTIVE APRIL 6, 1998

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AGREEMENT

This Agreement, made and entered into this 19th day of March , 1998 by and between Mass Transportation Authority located at Flint, Michigan, party of the first part and hereinafter termed the "Authority" and Local 3437 , Michigan AFSCME Council No. 25 and American Federation of State, County and Municipal Employees, AFL-CIO, party of the second part and hereinafter called the "Union".

ARTICLE I (1)
PURPOSE OF INTENT

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

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

ARTICLE II (2)
RECOGNITION OF PARTIES

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

ARTICLE III (3)
SUCCESSOR CLAUSE

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

ARTICLE IV (4)
AGENCY SHOP

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

ARTICLE V (5)
DEDUCTION OF DUES

SECTION 1.

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

SECTION 2.

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

SECTION 3.

A properly executed copy of such authorization for check-off of dues forms for each employee for whom the Union membership dues are to be deducted thereunder shall be delivered to the Authority before any payroll deductions are made. Deductions shall be made thereafter only under authorization for check-off dues forms, which have been properly executed and are in effect. Any authorization for check-off of dues that is incomplete or in error will be returned to Michigan AFSCME Local 3437 Secretary / Treasurer by the Authority.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

The Authority shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payment of any sum other than that constituting actual deductions made from current wages earned by employees. No past due accounts or dues will be the responsibility of the Authority.

The Union will defend, indemnify and save harmless the Employer and/or the funding agency from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer or for actions taken or not taken by the funding agency for the purpose of complying with this Article.

ARTICLE VI (6)
STEWARDS

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

1. Chief Steward

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

2. Stewards

The Steward will have the time necessary to handle grievances and to attend Union meetings and conferences with the Authority. The steward shall continue to work at his/her assigned job at all times except when required to leave his/her work to handle grievances, conferences, or meetings as provided for herein. The Steward will have the time necessary to act in this capacity without loss of pay or benefits.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

ARTICLE VII (7)
UNION BUSINESS

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

ARTICLE VIII (8)
MANAGEMENT RIGHTS CLAUSE

SECTION 1.

The Authority shall have exclusive control of the making of schedules for the operation of the Authority's vehicles or prescribing the amount of service for all primary, secondary, suburban and regional routes; the frequency of service and the amount of time to be allowed on scheduled runs, shall have the right to hire, promote, discharge for cause and to maintain discipline and efficiency, subject to any limitation in this contract, as well as the right to make and enforce reasonable and uniform rules and regulations as to the duties defined by the job classifications and conduct of the employees not inconsistent with the terms of this contract, and in general, all rights and privileges otherwise belonging to either party not herein modified, delegated or abridged are reserved to the Authority or the Union as the case may be and the Authority agrees to honor all terms of this Agreement and the rights of the Authority shall in no way conflict with the terms of this Agreement.

SECTION 2.

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

ARTICLE IX (9)
SUBCONTRACTING

SECTION 1.

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

SECTION 2.

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

The needy will be defined as individuals not handicapped and under sixty (60) years of age that are unable to utilize fixed route service. Management and the Union will work together to define the criteria that would qualify an individual as needy.

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

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

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

ARTICLE X (10)
NO STRIKE/ LOCKOUT/EXTRA AGREEMENT CLAUSE

SECTION 1.

The Union recognizes that the primary objectives of the Authority in entering into this Agreement are the promotion of orderly and peaceful relations with its employees, and the attaining of efficient and uninterrupted operations of its facilities. To that end, it is agreed that during the term of this Agreement, the Union shall not itself engage in nor shall it authorize its members, individually or collectively, to engage in any form of strike, slow-down, sit-down, stay-in or other stoppage of work which has its objective the obtaining of a modification of this Agreement.

SECTION 2.

The Union further agrees that for the duration of this Agreement it shall not engage in nor authorize its members to engage in any strike or other work stoppage, or interruption of work, picketing the Authority's property, or interfering with or disturbing the service in any manner contrary to the spirit and intent of this Agreement. Employees engaged in unauthorized picketing, interruption of work, or other work stoppage are subject to discipline up to and including discharge. However, it is understood that the question as to whether an employee or employees' activities were such as is prescribed by this Section may be a proper subject of the Grievance Procedure.

SECTION 3.

The Employer agrees not to lock out its employees.

SECTION 4.

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

ARTICLE XI (11)
QUALITY COMMITMENT PROGRAMS

SECTION 1.

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

SECTION 2. QUALITY OF WORK LIFE PROGRAM

The Authority recognizes the responsibilities of the Union to act in the best interest of the membership at all times. The Union recognizes the responsibilities of the Authority to operate the business in the most efficient manner possible. Notwithstanding, the Authority and the Union agree that providing as comfortable yet efficient work environment works to the advantage of both parties. A forum for dialogue and communication could work as a positive mechanism in the Labor/Management relationship. Therefore, the parties have agreed that a Committee to improve the daily work life of employees will be established. The Committee will be called the Quality of Work Life Control Group. The committee will be composed of no less than six (6) persons. Three (3) each from Management and the Union. Membership in the control group must be voluntary. Each member will have one (1) vote. Chairperson responsibilities will rotate between members each meeting, alternating between Union and Management. All topics that are discussed will be at the discretion of the control group. It is the intent of the Quality of Work Life Program to implement changes by consensus. Therefore, decisions of the control group require the consensus of all members of the group before the solution constitutes a control group decision. The intent of the control group is to address areas of mutual concern, therefore, there can be no discussion of active grievances. It is further agreed that no discipline nor grievance may come as a result of the activities within the control group. The implementations of the decisions of the control group are necessarily constrained by operating budgets, however, the Authority is committed to provide the necessary resources for implementation and administration of programs that the control group adopts.

SECTION 3. TOTAL QUALITY COMMITMENT PROCESS

In order to provide the community with quality services and be able to respond to all customer's needs, internal and external, efficiently and effectively each individual employee must commit to the principles of continually improving the quality of services that we provide. Union and Management mutually commit to employee empowerment utilizing the total quality commitment process as an essential element in meeting this goal. Further, we commit to clearly focusing the entire organization toward the continuous improvement process in a joint effort to identify and eliminate waste and inefficiency.

A. SUPERVISORY PARTICIPATION

The Authority agrees to request and encourage its supervisors to actively encourage small incremental changes that improve quality and recognize that cooperation by its supervisors is essential to the success of the process.

B. BARGAINING UNIT PARTICIPATION

The Union agrees to request and encourage its members to cooperate in the Total Quality Commitment (TQC) process and recognize that the benefits that can flow to employees as the result of successful experimentation is dependent upon the cooperation and participation of the employees and the Union leadership.

C. MUTUAL RESPONSIBILITY

Both parties agree that there is a mutual responsibility to provide positive leadership in the development of a climate of cooperation where meeting or exceeding customer expectations and internal employees needs is the focus of each member of the organization.

D. TRAINING

The Authority commits to the assignment of all regular employees to organizational training that will bring an awareness of the concepts of the total quality management philosophy.

E. TEAMS

Management and the Union agree that when members of the bargaining unit voluntarily join Quality Commitment teams:

1. The members are spending time outside their normal work hours.
2. The subject of the teams are beyond the employees regular job or working conditions.
3. The work is non productive, therefore there is a mutual understanding that all hours spent in such activity are paid at straight time and are not hours counted under this Agreement as hours worked.

ARTICLE XII (12)
PROGRAM FOR THE MUTUAL RECOGNITION OF
MANAGEMENT AND EMPLOYEE RIGHTS, RESPONSIBILITIES,
REWARDS, AND RECOGNITION

SECTION 1.

The Authority and the Union agree that an atmosphere of cooperation and mutual respect among all employees is essential to maintaining a happy and productive workplace. This atmosphere must be based upon mutual recognition of the rights of each party. With these rights there are responsibilities that must be recognized. The positive sides of the Labor/Management relationship should be reinforced through joint efforts designed to promote high morale and reward superior performance on the part of the employee.

SECTION 2.

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

SECTION 3.

Membership on this committee will be composed of executive level management and executive level union leadership. Meetings will be scheduled as required, but at least once a month, unless canceled by mutual Agreement.

SECTION 4.

It is the primary aim of the Four "R" Committee to focus on the satisfaction of employee's workplace needs and creating an environment where meeting or exceeding our customer's expectations is the primary focus of each employee. It is essential that progress toward the attainment of this important goal be measured on a continuing basis. Therefore, an employee attitude survey will be taken under the guidance of the Four "R" Committee at least once each year. The format and content of this survey will be approved by the committee membership prior to implementation.

SECTION 5.

The Four "R" Committee is considered to be a forum for management/labor dialogue and communication. It is anticipated that an important function of this committee is to provide oversight on the activities of the Labor/Management Control Groups and Total Quality Commitment Teams. It is agreed that generally this committee will act in the formulation and promotion of discussion on issues of concern to our employees, however, there can be no discussion of active grievances. Where appropriate, subjects will be referred to the Labor/Management Control Groups or Total Quality Commitment Teams for recommended solutions.

ARTICLE XIII (13)
EMPLOYMENT STATUS/SENIORITY

SECTION 1.

INITIAL PROBATIONARY STATUS:

All new and re-hired employees will complete a probationary period for the first 90 work days after their date of hire. The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Authority may terminate the employment relationship during the probationary period at its discretion by written notice from an appropriate authorized officer of the Authority to the employee and the Union. Any employee's Probationary Period may be extended by the Employer for an additional thirty (30) work days by sending such notice for extension, in writing, to the employee and the Union. 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 prescribed except matters of discipline or employment termination for other than Union activity. Upon satisfactory completion of the initial Probationary Period, employees enter the "regular" employment status and the employee's seniority shall accrue from the date of hire.

SECTION 2.

REGULAR EMPLOYEE STATUS

Company Seniority is defined as continuous employment from the last date of hire without interruption or break except that the following shall not be considered as breaks of employment:

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

Classification Seniority shall start as of the date of assignment in the specific job classification and accumulate for periods of time worked in the respective job classification. The Authority shall provide the Union with an up-to-date Classification Seniority list of all Regular Employees on separate full and part time list every six months upon request. Any disputes regarding the accuracy of the Classification Seniority list must be brought forward within thirty days after notification. If two or more employees are hired on the same day, comparing the last four digits of their social security numbers shall break the tie. The sum of the last four (4) digits of their social security number will be used to determine the highest sum total. The highest total will be given the first position on the seniority roster for that date, second highest sum total will be given the second position, etc. If the sums are equal,

the same principal will be applied using one (1) less digit until determinable (i.e. sum of the last three (3) digit, sum of the last two (2) digits, the last one (1) digit). Any protest of seniority must be made to the Authority within thirty (30) days of the initial date of first posting after date of hire or the seniority roster will stand as correct. Any bargaining unit employee promoted or transferred to a position outside the bargaining unit shall have his/her classification seniority frozen as of the date of such transfer or promotion. At the time the employee may return to the bargaining unit he/she shall return to the bargaining unit with the frozen classification seniority retained at the time of leaving the unit.

An employee shall lose seniority for the following reasons:

- (1) Discharge or permanent removal from the payroll and the separation is not reversed through the grievance procedure.
- (2) Voluntary or regular retirement.
- (3) Resignation or voluntary quit
 - (a) Failure to return to work within three (3) days after return to work date from layoff or leave of absence.
 - (b) Absence from work for three (3) consecutive days without proper and valid notice of absence.

ARTICLE XIV (14)
EMPLOYEE MEDICAL EXAMINATIONS

SECTION 1.

The health of the employee is a primary concern of the employer. To ensure that employees' health and ability to perform their duties safely, medical examinations are required.

SECTION 2.

Under the Authority's employee Wellness Program, employees are required to take medical examinations that at a minimum meet the DOT criteria for a physical examination, on a yearly basis, as part of the Authority's program to promote wellness of the employee. Such examinations must be taken within thirty days before or thirty days after the employee's birthday. Examinations under the Wellness Program are to be scheduled before or after the employee's normal work shift and are not considered paid time.

SECTION 3.

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

SECTION 4.

If the employee is found, through any examination, not to meet DOT Certification and to be physically disqualified to perform his/her regular duties, the provisions for a sick leave may apply for non-job related injury or illness. At the conclusion of the sick leave period, if the employee is found through examination to continue to be disqualified to perform his/her job duties the Authority shall have the option of finding other work for him/her that he/she can do or terminating him/her. Job related injuries or illness shall be covered under Worker's Compensation provisions.

SECTION 5.

If the employee is found, through any examination, to be physically qualified to perform his/her job duties, the Authority will so notify the employee of the date he/she will be marked for work (no sooner than five (5) days from date of notification). Failure to report in three (3) days from scheduled work date will constitute a voluntary quit by the employee.

SECTION 6.

If the appointed MTA doctor's conclusion differs from the employee's opinion or any previous or subsequent doctors opinion as requested by the employee, then the first two doctors shall elect a third. The decision of two of the three shall be binding upon the Authority and the employee, and expenses of the third examination shall be borne equally by the Authority and employee involved.

SECTION 7

If any examination is not covered under the MTA medical program that the MTA requires, it will be paid by the employer. Each employee who has taken or shall be required to take a physical examination will be paid for lost time at regular rate of pay, excluding the wellness physical identified in Section 2 of Article XIV (14). If there is no health care coverage for the employee, they will be provided their annual physical through the company physician.

**ARTICLE XVI (15)
EMPLOYEE ATTENDANCE**

SECTION 1.

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

SECTION 2.

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

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

Both parties agree to the implementation of an incentive program to encourage and reward continuous, dedicated attendance on the part of the employee. In the interest of fairness it is agreed that the employee will earn their rights to the attendance incentive if they appear at the designated run start time.

Although tardiness at the show-up time is in violation of the established company rule and subject to appropriate discipline, the incentive will be earned if the employee reports in person within 10 minutes of the scheduled show-up time and departs at the designated run-start time. It is the responsibility of the employee to record their check-in time, on their time card, by using the time-clock as the official record of their arrival for work.

SECTION 7.

It is agreed that a person may be away from work for personal reasons under the provisions of granted time off without affecting incentive. Granted time off is only acceptable when there is prior written approval of the appropriate supervisor.

SECTION 8.

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

SECTION 9.

It is recognized that prolonged absenteeism for a single or various reasons may become excessive. By following the steps of progressive discipline, Management may identify employee attendance problems that constitute a breach of the employee responsibility to attend work regularly.

SECTION 10.

It is the employees' responsibility to notify the Authority no later than sixty (60) minutes prior to their reporting time when they cannot report for work as assigned. Notification shall be made by calling the recorder. Employees are responsible to provide the information requested on the recorder, including stating the reason for the absence and when they may be expected to report ready for work.

Any employee that calls in and states they have an illness shall provide a primary care physician's or designated company clinic physician's written statement to the department supervisor by 5 p.m. on the third (3rd) day stating the nature of the illness and the period of time that they will be off due to illness.

Absences reported on the recorder, other than personal illness, that exceeds more than one (1) day requires the employee to call the department supervisor. The only exception being death of a family member which is covered under bereavement leave pay.

SECTION 11.

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

SECTION 12.

For other than the routine wellness physical, the Authority will pay for such examination which it requires an employee to take. Each employee who has taken or be required to take a physical examination, other than the routine wellness physical, will be paid for lost work time at regular rate. If there is no health care coverage for part-time employees, they will be provided their wellness physical through the company physician.

SECTION 13.

If the employee is found, through such examination, to be physically qualified to perform his/her regular duties, the Authority will so notify the employee of the date he/she will be marked for work (no sooner than five (5) days from date of notification). Failure to report in three (3) work days will constitute an automatic quit by the employee.

SECTION 14.

If any employee is found, through such examination, to be physically disqualified to perform his/her regular duties, any entitlements under the Authority's sick leave of absence program will apply for non-job related injury or illness.

At the conclusion of the sick leave period, if the employee is found through examination to continue to be disqualified to perform his/her regular duties, the Authority shall have the option of finding other work for him/her which he/she can do or terminating him/her. Injuries or illnesses determined to be Job related shall be covered under Workman's Compensation provisions.

SECTION 15

If, however, the employee disagrees with said doctor's conclusion, he/she may have himself/herself examined at his/her own expense by any other doctor of medicine of his/her choice, and if the latter disagrees with the conclusion of the Authority doctor, then the first two doctors shall select a third. The decision of two of the three shall be binding upon the Authority and employee, and expenses of the third shall be born equally by the Authority and employee involved.

ARTICLE XVI (16)
GENERAL

SECTION 1. WORK WEEK

The Authority defined work week shall be Monday through Sunday.

SECTION 2. SUBPOENAS

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

An act for the purpose of payment includes the following:

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

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

SECTION 3. PROBATION

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

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

SECTION 4. JURY DUTY

Each employee called upon for jury duty shall receive from the Authority, the difference between his/her hourly rate and forty (40) hours of pay for regular full-time operators, and thirty (30) hours of pay for part-time operators at his/her regular hourly rate for each week of jury duty.

As a pre-condition to receiving jury duty compensation from the Authority, a statement from the court will be given to the Authority by the employee showing the jury duty compensation to be received from the court.

SECTION 5. JOB-RELATED INJURIES

An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day. An employee who has returned to his/her regular duties after sustaining a compensable injury who is required by the Authority's doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time provided that the appointment cannot be scheduled outside of regular working hours.

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

Prevailing base rates of pay will continue for the job classification the employee possessed at the day of injury. This rate of pay shall continue throughout the period of compensable injury associated with the identified injury.

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

If an employee disagrees with the medical conclusion of the Authority's physician, the employee may have himself/herself examined, at his/her own expense, by any other doctor of medicine of his/her choice. If the latter disagrees with the conclusion of the Authority's physician, then the first two doctors shall select a third. The decision of two (2) of the three (3) shall be binding upon the Authority and employee, and expenses of the third examination shall be borne equally by the Authority and the employee.

For favored work assignments, the affected employee will be paid, during the entire period of disability, at the hourly rate being received at the date of injury. Only attendance incentive will apply while on favored work.

Vacation hours will accumulate upon return to favored work or full duty. Accumulated vacation credit hours cannot be utilized nor will advanced vacation payment be granted unless the employee is on favored work or full duty status.

Employees refusing available favored work within their restrictions will be subject to the rules and regulations of the Worker's Compensation law.

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

SECTION 6. EMPLOYEE FIXED ROUTE BUS PASSES

All members of the Union in active service of the Authority and their wives, husbands, and unmarried children shall be entitled to free transportation over all primary routes and Your Ride (where the employee meets eligibility criteria) operated by the Authority. Annual passes for the wives, husbands and children (eighteen (18) years and under) shall include a photograph furnished by the employee. Any misuse or loan of a pass will be cause for the Authority to demand surrender of same.

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

SECTION 7. MAINTENANCE OF STANDARDS

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

SECTION 8. SAVE HARMLESS

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

SECTION 9. INCLEMENT WEATHER

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

employees who appear for work and /or are authorized to be absent will be paid their full pay for that day or days.

ARTICLE XVII (17)
REDUCTION IN FORCE

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

The Union will be notified in writing at least two (2) weeks prior to layoff.

SECTION 7.

In the event of a scheduled layoff, notwithstanding their position on the seniority list, the president, Union executive committee person and stewards shall be retained in their respective shifts and work locations provided they are capable and willing to perform the work in their classification. In the event the classification, shift or work location is eliminated and a dispute should arise as to whether the aforementioned shall be assigned or laid off, the dispute shall be a proper subject for a Special Conference. Should the dispute remain unsettled after the Special Conference, the matter may be pursued through the grievance procedure.

SECTION 8.

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

ARTICLE XVIII (18)
RECALL

SECTION 1.

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

SECTION 2.

When recalling laid off employees, the Director of Human Resources will notify the employees by certified mail to the employee's address of record. The employer will notify the employee at least two (2) weeks prior to return to work.

SECTION 3.

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

SECTION 4.

Employees must return to work on the scheduled return to work date. Notification will normally be by telephone confirmed by certified mail. Certified mail to the address of record constitutes proper notice of return to work if returned by the post office as undeliverable. If an employee does not return to work within five (5) days of the return to work date they will be considered a voluntary quit.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

No new employee may be hired within the job classification as long as employees within that job classification are laid off.

ARTICLE XIX (19)
NEW JOB POSITIONS OR NEW JOB CLASSIFICATIONS

SECTION 1.

When a new position in a department is established by the Authority, employees covered under this Agreement may submit an application. No preference, however, will be given to a current employee for an existing or new position.

SECTION 2.

A job announcement with listed minimum qualifications will be posted. Applicants will be selected on a best-qualified basis.

ARTICLE XX (20)
TRAINING PROGRAM

SECTION 1. General Training or All Personnel

The Authority agrees to train employees as required on procedures and equipment necessary by their job assignment.

All hourly employees will receive training on the appropriate MTA operating procedures, federal and state regulations, employee benefit programs, the quality of work life program, the total quality commitment process, defensive driving and employee wellness.

SECTION 2. Training for Driver Job Classification

The Authority will provide training at the time of employment as necessary for the employee to accomplish the duties of the respective job classification. Additional training requirements for the performance of present job duties due to new bus technology or new MTA procedures will be provided by the employer. Refresher training will be provided throughout the course of their employment in two ways. First, regular scheduled refresher training on existing procedures. Secondly, refresher training when management deems that the employee is in need of training regarding a specific deficiency.

It is the responsibility of the employee to maintain any legal certification necessary to operate equipment in their respective job classification. Where special certifications are needed to operate equipment or carry passengers of a specific designated category, it is the responsibility of the employee to obtain such certification as may be needed prior to the selection of a particular run during the run pick process.

SECTION 3: Training for Maintenance Job Classification

The Authority and Union are committed to a training program that will provide qualified personnel in skilled maintenance positions while allowing for upward mobility within the maintenance work force.

Each of the employees at the discretion of the employee in the job classification of Mechanic: Building, Grounds and Equipment Maintenance Specialist, and Body Repair and Painting Specialist can earn up to the maximum number of key proficiencies in each of the categories for their job classification.

The key proficiencies for the Mechanic are diesel engine overhaul, diesel engine tune-up, engine removal and replacement, transmission rebuild, transmission removal and replacement, climate control and electrical repair Class I.

The key proficiencies in the Building, Grounds and Equipment Maintenance Specialist job classification are electrical systems Class I, heating and ventilating systems, air conditioning systems, carpentry Class I, and plumbing maintenance.

The key proficiencies in the Body Repair and Painting Specialist job classification are body repair, chassis repair, vehicle, buildings and equipment painting, and electrical repair. An employee in the designated job classification can earn key proficiencies by getting state certification (or other certification as agreed upon between the Authority and the Union) on their own and successfully demonstrating their ability to perform on the job to the MTA trainer.

The proficiency is added when the employee already assigned in the job classification gets certification and successfully demonstrates this ability to the trainer. An employee in the general maintenance technician classification may get state certification in the key proficiencies on their own. After successfully demonstrating their ability to perform the key proficiencies on the job to the MTA trainer, the GMT will be MTA certified. MTA certified GMT's will be given the next available mechanic replacement position opening based upon their MTA certification date seniority. Where a new job is created by adding a new position the Authority may promote without consideration of certification seniority.

Maintenance employees in the classifications of Mechanic, Bump and Paint, and Buildings & Grounds who attend the MTA designated educational institution (currently Mott Community College) for the purpose of certification will be reimbursed for the cost of tuition according to the following:

- Grade C = 50% reimbursement of tuition
- Grade B = 75% reimbursement of tuition
- Grade A = 100% reimbursement of tuition

SECTION 4. Apprenticeship Program

The MTA apprenticeship program is designed to train students to be fully qualified in a designated job classification through a combination of classroom and on the job training. Selection will be determined by written test plus interview. The student will be selected by management at management's discretion. The student must sign a contract with MTA. The apprenticeship program is a designed number of hours with State & MTA certification and a guaranteed position at completion. The student will be paid by MTA when in training. Student must pass the appropriate state certification test at the end of each designated area of the program. Student will be in a non union status while in the apprenticeship program. The program is open to all employees and the general public. The number of students in the program is at management's discretion based upon forecasted need. Lead training responsibility and progress evaluation rests with MTA training foreman. Student must commit a year of work for each year of training received or pay \$7500 for each unfilled year. Present MTA employees selected for the apprenticeship program will be given a trial period. If after the first unit of classroom training, it is determined that the employee is

unable to perform the job, or the employee elects not to continue in the apprenticeship program, the employee shall be transferred back to the former classification.

SECTION 5. MTA Instructor:

The MTA instructor is to perform periodic evaluation of technical performance of employees and provide training in their current proficiency. New proficiency training for current employees is based only on MTA's need. The MTA training instructor will provide new technology training in current proficiencies when needed for present mechanics. Instructor will test newly certified employees to validate capability, oversee apprenticeship program and provide written progress reports.

SECTION 6. Mentor:

Mentors will be established for each apprentice assigned on the job training. The mentor may change for each key proficiency area dependent upon the apprenticeship program assignment needs. An additional mentor pay when the apprentice is actually assigned to a mentor of one dollar per hour will be given. A weekly written apprentice progress report completed by the mentor will be given to the MTA training instructor.

ARTICLE XXI (21)
RULES AND REGULATIONS

SECTION 1.

A copy of all company rules will be issued to each employee. It will be the responsibility of each employee to read and comply with such company rules.

A copy of all operating procedures that affect the employee, as well as a copy of the uniform code of conduct will be issued to each employee. It will be the responsibility of each employee to read and comply with such operating procedures and codes of conduct.

SECTION 2.

Prior to any new company rules, or if there are any changes in existing company rules, such new company rules or changes will be reduced to writing and a copy sent to the Union. If requested with fifteen (15) days of receipt of the written new or changed company rule, a meeting will be held prior to implementing any such new company rule. If the Union disagrees with the reasonableness of any new company rules or changes, it may submit a grievance at Step 2 of the Grievance Procedure and the Authority agrees not to implement any new company rule or change until a final decision is made through the Grievance Procedure.

ARTICLE XXII (22)
SAFETY

SECTION 1.

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

SECTION 2.

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

"Personal injury and equipment damage can be substantially controlled through the development of a proper awareness on the part of all employees and the use of procedures that recognize the importance of safety to the attainment of both organizational and personal goals.

SECTION 3.

The Authority and the Union agree that they will use their best efforts to achieve a mutual objective of minimizing industrial and personal accidents on the part of the employees. The Union recognizes the need for the employee to exercise due care at all times. Further, in the operation of vehicles it is necessary that the operator routinely exercise defensive driving techniques even though these techniques go beyond his/her mandatory responsibilities under the Vehicle Operators Code for the State of Michigan. The Authority recognizes the importance of the proper maintenance of the facility and all equipment and is committed to the implementation of mechanisms that will insure quality maintenance on a timely basis.

SECTION 4.

It shall be the responsibility of the employee involved to report all unsafe conditions. The proper use of the vehicle defect card is an important responsibility of the vehicle operator.

SECTION 5.

The Union may appoint not less than two (2) members to the Mass Transportation Authority Safety Committee.

The Authority shall appoint not less than two (2) members to the Mass Transportation Authority Safety Committee.

SECTION 6.

The employee must report any unsafe working condition to the supervisor. Within twenty four (24) hours all complaints regarding safety shall be discussed at meetings between the Steward and the supervisor where the unsafe condition was reported. However, unsafe conditions that could result in serious injury to the employee or the passengers will be taken up immediately with the supervisor after it is reported.

SECTION 7.

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

SECTION 8.

When equipment defects, creating unsafe conditions, are discovered during vehicle pre-inspection, and reported in writing by the employee, the equipment will not be operated until it has been checked out by a mechanic and released by the maintenance supervisor.

SECTION 9.

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

SECTION 10.

Safety awareness will be encouraged through periodic paid safety meetings and participation in the National Safety Council program for safety awareness.

SECTION 11.

A First-Aid Kit will be available for all employees for job-related injuries.

SECTION 12.

Employees shall not operate equipment or tools without proper training or authorization from the supervisor or foreman.

ARTICLE XXIII (23)
ACCIDENT REVIEW BOARD

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

The Accident Review Board is comprised of the following seven (7) members:

Mott College, Safety Department, Member
Genesee County Sheriff Department, Member
City of Flint, Safety Department, Member
Michigan State Police, Member
Grand Blanc Township Police
Burton Police
Mt. Morris Township Police

Three (3) members will constitute a quorum. If a quorum is not present, the ARB members present may proceed to reach a decision if mutually agreed upon by both the Union and the Authority.

SECTION 6.

Reference material will be provide to the Accident Review Board as follows: Employee accident report, police accident report, safety director accident report, insurance agent comments, statements of witnesses, diagrams, photographs, and other miscellaneous information as required to effect an equitable finding.

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

SECTION 10.

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

SECTION 11.

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

SECTION 12.

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

ARTICLE XXIV (24)
DISCIPLINE, SUSPENSION AND DISCHARGE

SECTION 1.

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

1. Oral counseling
2. Written reprimand
3. Suspension
4. Discharge

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

SECTION 2.

In the imposition of discipline, it is agreed between the parties that employees shall be notified of infractions as they occur with the Authority retaining the right to withhold imposition of discipline, at its discretion, and review the employee's overall record from time to time. In the event an employee accumulates various infractions, whether similar or not, the Authority may impose discipline it deems appropriate for all infractions prior to the imposition of employee discipline.

The Authority shall not consider infractions more than one hundred eighty (180) days worked by the employee prior to the date of discipline to determine if discipline is justified. Once it is determined that discipline is justified, the Authority may not rely upon disciplines previously imposed upon the employee that are more than five hundred forty (540) days worked by the employee when it is determining the appropriate length of future disciplines to be imposed.

Nothing contained herein shall limit the right of the Authority to impose discipline for a single infraction.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

ARTICLE XXV (25)
GRIEVANCE PROCEDURE

SECTION 1.

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

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

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

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

Disputes not presented to the supervisor within five (5) scheduled working days of when the occurrence first became known or should have become known, will be deemed abandoned. Prior to the time when a dispute is put into writing, the Steward may review the facts on which the dispute is based, or the claims made by the employee, with the appropriate supervisor. The time limits in this section may be extended by written agreement between the Steward and the General Manager or his authorized representative.

STEP 1.

Any dispute that remains unsettled and is established as a grievance by the Union, shall be reduced to writing on the regular grievance form provided by the Union. The grievance number will be obtained from the General Manager's Administrative Assistant or her/his representative. The grievance is to be submitted to the Supervisor in the case of bus operators, or to the Foreman for maintenance employees or in both cases to their authorized representative. A written answer will be given within five (5) working days to the Grievant and to the Union.

STEP 2.

Grievances that are not settled at the first step, shall be submitted to the Director of Transportation Services, in the case of bus operators, or to the Director of Building, Grounds, and Maintenance for maintenance employees or in both cases to their authorized representative. A written answer will be given within five (5) working days to the Grievant and to the Union.

STEP 3.

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

STEP 4.

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

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

SECTION 2.

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

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

After designation of the Arbitrator, a hearing shall be held as soon as practicable and the Arbitrator shall issue an opinion and award in accordance with said rules, which, if

within the arbitrator's jurisdiction, shall be final and binding on the parties and the employees involved. Said award shall be subject to any state law or federal law or regulation applicable thereto.

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

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

SECTION 3.

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

SECTION 4.

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

Grievance(s) involving discharges or disciplinary suspensions may be advanced to Step Two (2) in the Grievance Procedure.

SECTION 5.

In the event the Authority shall fail at any step in the Grievance Procedure to submit an answer within the time limits provided in the foregoing sections, the Union may notify the Authority that it is taking the grievance involved to the next higher step and omitting the

step involved. Said time limits may be extended by written agreement between the Steward and the General Manager or his authorized representative.

SECTION 6.

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

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

The Union may be represented by two or more of its officers or other representatives selected by its Executive Board and the persons so selected shall be considered duly accredited officers of the Union.

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

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

SECTION 7.

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

ARTICLE XXVI (26)
OPERATIONS - CLASSIFICATIONS
FULL-TIME REGULAR OPERATORS

SECTION 1.

Regular operators are defined as full time operators that received a picked work assignment in excess of thirty-two (32) hours during the run pick process. If the full-time operator is required to show-up a minimum of two (2) hours will be paid.

SECTION 2.

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

SECTION 3.

The first show-up time will have fifteen (15) minutes allotted for the purpose of pre-operational briefings and preparing to operate runs. All operators must report fifteen (15) minutes ahead of actual scheduled leaving times.

Ten (10) minutes will be allotted to the second (2nd) show-up time, if appropriate to the run, for the purpose of preparing to operate runs. All operators must report ten (10) minutes ahead of actual scheduled leaving times.

SECTION 4.

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

SECTION 5.

Schedules may be operated on board mark up the day or days the selection of runs is being made by operators, provided, however, they are not so operated for more than three (3) days without selection being made.

SECTION 6.

A sufficient number of full time regular bus operators will be on the personnel rolls of the Authority to cover all full time work assignments. In addition, a full-time work assignment will be established for the operator that serves as Chief Steward, if an operator, or Operations Steward to handle unplanned emergencies. Unplanned emergencies are defined as absenteeism where the employee does not provide at least sixty (60) minutes call-

in. Work assignment are full time when the hours assigned total thirty-two (32) hours or more for each week through the selection by the operator of one or more runs.

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

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

After a run is open for thirty (30) work days (or can be projected to be open for thirty (30) work days, because the operator who selected it is unable to work it), the next operator in seniority shall have the right to select this run or to keep the run already selected by him/her. When the operator who originally selected the run returns to work, he/she shall have the right to select any run his/her seniority allows him/her.

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

When a run is vacant due to a temporary promotion of a part-time operator, the run will be covered by a substitute operator providing the run has not been vacant for more than three (3) working days.

SECTION 7.

Whenever the pay time or work time in a run is changed over thirty (30) minutes, the operator of the run involved will have the right to select any run his/her seniority allows within three (3) working days of the pay time change. Runs with thirty (30) minutes and over pay time added will be available for selection, starting with the top seniority operator.

Paid time for a secondary run that is reduced in run time will not suffer a reduction in pay up to twenty-nine minutes.

SECTION 8.

The board shall be marked up once each day not earlier than eleven o'clock a.m. (11:00 a.m.), nor later than the time the first regular work assignment is due off, for all runs for the following day. Operators unassigned because of granted time off will have priority for their chosen run providing they notify the Dispatcher prior to seven P.M. (7:00 P.M.) of the day preceding the show up. The Dispatcher shall attempt to notify all operators involved in the changes. The assignment of extra operators to runs shall be in accordance with their seniority for that day.

SECTION 9.

In order to prevent misunderstanding, when a new run guide is proposed to be put into effect and a reassignment made there under, the run guide shall be posted at least seventy-two (72) hours before going into effect, provided however, that this ruling shall not apply in cases where legal requirements or events beyond the control of the Authority necessitates a quicker change. Run guides will be furnished to the Union on request.

SECTION 10.

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

SECTION 11.

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

SECTION 12.

When a regular operator is assigned work having less pay time than the run selected by the operator, he/she will be paid the difference except when the operator requests this work for his/her accommodation. If this is in excess of the operator's run, such excess time will be paid at the overtime rate. Scheduled pieces of work which are combined into seven (7) or more hours of work will be considered as runs and pay at least eight (8) hours.

SECTION 13.

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

SECTION 14.

When an operator has completed his/her run at a relief point, he/she shall not leave the bus unattended, but shall notify the Dispatcher immediately and if required, shall make an extra trip for which he/she shall be paid at the appropriate rate.

SECTION 15.

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

SECTION 16.

Operators shall keep the inside of buses in a reasonably neat condition while in operation and will be responsible for closing windows and shutting off all electric switches when leaving buses at the terminal.

SECTION 17.

During the established holiday seasons regular part-time operators may be utilized to provide coverage if there are no full-time regular operators on layoff. Regular part time operators so used will not be required to have a picked run. Regular full-time operators covering for regular operators will not be required to have a picked run.

SECTION 18.

No run shall have more than one layoff period from the starting time to the completion of the run. No layoff period shall be less than one (1) hour.

PART-TIME OPERATORS

SECTION 1.

Part-time operators are defined as operators hired to perform job duties on a regular basis with a guarantee of twenty-five (25) hours for the Authority defined work week, but not more than thirty-two (32) hours per work week without prior written agreement between the Authority and the Union.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

The first show-up time will have Fifteen (15) minutes allotted for the purpose of pre-operational briefings and preparing to operate runs. All operators must report fifteen (15) minutes ahead of actual scheduled leaving times.

Ten (10) minutes will be allotted to the second (2nd) show-up time, if appropriate to the run, for the purpose of preparing to operate runs. All operators must report ten (10) minutes ahead of actual scheduled leaving times

SECTION 6.

Part time operators may be used to replace operators on suspension.

SUBSTITUTE OPERATORS

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

Substitute operators will not be utilized for show-up.

SECTION 5.

Substitute operators will be used only if full time and/or part-time operators are not available for their picked run except for employees on suspension.

ARTICLE XXVII (27)
OPERATIONS - GENERAL

SECTION 1.

It is the Operation employees' responsibility to notify the Authority no later than sixty (60) minutes prior to their reporting time when they cannot report for work as assigned. Notification shall be made by calling the recorder. Employees are responsible to provide the information requested on the recorder, including stating the reason for the absence and when they may be expected to report ready for work.

SECTION 2.

The Authority will place in the Operation's Dispatch Office, a book in which employees may register the particular day or days for which they request granted time off, at the discretion of the supervisor. If an employee has accrued vacation hours, they will be required to utilize vacation rather than a granted day off. Officers and others having union business shall be entitled to get off in preference to others and the Supervisor shall make a special effort to release them. Said book shall be dated one calendar month ahead.

ARTICLE XXVIII (28)
RUN SELECTION

SECTION 1.

Route and Run Development is accomplished by the Authority utilizing computer-based software. The Authority will create as many full time runs as possible. Recommendations for adjustment to the computer-based routes and runs through the Run Development Committee and Total Quality Commitment process are welcomed. The Run Development Committee shall be allowed adequate time to evaluate and recommend work assignments. When consensus cannot be reached by the Committee, a joint meeting of Management and Union leadership shall meet to resolve the differences. Run Development Committee cost will be shared equally by the Union and Management. Run selection will be based upon the following schedule:

a. Primary Routes

Runs covering primary routes will be picked four (4) times each year (August, December, March, June). The exact run pick and effective dates shall be by mutual agreement between the Authority and Union.

b. Secondary Routes

Runs covering secondary routes will be picked twice (2) each year (August, December with effective date at the start of the second school semester).

The Union commits to encouraging and coordinating a smooth transition of regular operator changes on secondary routes during the run pick process. This will be done through the effort of pairing the original operator with the new operator for the purpose of educating the new driver on the picked route.

Regular Full and Regular Part-time Operators will be entitled to select runs in accordance with their job classification seniority with the Authority.

SECTION 2.

The run selection process will begin at least eight (8) working days before the effective date of the work assignments. The union members of the Run Development Committee and run pick administrator will be designated by the union. The run pick will be conducted during regular operating hours on the designated run pick days. These hours and days may be adjusted by mutual agreement between the Union and the Authority.

SECTION 3.

Run guides will be available, for the operators convenience, no later than seventy-two (72) hours prior to the start of the run selection. The run pick procedure will be as follows:

The driver has four (4) options available to him/her in the run pick selection process:

- (1) the driver may appear during a designated run pick time and represent himself/herself during the designated run pick;
- (2) the driver may select a proxy to represent him/her during the run pick;
- (3) the driver will leave a minimum of twelve (12) or more choices with the individual administering the run pick. The choices must be left on MTA form number MTA/OPS 134, Employee Run Pick Proxy Form.
- (4) If the driver does not elect to exercise one (1) of the above options by the time his/her turn is reached, he/she will be assigned the next available run from the Master Run Pick Roster by the administrator of the run pick.
- (5) The run pick administrator will not call or radio the employee unless all proxy choices are unavailable.

SECTION 4.

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

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

SECTION 5.

The Authority recognizes its responsibility for effective route development, run development, and an equitable procedure for run selection.

ARTICLE XXIX (29)
OPERATIONS - UNSCHEDULED WORK

SECTION 1.

Work is either scheduled or unscheduled.

Scheduled work is an assignment that has been chosen by a full-time or part-time regular operator during the run selection process.

Unscheduled work is an assignment that has not been chosen by a full-time or part-time regular operator during the run selection process.

In order to assign unscheduled work impartially, the following rules will apply:

1. All regular operator employees interested in unscheduled work will register their names.
2. A book for unscheduled work will be maintained. Beginning with the most senior full-time employee and continuing in full-time then part-time seniority order, the work will be assigned by turn. Each turn must consist of at least two (2) hours work. If work is offered and not accepted, then the employee will lose his/her turn. If an employee's name comes up while he/she is not available he/she will lose his/her turn. However, if an employee is next to work unscheduled work, and he/she has a regular work assignment, the next employee will be assigned to the unscheduled work and this employee will keep his/her position for the next assignment.
3. An employee who has not previously registered their name in the unscheduled work book will be placed at the bottom of the list regardless of seniority.
4. Notwithstanding the above, unscheduled work will be assigned to the regular operator at the least cost to the Authority providing they are available for the entire piece of work. This will include use of part-time employees under the guarantee at straight time.
5. After the unscheduled work list is exhausted, it does not preclude soliciting volunteers.

SECTION 2.

When a regular operator is not available for his/her scheduled run, the scheduled work will first be offered to substitute operators. If there are no substitute operators available, or if all available substitute operators refuse the work, then extra

scheduled work will be rotated by regular operators on a "window of availability" list. This list will be created by mutual agreement between Management and the Union.

SECTION 3.

Anything over eight (8) hours in a day will be paid for at rate of time and one-half (1 1/2). Anything over forty (40) hours in a week will be paid at the rate of time and one-half (1 1/2). When the employee works the first six days of the Authority's defined work week, work on the seventh (7th) consecutive day, of the Authority's defined work week, will be paid at the rate of double time.

Management will not alter an employee's regular assigned work schedule for the purpose of avoiding the payment of a rate of time and one half (1 1/2), or a rate of double (2) time unless the work schedule will create a violation of maximum hours allowed for the job classification. Maximum hours may be exceeded if mutually agreed upon by management and union.

ARTICLE XXX (30)
MAINTENANCE - CLASSIFICATIONS

SECTION 1.

The Authority recognizes and acknowledges that the Union is the exclusive representative of the maintenance employees classifications as follows:

1. Mechanic
2. Building and Grounds Technician
3. Bump and Paint Technician
4. General Maintenance Technician

ARTICLE XXXI (31)
GENERAL
MAINTENANCE EMPLOYEES

SECTION 1.

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

SECTION 2.

An unpaid lunch period of thirty (30) minutes will be provided to each employee.

SECTION 3.

It is the maintenance employees' responsibility to notify the Authority no later than sixty (60) minutes prior to their reporting time when they cannot report for work as assigned. Notification shall be made by calling the recorder. Employees are responsible to provide the information requested on the recorder, including stating the reason for the absence and when they may be expected to report ready for work.

SECTION 4.

When buses with major technological changes are purchased, and new job classifications are established for which rates of pay and conditions of employment are not established by this agreement, such terms and conditions are subject to negotiations between the parties.

SECTION 5.

When job assignments are modified because there are additional duties and skills not covered under an existing job function, such conditions are subject to negotiations between the parties. The Authority agrees to meet with the Union promptly and to discuss these changes prior to implementing such changes affecting employees in the bargaining unit. If the parties fail to agree, it shall be a proper subject for the grievance procedure.

SECTION 6.

Any special requirements for the performance of any piece of work, due to change in procedure or change in technologies, said training shall be paid for by the Authority.

SECTION 7.

The Authority will place in the Maintenance Office, a book in which employees may register the particular day or days for which they request granted time off, at the descretion of the Foreman. If an employee has accrued vacation hours, they will be required to utilize vacation rather than a granted day off. Officers and others having union business shall be entitled to get off in preference to others and the Foreman shall make a special effort to release them. Said book shall be dated one calendar month ahead.

SECTION 8.

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

SECTION 9.

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

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

ARTICLE XXXII (32)
MAINTENANCE - UNSCHEDULED WORK

SECTION 1.

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

SECTION 2.

Work is either scheduled or unscheduled.

Scheduled work is a regular job assignment by classification, proficiencies, seniority and shift.

Unscheduled work is a job assignment, critical to the Authority's equipment needs, that can not be accomplished during scheduled work hours .

In order to assign unscheduled work impartially, the following rules will apply:

- A. All maintenance employees interested in working unscheduled work will register their names. For each job classification, one (1) volunteer unscheduled work book will be maintained.
- B. Beginning in each job classification with the appropriate proficiency, unscheduled work will be assigned to the employee with the most seniority and continuing in seniority order. The work will be assigned by turn. Each turn must consist of at least two (2) hours work.
- C. If work is offered and not accepted, that employee will lose his/her turn. If an employee's name comes up while he/she is not available because of leave of absence, he/she will lose his/her turn. However, if an employee is next to work unscheduled work and he/she has a regular work assignment, the next employee will be assigned to the unscheduled work and this employee will keep his/her position for the next assignment.
- D. After the unscheduled work list is exhausted, it does not preclude soliciting volunteers. Mandatory unscheduled work will be assigned starting with lowest seniority employee available in the job classification with the required proficiency.

SECTION 3.

Anything over eight (8) hours in a day will be paid for at the rate of time and one-half (1 1/2). Anything over forty (40) hours in a week will be paid at the rate of time and one-half (1 1/2). When the employee works the first six days of the Authority defined week, work on the seventh (7th) consecutive day, of the Authority's defined work week, will be paid at the rate of double time.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

ARTICLE XXXIII (33)
ORGANIZATIONAL PRODUCTIVITY

SECTION 1.

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

SECTION 2.

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

SECTION 3.

Both parties agree to the implementation of a financial incentive program to encourage and reward improved productivity on the part of the employees. This incentive shall use as a base line Fiscal Year 1997. Productivity should be measured in terms of the operating cost per vehicle service mile of the Mass Transportation Authority. Annually, vehicle service miles generated within the organization will be divided into total operating cost to establish an operating cost per fixed-route vehicle service mile. All fixed-route vehicle service miles, whether generated by Mass Transportation Authority operated vehicles or contractor operated vehicles, will be included within this calculation.

SECTION 4.

Further, it is agreed that efforts to improve organizational productivity will be encouraged through employee empowerment and Total Quality Commitment Teams. In addition, joint special task groups will be formed to handle specific organization problems as deemed appropriate.

SECTION 5.

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

ARTICLE XXXIV (34)
SEPARABILITY AND SAVINGS CLAUSE

SECTION 1.

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

SECTION 2.

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

ARTICLE XXXV (35)
MODIFICATION AND DURATION OF CONTRACT

This Agreement shall be in full force and effect from THE DATE OF SIGNING to and including MARCH 31, 2003 and shall continue in full force and effect from year to year thereafter until written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

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

ARTICLE XXXVI (36)
TERMS OF THE AGREEMENT

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

Any alleged violation of this Article is subject to an immediate hearing at Step 2 of the Grievance Procedure.

Section 5.

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

Section 6.

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

ARTICLE XXXVII (37)
CONTINUOUS NEGOTIATION

SECTION 1.

The parties agree and affirm that all subjects that could have been negotiated were negotiated and that all subjects not negotiated are deemed to have been negotiated for the duration of this contract.

However, the parties also understand that changing circumstances may make it wise to reexamine contract provisions from time to time in order to accomplish the objectives of the contract, namely to promote orderly and peaceful relations with the employees, to provide the public with the best and most satisfactory service, the employees with the best possible working conditions, with due regard to the economic operations of the Authority and its equipment.

SECTION 2.

This article establishes the concept of continuous negotiation. The process will function according to the following pattern:

A. Six months from the date of signing of this contract, and on every six-month anniversary thereafter, the bargaining committee will meet to determine if issues related to the language of the contract are deemed by the parties to require reexamination and possible renegotiating. However, any request for discussions on a wage reopener must be preceded by an increase in the CPI of no less than 6% in the previous calendar year.

B. One month prior to the regularly scheduled continuous negotiation session the Union Chief Steward and the Director of Human Resources will meet and discuss the operation of the contract for the purpose of comparing their impressions of how the contract is operating. On the basis of these discussions, if appropriate, an agenda for a continuous negotiation session will be prepared. The items to be negotiated will not be less than the entire article in which the item arises.

C. The parties agree that continuous negotiation is not to be used to negate the grievance and arbitration provisions of this contract, nor is it to be used to try to enter into negotiations over topics that are not mandatory subjects of bargaining.

D. The bargaining committees will meet and discuss those items, and only those items, that are selected for the agenda. The members of the bargaining committees also agree that the continuing negotiation sessions conducted under this Article will be kept confidential, and that there will be no attribution or disclosure of the substantive discussions to anyone.

E. Any agreements negotiated which have the effect of changing the contract must be submitted to the Union membership for ratification and to the MTA Board of Directors for approval before the new agreement(s) can be put into effect.

F. The parties will complete and publish a Joint Report at the conclusion of the continuous negotiation session accurately reflecting the matters discussed in sufficient detail so that affected persons will be able to understand the progress of the negotiations. The Report will be signed by representatives of both parties and will include, at minimum, the issues discussed, views expressed by both parties, and the tentative agreements reached. The Joint Report will be published before the agreement is presented for ratification by the Union membership and before it is submitted to the MTA Board for approval. The parties also agree to share equally the cost of preparing a new printing of any revised contract which may arise from this process.

G. Any issue included on the agenda which the parties at the continuous negotiation session later cannot agree to will be automatically deferred until the contract expiration date at which time it will be negotiated to conclusion or dropped. Once deferred, such subject cannot again in the future be placed on any continuous negotiation session agenda, unless mutually agreed to by both parties.

SECTION 3.

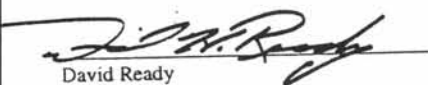
The negotiating teams for both parties hereby pledge their best efforts to conclude successfully (that is, to come to agreement on) any issues negotiated under this article.

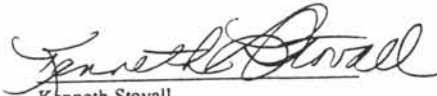
IN WITNESS THEREOF, the parties hereunto set their hands and seal this


26th day of March, 1998


MASS TRANSPORTATION AUTHORITY

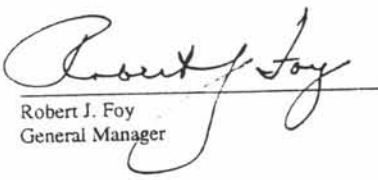
MICHIGAN AFSCME COUNCIL 25



David Ready
Chairman


Kenneth Stovall
Staff Representative AFSCME
Council 25


Richard Abrams
Secretary/Treasurer


Micah Shamley
President


Robert J. Foy
General Manager


Kenneth Beals
Chief Steward

SECTION III (3)
LEAVES OF ABSENCE

SECTION 1. GENERAL CONDITIONS

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

- a) All leave of absence will be requested by the employee in writing to the Authority.
- b) The leave of absence will be either approved or disapproved by the Authority in writing within five (5) days of the request. The period of approved leave will be as specified by the Authority up to a maximum of six (6) months.
- c) Unless otherwise specified in the Agreement, an employee on leave may return to work with his/her seniority before the expiration of his leave providing not less than two (2) weeks notice is given to the Authority.
- d) Should an employee who has been granted a leave of absence fail to report for duty on the expiration date of such leave of absence, after three (3) days beyond the expiration of such leave of absence, the employee shall be considered to have voluntarily quit employment with the Authority.
- e) When an individual is granted a leave they must use the leave for the purpose identified in the approved leave request. If the employee takes full time employment outside of the Authority, they shall be considered to have voluntarily quit their employment with the Authority.

SECTION 2. EDUCATIONAL LEAVES OF ABSENCE

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

SECTION 3. SICK LEAVE OF ABSENCE

Sick leave of absence shall be granted for period of continuing disability up to twenty-six (26) weeks. Family Medical Leave, of up to twelve (12) weeks, for eligible employees, will run concurrently with the maximum of twenty-six (26) weeks of Sick Leave. At that time Article XV(15), Section 14, will apply. Any employee who presents satisfactory medical proof to the Authority that he/she is temporarily incapable of performing his/her work for the Authority shall, upon request, be granted such leave of absence. Fringe benefits shall accumulate during any leave of absence granted under this section.

SECTION 4. MILITARY LEAVE OF ABSENCE

Military leave of absence shall be granted for training in the military reserves or National Guard for a period not to exceed fourteen (14) days. The Authority shall continue the Health contributions for a period not to exceed fourteen (14) days.

Any employee on the seniority list activated in the military reserves or national guard, in time of National Emergency, shall, upon termination of such service, be re-employed in line with his/her seniority, at the then current rate for such work, provided he/she has not been dishonorably discharged from such service with the United States Government and is physically able to do work available and, further, provided he/she reports for work within ninety (90) days of the date he/she is discharged from such service with the United States Government.

SECTION 5. PERSONAL LEAVE OF ABSENCE

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

SECTION IV (4)

WAGES, INCENTIVES AND SHIFT PREMIUM

First Year - April 6, 1998

REGULAR BUS OPERATORS
PART-TIME BUS OPERATORS
MAINTENANCE EMPLOYEES
ATTENDANCE INCENTIVE PROGRAM
SAFETY INCENTIVE PROGRAM
RULE COMPLIANCE INCENTIVE PROGRAM
EMPLOYEE PROFESSIONALISM INCENTIVE PROGRAM

Second Year - April 9, 1999

REGULAR BUS OPERATORS
PART-TIME BUS OPERATORS
MAINTENANCE EMPLOYEES
ATTENDANCE INCENTIVE PROGRAM
SAFETY INCENTIVE PROGRAM
RULE COMPLIANCE INCENTIVE PROGRAM
EMPLOYEE PROFESSIONALISM INCENTIVE PROGRAM

Third Year - April 7, 2000

REGULAR BUS OPERATORS
PART-TIME BUS OPERATORS
MAINTENANCE EMPLOYEES
ATTENDANCE INCENTIVE PROGRAM
SAFETY INCENTIVE PROGRAM
RULE COMPLIANCE INCENTIVE PROGRAM
EMPLOYEE PROFESSIONALISM INCENTIVE PROGRAM

Fourth Year - April 6, 2001

REGULAR BUS OPERATORS
PART-TIME BUS OPERATORS
MAINTENANCE EMPLOYEES
ATTENDANCE INCENTIVE PROGRAM
SAFETY INCENTIVE PROGRAM
RULE COMPLIANCE INCENTIVE PROGRAM
EMPLOYEE PROFESSIONALISM INCENTIVE PROGRAM

Fifth Year - April 5, 2002

REGULAR BUS OPERATORS
PART-TIME BUS OPERATORS
MAINTENANCE EMPLOYEES
ATTENDANCE INCENTIVE PROGRAM
SAFETY INCENTIVE PROGRAM
RULE COMPLIANCE INCENTIVE PROGRAM
EMPLOYEE PROFESSIONALISM INCENTIVE PROGRAM

RETROACTIVE WAGE PAYMENT

A one-time retroactive wage payment of \$0.50 per hour will be paid to all regular full-time and part-time employees on the Mass Transportation Authority personnel rolls, and also covered by this collective bargaining agreement, as of APRIL 5, 1998. This retroactive wage payment is for each hour actually worked, defined as regular pay hours identified on the weekly pay stubs issued to the employees covered during the period of January 6, 1997 to April 5, 1998. Vacation hours will also be included as hours actually worked. The retroactive wage payment will be distributed as a separate check on April 10, 1998.

EFFECTIVE APRIL 8, 1998

WAGE RATES AND INCENTIVE SCHEDULE FOR REGULAR FULL TIME BUS OPERATORS

REGULAR BUS OPERATOR BASIC WAGE \$12.90 PER HOUR

INDIVIDUAL INCENTIVES

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

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75 PER HOUR) IN FIXED ROUTE FAREBOX REVENUE OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN FIXED ROUTE BUS PULL OFFS (UP TO \$.25 PER HOUR) OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF CONTRACT

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

EFFECTIVE APRIL 6, 1998

WAGE RATES AND INCENTIVE SCHEDULE FOR REGULAR PART-TIME BUS OPERATORS

PART-TIME BUS OPERATOR BASIC WAGE \$12.50 PER HOUR

INDIVIDUAL INCENTIVES:

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

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75 PER HOUR) IN FIXED ROUTE FAREBOX REVENUE OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN FIXED ROUTE BUS PULL OFFS (UP TO \$.25 PER HOUR) OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF CONTRACT.

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

EFFECTIVE APRIL 6, 1998

WAGE RATES, PROFICIENCY PAY & INCENTIVE SCHEDULE FOR
MAINTENANCE EMPLOYEES

	WAGE RATE	PROFICIENCY (UP TO)	INDIVIDUAL INCENTIVES (UP TO)	GROUP INCENTIVES (UP TO)
MEHCANICS	\$ 12.90	\$ 2.00	\$ 1.55	\$1.00
BUILDINGS, GROUNDS & EQUIP. MAINTENANCE SP.	12.90	1.45	1.55	1.00
BODY REPAIR & PAINTING SPECIALIST	12.90	1.45	1.55	1.00
GENERAL MAINTENANCE TECHNICIAN	11.60	.80	1.55	1.00

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5%
IMPROVEMENT (UP TO \$.75 PER HOUR) IN FIXED ROUTE FAREBOX REVENUE
OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION
IN FIXED ROUTE BUS PULL OFFS (UP TO \$.25 PER HOUR) OVER A BASE YEAR
OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

SHIFT PREMIUM:

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

THIRD SHIFT PREMIUM OF \$.20 PER HOUR WILL BE PROVIDED TO
MAINTENANCE PERSONNEL WHEN THEIR REGULAR SHIFT START TIME
BEGINS BETWEEN 10:00 P.M. AND 3:59 A.M.

MASS TRANSPORTATION AUTHORITY
 PROFICIENCY WAGE SCALE
 EFFECTIVE APRIL 6, 1998

MECHANIC

SPECIALIST	PROFICIENCY RATE
ENGINE OVERHAUL	.25
ENGINE TUNE UP	.15
ENGINE REMOVE & REPLACE	.10
TRANSMISSION REBUILD	.25
TRANSMISSION REMOVE & REPLACE	.10
CLIMATE CONTROL	.15
ELECTRICAL REPAIR	
CLASS 1	.25
CLASS 2	.10
HYDRAULICS	.15
SUSPENSION	.10
DIFFERENTIAL	.10
BRAKES	.10
SMALL UNIT REPAIR	.10
COOLING SYSTEMS	.10
PREVENTIVE MAINTENANCE	.10
TOTAL	\$2.00

PROFICIENCY MAY BE HELD IN ONLY ONE CLASS AT THE SAME TIME.

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 6, 1998

BUILDINGS, GROUNDS & EQUIPMENT MAINTENANCE SPECIALIST

SPECIALIST	PROFICIENCY RATE
ELECTRICAL SYSTEMS MAINTENANCE & REPAIR	
CLASS 1	.25
CLASS 2	.10
HEATING & VENTILATING SYS. MAINTENANCE & REPAIR	.20
AIR CONDITIONING SYSTEMS MAINTENANCE & REPAIR	.20
TOOLS & EQUIPMENT MAINTENANCE & REPAIR	.15
CARPENTRY	
CLASS 1	.25
CLASS 2	.10
PLUMBING MAINTENANCE & REPAIR	.15
SHELTER REBUILD & REPLACEMENT	.10
GROUND MAINT. & REPAIR	.05
FACILITIES, SHELTER MAINTENANCE REPAIR, CLEANING & PAINTING	.10
TOTAL	\$1.45

PROFICIENCY MAY BE HELD IN ONLY ONE CLASS AT THE SAME TIME

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 6, 1998

BODY REPAIRS & PAINTING SPECIALIST

SPECIALIST	PROFICIENCY RATE
BODY REPAIR	.30
CHASSIS REPAIR	.20
VEHICLE, BLDGS. & EQUIPMENT PAINTING	.20
ELECTRICAL REPAIR	.10
MECHANICAL REPAIR	.10
HYDRAULIC REPAIR	.10
GLASS REPAIR	.10
SEAT REPAIR	.05
SMALL UNIT REPAIR	.10
DOOR CONTROLS	.05
VINYL DESIGN & INSTRALLATION	.15
TOTAL	\$1.45

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 6, 1998

GENERAL MAINTENANCE TECHNICIAN

SPECIALIST	PROFICIENCY RAT
VEHICLE & EQUIPMENT SANITATION	.10
VEHICLE & EQUIPMENT SERVICING	.10
FACILITY UPKEEP	.10
GROUNDS UPKEEP	.10
ADVERTISING SIGN & FRAMING MAINTENANCE & SERVICING	.10
TIRE MAINTENANCE & SERVICING	.10
BUS STOP SIGN REPAIR & REPLACEMENT	.10
SHELTER UPKEEP	.10
TOTAL	\$.80

ATTENDANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 6, 1998

Financial Incentive:

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

SAFETY INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 6, 1998

Criteria and Financial Incentives:

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

RULE COMPLIANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 6, 1998

Criteria and Financial Incentives:

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

EMPLOYEE PROFESSIONALISM INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 6, 1998

Criteria and Financial Incentives:

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

EFFECTIVE APRIL 9, 1999

WAGE RATES AND INCENTIVE SCHEDULE FOR REGULAR FULL TIME BUS OPERATORS

REGULAR BUS OPERATOR BASIC WAGE \$13.10 PER HOUR

INDIVIDUAL INCENTIVES:

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

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75 PER HOUR) IN FIXED ROUTE FAREBOX REVENUE OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN FIXED ROUTE BUS PULL OFFS (UP TO \$.25 PER HOUR) OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF CONTRACT.

OPERATING COST AVOIDANCE INCENTIVE OF .10 FOR EACH 5% REDUCTION IN OPERATING COST PER VEHICLE REVENUE MILE (UP TO \$.25 PER HOUR) FOR FIXED ROUTE OPERATION MEASURED AGAINST THE BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

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

EFFECTIVE APRIL 9, 1999

WAGE RATES AND INCENTIVE SCHEDULE FOR REGULAR PART-TIME BUS OPERATORS

PART-TIME BUS OPERATOR BASIC WAGE \$12.70 PER HOUR

INDIVIDUAL INCENTIVES:

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

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75 PER HOUR) IN FIXED ROUTE FAREBOX REVENUE OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN FIXED ROUTE BUS PULL OFFS (UP TO \$.25 PER HOUR) OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

OPERATING COST AVOIDANCE INCENTIVE OF .10 FOR EACH 5% REDUCTION IN OPERATING COST PER VEHICLE REVENUE MILE (UP TO \$.25 PER HOUR) FOR FIXED ROUTE OPERATION MEASURED AGAINST THE BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF CONTRACT

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

EFFECTIVE APRIL 9, 1999

WAGE RATES, PROFICIENCY PAY & INCENTIVE SCHEDULE FOR
MAINTENANCE EMPLOYEES

	W AGE RATE	PROFICIENCY (UP TO)	INDIVIDUAL INCENTIVES (UP TO)	GROUP INCENTIVES (UP TO)
MEHCANICS	\$ 13.10	\$ 2.00	\$ 1.55	\$ 1.10
BUILDINGS, GROUNDS & EQUIP. MAINTENANCE SP.	13.10	1.45	1.55	1.10
BODY REPAIR & PAINTING SPECIALIST	13.10	1.45	1.55	1.10
GENERAL MAINTENANCE TECHNICIAN	11.80	.80	1.55	1.10

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5%
IMPROVEMENT (UP TO \$.75 PER HOUR) IN FIXED ROUTE FAREBOX REVENUE
OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION
IN FIXED ROUTE BUS PULL OFFS (UP TO \$.25 PER HOUR) OVER A BASE YEAR
OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

OPERATING COST AVOIDANCE INCENTIVE OF .10 FOR EACH 5% REDUCTION
IN OPERATING COST PER VEHICLE REVENUE MILE (UP TO \$.25 PER HOUR) FOR
FIXED ROUTE OPERATION MEASURED AGAINST THE BASE YEAR OF FY 1997
EACH YEAR FOR TERM OF THE CONTRACT.

SHIFT PREMIUM:

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

THIRD SHIFT PREMIUM OF \$.20 PER HOUR WILL BE PROVIDED TO
MAINTENANCE PERSONNEL WHEN THEIR REGULAR SHIFT START TIME
BEGINS BETWEEN 10:00 P.M. AND 3:59 A.M.

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 9, 1999

MECHANIC

SPECIALIST	PROFICIENCY RATE
ENGINE OVERHAUL	.25
ENGINE TUNE UP	.15
ENGINE REMOVE & REPLACE	.10
TRANSMISSION REBUILD	.25
TRANSMISSION REMOVE & REPLACE	.10
CLIMATE CONTROL	.15
ELECTRICAL REPAIR	
CLASS 1	.25
CLASS 2	.10
HYDRAULICS	.15
SUSPENSION	.10
DIFFERENTIAL	.10
BRAKES	.10
SMALL UNIT REPAIR	.10
COOLING SYSTEMS	.10
PREVENTIVE MAINTENANCE	.10
TOTAL	\$2.00

PROFICIENCY MAY BE HELD IN ONLY ONE CLASS AT THE SAME TIME

MASS TRANSPORTATION AUTHORITY
 PROFICIENCY WAGE SCALE
 EFFECTIVE APRIL 9, 1999

BUILDINGS, GROUNDS & EQUIPMENT MAINTENANCE SPECIALIST

SPECIALIST	PROFICIENCY RATE
ELECTRICAL SYSTEMS MAINTENANCE & REPAIR	
CLASS 1	.25
CLASS 2	.10
HEATING & VENTILATING SYS. MAINTENANCE & REPAIR	.20
AIR CONDITIONING SYSTEMS MAINTENANCE & REPAIR	.20
TOOLS & EQUIPMENT MAINTENANCE & REPAIR	.15
CARPENTRY	
CLASS 1	.25
CLASS 2	.10
PLUMBING MAINTENANCE & REPAIR	.15
SHELTER REBUILD & REPLACEMENT	.10
GROUNDS MAINT. & REPAIR	.05
FACILITIES, SHELTER MAINTENANCE REPAIR, CLEANING & PAINTING	.10
 TOTAL	 \$1.45

PROFICIENCY MAY BE HELD IN ONLY ONE CLASS AT THE SAME TIME

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 9, 1999

BODY REPAIRS & PAINTING SPECIALIST

SPECIALIST	PROFICIENCY RATE
BODY REPAIR	.30
CHASSIS REPAIR	.20
VEHICLE, BLDGS. & EQUIPMENT PAINTING	.20
ELECTRICAL REPAIR	.10
MECHANICAL REPAIR	.10
HYDRAULIC REPAIR	.10
GLASS REPAIR	.10
SEAT REPAIR	.05
SMALL UNIT REPAIR	.10
DOOR CONTROLS	.05
VINYL DESIGN & INSTALLATION	.15
TOTAL	\$1.45

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 9, 1999

GENERAL MAINTENANCE TECHNICIAN

SPECIALIST	PROFICIENCY RATE
VEHICLE & EQUIPMENT SANITATION	.10
VEHICLE & EQUIPMENT SERVICING	.10
FACILITY UPKEEP	.10
GROUNDS UPKEEP	.10
ADVERTISING SIGN & FRAMING MAINTENANCE & SERVICING	.10
TIRE MAINTENANCE & SERVICING	.10
BUS STOP SIGN REPAIR & REPLACEMENT	.10
SHELTER UPKEEP	.10
TOTAL	\$.80

ATTENDANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 9, 1999

Financial Incentive:

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

SAFETY INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 9, 1999

Criteria and Financial Incentives:

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

RULE COMPLIANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 9, 1999

Criteria and Financial Incentives:

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

EMPLOYEE PROFESSIONALISM INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 9, 1999

Criteria and Financial Incentives:

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

EFFECTIVE APRIL 7, 2000

WAGE RATES AND INCENTIVE SCHEDULE FOR REGULAR PART-TIME BUS OPERATORS

PART-TIME BUS OPERATOR BASIC WAGE \$12.90 PER HOUR

INDIVIDUAL INCENTIVES:

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

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75 PER HOUR) IN FIXED ROUTE FAREBOX REVENUE OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN FIXED ROUTE BUS PULL OFFS (UP TO \$.25 PER HOUR) OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

OPERATING COST AVOIDANCE INCENTIVE OF .10 FOR EACH 5% REDUCTION IN OPERATING COST PER VEHICLE REVENUE MILE (UP TO \$.25 PER HOUR) FOR FIXED ROUTE OPERATION MEASURED AGAINST THE BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF CONTRACT

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

EFFECTIVE APRIL 7, 2000

WAGE RATES, PROFICIENCY PAY & INCENTIVE SCHEDULE FOR
MAINTENANCE EMPLOYEES

	WAGE RATE	PROFICIENCY (UP TO)	INDIVIDUAL INCENTIVES (UP TO)	GROUP INCENTIVES (UP TO)
MEHCANICS	\$ 13.30	\$ 2.00	\$ 1.55	\$ 1.25
BUILDINGS, GROUNDS & EQUIP. MAINTENANCE SP.	13.30	1.45	1.55	1.25
BODY REPAIR & PAINTING SPECIALIST	13.30	1.45	1.55	1.25
GENERAL MAINTENANCE TECHNICIAN	12.00	.80	1.55	1.25

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75 PER HOUR) IN FIXED ROUTE FAREBOX REVENUE OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN FIXED ROUTE BUS PULL OFFS (UP TO \$.25 PER HOUR) OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

OPERATING COST AVOIDANCE INCENTIVE OF .10 FOR EACH 5% REDUCTION IN OPERATING COST PER VEHICLE REVENUE MILE (UP TO \$.25 PER HOUR) FOR FIXED ROUTE OPERATION MEASURED AGAINST THE BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

SHIFT PREMIUM:

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

THIRD SHIFT PREMIUM OF \$.20 PER HOUR WILL BE PROVIDED TO MAINTENANCE PERSONNEL WHEN THEIR REGULAR SHIFT START TIME BEGINS BETWEEN 10:00 P.M. AND 3:59 A.M.

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 7, 2000

MECHANIC

SPECIALIST	PROFICIENCY RATE
ENGINE OVERHAUL	.25
ENGINE TUNE UP	.15
ENGINE REMOVE & REPLACE	.10
TRANSMISSION REBUILD	.25
TRANSMISSION REMOVE & REPLACE	.10
CLIMATE CONTROL	.15
ELECTRICAL REPAIR	
CLASS 1	.25
CLASS 2	.10
HYDRAULICS	.15
SUSPENSION	.10
DIFFERENTIAL	.10
BRAKES	.10
SMALL UNIT REPAIR	.10
COOLING SYSTEMS	.10
PREVENTIVE MAINTENANCE	.10
TOTAL	\$2.00

PROFICIENCY MAY BE HELD IN ONLY ONE CLASS AT THE SAME TIME.

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 7, 2000

BUILDINGS, GROUNDS & EQUIPMENT MAINTENANCE SPECIALIST

SPECIALIST	PROFICIENCY RATE
ELECTRICAL SYSTEMS MAINTENANCE & REPAIR	
CLASS 1	.25
CLASS 2	.10
HEATING & VENTILATING SYS. MAINTENANCE & REPAIR	.20
AIR CONDITIONING SYSTEMS MAINTENANCE & REPAIR	.20
TOOLS & EQUIPMENT MAINTENANCE & REPAIR	.15
CARPENTRY	
CLASS 1	.25
CLASS 2	.10
PLUMBING MAINTENANCE & REPAIR	.15
SHELTER REBUILD & REPLACEMENT	.10
GROUND MAINT. & REPAIR	.05
FACILITIES, SHELTER MAINTENANCE REPAIR, CLEANING & PAINTING	.10
TOTAL	\$1.45

PROFICIENCY MAY BE HELD IN ONLY ONE CLASS AT THE SAME TIME

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 7, 2000

BODY REPAIRS & PAINTING SPECIALIST

SPECIALIST	PROFICIENCY RATE
BODY REPAIR	.30
CHASSIS REPAIR	.20
VEHICLE, BLDGS & EQUIPMENT PAINTING	.20
ELECTRICAL REPAIR	.10
MECHANICAL REPAIR	.10
HYDRAULIC REPAIR	.10
GLASS REPAIR	.10
SEAT REPAIR	.05
SMALL UNIT REPAIR	.10
DOOR CONTROLS	.05
VINYL DESIGN & INSTALLATION	.15
TOTAL	\$1.45

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 7, 2000

GENERAL MAINTENANCE TECHNICIAN

SPECIALIST	PROFICIENCY RATE
VEHICLE & EQUIPMENT SANITATION	10
VEHICLE & EQUIPMENT SERVICING	10
FACILITY UPKEEP	.10
GROUNDS UPKEEP	10
ADVERTISING SIGN & FRAMING MAINTENANCE & SERVICING	.10
TIRE MAINTENANCE & SERVICING	.10
BUS STOP SIGN REPAIR & REPLACEMENT	10
SHELTER UPKEEP	10
TOTAL	5 80

ATTENDANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 7, 2000

Financial Incentive:

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

SAFETY INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 7, 2000

Criteria and Financial Incentives:

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

RULE COMPLIANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 7, 2000

Criteria and Financial Incentives:

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

EMPLOYEE PROFESSIONALISM INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 7, 2000

Criteria and Financial Incentives:

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

EFFECTIVE APRIL 6, 2001

WAGE RATES AND INCENTIVE SCHEDULE FOR REGULAR FULL TIME BUS OPERATORS

REGULAR BUS OPERATOR BASIC WAGE \$13.50 PER HOUR

INDIVIDUAL INCENTIVES:

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

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75 PER HOUR) IN FIXED ROUTE FAREBOX REVENUE OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN FIXED ROUTE BUS PULL OFFS (UP TO \$.25 PER HOUR) OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF CONTRACT.

OPERATING COST AVOIDANCE INCENTIVE OF .10 FOR EACH 5% REDUCTION IN OPERATING COST PER VEHICLE REVENUE MILE (UP TO \$.25 PER HOUR) FOR FIXED ROUTE OPERATION MEASURED AGAINST THE BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

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

EFFECTIVE APRIL 6, 2001

WAGE RATES AND INCENTIVE SCHEDULE FOR REGULAR PART-TIME BUS OPERATORS

PART-TIME BUS OPERATOR BASIC WAGE \$13.10 PER HOUR

INDIVIDUAL INCENTIVES:

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

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75 PER HOUR) IN FIXED ROUTE FAREBOX REVENUE OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN FIXED ROUTE BUS PULL OFFS (UP TO \$.25 PER HOUR) OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

OPERATING COST AVOIDANCE INCENTIVE OF .10 FOR EACH 5% REDUCTION IN OPERATING COST PER VEHICLE REVENUE MILE (UP TO \$.25 PER HOUR) FOR FIXED ROUTE OPERATION MEASURED AGAINST THE BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF CONTRACT.

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

EFFECTIVE APRIL 6, 2001

WAGE RATES, PROFICIENCY PAY & INCENTIVE SCHEDULE FOR
MAINTENANCE EMPLOYEES

	WAGE RATE	PROFICIENCY (UP TO)	INDIVIDUAL INCENTIVES (UP TO)	GROUP INCENTIVES (UP TO)
MEHCANICS	\$ 13.50	\$ 2.35	\$ 1.55	\$ 1.25
BUILDINGS, GROUNDS & EQUIP. MAINTENANCE SP.	13.50	1.75	1.55	1.25
BODY REPAIR & PAINTING SPECIALIST	13.50	1.75	1.55	1.25
GENERAL MAINTENANCE TECHNICIAN	12.15	.80	1.55	1.25

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5%
IMPROVEMENT (UP TO \$.75 PER HOUR) IN FIXED ROUTE FAREBOX REVENUE
OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION
IN FIXED ROUTE BUS PULL OFFS (UP TO \$.25 PER HOUR) OVER A BASE YEAR
OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

OPERATING COST AVOIDANCE INCENTIVE OF .10 FOR EACH 5% REDUCTION
IN OPERATING COST PER VEHICLE REVENUE MILE (UP TO \$.25 PER HOUR) FOR
FIXED ROUTE OPERATION MEASURED AGAINST THE BASE YEAR OF FY 1997
EACH YEAR FOR TERM OF THE CONTRACT.

SHIFT PREMIUM:

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

THIRD SHIFT PREMIUM OF \$.20 PER HOUR WILL BE PROVIDED TO
MAINTENANCE PERSONNEL WHEN THEIR REGULAR SHIFT START TIME
BEGINS BETWEEN 10:00 P.M. AND 3:59 A.M.

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 6, 2001

MECHANIC

SPECIALIST	PROFICIENCY RATE
ENGINE OVERHAUL	.35
ENGINE TUNE UP	.20
ENGINE REMOVE & REPLACE	.10
TRANSMISSION REBUILD	.30
TRANSMISSION REMOVE & REPLACE	.10
CLIMATE CONTROL	.15
ELECTRICAL REPAIR	
CLASS 1	.30
CLASS 2	.10
HYDRAULICS	.15
SUSPENSION	.10
DIFFERENTIAL	.10
BRAKES	.15
SMALL UNIT REPAIR	.10
COOLING SYSTEMS	.10
PREVENTIVE MAINTENANCE	.15
TOTAL	\$2.35

PROFICIENCY MAY BE HELD IN ONLY ONE CLASS AT THE SAME TIME.

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 6, 2001

BUILDINGS, GROUNDS & EQUIPMENT MAINTENANCE SPECIALIST

SPECIALIST	PROFICIENCY RATE
ELECTRICAL SYSTEMS MAINTENANCE & REPAIR	
CLASS 1	.30
CLASS 2	.15
HEATING & VENTILATING SYS. MAINTENANCE & REPAIR	.25
AIR CONDITIONING SYSTEMS MAINTENANCE & REPAIR	.25
TOOLS & EQUIPMENT MAINTENANCE & REPAIR	.20
CARPENTRY	
CLASS 1	.30
CLASS 2	.15
PLUMBING MAINTENANCE & REPAIR	.20
SHELTER REBUILD & REPLACEMENT	.10
GROUNDS MAINT. & REPAIR	.05
FACILITIES, SHELTER MAINTENANCE REPAIR, CLEANING & PAINTING	.10
TOTAL	\$1.75

PROFICIENCY MAY BE HELD IN ONLY ONE CLASS AT THE SAME TIME

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 6, 2001

BODY REPAIRS & PAINTING SPECIALIST

SPECIALIST	PROFICIENCY RATE
BODY REPAIR	.35
CHASSIS REPAIR	.25
VEHICLE, BLDGS. & EQUIPMENT PAINTING	.25
ELECTRICAL REPAIR	.15
MECHANICAL REPAIR	.15
HYDRAULIC REPAIR	.15
GLASS REPAIR	.10
SEAT REPAIR	.05
SMALL UNIT REPAIR	.10
DOOR CONTROLS	.05
VINYL DESIGN & INSTALLATION	.15
TOTAL	\$1.75

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 6, 2001

GENERAL MAINTENANCE TECHNICIAN

SPECIALIST	PROFICIENCY RAT
VEHICLE & EQUIPMENT SANITATION	.10
VEHICLE & EQUIPMENT SERVICING	.10
FACILITY UPKEEP	.10
GROUNDS UPKEEP	.10
ADVERTISING SIGN & FRAMING MAINTENANCE & SERVICING	.10
TIRE MAINTENANCE & SERVICING	.10
BUS STOP SIGN REPAIR & REPLACEMENT	.10
SHELTER UPKEEP	.10
TOTAL	\$.80

ATTENDANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 6, 2001

Financial Incentive:

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

SAFETY INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 6, 2001

Criteria and Financial Incentives:

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

RULE COMPLIANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 6, 2001

Criteria and Financial Incentives:

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

EMPLOYEE PROFESSIONALISM INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 6, 2001

Criteria and Financial Incentives:

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

EFFECTIVE APRIL 5, 2002

WAGE RATES AND INCENTIVE SCHEDULE FOR REGULAR FULL TIME BUS OPERATORS

REGULAR BUS OPERATOR BASIC WAGE \$13.70 PER HOUR

INDIVIDUAL INCENTIVES:

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

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75 PER HOUR) IN FIXED ROUTE FAREBOX REVENUE OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN FIXED ROUTE BUS PULL OFFS (UP TO \$.25 PER HOUR) OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF CONTRACT.

OPERATING COST AVOIDANCE INCENTIVE OF .10 FOR EACH 5% REDUCTION IN OPERATING COST PER VEHICLE REVENUE MILE (UP TO \$.25 PER HOUR) FOR FIXED ROUTE OPERATION MEASURED AGAINST THE BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

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

EFFECTIVE APRIL 5, 2002

WAGE RATES AND INCENTIVE SCHEDULE FOR REGULAR PART-TIME BUS OPERATORS

PART-TIME BUS OPERATOR BASIC WAGE \$13.30 PER HOUR

INDIVIDUAL INCENTIVES:

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

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75 PER HOUR) IN FIXED ROUTE FAREBOX REVENUE OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN FIXED ROUTE BUS PULL OFFS (UP TO \$.25 PER HOUR) OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT

OPERATING COST AVOIDANCE INCENTIVE OF .10 FOR EACH 5% REDUCTION IN OPERATING COST PER VEHICLE REVENUE MILE (UP TO \$.25 PER HOUR) FOR FIXED ROUTE OPERATION MEASURED AGAINST THE BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF CONTRACT

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

EFFECTIVE APRIL 5, 2002

WAGE RATES, PROFICIENCY PAY & INCENTIVE SCHEDULE FOR
MAINTENANCE EMPLOYEES

	WAGE RATE	PROFICIENCY (UP TO)	INDIVIDUAL INCENTIVES (UP TO)	GROUP INCENTIVES (UP TO)
MECHANICS	\$ 13.70	\$ 2.35	\$ 1.55	\$ 1.25
BUILDINGS, GROUNDS & EQUIP. MAINTENANCE SP.	13.70	1.75	1.55	1.25
BODY REPAIR & PAINTING SPECIALIST	13.70	1.75	1.55	1.25
GENERAL MAINTENANCE TECHNICIAN	12.30	.80	1.55	1.25

ANNUAL GROUP INCENTIVES:

FAREBOX REVENUE IMPROVEMENT INCENTIVE OF .05 FOR EACH 5% IMPROVEMENT (UP TO \$.75 PER HOUR) IN FIXED ROUTE FAREBOX REVENUE OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

BUS PULL OFF REDUCTION INCENTIVE OF .05 FOR EACH 10% REDUCTION IN FIXED ROUTE BUS PULL OFFS (UP TO \$.25 PER HOUR) OVER A BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

OPERATING COST AVOIDANCE INCENTIVE OF .10 FOR EACH 5% REDUCTION IN OPERATING COST PER VEHICLE REVENUE MILE (UP TO \$.25 PER HOUR) FOR FIXED ROUTE OPERATION MEASURED AGAINST THE BASE YEAR OF FY 1997 EACH YEAR FOR TERM OF THE CONTRACT.

SHIFT PREMIUM:

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

THIRD SHIFT PREMIUM OF \$.20 PER HOUR WILL BE PROVIDED TO MAINTENANCE PERSONNEL WHEN THEIR REGULAR SHIFT START TIME BEGINS BETWEEN 10:00 P.M. AND 3:59 A.M.

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 5, 2002

MECHANIC

SPECIALIST	PROFICIENCY RATE
ENGINE OVERHAUL	.35
ENGINE TUNE UP	.20
ENGINE REMOVE & REPLACE	.10
TRANSMISSION REBUILD	.30
TRANSMISSION REMOVE & REPLACE	.10
CLIMATE CONTROL	.15
ELECTRICAL REPAIR	
CLASS 1	.30
CLASS 2	.10
HYDRAULICS	.15
SUSPENSION	.10
DIFFERENTIAL	.10
BRAKES	.15
SMALL UNIT REPAIR	.10
COOLING SYSTEMS	.10
PREVENTIVE MAINTENANCE	.15
TOTAL	\$2.35

PROFICIENCY MAY BE HELD IN ONLY ONE CLASS AT THE SAME TIME.

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 5, 2002

BUILDINGS, GROUNDS & EQUIPMENT MAINTENANCE SPECIALIST

SPECIALIST	PROFICIENCY RATE
ELECTRICAL SYSTEMS MAINTENANCE & REPAIR	
CLASS 1	30
CLASS 2	15
HEATING & VENTILATING SYS. MAINTENANCE & REPAIR	25
AIR CONDITIONING SYSTEMS MAINTENANCE & REPAIR	25
TOOLS & EQUIPMENT MAINTENANCE & REPAIR	20
CARPENTRY	
CLASS 1	30
CLASS 2	15
PLUMBING MAINTENANCE & REPAIR	20
SHELTER REBUILD & REPLACEMENT	10
GROUND MAINT. & REPAIR	05
FACILITIES, SHELTER MAINTENANCE REPAIR, CLEANING & PAINTING	10
TOTAL	\$1 75

PROFICIENCY MAY BE HELD IN ONLY ONE CLASS AT THE SAME TIME

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 5, 2002

BODY REPAIRS & PAINTING SPECIALIST

SPECIALIST	PROFICIENCY RATE
BODY REPAIR	.35
CHASSIS REPAIR	.25
VEHICLE, BLDGS. & EQUIPMENT PAINTING	.25
ELECTRICAL REPAIR	.15
MECHANICAL REPAIR	.15
HYDRAULIC REPAIR	.15
GLASS REPAIR	.10
SEAT REPAIR	.05
SMALL UNIT REPAIR	.10
DOOR CONTROLS	.05
VINYL DESIGN & INSTALLATION	.15
TOTAL	\$1.75

MASS TRANSPORTATION AUTHORITY
PROFICIENCY WAGE SCALE
EFFECTIVE APRIL 5, 2002

GENERAL MAINTENANCE TECHNICIAN

SPECIALIST	PROFICIENCY RATE
VEHICLE & EQUIPMENT SANITATION	.10
VEHICLE & EQUIPMENT SERVICING	.10
FACILITY UPKEEP	.10
GROUNDS UPKEEP	.10
ADVERTISING SIGN & FRAMING MAINTENANCE & SERVICING	.10
TIRE MAINTENANCE & SERVICING	.10
BUS STOP SIGN REPAIR & REPLACEMENT	.10
SHELTER UPKEEP	.10
TOTAL	\$.80

ATTENDANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 5, 2002

Financial Incentive:

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

SAFETY INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 5, 2002

Criteria and Financial Incentives:

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

RULE COMPLIANCE INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 5, 2002

Criteria and Financial Incentives:

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

EMPLOYEE PROFESSIONALISM INCENTIVE PROGRAM
FINANCIAL INCENTIVE SCHEDULE

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

EFFECTIVE APRIL 5, 2002

Criteria and Financial Incentives:

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

SECTION V (5)
FRINGE BENEFITS PROGRAM
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ATTACHMENT II
FRINGE BENEFITS PROGRAM

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

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

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

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

SECTION 1.

HEALTH CARE PROGRAM

The health care benefits described herein shall be provided through the MTA self-funded medical program. Copies of the benefits summary are available to all employees in the office of Human Resources.

DENTAL CARE PROGRAM

SECTION 2.

The Mass Transportation Authority will provide dental benefits as described herein. Copies of the DMO summary are available to all employees in the office of Human Resources.

Each employee may select one of two dental plans:

Attachment A - Standard Dental Plan.

Attachment B - Dental Maintenance Organization (DMO).

EYE CARE PROGRAM

SECTION 3.

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

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

1. EMPLOYEE. The individual must be a current regular bus operator or maintenance employee of the Mass Transportation Authority entitled to fringe benefits under the term of the Labor Agreement.
2. DEPENDENTS. To be eligible as a dependent the individual must be:
 - (a) the spouse of the employee except a legally separated spouse;
 - (b) a dependent unmarried child, under 19 years of age. A dependent unmarried child may be the employee's own or legally adopted child, a step child who depends upon the employee for support or normally resides in the employee's household, or any other child supported by the employee and normally resides in the employee's household. Enrollment of a dependent child under this Agreement shall terminate upon attainment of the child's 19th birthday except as provided in "c" below. However, the attainment of such age shall not terminate the coverage under the term of this contract of a dependent child who is totally and permanently disabled and is both incapable of self-sustaining employment by reason of mental retardation or physical handicap and chiefly dependent upon employee for support and maintenance. For coverage to be continued for such dependent child, proof of such disability, incapacity and dependence shall be furnished to the Director of Human Resources by the employee within thirty (3) days of dependent child's attainment of age 19, and each birthday thereafter.

- (c) or , dependent unmarried child over 19 years of age, but under 25 years of age and regularly attending a recognized college or university, trade or secondary school on a full-time basis and a dependent of the employee as described by the Internal Revenue Code of the United States;
- (d) it will be the responsibility of the employee to keep on file with the Director of Human Resources a list of dependents eligible under the term described above. Only those dependents on file will be approved for payment by the employer. It is the responsibility of the employee to obtain from the Director of Human Resources an authorization statement before the employee or eligible dependent may incur liability for the employer under this Eye Care Plan. Failure to do so will result in 100 percent of charges being paid by the employee.

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

It is understood and agreed that a maximum overall dollar limitation for each eligible family member each calendar year is established at \$200.00 which will be shared 90% by the Mass Transportation Authority and 10% by the eligible family member. This also applies to contacts and safety glasses.

The eye care plan will be limited to one (1) examination each year and one (1) pair of lens per eligible family member each calendar year (January through December) and every two (2) years for frames.

PENSION PROGRAM

SECTION FOUR

The Mass Transportation Authority will provide a defined contribution retirement plan, qualified pursuant to the provisions of Section 401 (a) of the Internal Revenue Code (IRC), administered by the Public Employees Benefit Services Corporation (PEBSCO).

The authority and the employee contribution rate shall be four percent (4%) of wages by each.

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

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

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

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

RETIREMENT SAVINGS:

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

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

PENSION AND DEFERRED COMPENSATION EDUCATIONAL MEETING:

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

INDIVIDUAL RETIREMENT ACCOUNT (IRA) PROGRAM

SECTION 5.

An employee contributory IRA Program will be available.

PAID TIME OFF PROGRAM

SECTION 6.

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

(a) PAID VACATION PROGRAM

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

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

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

Vacation time will be credited to the employee on each anniversary of the employee's seniority date as a regular employee. In the case of lay off the employee will be entitled to

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

During year one (1) of this contract all employees shall be given full credit for time from their last anniversary date to contract implementation date.

The scheduling of vacation time will be determined as follows:

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

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

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

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

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

(b) PAID HOLIDAY PROGRAM

Employees covered by the Agreement who are available for work on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and the employee's birthday shall be provided the day off and paid eight (8) hours at straight time provided that the employee is available for work on the full scheduled work day preceding and following said day. Those employees who do work on any of these days shall be paid double (2) time for all work in addition to the above eight (8) hours.

Employees on vacation or granted time off will be considered available for work. Emergency work time off or sick call in will be considered not available for work.

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

(c) PAID FUNERAL LEAVE PROGRAM

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

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

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

(d) Sick Days

For every 140 hours of uninterrupted scheduled work time excluding management approved time off (i.e. vacations, granted time, bereavement leave, jury duty, union time off) the employee will earn four (4) hours sick pay with a maximum of 24 hours of earned credit in any one fiscal year and a maximum of 24 hours earned credit in their sick account. These days may be used at the employee's discretion.

Sick days are carried over from year to year, however the maximum credit on the books cannot exceed 24 hours at any time. The employee must provide a doctor's slip for any paid sick time utilized. Paid sick time off does not count toward the "140 hours of uninterrupted scheduled work" referenced above.

UNIFORM PROGRAM FOR BUS OPERATORS

SECTION 7.

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

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

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

TOOLS FOR MAINTENANCE EMPLOYEES

SECTION 8.

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

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

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

SAFTEY SHOES FOR MAINTENANCE EMPLOYEES

SECTION 9.

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

The Authority will furnish to Maintenance employees safety shoes each Fiscal Year (October 1-September 30) not to exceed \$60.00 per Fiscal Year. Submission of original receipts are to occur February 1 and August 1 through the period of the following pay month. There will be no carryovers from fiscal year to year.

SICKNESS AND ACCIDENT PROGRAM

SECTION 10.

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

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

Sickness and accident coverage will be limited to a combined total of twenty-six (26) weeks.

The weekly payment shall commence on the first (1st) day of an accident and commence on the eighth (8th) day of sickness.

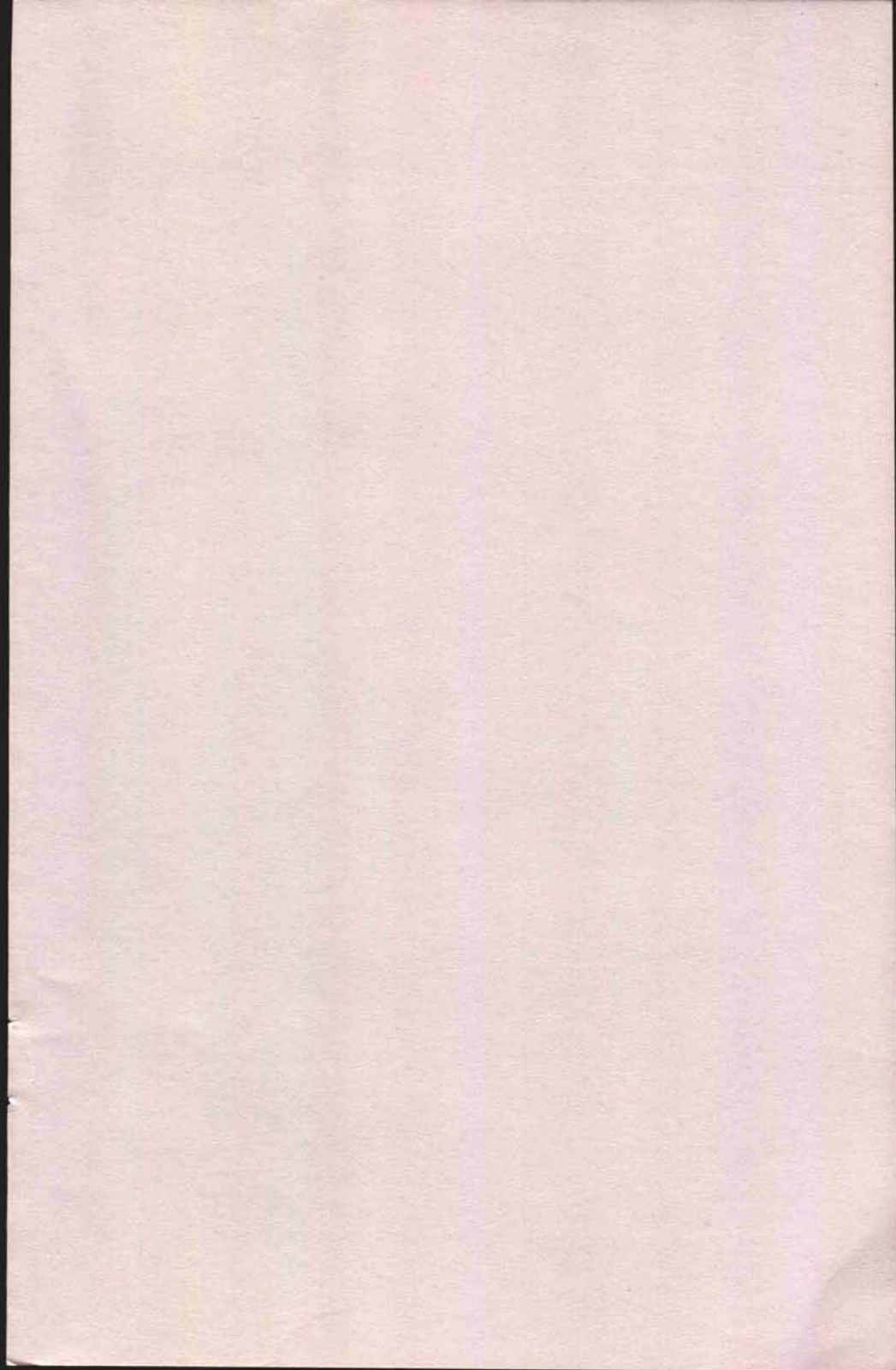
LIFE INSURANCE PROGRAM

SECTION 11.

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

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

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



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