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AGREEMENT

BETWEEN

ANN ARBOR TRANSPORTATION AUTHORITY

AND

LOCAL 171 OF TRANSPORT WORKERS UNION

JANUARY 1, 2013, THRU JUNE 30, 2017

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Between

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

and

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

JANUARY 1, 2013, thru JUNE 30, 2017

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ARTICLE I

GENERAL

SECTION 1 - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, the Union and the Public. The parties recognize that provisions of high quality service and maintenance of community support for public transportation are a shared responsibility and are dependent upon the success in providing service to the community which is met with public satisfaction. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

SECTION 2 - RECOGNITION

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

A. EMPLOYEES COVERED

All non-supervisory employees of the Ann Arbor Transportation Authority as set forth in Article II, Section 1.

B. SCOPE OF AGREEMENT

The provisions of this Agreement will apply to the relationship between the Employer and employees of said bargaining unit and said Union.

SECTION 3 - NON-DISCRIMINATION

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

SECTION 4 - RIGHTS OF MANAGEMENT

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

SECTION 5 - STRIKES AND LOCKOUTS

It is the intent of the parties of the Agreement that the grievance procedure herein shall serve as the means for the peaceable settlement of all disputes which may arise between them. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slow down or strike against the Employer, either on behalf of the bargaining unit covered by this Agreement or any other Authority employees. The Union is also obligated to make every effort

possible to return to work any of its members who are engaged in a wildcat strike or other illegal work stoppage. It is understood that any employee engaging in any work action described herein is subject to discharge. The Employer agrees that during the same period, there will be no lockout.

SECTION 6 - SAFETY PRACTICES

A. COMMITMENT TO SAFETY

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

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

B. SAFETY PROGRAM

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

C. SAFETY STEWARD

1. The Union will designate a Safety Steward who will identify and examine health and safety problems, periodically meet with the Employer's safety representative at mutually agreeable times to discuss health and safety matters, accompany inspectors on walk-around inspections and recommend the deadlining of vehicles to the Manager of Maintenance. The appropriate Manager or his/her designee will respond within twenty-four (24) hours to such recommendations.
2. The designated Safety Steward will be relieved with pay to accompany inspectors and the Safety and Training Coordinator on walk-around inspections. The designated Safety Steward may request reasonable unscheduled safety inspections with the Safety and Training Coordinator at a mutually convenient time. The designated Safety Steward will have full access to all work areas and equipment utilized by unit employees. In the event the designated Safety Steward is unavailable, the designated alternate shall assume the rights and responsibilities. The designated Safety Steward will receive copies of summary accident reports prepared by management on a quarterly basis.

SECTION 7 - WORK RULES

A. Work rules are defined as standards of performance and conduct for employees in doing their job according to Employer policies and procedures. Whenever possible and practical, the Employer's work rules shall be codified into a Personnel Procedures Manual (hereinafter referred to as the "PPM"). The Employer reserves the right to establish and implement work rules, however, the Employer agrees to submit all changes to work rules in writing to the Union for input and approval. Work rule "changes" may include new work rules; deletions of existing rules; or changing or revising existing rules. The Employer retains the right to post work rules in preparation for implementation if the Union input, review, and approval process described in any of the following procedures exceeds thirty (30) calendar days. New work rules may be established and existing work rules revised or changed in accordance with any one of the following procedures:

1. **NORMAL CHANGES:** There may arise the need and desire of either party to this agreement to make work rule changes. Whenever possible, the Employer will discuss planned work rule changes at labor management meetings during the input process. Should the Union wish to discuss work rule changes, it shall bring the proposed changes

to the attention of the Employer at a labor management meeting. Either party may request non-binding mediation (as described and provided for in Article I, Section 7 B) should the parties fail to reach an agreement regarding such work rule changes. Notwithstanding discussions and non-binding mediation, the Employer retains the right to post new work rule changes for implementation. Implementation of such rules shall take place a minimum of twenty one (21) days following their posting (unless emergency operation needs require a shorter notification period). All employees will receive individual notifications of work rule changes no less than seven (7) days before their implementation. In the event the Union does not agree to the proposed work rule changes, it may, at its option, request arbitration regarding the rules on the issue of reasonableness alone. Arbitration shall be in accordance with Article, I, Section 7 C.

2. **AS REQUIRED BY LAW OR GOVERNMENTAL AGENCY DIRECTIVES:** The Union and the Employer agree that all their activities must be in compliance with laws and governmental administrative regulations. To this end, both parties agree that work rule changes shall be enacted as quickly as possible whenever necessary for the Employer's operations to comply with laws and regulations. Whenever possible and practical, the Employer will advise the Union in writing of work rule changes, along with the reasons for the changes, no less than twenty one (21) days prior to their implementation. All employees will receive a copy of work rule changes no less than seven (7) days prior to their implementation (unless emergency operational needs require a shorter notification period). Work rule changes made to comply with laws or governmental agency directives may be the subject of non-binding mediation (as described and provided for in Article I, Section 7 B); however, such work rule changes may not be subject to binding arbitration. The reasonableness of discipline associated with any rule change enacted to comply with laws or governmental agency directives may be the subject of binding arbitration.
3. **BY LETTER OF UNDERSTANDING:** Work rule changes may be implemented by mutual consent of both parties through a "Letter of Understanding". Such Letter shall indicate the need or reason for work rule changes and shall be signed by both parties prior to implementation. Either the Employer or the Union may initiate work rule changes by presenting the other party with a proposed Letter of Understanding providing the nature of the changes and the reasons for them. The Letter of Understanding will be a subject of discussion between the two parties at a labor management meeting prior to the execution of any Letter of Understanding. Written notification of work rule changes resulting from a Letter of Agreement shall be provided to all employees no less than seven (7) days prior to their implementation (unless emergency operational needs require a shorter notification period). Neither non-binding mediation nor arbitration may be used to address the failure of either party to agree to or sign a Letter of Understanding aimed at establishing work rule changes. Letters of Understanding shall not extend beyond the labor contract agreement during which they have been negotiated without the express written consent of both parties.
4. **WHEN OPERATING NEEDS REQUIRE IMMEDIATE IMPLEMENTATION:** The Union and the Employer agree that emergency conditions may require the posting and implementation of work rules changes as expeditiously as possible. The Employer will make efforts to discuss such work rule changes with the Union and to post them as far in advance as possible and practical. Notwithstanding efforts to discuss and post work rule changes in advance, when operational needs require it, work rule changes may be posted and implemented by the Employer without prior discussion or posting. No employee shall be penalized for violation of new work rule changes unless he/she has been made aware of such changes. When new work rule changes are implemented immediately without prior posting or discussions with the Union, the Employer will discuss the rules with the Union (providing the reasons for the work rule changes and an explanation of the need for their expedited implementation). If the Union does not agree with the expeditiously implemented rules, the matter may be submitted to non-binding mediation in accordance with Article I, Section 7 B or to arbitration in accordance with

Article I, Section 7 C.

5. **FOR CONSISTENCY WITH NEGOTIATED AGREEMENTS:** Work rule changes intended to render rules in effect at the time of this Agreement consistent with provisions of this Agreement will be discussed with the Union prior to implementation. All employees will be provided with written notification of such changes at least seven (7) days in advance of their implementation. Employees will not receive discipline for violation of such work rule changes without having first been advised of their revision. Work rule changes intended to render such rules consistent with this Agreement shall be subject to non-binding mediation in accordance with Article I, Section 7 B; or may be arbitrated in accordance with Article I, Section 7 C.

B. MEDIATION

If the Union does not agree to work rule changes, the matter may be submitted to non-binding mediation where otherwise allowed in Article I, Section 7. If mediation is requested by either of the parties, the matter shall be submitted to the Michigan Employment Relations Commission (MERC). When possible, expedited mediation will be utilized for purposes of resolving work rule changes. The cost of mediation, if any, will be shared equally by the parties.

C. ARBITRATION:

1. In the event that the Union does not agree to the new, revised, or changed work rule, the matter may be submitted to arbitration where otherwise allowed in Article I, Section 9. The arbitrator shall limit his/her decision on the issue to the reasonableness of the rule change alone. If arbitration is requested, the matter shall be submitted to the Federal Mediation and Conciliation Service or other mutually agreed upon group of arbitrators. When possible expedited arbitration will be utilized for purposes of resolving work rule disputes.
2. The Arbitrator will not have jurisdiction to subtract from or modify any rule change (including any rule in question at the time), or to specify the terms of any new rule, or to substitute her/his discretion for that of the parties. Both parties will equally share the cost of the arbitrator.
3. Disciplinary penalties imposed as a result of the violation of a work rule changes that have been implemented pending arbitration shall be rescinded upon the arbitrator's finding that the rule is unreasonable and any affected employees shall be fully restored to the status held prior to the imposition of such discipline.
4. If the Union fails to submit a written request for arbitration regarding work rule changes to the Human Resources office within thirty (30) calendar days of the date of its implementation, the Union's right to arbitrate the rule under Article I, Section 9 shall be deemed to be waived and the reasonableness of the rule may not be challenged in any subsequent grievance arbitration.

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

SECTION 8 - ACCIDENTS AND INCIDENTS

A. DEFINITIONS:

1. A vehicle accident is defined as any occurrence wherein an employer vehicle comes into contact with another vehicle, object or person, causing property damage or personal injury. All rear-end collisions, all collisions resulting from backing of vehicles, and all

collisions with people will be considered as accidents regardless of the degree of resulting damage or injury. A passenger accident is defined as any occurrence wherein passengers onboard, boarding, or alighting from a vehicle, stumble or fall or are thrown by the movement of the vehicle. An industrial accident is defined as any unexpected event occurring in the Maintenance Department that results in (or could potentially result in) damage to Authority vehicles, equipment, materials, or injury to a person requiring clinical treatment.

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

B. ACCIDENT REVIEW PROCEDURES

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

C. APPEAL PROCEDURE

An employee whose accident is judged preventable by the Safety Representative may appeal that decision to the Accident Review Board (ARB) by notifying the Safety Representative within seven (7) calendar days after being notified of the Safety Representative's decision. The Safety Representative will provide the permanent members of the Accident Review Board with a copy of the appeal as soon as possible. The Accident Review Board will consist of two (2) members appointed by the Union, two (2) members appointed by the Employer, and a neutral third party mutually chosen by the parties. The Accident Review Board will be chaired on a rotating basis by the Union and Employer members. Alternates or neutral parties will not chair any meetings. The Employer and the Union will designate alternate members. All members and alternates will serve three (3) year periods. The fees and expenses (if any) of the neutral board member shall be shared equally by the two parties. Meetings of the Accident Review Board will be scheduled quarterly if there are pending accident appeals. Such meetings may be postponed as necessary to provide for adequate investigation or to accommodate changing operational needs. All members of the ARB will be informed of postponed and/or rescheduled meetings as quickly as possible. Notices of scheduled ARB meetings and any postponement or rescheduling of such meetings will be posted on the Human Resources bulletin board. Each Union or Employer member may be responsible for investigating and presenting one case before the Board. ARB members will be provided with information related to accidents at least five (5) days before scheduled ARB meetings for the purpose of investigating and preparing related presentations. In the event the Accident Review Board finds an accident to be non-preventable, any disciplinary

action which may have been taken will be removed from the affected employee's record. Decisions of the Accident Review board will be final and not subject to further appeal. Bargaining unit members serving on the Accident Review Board will be paid for all time spent at the Accident Review Board Meetings. An ARB member may not have more than two preventable accidents on her/his record during the preceding twenty four (24) months. The Employer will provide training for all permanent ARB members to assist them in their responsibilities pertaining to the judging of accidents.

D. ACCIDENT AND INCIDENT REPORT COMPLETION COMPENSATION

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

SECTION 9 - COMPETITIVE BIDDING/CONTRACTUAL WORK

GENERAL CONDITIONS

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

A. TRANSPORTATION WORK:

1. Fixed routes operating exclusively within the City of Ann Arbor will not be subject to competitive bidding provisions for the life of this Agreement. In the event a regional millage is approved, fixed routes operating exclusively within the area subject to such a millage that were staffed by Bargaining Unit members as of July 1, 2007, will not be subject to the competitive bidding provisions of this agreement.
2. With the exception of fixed routes operating exclusively within the City of Ann Arbor, and subject to the provisions of Paragraph 1 above, the Employer reserves the right to competitively bid any other services.
3. Prior to subcontracting any services, the Employer will negotiate with the Union for the operation of the contemplated services. Based upon those negotiations and considerations of cost and service quality, the Employer will determine whether to operate the service "in house" or to proceed to competitive bidding on the service.
4. Notwithstanding prior negotiations on operating the services in question, the Union will be provided the opportunity to competitively bid on any services being considered for subcontracting. The Employer will consider quality of service to its customers as well as the long term cost of contracting prior to awarding any bid.
5. Subcontracted services will be limited to no more than five years before the services will be re-bid. Any re-bidding process shall incorporate negotiations with the Union as described in item #3 above, as well as the right of the Union to submit a bid on the project as described in item #4 above.

B. MAINTENANCE WORK

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

1. Work that requires facilities, equipment or specialized expertise that is not available in-house.
2. At times when the backlog of unit work or the availability of unit employees would cause excessive delay in completing the additional work.

3. At times when transit services would be interrupted due to a longer time required to perform work internally compared to the time required to contract or subcontract the same work.
 4. At other times with the consent of the Union.
- C. The Employer shall have the right to subcontract the grounds keeping, snow removal, and other maintenance external to the building and other work which is deemed to be beyond the expertise of the Facilities Maintenance Person or which would require forces in excess of normal staffing levels

SECTION 10 - AID TO OTHER UNIONS

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

SECTION 11 - EMPLOYEE ASSISTANCE PROGRAM

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

SECTION 12 - LABOR-MANAGEMENT MEETINGS

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

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ARTICLE II
EMPLOYMENT PROCEDURES

SECTION 1 - JOB DESCRIPTIONS

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

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

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

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

Master Maintenance Technician

Category A: Paint and Body Repair Person I, Maintenance Technician A

Category B: Maintenance Technician B, Tire Maintenance Person

Category C: Maintenance Technician C, Paint and Body Repair Person II

C. Classification/Progression of Maintenance Technicians:

1. Maintenance Technicians will advance by demonstrated ability as evidenced by certification in the following modules:

Category C:
Electrical Systems/ Preventive Maintenance/ Air Systems/ Hydraulics

Category B
Diesel Engine Tune-Up/ Air Conditioning/ Chassis

Category A
Diesel Engine Overhaul/ Electronic Engine Controls

Master
Transmission Overhaul/ Electronic Transmission Controls

2. Certification includes oral, written and hands on testing. Test material shall have been reviewed by appropriate professional consultants. Upon request, the oral and written tests will be offered within three (3) weeks of such request. The hands on testing will be subject to availability of work, parts, personnel and operational requirements. Time spent in certification testing and for Master Maintenance Technician re-certification testing will be paid at straight time.

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

SECTION 2 - SENIORITY

A. DEFINITIONS

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

B. LOSS OF SENIORITY

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

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

- b. After the completion of the trial period in another bargaining unit classification, the employee will lose her/his classification seniority in the classification from which she/he transferred.

C. RETENTION OF SENIORITY

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

D. SENIORITY LIST

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

E. DETERMINATION OF SENIORITY

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

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

F. SENIORITY ADJUSTMENT

Any Employee taking a leave of absence covered under Article V, Section 14 for a period of thirty (30) days or more will have such time deducted from unit seniority retroactive to the first day of the leave. Seniority shall accumulate for all other leaves of absences and the employee will be entitled to resume her/his regular seniority status upon returning from a leave of absence.

SECTION 3 - PROBATIONARY EMPLOYEES

A. LENGTH OF PROBATION

1. New permanent employees hired in the unit shall be probationary employees for the first six (6) months of their employment during which they must actively work a minimum of 110 days.
2. During the probationary period the employee is observed to determine if she/he is qualified to continue as a permanent employee. The required days of work during the probationary period will be accumulated within not more than twelve (12) months.
3. The Employer will perform a "mid-term" probationary evaluation at the end of **three months** of employment for each probationary employee. Employees who continue their employment following this mid-term probationary review will qualify for Employer paid medical, dental, optical, and life insurance benefits.
4. Probationary employees will undergo a final probationary review at the end of their six (6) month probationary period prior to becoming permanent employees.
5. A probationary employee who serves her/his probationary period during a time in which her/his job is not operative, shall work additional days equal to the number of days which her/his job was not operative, and such employee shall not have completed her/his

probationary period until these additional days have been worked.

6. The six (6) month probationary period may be extended by the Employer in cases where an employee's performance is not satisfactory but may improve up to a satisfactory level with additional time. Notice of the extension will be given to the employee and the Union no later than the time of the final probationary evaluation. In no instances, however, may an employee remain on probation longer than twelve (12) months.

B. PROBATIONARY EVALUATION

Each probationary employee will receive written evaluations from her/his immediate supervisor outlining job performance. Evaluations will be reviewed and discussed in a conference with the employee. Evaluations will be made approximately mid-way through the probationary period and prior to the completion of probation. At the final conference, the probationary employee may, at her/his option, be accompanied by a Union Representative serving as a non-participating observer. Determination of the employee's ability to become a permanent employee shall be at the sole discretion of the Employer.

C. PROBATIONARY COMPLAINT PROCEDURE

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

D. RESTRICTIONS AGAINST TRANSFERS

1. New employees in the bargaining unit will be required to complete one (1) year in the position into which they were hired before becoming eligible for transfers as provided elsewhere in this agreement. This restriction may be waived at the discretion of the Employer.
2. In addition, no more than one (1) employee in the Service Employee job classification may transfer to another bargaining unit position at any one time. Six (6) months must elapse between the effective dates of transfer before any additional transfer will be

permitted.

SECTION 4 - PERSONNEL ACTION FORM

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

SECTION 5 - OFFICERS AND STEWARDS

A. SENIORITY OF OFFICERS AND STEWARDS

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

B. STEWARD STRUCTURE

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

SECTION 6 - LAYOFFS

A. REASON FOR LAYOFF

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

B. NOTICE AND ORDER OF LAYOFF

1. The Employer will furnish the affected employee or employees with a minimum of sixty (60) days written notice prior to the date that the scheduled layoff or layoffs are to become effective.
2. Employees shall be laid off in inverse order of seniority in their classification. An employee on scheduled layoff shall have the right to exercise her/his unit seniority and displace an employee with less unit seniority in another classification, provided the senior employee is qualified to hold the position held by the less senior employee. In the event the Employer finds the employee not qualified, the Employer will send written notification to the Union. Employees who exercise this option will be paid at the beginning rate for the position. Employees shall be recalled in inverse order of layoff in the affected classifications. Notice of recall will be sent by registered mail to the employee at her/his last known address. If an employee fails to report for work within fourteen (14) days from receipt by the employee of the mailed notice or recall or the return of the registered recall letter to the Employer, she/he will be considered to have resigned.
3. No bargaining unit employee will be laid off from any job classification or position within a classification while any temporary employee is still employed in the same classification or position. Temporary employees will be laid off without reference to the provisions of Article II, Section 6 B.

SECTION 7 - VACANCIES AND NEWLY CREATED POSITIONS

A. PERMANENT VACANCIES

Notice of all permanent vacancies and newly created positions shall be posted on the Employer's bulletin boards for fourteen (14) calendar days. Employees may make application to fill the vacancy or new position during the posting period. Postings will include job description and the current rate of pay. The applying employee with the best overall qualifications, ability, and performance record as measured by standard criteria established by the Employer shall be transferred to fill the vacancy or new position, provided the employee has the minimum qualifications to perform the duties of the job involved. In cases where overall qualifications, ability and performance records are equal between applying employees, the employee with more unit seniority will be transferred. In cases of inter-departmental transfers, such transfers may not become effective if transferring the employee will create a staff shortage in the position she/he is leaving until a replacement for the transferring employee can be arranged. Employees who transfer to a new position will not be eligible to transfer to another position for a one (1) year period. The Employer will notify any employees on extended leave (a period in excess of thirty (30) calendar days) by return requested certified mail to the last reported mailing address of such employee.

B. TRIAL PERIOD FOR PERMANENT VACANCIES AND NEWLY CREATED POSITIONS

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

C. TRIAL PERIOD EVALUATION

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

D. DENIAL OF TRANSFER

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

E. NEWLY CREATED POSITIONS

1. The Employer shall notify the Union in writing when a new classification is created during the term of this Agreement. The Employer shall place into effect a rate of pay for the classification in question and shall designate the pay rate as temporary.
2. During the first thirty (30) calendar days following the date of written notification to the Union, but not thereafter during the life of this Agreement, the Union may request in writing to the Employer to negotiate the rate of pay assigned to the new classification. The negotiated rate, if different than the temporary rate for the new classification, will be applied to the date an employee first began working in the new classification, except as

otherwise mutually agreed. In a case where the parties are unable to agree on the rate of pay, the issue may be submitted to arbitration.

3. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations during the specified period of time, or as a result of final negotiations between the parties, or upon resolving the matter through arbitration, the new classification and pay rate shall be added to and become a part of this Agreement.

F. TEMPORARY VACANCIES

1. The Employer may fill a temporary vacancy of less than two (2) weeks duration as follows:
 - a. By utilizing volunteers within the classification where operational requirements permit.
 - b. At the Employer's option assigning reserve employees to the vacancy or by temporarily transferring a consenting employee from one classification to another. An employee temporarily transferred from her/his classification to another classification within the bargaining unit will be paid either the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred whichever is higher; or,
 - c. Hiring a temporary employee or securing the services of an employment agency.
2. The Employer may fill temporary vacancies of greater than two (2) weeks duration as follows:
 - a. First by allowing permanent employees on medical related leaves of absence to fill temporary vacancies provided they are physically capable and have the ability without training to perform the work. Such an employee filling a temporary vacancy will receive the rate of pay for which the job she/he is temporarily assigned. Employees on unpaid medical leaves of absence who have indicated in writing a desire to be considered for temporary vacancies will be notified by the Employer of such vacancies. Employees must apply for a temporary vacancy within seven (7) calendar days of the beginning of such vacancy. In the event there are more applicants than vacancies, selection will be made by seniority.
 - b. By utilizing volunteers within the classification where operational requirements permit.
 - c. At the Employer's option by assigning reserve employees or by temporarily transferring a consenting employee from one classification to another. Such an employee temporarily transferred from her/his classification to another classification within the bargaining unit will work the regularly scheduled shift associated with the position and be paid either the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred whichever is higher; or,
 - d. Hiring a temporary employee or securing the services of an employment agency.

Notwithstanding the above, the Employer will have the right to hire a temporary employee or secure the services of an employment agency during the application period.

3. If a temporary employee is hired, she/he will automatically retain temporary status for a period of up to sixty (60) calendar days. An extension of temporary status for an additional one hundred twenty (120) days may be made by the Employer if the temporary employee is replacing a permanent employee who is on a leave of absence.
4. Temporary Supervisors may be selected from the Transportation Department members of the Bargaining Unit. The number of Temporary Supervisors will be limited to five (5) and individuals will not exceed two hundred (200) hours per year in this position. It is recognized that employees in this position will perform supervisory functions including assisting regular operators perform their duties and assist regular supervisory staff during periods of special needs. Temporary Supervisors will be selected from qualified volunteers and will be selected for one (1) year periods. Temporary Supervisors will not be permitted to serve consecutive terms unless a sufficient number of otherwise-qualified volunteers is not received. Temporary Supervisors will not be assigned supervisory responsibilities in the Control Center.
5. Lead Maintenance Technicians may be selected from the Maintenance Department members of the Bargaining Unit. There will be a list of qualified bargaining unit members to fill the Lead Maintenance Technician position. This category will have the qualification of at least a B Maintenance Technician. The work of a Lead Maintenance Technician shall be the same as that of a bargaining unit member and in addition be charged with the regular responsibilities of the supervisor on their shift. Lead Maintenance Technicians will not be involved in the discipline process. Lead Maintenance Technicians will be selected from qualified volunteers and will be selected for one (1) year periods.

SECTION 8 - WORK OUTSIDE THE EMPLOYEE'S CLASSIFICATION

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

SECTION 9 - PART-TIME EMPLOYEES

A. PART-TIME EMPLOYEES

1. **The Employer may hire part-time employees who will be able to bid work as provided in Article IV, Section 2, Paragraph A. Such work will be provided in accordance with the operational needs of the Employer, subject to the provisions of Article IV, Section 1, Paragraph A.**
2. **Part-time employees shall be scheduled to work between fifteen (15) and thirty-five (35) hours per week.**
3. **Part-time employees who wish to become Full-time employees and Full-time employees who wish to become Part-time employees may apply for such positions when posted as provided in Article II, Section 7, Paragraph A.**
4. **The Employer will only pay for those Part-time benefits specifically identified as being paid for by the Employer in this Article II, Section 9.**
5. **Part-time employees will receive benefits equivalent to Full-time employees in the areas of vacation accrual, sick accrual, bereavement pay, jury duty pay, unemployment compensation, and workers compensation.**

6. The Employer will offer medical insurance to Part-time employees and will pay seventy percent (70%) of the monthly premium cost of the Official Medical Plan offered.
 7. Part-time employees will be entitled to waive medical insurance coverage offered by the Employer. If cash-out election is made by Part-time employees for waived medical insurance coverage, cash outs shall be paid bi-weekly based upon seventy percent (70%) of the Full-time employee cash-out values found in Article V, Section 22 A.
 8. The Employer shall offer and pay for life insurance benefits for Part-time employees as specified in Article V, Section 22 H.
 9. Part-time employees may obtain other benefits not specifically provided to be paid for by the Employer in this Article II, Section 9 by paying for them at their own expense through payroll deduction.
 10. Part-time employees may be laid off according to Article II, Section 6, Paragraph B.
- B. LIMITATIONS ON NUMBER OF PART-TIME EMPLOYEES**
The total number of Part-time employees will not be greater than twenty percent (20%) of the total active employees in the bargaining unit.

SECTION 10 - TRAINING

A. TRAINING PROGRAMS

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

B. UNION ORIENTATION

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

C. LENGTH OF TRAINING

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

D. EXTENSION OF TRAINING

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

E. CONTENT

1. All Transportation Department employee training programs will include, but are not limited to, the following,
 - a. Basic equipment safety, fire prevention, handling of fire emergency and first aid.
 - b. Special safety instruction for any special equipment handled or job performed.

- c. Minimum of eight (8) hours of mechanical orientation to Employer's vehicles (except Information Specialists).
 - d. Empathy and public relations training.
2. All Maintenance Department training programs will include, but are not limited to, the following:
- a. Basic equipment safety, fire prevention, handling of fire emergency and first aid.
 - b. Special safety instruction for any special equipment handled or job performed.
 - c. Minimum of eight (8) hours of mechanical orientation to Employer's vehicles provided for Service Employees.
 - d. Orientation to mission of the organization.
 - e. Developmental training programs which will allow the employee to improve skills to enhance advancement potential. All maintenance technicians must progress to at least the next skill grade level within thirty-six (36) months of initiation of the program or attainment of Master Maintenance Technician skill grade level. Employees in the classification of Master Maintenance Technician must re-certify every twenty-four (24) months.

F. EVALUATION

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

G. TRAINING OF TRANSFERRED EMPLOYEES

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

H. RESERVE EMPLOYEE TRAINING

1. The Employer will periodically train employees to do work outside their job classification to be used in cases of temporary staff shortages. When the Employer deems necessary, the Employer will post notice of such training for specific job classifications and/or positions for a period of seven (7) calendar days. Interested employees may sign up during the posting period, and selection will be made on the basis of qualifications, ability, performance record and seniority.
2. It is understood that employees who accept such training will be required to perform such work when the Employer deems necessary. Employees with regularly bid runs who are assigned reserve work shall be scheduled, when operational needs permit, with hours similar to their regular shift. When more than one (1) employee is trained to do reserve work in a classification, assignments will be made based on operational needs. (When all other things are equal, rotational seniority will be used.)

ARTICLE III

DISCIPLINE AND GRIEVANCES

SECTION 1 - DISCIPLINE

A. BASIS AND MANNER OF DISCIPLINE

The Employer agrees that it will not discipline/terminate an employee without just cause. Employer administered discipline will be consistent with the Personnel Procedures Manual (PPM). The Employer will consider extenuating circumstances and may recommend counseling or retraining to minimize recurrences.

B. TIME LIMITS

When the Employer feels disciplinary action is warranted, such action must be initiated within three (3) working days of the occurrence of the conditions giving rise to the actions, excluding Saturdays, Sundays and holidays, and the employee's regularly scheduled days off. There shall be no time limit on disciplinary action stemming from driver's license status verifications, on matters arising from criminal actions, or for employees hired after July 1, 1983, for falsification of employment application.

C. NOTIFICATION AND CONFERENCE

No employee, except in cases of investigatory suspension, will be given a written warning, time off without pay, or will be terminated until a conference is held to discuss the matter. When an employee has engaged in conduct which could result in a written warning, time off without pay, or a termination, the Employer will notify in writing the employee and the Union that a conference is required. Upon receiving such notification, the employee will have three (3) scheduled work days to schedule a conference. The employee will be notified in writing of the alleged infraction prior to the conference. If the employee wishes Union representation at the conference, the employee will make such arrangements beforehand. If the employee or steward fail to appear at the scheduled conference or if the employee fails to schedule a conference as required, disciplinary action will be administered in their absence. However, in cases of possible suspension or termination, the employee may be suspended until a conference is held. Except for conferences re-scheduled by the Employer, an employee may re-schedule a conference one time for valid reasons with the approval of the appropriate Department Manager. Conference rescheduling will be done at a mutually agreeable time. A re-scheduled conference must occur within seven (7) calendar days of the original conference date.

The time spent in the conference by the employee and the steward will be paid. Except in cases of emergency, no relief will be made for the steward or the employee.

D. WRITTEN NOTICE OF DISCIPLINARY ACTION

Discipline will be administered within three (3) days of the conference, excluding Saturdays, Sundays, holidays or the employee's regular days off. In the event the Employer takes disciplinary action, the Employer will furnish the affected employee and the Union a written copy of the action taken. Every employee will have the opportunity to view any disciplinary document that is placed in the employee's file.

E. USE OF PAST RECORD

In imposing discipline on a current charge, the Employer will not base the decision upon any prior infractions of rules or regulations which occurred more than twelve months previously not including any time spent on a leave of absence.

F. INVESTIGATORY SUSPENSIONS

An employee may be suspended pending investigation of charges. Within forty-eight (48) hours of the suspension, a conference will be held with the employee and/or a steward to discuss the matter (excluding weekends and holidays). If the investigation is not complete, an extension of

the forty-eight (48) hours will be mutually agreed upon. If at the completion of the investigation the suspension is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights and all fringe benefits which the employee would have earned during the suspension period. If the suspension is with justification, the time the employee has spent on the suspension will be counted toward any disciplinary action taken.

G. REVIEW OF PERSONNEL FILES

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

H. COMMERCIAL DRIVERS LICENSES/CHAUFFEURS LICENSES

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

I. CONTESTING DISCIPLINARY ACTION

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

SECTION 2 - GRIEVANCES

A. DEFINITIONS

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

B. GRIEVANCE PARAMETERS

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

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

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

C. GRIEVANCE PROCEDURES

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

D. ARBITRATION AGREEMENTS

1. The Arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing. The Employer will be responsible for the payments of wages of only those employees it calls as witnesses, and only those wages which would otherwise have been earned by those Employer-witnesses while employed by the Employer.
2. The Arbitrator will not have jurisdiction to subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new

Agreement, or to substitute her/his discretion for that of the parties.

3. The fees, expenses and filing fees of the Arbitrator shall be paid solely by the non-prevailing party. In the event that the Arbitrator does grant an award in which one (1) party is not granted the total award, then the fees, expenses and filing fees of the Arbitrator shall be shared equally by the parties. If the grievance is withdrawn by the Union after being filed for arbitration, the Union will pay the full filing fees plus the Arbitrator's fee, if any. If the grievance is settled by the parties, the filing fee plus the Arbitrator's fee, if any, will be shared equally by the parties. If the grievance is settled, prior to arbitration, and if the Employer grants the full relief requested, the Employer will pay the filing fees plus the Arbitrator's fee, if any.
4. The Arbitrator shall render her/his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing or submission of briefs, whichever is later. The decision of the Arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union.

SECTION 3 – ELECTRONIC MONITORING

A. Definition

Monitoring/surveillance for the purposes of this section refers to the use of instruments or machines including the collection of information concerning employee activities or communications by the use of a computer, telephone, wire, radio, video camera, audio recording devices, photo electronic or photo-optical system, proximity readers and other electronic sensing devices to observe, detect, or record activities occurring in or around all Employer owned or leased buildings, property and vehicles.

B. Purpose:

The primary function of monitoring/surveillance by the Employer is to enhance the safety, security and protection of employees, visitors, customers and physical assets of the Employer and/or Employees. Monitoring/surveillance may also be utilized on a specific case-by-case basis for reasons including:

1. To protect the Employer and employees from false or frivolous claims and accusations.
2. Any incident or accident in an AATA vehicle or at any AATA facility.
3. Any complaint received by the Employer which is being investigated by the Employer.
4. To establish the existence of facts relevant to the Employer's business, such as to record conversations over the telephone.
5. At the request of a police agency or court system when an accident/incident or criminal activity may have been captured by AATA monitoring/surveillance equipment.
6. To prevent or detect crimes.
7. To investigate or detect the unauthorized use or misuse of Employer assets.
8. To promote compliance with rules, policies, and procedures, provided the video will not be used in a random or discriminatory manner.

Any incident or situation arising that may not be covered by the language in B above will be addressed jointly by labor and management.

C. Hours

The Employer reserves the right to monitor in and around all its buildings, properties, and vehicles at any and all times.

D. Respect for Privacy

Surveillance cameras and related equipment shall not be used in employee occupied break

rooms and in any other areas where employees have a reasonable expectation of privacy, e.g. washrooms.

E. Discipline and Time Limits

Any discipline administered as a result of monitoring/surveillance will be issued in a manner consistent with discipline and time limit practices as defined in Article III, Section 1 A and B.

F. Disclosure

Any monitoring/surveillance documentation (such as recordings) used by the Employer to discipline an employee will be available for review by the employee and/or his/her Union representative during or following any disciplinary conference, upon request. Any non-monitoring evidence gathered in an investigation and used to corroborate monitored activities will be shared with the employee or Union representative.

G. Storage and Archiving

Information gathered in monitoring/surveillance activities shall normally be stored on hard drives and will be overwritten, unless the information has been downloaded and archived for use in ongoing investigations, open employee grievances or at the request of legal authorities, or is intended to be used for future training purposes. Audio and video recordings of active employees will not be used for training purposes without the employee's consent. The Employer will gather all information of relevance to the employee and/or the employer captured by the video (both before the incident and after the incident occurred) before the hard drive has been placed back in service. If the involved employee feels there is information that may have been captured on AATA surveillance systems that is relevant to the matter being reviewed, he/she should advise the investigating supervisor as soon as possible. Storage and archiving of all information gathered in monitoring/surveillance shall be in a secure place with access limited to authorized personnel.

ARTICLE IV

SCHEDULING, BIDDING, AND EXTRA BOARD

SECTION 1 - HOURS

A. WORK SCHEDULE

Regular full-time work will consist of between thirty seven and one-half (37½) and forty five (45) scheduled work hours per week. Part-time work will consist of between fifteen (15) and thirty five (35) scheduled work hours per week. Provided the Employer operates transit service seven (7) days per week, at least ninety percent (90%) of five (5) day full-time work weeks, and at least fifty (50%) percent of all four (4) day full-time work weeks, will have consecutive days off. It is recognized by the Employer that such scheduling must not be arbitrary or be capricious. All run cutting and scheduling of Transportation bids will be made available to the Union for contract compliance review and suggestions not less than twenty eight (28) days prior to any bid. The forty five (45) hour cap may be reduced to no less than 43 hours after July 1, 1999, upon either party serving written notice to the other of such intent. Upon such written notice, the cap reduction will be reflected in the next regularly scheduled bid.

B. OVERTIME

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

C. EMERGENCY CALL OUT:

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

D. CALL IN ON SCHEDULED DAY OFF

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

E. ELECTRONIC CALL IN

If a maintenance employee is required to have a computer at home to do monitoring or repairs to the Employer's equipment, such employee will have the system installed in their home, including

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

F. VACATION INTERRUPTION

Any employee who is called in to work while on their vacation will be paid at the rate of one and half (1½) times the normal wage rate for all time worked. Any time worked will be credited back to the employee's vacation bank.

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

1. All layovers between and within work shifts or work assignments, if less than thirty (30) minutes, will be paid and considered time worked.
2. A split run is a regularly scheduled day's work consisting of two pieces of work spread over a period of not more than thirteen (13) hours. Work shifts consisting of 4-10's will have no more than eleven and a half (11½) hours spread. Split runs when completed within a spread time of twelve (12) hours inclusive shall pay actual schedule time. All such runs not completed within a spread time of twelve (12) hours inclusive shall pay actual schedule time and a premium of one-half (½) time for all such time in excess of twelve (12) hours. This premium will be paid at a straight time rate and shall be paid in addition to all other straight time and overtime payments required by other provisions of this Agreement. No portion of a full time split run shall have less than two (2) hours paid time. A regularly scheduled day's work consisting of three (3) pieces of work will, in addition to the regular compensation for the work, pay the time of the shortest period between pieces of work less any scheduled travel time contained in the period and/or any break ascribed to the day's work.
3. Each time a Motor Coach Operator is scheduled on a run sheet to pull out a vehicle from the AATA facility, ten (10) minutes of paid preparation time will be provided on the run sheet in order for the employee to prepare and inspect the vehicle prior to the beginning of the run.

SECTION 2 - SHIFT SCHEDULES - DEPARTMENT OF TRANSPORTATION

A. BIDDING

1. All shifts will be open for bid at least **four (4) times a year: once between the second Sunday in August and the second Sunday in September, once between the second Sunday in November and the last Sunday in November, once between the second Sunday in January and the second Sunday in February, and once between the second Sunday in April and the second Sunday in May**, and at such other times as deemed necessary by the Employer. The Employer will seek input from the Union prior to holding bids that are not regularly scheduled. Except in cases of emergency, the Employer will post notice of a new bid at least six (6) weeks prior to the effective date of the new bid. Notification of bid will include the date for employee input, the date of the posting of the bid, the date of the beginning of bidding, and the date the bid will go into effect.
2. Except in cases of emergency, Management staff will be available for an eight (8) hour period to discuss and receive input from any interested employee prior to a Transportation bid cut. Notice of such meeting will be posted at least one (1) week in advance and will include hours and location.

3. Except in cases of emergency, the bid will be posted at least twenty-one (21) calendar days prior to its effective date and at least one (1) week before the bidding begins. The posting will show expected duration of the bid and will list the shifts by job classification and part-time, full-time status, and will show the report time, off-time, and pay hours for each. Shifts which contain work which will be temporarily suspended will be so designated.
4. The Union will designate up to two (2) bid monitors who will be relieved from their regular work assignment and paid at a straight time rate not to exceed eight (8) hours each for time spent as the bid monitor for work assignment bids. One bid monitor will be relieved for up to eight hours at straight time rate for the purpose of monitoring vacation bids. **Work assignment bids will be held on a Sunday, one (1) week before the new bid will take effect.**
5. The Employer will prepare and post a bidding schedule which will show the date and the time each employee is required to bid, and will provide up to five (5) minutes' time for each employee to bid. The employer will post a bidding schedule for the vacation bid which will show the date and the time each employee is required to bid, and provide up to five (5) minutes time for each employee to bid. Bidding schedules will be prepared so the selection of shifts can proceed as efficiently as possible, and may require an employee to bid outside her/his regular working hours and days. A day's bidding schedule will be posted at least one (1) day in advance. It will be the responsibility of each employee to be present, to call, or to have provided the bid monitor with a list of at least five (5) choices at her/his required bid time. In the event an employee fails to choose a regular shift or a shift on the extra board within the time allowed, or if she/he has failed to provide the bid monitor with her/his choices, the bid monitor will select a shift for her/him, and such selection will be final. In cases where an on-duty employee's five (5) choices are unavailable at her/his time of bid, an employee will be provided copies of the remaining assignments and shall authorize the bid monitor to select one (1).
6. An employee on a leave of absence as of the date on which work is to be bid, and who is not expected to return to work within 30 calendar days of when the bid is scheduled to go into effect, will be unable to bid at the time on the posted bid schedule. It will be the responsibility of each employee to be present, to call, or to have provided the bid monitor with a list of five (5) choices at their required bid time.
7. An employee must bid a shift listed under her/his job classification.
8. Bidding will be as follows:
 - a. All employees in order of classification seniority.
 - b. All full-time employees may only bid work assignments listed as full-time work, and part-time employees may only bid work assignments listed as part-time work. Except for 4-10 work assignments prepared by the Employer, every employee must bid within a single availability period.
9. Following the effective date of a bid, should the changes in a regular shift exceed sixty (60) minutes, a re-bid of shifts from the affected seniority position downward will be required before such changes are put into effect.

B. EXTRA BOARD

1. There will be a number of employees on the regular seniority list who do not bid regular full time shifts. These employees constitute the extra board. For the purpose of assigning extra work, the extra board will rotate based on the total amount of pay

accumulated (including any hours worked on regularly scheduled days off), so that each employee will have an equal chance to accumulate pay. The pay period will be two (2) weeks long beginning Sunday, A.M., and ending Saturday, P.M., of the second week. A summary of hours worked by each employee will be computed daily. Extra board assignments for a given day will be posted by 3:00 p.m. of the preceding day. Extra board assignments for Sunday and Monday will be posted by 3:00 p.m. of the preceding Friday. The extra board will be so regulated that there is not an excess of operators at any time. However, if there is an excess of employees scheduled to work on Sunday, a number of such employees in order of seniority may substitute a non-working weekday for Sunday. It is understood that no regular operator will do extra work if any extra board operator is available. Full-time extra board operators who work all scheduled work days and hours in a pay period will be guaranteed a minimum of **seventy-nine (79)** hours pay for that period.

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

No extra board operator will be required to work outside her/his availability time except in cases of emergency. Extra board operators will select availability shifts as provided in Article IV, Section 2, A. During the bid period, the Employer will provide additional availability shifts when required by the entrance of new employees on the extra board. Any change of twenty percent (20%) or more of the total number of full-time extra board operators may require a re-bid of availability shifts and all other extra board work.

3. A shift which is vacant for a known duration of thirty (30) days or more, will be classed as a long-term vacancy. Such shifts may be bid by an extra board employee in order of her/his seniority, provided the extra board employee's regularly scheduled days off coincide with the days off scheduled for the vacant shift (unless the Employer otherwise allows such bidding). Once bid, the extra board employee will hold such shift until such time that the employee who vacated that shift returns to work. Extra board MCO's who select long-term hold down assignments will continue to be considered members of the extra board for purposes of assigning overtime.

Newly created shifts or shifts that are known to be permanently vacant may be bid by an extra board employee in order of his/her seniority, provided the extra board employee's regularly scheduled days off scheduled for the permanently vacant shift (unless the Employer otherwise allows such bidding). Once bid, the extra board employee will hold such shift until the end of the bid and will no longer be considered members of the extra board.

4. A vacancy of a known/expected duration less than thirty (30) days will be classed as a short-term vacancy. A short-term vacancy of one (1) week or more may be selected as a hold-down and bid by an extra board employee, provided the extra board employee's regularly scheduled days off coincide with the days off scheduled for the vacant shift (unless the Employer otherwise allows such bidding), and be held for the duration of the short-term vacancy. Employees who select a short-term vacancy as a hold-down will be required to work that run for the duration of the short-term vacancy. Extra board MCO's who select short-term hold-down assignments will continue to be considered members of the extra board for purposes of assigning overtime

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

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

5. Extra work is defined as all un-bid regularly scheduled shifts and other special runs supplementing regular service.
6. All extra work will be offered to full time extra board employees before being offered to employees with regularly bid shifts except in the case of mid-day non-scheduled work of less than two (2) hours which may, if the Employer deems appropriate, be assigned to operators of specially designated split shifts. Up to four (4) runs may be designated to perform this work. Notice will be given to employees required to perform such work at least prior to the end of their previous day's shift.
7. The Employer will provide an extra board bulletin board located in the Motor Coach Operator sign-in area for the purpose of posting any extra board related matters.
8. Full-time extra board operators will be guaranteed two (2) hours minimum pay for each scheduled report.
9. Full-time extra board operators shall make assigned call-ins no more than ten (10) minutes before, nor more than fifteen (15) minutes after their scheduled time. Except in cases of emergency, no extra board operator will be assigned more than two (2) call-ins per availability shift.
10. Operators who make miss-outs will be considered as extra board MCO's for the day of the miss-out. Their availability hours are determined by the time they report to work. The eight (8) hour spread between the end of that work day and the start of the next day's assignment will still apply. Late returns from lunch or late street reliefs, wherein MCO's perform their assignment, will be considered miss-outs but will not be considered extra board members.
11. MCO's performing late evening work will be guaranteed eight (8) hours break between the ending of one shift and the beginning of the next shift.
12. Open work assignments will be covered in the following order:
 - a. For MCO work:
 - (1) Extra board MCO's scheduled to work that day who have not met guarantee pay status, without regard to volunteer status.
 - (2) MCO's who have signed up for extra work on the posted volunteer list. Assignments will be made in the following order:
 - a. Extra board MCO's scheduled to work that day regardless of accumulated work hours.
 - b. Extra board MCO's on their scheduled day off.
 - c. MCO's with a bid run working that day.
 - d. MCO's with a bid run on their day off.

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

- b. For non-MCO work, volunteers within classification will be utilized first if they are available. If volunteers are not available, Extra Board operators scheduled to

work at straight time that day may be used. If no such Extra Board operator is available, employees will be forced within classification before going outside the classification.

- c. If assignments remain unfilled, assignments will be made using the categories in the same order but based on inverse seniority.
- d. Regular operators who have midday runs (commencing between 9:00 AM and 1:00 PM) may be utilized within either day or night availability for the week. Once a regular midday operator has been given extra work within a particular availability, all additional extra work assigned that week must also be within the same availability period unless the operator volunteers for other times.

C. VOLUNTEER LIST

- 1. The Authority will post a volunteer assignment list for each classification each Wednesday for the following week.
- 2. All Transportation employees may sign up to work during specified time blocks for each day of the week. No Transportation employees will be required to work outside of the block for which she/he has signed up.
- 3. Extra board MCO's may sign up for extra work/ overtime in one or both availability shifts for each day of the week.
- 4. **Part-time** MCO's can volunteer to fill open work assignments in the application of the above schedule based on thirty-five (35) hours worked per week.
 - a. When work becomes available during the current work day and all extra board volunteers or non-volunteers and regular volunteers have been exhausted, regular MCO's working that day will be required to work overtime. The assignment will be determined based on lowest seniority working after the work becomes available, who completes their work assignment in time and location to receive the extra work.
 - b. If all extra board operators have been scheduled, then runs may be broken up in order to avoid forcing any employee into overtime when volunteers are readily available. It is understood that work assignments begun by an employee will be completed by the employee assigned unless otherwise determined by the Employer.
 - c. Runs are assigned to the extra board MCO's in the following order starting at the top of the rotation.

Based upon availabilities:

- (1) Early morning straight
 - (2) Splits
 - (3) Midday straights
 - (4) Late straights
 - (5) Reports
 - (6) Call-ins
- d. Regular services must be covered first. After published services including Senior Ride, have been covered the other services (football and art shuttles, backups, etc.) shall be covered.

- e. The scheduled work assignments of Extra Board Operators will be made based upon the number of hours accumulated during that pay period in order to provide an opportunity for them to accumulate hours on an equal basis.

D. DEADHEAD AND SHUTTLE TIME

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

E. TRAVEL PAY

1. Reliefs made without deadhead or shuttles will be made only when fixed-route service is in operation between the BTC and the AATA headquarters facility.
2. Employees who begin their shifts at the BTC may either report directly to the BTC or, at their option, report to the AATA headquarters and use the bus system for the trip to work. Likewise, employees who end their shifts at the BTC may either leave work from that location or, at their option, use the bus system to travel back to the AATA headquarters. In each instance, the employee will receive \$7 in travel pay to reimburse them for the reasonable traveling expenses of beginning or ending their shifts at the BTC (rather than the AATA headquarters).
3. Motor Coach Operators will also receive travel pay if they have breaks that exceed one and one half (1½) hours in scheduled work assignments occurring Monday through Friday, or breaks that exceed two (2) hours in scheduled work assignments occurring on Saturday and Sunday.
4. If an employee is reporting to the AATA headquarters and is using the bus system for the trip to work, provided the scheduled arrival time to the AATA headquarters is the same as or earlier than the scheduled report time of the employee, and due to circumstances beyond the employee's control the bus is late arriving at AATA headquarters, then the employee will not be charged with a miss-out. If the scheduled arrival time is later than the scheduled report time, then a miss-out will be charged.

F. SCHEDULING AND ROUTING INPUT

The Union and the Employer will establish a "Scheduling and Routing Input Committee" not to exceed two representatives from each side whose purpose shall be to meet twice each year to review existing routes and schedules and to make recommendations to Management.

SECTION 3 - SHIFT SCHEDULES - ALL OTHER EMPLOYEES

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

consecutive days off and eighty (80%) percent at least one of the following: a Friday, a Saturday, or a Sunday.

SECTION 4 - MAINTENANCE DEPARTMENT OVERTIME

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

A. GENERAL PROVISIONS

1. One week notice of overtime assignments will be provided whenever possible in order to cover bid vacation blocks and scheduled training.
2. Employees will not be required to work in excess of 12 hours during the course of a shift.
3. Employees will not be required to work in excess of 8 hours on a scheduled day off. Employees called in to work overtime on their day off will be guaranteed at least two hours of overtime work as provided in Article IV, Section 1 D "Call in on Scheduled Day Off".
4. The employer will not be required to allocate work assignments that are four hours or less in length to the First Up employee on the Overtime Board.
5. Hours worked in four hour or less blocks will still be added to the Accumulated Time for purposes of determining Equalization of Overtime Opportunities.
6. Emergencies and/or operational needs may occur which require the performance of overtime. The Department Manager will make good faith efforts to secure volunteers in such instances; however, if volunteers are not readily available, overtime will be assigned to available employees in order of inverse seniority.

B. EQUALIZATION OF OVERTIME

1. It is the intent of the Union and the Employer to Equalize to the greatest extent possible all Overtime Opportunities occurring within the Maintenance Department. To this end, the following Overtime Equalization Program will be used to equalize Overtime Opportunities for employees within the Maintenance Technician, Service Crew, and Custodial classifications.
2. Any replacement program for the equalizing of Overtime Opportunities shall be with the understanding that such Opportunities shall be made in a fair and equitable fashion so as to equalize Overtime Opportunities as closely as possible during the course of each year.
3. The Employer shall make all good faith efforts to equalize Overtime Opportunities as closely as possible for all Maintenance Department employees who are not classified as Maintenance Technicians, Service Crew, or Custodial, and who do not participate in the Overtime Equalization Program.

C. DEFINITION OF TERMS USED IN THE OVERTIME EQUALIZATION PROGRAM:

ACCUMULATED TIME:

The total time allocated to an employee for purposes of determining Equalization of Overtime Opportunities. Accumulated Time includes all time associated with Overtime Opportunities to which the employee would have been given access regardless of whether the employee was Available, Unavailable, or on the Pass List.

AVAILABLE:

The state in which a person who has voluntarily signed up on the Overtime Board is not engaged in straight time work and is therefore able to perform overtime work should an Overtime Opportunity become available to him/her.

DROP:

The act of an employee moving from the first position at the top of the Overtime Board to the last position at the bottom of the Overtime Board as the result of that employee's Accumulated Time reaching a certain level.

EQUALIZATION:

Activities or actions necessary to equalize Overtime Opportunities among all persons who are on the same shift and occupy the same job classification.

EQUALIZATION MONTH:

The sixth (6th) month of an Overtime Cycle during which special Equalization efforts are made (if necessary) to bring all employees who are on the same shift and who occupy the same job classification to within 16 hours of Overtime Opportunities from that individual of the same standing who has accumulated the most Overtime Opportunities during the preceding five (5) months of the Overtime Cycle.

EQUALIZED:

The state in which no person on the same shift, and who is within the same job classification on such shift, has more than 16 hours of Overtime Opportunities than any other person of equal standing.

FIRST UP:

The employee who occupies the top of the Overtime Board at any given point in time. This individual normally has fewer accumulated overtime hours than those employees below him/her on the Overtime Board and because of their top position are normally "First Up" (first in line) for any Overtime Opportunities.

FORCED OVERTIME:

Work performed at overtime rates of pay that is assigned in reverse seniority order to individuals in accordance with their shift and their job classification; and who is either on the Pass List or who would otherwise be Unavailable for Overtime Opportunities. Forced Overtime may not be Refused by an employee.

OVERTIME BOARD:

A listing of employees who have voluntarily signed up to be considered for Overtime Opportunities.

OVERTIME CYCLE:

A period of six (6) months during which Overtime Opportunities are tracked for the purpose of equalizing Overtime Opportunities among all persons who are on the same shift and who occupy the same job classification. Overtime Cycles shall begin on January 1 and July 1 of each year.

OVERTIME OPPORTUNITY:

That portion of an employee's work during which he/she would normally qualify for overtime pay for performing such work. An Overtime Opportunity may occur at any time during which an employee is not engaged in straight time work and may consist of any duration of time.

OVERTIME PERIOD:

A two (2) week period of time falling within an Overtime Cycle and coinciding with the regular payroll cycle. An Overtime Period shall begin at 12:01 AM on a Sunday and run for 14 consecutive 24 hour periods.

PASS LIST:

A listing of employees divided by shifts, and segregated by job classification within those shifts, who wish not to be considered for Overtime Opportunities.

QUALIFIED:

The state of being Technically Capable of satisfactorily performing the work associated with an Overtime Opportunity.

REFUSAL:

The act of turning down an Overtime Opportunity. Refused Overtime Opportunities shall be counted as time worked for purposes of Equalization.

ROTATION:

The process whereby an employee Drops from the top of the Overtime Board to the bottom of the Board, and through the subsequent Dropping of other employees (during the process of offering Overtime Opportunities to other employees), gradually works their way back to the top most position on the Board.

SHIFT:

For purposes of the Overtime Equalization Program, three shifts shall be recognized for individuals subject to Equalization. These shifts shall be as follows:

- a. Day Shift: An individual whose normally scheduled work day begins anytime between the hours of 4:00 AM and 9:00 AM shall be considered to be on the Day Shift for purposes of Equalization.
- b. Afternoon Shift: An individual whose normally scheduled work day begins anytime between the hours of 1:00 PM and 6:00 PM shall be considered to be on the Afternoon Shift for purposes of Equalization.
- c. Night Shift: An individual whose normally scheduled work day begins anytime between the hours of 6:01 PM and 3:59 AM shall be considered to be on the Night Shift for purposes of Equalization.

SIGN UP WEEK:

The week immediately preceding the start of any new Overtime Period during which employees (divided into shifts and segregated into job classifications) may sign the Overtime Board to indicate their desire to be considered for Overtime Opportunities during the next Overtime Period.

TECHNICALLY CAPABLE:

The state whereby an individual has successfully completed all necessary training and testing programs necessary to qualify that individual for the available work.

UNAVAILABLE:

The state in which a person who has voluntarily signed up on the Overtime Board is temporarily unable to perform overtime work should an Overtime Opportunity be available to him/her.

UNQUALIFIED:

The state of not being Technically Capable of satisfactorily performing the work associated with an Overtime Opportunity.

D. THE OVERTIME EQUALIZATION PROGRAM SHALL OPERATE AS FOLLOWS:

1. The Employer shall have the right to determine when an Overtime Opportunity exists, the nature of any overtime work associated with that Opportunity and where and when the overtime work shall occur, and what employee shall be offered such Opportunity.
2. Each Overtime Cycle and each Overtime Period within such Cycle shall be preceded by a Sign Up Week.
3. Employees who do not sign the Overtime Board during Sign Up Week shall be considered to be on the Pass List for the duration of that Overtime Period. An employee expecting to be absent during a coming Sign Up Week (due to an approved scheduled leave) may have her/his name included on the upcoming Overtime Board by leaving a proxy for that purpose with the Maintenance Manager; or by calling the Maintenance Administrative Assistant's Line (734-677-3932) by 9:00 AM Friday of a Sign Up Week and leaving a voice message indicating her/his desire to be included on the upcoming Overtime Board.
4. Once an Overtime Cycle has begun, the Employer shall offer an Overtime Opportunity to the individual who is First Up on the Overtime Board and who is Available and Qualified for such Opportunity at the time the Opportunity occurs.
5. When an Overtime Opportunity is made available to an employee, the work time associated with that Opportunity shall be credited to the employee for purposes of Equalization and/or Rotation as though the time had been worked.
6. All Overtime Opportunities that are not accepted due to the Refusal of an employee, the employee being Unavailable, or because the employee was placed on the Pass List will be considered for purposes of Equalization and/or Rotation as though that Opportunity was accepted by the employee.
7. When the Qualified employee who is First Up on the Overtime Board reaches 8 hours of Accumulated Time, that employee shall Drop to the bottom of the Board and shall not be eligible for additional Overtime Opportunities until he/she once again rises to the top of the Board.
8. Employees who are Unqualified for the Overtime Opportunity at hand shall not be charged with time associated with that Opportunity and shall not Drop to the bottom of the Overtime Board until such time as Opportunities for which they are Qualified are available to them.
9. The last month of each Overtime Cycle shall be used as an Equalization Month during which time Overtime Opportunities shall be given preference to all employees who are not within 16 hours of the employee (within the same job classification and on the same shift) who has the most Accumulated Time.
10. Overtime Opportunities shall be considered Equalized when there is no more than a 16 hour variance between the highest and the lowest Accumulated Time of all employees within a similar job classification and who are on the same shift.
11. Time used for the purpose of Equalization of Overtime Opportunities shall not be used as the basis for paying an employee unless overtime work is actually performed during such time by the employee.
12. Overtime worked due to "off property activities" such as Training Sessions and Bus

Manufacture Inspections shall be exempt from the Overtime Equalization Program and shall not be considered as Overtime Opportunities for purposes of Equalization.

13. In the event no Available employee volunteers to accept the Overtime Opportunity, the Employer has the right to reclassify the Opportunity as "Forced Overtime" and make mandatory assignments of overtime work to Qualified employees.
14. Employees transferring from another shift after an Overtime Cycle has begun, and who have signed up on the Overtime Board, shall be initially placed at the top of the Overtime Board and shall be afforded the same Overtime Opportunities as other employees within the new work shift from that position.
15. Employees transferring from another shift will not be included in the Equalization of Overtime Opportunities during the Equalization Month unless the employee has completed the entire Overtime Cycle while working on the new shift.

SECTION 5 - TEMPORARY SUSPENSION OF SERVICE

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

A. EMPLOYEES REPORTING PRIOR TO NOTIFICATION

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

B. NOTIFICATION OF EMPLOYEES

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

C. SUSPENSION OF SPECIAL SERVICES

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

D. UTILIZATION OF FRINGE

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

ARTICLE V
FRINGE BENEFITS

SECTION 1: PAID LEAVE TIME

A. ACCUMULATION RATE:

Each employee covered by this Agreement shall be entitled to Paid Leave Time for the purpose of paying the employee when she/he is absent from work under qualifying circumstances for approved Leaves of Absence. Paid Leave Time shall accumulate for each employee at the rate of **.040 hours** per straight time hour worked. No Paid Leave Time shall be accumulated on overtime.

B. QUALIFYING CIRCUMSTANCES:

1. Paid Leave Time benefits **may** be paid when an employee meets the qualifying circumstances associated with the following Leaves of Absence:
 - a. **SICK LEAVE OF ABSENCE:** When an employee is unable to perform their regularly scheduled work assignment for up to seven (7) consecutive calendar days (due to a non-serious non-work related health condition or a non-serious health condition of a family member), the employee shall use Paid Leave Time to replace income lost as a result of the leave of absence. Eligibility for Paid Leave Time benefits for a Sick Leave of Absence shall be in accordance with Article V, Section 3.
 - b. **MEDICAL LEAVE OF ABSENCE:** When an employee is continuously unable to perform her/his regularly scheduled work assignment for more than seven (7) consecutive calendar days (due to a serious health condition that is not work related), the employee will be eligible to use Paid Leave Time to replace income lost as a result of the leave of absence. Eligibility for Paid Leave Time benefits for a Medical Leave of Absence shall be in accordance with Article V, Section 4. The employee may access accrued vacation benefits after all Paid Leave Time has been exhausted.
 - c. **FAMILY LEAVE OF ABSENCE:** When an employee who is absent from her/his regularly scheduled work assignment for the purpose of caring for a seriously ill mate, or spouse, son or daughter, or parent (as defined by the Family and Medical Leave Act); for the birth of care of a newborn child; or for the placement of a child with the employee for adoption or foster care may choose to utilize Paid Leave Time to replace income lost as a result of the leave of absence. The employee must inform the Employer of her/his desire to utilize Paid Leave Time at the time the Family Leave of Absence is requested. Eligibility for Paid Leave Time benefits for a Family Leave of Absence shall be in accordance with Article V, Section 5. The employee may access accrued vacation benefits after all Paid Leave Time has been exhausted.
 - d. **MATERNITY LEAVE OF ABSENCE:** An employee who is absent from her regularly scheduled work assignment for the purpose of pregnancy and birth may choose to utilize paid leave time prior to beginning short term disability benefits to replace income lost as the result of such leave of absence. Eligibility for Paid Leave Time benefits for Maternity Leave of Absence shall be in accordance with Article V, Section 7. The employee may access accrued vacation benefits after all Paid Leave Time has been exhausted.

- e. **BEREAVEMENT LEAVE OF ABSENCE:** An employee who attends a funeral or memorial service for a family member that is beyond the 21 day bereavement period or who serves as a pallbearer in a funeral or memorial service (that is not for a member of the employee's immediate family) may use her/his accumulated Paid Leave Time to replace income lost as a result of the leave of absence. Eligibility for Paid Leave Time benefits for a Bereavement Leave of Absence shall be in accordance with Article V, Section 9.

C. PAID LEAVE TIME INCREMENTS:

Accumulated Paid Leave Time will be paid on days or portions of days of qualifying absences up to an amount equivalent to an employee's regular daily scheduled pay hours or the maximum amount of Paid Leave Time available, whichever is less.

D. ACCOUNT REDUCTION:

1. Employees may cash out as much Paid Leave Time as they wish up to the total they have in their account two times each year. Cash outs will be paid at the rate of fifty percent (50%) (less applicable withholdings) of the employee's wage rate at the time of the cash out.
2. **Once each year, employees may convert Paid Leave Time in excess of one hundred sixty (160) hours into the employees' health care savings account at one hundred percent (100%) of the employees' wage rate at the time of conversion.**
3. **Employees who are on an FMLA absence and request to receive pay will first be required to utilize their accrued Paid Leave Time for such requested pay. In the event Paid Leave Time is exhausted, the employee may request to utilize accrued paid vacation time. Under no circumstances will an employee be forced to utilize accrued Paid Leave Time or accrued paid vacation time while on an FMLA absence.**
4. By providing the Employer written notice of the desire to cash out some portion of their Paid Leave Time by November 15 of each year, the cash out will be included on the employee's first pay period in December. By providing the Employer written notice of the desire to cash out some portion of their Paid Leave Time by May 15 of each year, the cash out will be included on the employee's first pay period in June.
5. Employees may convert accumulated Paid Leave Time in excess of 160 accumulated hours into vacation time on an hour for hour basis between August 15 and August 31 of each year of this agreement. Such conversion from Paid Leave Time to vacation time may only be done in blocks of 20 hours.

E. PAYMENT OF UNUSED PAID LEAVE TIME AT RETIREMENT OR DEATH:

In addition to compensation for absence due to Sick Leave, Medical Leave, Family Leave, or Bereavement Leave, an employee who dies before retirement, who retires from service after reaching the age of 55, or who retires before the age of 55 and is permanently unable to perform their job duties as a result of a disability, injury or illness will be paid at her/his current rate all of the unused Paid Leave Time accumulated.

F. PAYMENT OF UNUSED PAID LEAVE TIME AT RESIGNATION:

1. Employees who voluntarily resign their employment will be paid fifty percent (50%) of their accumulated Paid Leave Time at their current pay rate, provided they have given the Employer at least two weeks' notice prior to their resignation and the employee works all scheduled assignments without absence prior to their resignation and does not have

any absences that are not approved by the Employer after giving the Employer notice of their termination and before the actual date of their termination.

2. Employees **who are** terminated, or who resign without at least two weeks' notice are not eligible for payment of unused Paid Leave Time.

SECTION 2: LEAVES OF ABSENCE

A. GENERAL GUIDELINES:

1. Approved absences from regularly scheduled work assignments other than for vacation or holidays shall be considered as "Leaves of Absence" and will be classified into one of the following Leaves described in Paragraph B below.
2. All leaves of absence must be approved by the Employer and documented in writing. Whenever possible, employees wishing to have a leave of absence shall provide the Employer with a written request for the leave at least five (5) days in advance of the time desired to be absent from work. Requests for leaves of absence shall state the reason for and the approximate length of the leave and shall be submitted to the appropriate employee's Department Manager for approval. The employee shall receive a written response to their leave request from the Employer within three (3) working days of submitting their request.
3. When five (5) days notice to the Employer is not possible (for example, when the absence is due to an accident or unexpected illness), the employee will request approval for a leave of absence as soon as possible and practical, except as otherwise required in this section.
4. Unapproved absences from regularly scheduled work assignments (such as miss outs, no shows, AWOL's, unapproved absences due to sickness, or unapproved absences from work assignments for any other reasons) shall not be considered as "Leaves of Absence" and may result in discipline up to and including discharge from employment.
5. Unless otherwise determined by the Employer, an employee who is unable to return to work, or who chooses not to return to work, or who has not requested and been granted an extension of leave time at the end of any approved leave will be considered to have voluntarily resigned.
6. The Employer reserves the right in cases of suspected abuse of leaves of absence to require the submission of medical or other acceptable documentation to verify the absence.
7. In all instances, accumulated Paid Leave Time shall be exhausted prior to the use of accumulated vacation time during any leave of absence.

- B. TYPES OF LEAVES:** All Leaves of Absence shall be classified into one of the following sections (Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, or 14) that best describe the reasons or purposes for the absence:

SECTION 3 – SICK LEAVE OF ABSENCE

- A. An employee who is unable to perform their regularly scheduled work assignment for up to seven (7) consecutive calendar days due to a non-serious health condition (including illness, injury, surgery, or non-serious medical procedure) that is not work related shall be considered on a "Sick Leave of Absence"

- B. A Sick Leave of Absence shall also be granted to an employee when the employee's mate, or spouse, son or daughter, or parent (as defined by the Family and Medical Leave Act) requires the care and attendance of the employee due to a temporary illness or injury of up to seven (7) consecutive calendar days.
- C. Employees with less than three (3) attendance credits on record at the time of reported illness or injury must submit documentation from a medical doctor following the first day of the illness or injury prior to returning to work.
- D. Employees with three (3) or more attendance credits on record at the time of reported illness or injury must submit documentation from a medical doctor prior to returning to work if absent five (5) or more consecutive work days.
- E. An employee unable to perform her/his duties because of illness or disability shall notify her/his immediate supervisor of that fact at least forty-five (45) minutes before the start of the employee's workday. Exceptions to this notification rule will apply when the supervisor is scheduled to go on duty less than forty-five (45) minutes prior to the beginning of an employee's shift. In such cases, employees must notify their supervisors within thirty (30) minutes of the time the supervisor is scheduled to go on duty. All notifications of illness must be made personally by the employee on the day the employee will not be able to work, not more than four (4) hours before the start of the employee's work assignment.
- F. In the event that an illness or injury extends beyond the first (1st) workday, the employee and the employee's immediate supervisor may make arrangements as to the frequency of continued notification by the employee of the illness or disability.
- G. The Employer reserves the right in cases of suspected abuse of Sick Leave or Paid Leave Time associated with Sick Leave, to require the submission of medical documentation to verify the illness or injury of the employee or qualifying family member.

SECTION 4: MEDICAL LEAVE OF ABSENCE:

- A. An employee who is continuously unable to perform her/his regularly scheduled work assignment for more than seven (7) consecutive calendar days due to a serious health condition (including illness, injury, surgery, or serious medical procedure) that is not work related, shall be considered on a "Medical Leave of Absence."
- B. A Medical Leave of Absence may be granted for up to twelve (12) consecutive months with up to twelve (12) weeks of such absence concurrently considered as leave under the Family and Medical Leave Act.
- C. The employee may be required to submit periodic medical documentation verifying their condition during the leave, or to verify their fitness to return to work at the end of such leave.
- D. Except as otherwise provided in the Family and Medical Leave Act, the Employer retains the right to require the employee to take an examination by a physician of the Employer's choice prior to being granted or placed on a medical leave, at any time while on a medical leave, or prior to returning to work at the end of a medical leave. In cases where a dispute exists between the employee's physician and the Employer's physician, the decision of the Employer's physician shall be final.
- E. The Employer shall pay its portion of medical, optical, dental and life insurance coverage for the employee in accordance with the provisions set forth in Article V, Section 22 for up to six (6) months of a Medical Leave of Absence.

- F. Employees with less than three (3) attendance credits on record at the time of reported illness or injury must submit documentation from a medical doctor following the first day of the illness or injury prior to returning to work.
- G. Employees with three (3) or more attendance credits on record at the time of reported illness or injury must submit documentation from a medical doctor prior to returning to work if absent five (5) or more consecutive working days.
- H. In certain situations, Medical Leave of Absence may be taken intermittently or on a reduced leave schedule basis. Intermittent or reduced schedule leave due to an employee's own serious health condition may be taken when medically necessary.
- I. If the need for intermittent or reduced schedule leave is foreseeable based upon planned medical treatment, including recovery from a serious health condition, the employee must attempt to schedule the leave so as not to unduly disrupt the Employer's operations. The Employer may also require the employee to temporarily transfer to an available alternative position with equivalent pay and benefits that better accommodates recurring periods of leave.
- J. Unless otherwise determined by the Employer, an employee who is unable to return to work following twelve (12) continuous months on a Medical Leave of Absence will be considered to have voluntarily resigned.

SECTION 5: FAMILY LEAVE OF ABSENCE:

- A. An employee who is relieved from her/his regularly scheduled work assignment for the purpose of caring for a seriously ill mate, or spouse, son or daughter, or parent (as defined in the Family and Medical Leave Act), for the birth or care of a newborn child, or for the placement or care of an adopted or foster child shall be considered to be on a "Family Leave of Absence" under the Family and Medical Leave Act.
- B. Family Leave of Absence may be taken on an intermittent or on a reduced schedule basis when medically necessary to care for a seriously ill qualifying family member.
- C. Family Leave of Absence may only be taken on an intermittent or on a reduced schedule basis for the placement of a child for adoption or foster care with the Employer's approval. Whether taken consecutively or intermittently, Family Leave of Absence shall not exceed a total of 12 weeks for an employee within any 12 month period.
- D. Employees who have been employed less than 12 months or who have not worked at least 1,250 hours during the immediately preceding 12 months shall not be eligible for Family Leave of Absence.
- E. The Employer shall pay its portion of medical, optical, dental and life insurance coverage for the employee in accordance with the provisions set forth in Article V, Section 22 for up to 12 weeks of a Family Leave of Absence.

SECTION 6: FAMILY ILLNESS OR INJURY LEAVE

- A. An employee may take a Family Illness or Injury Leave of up to one (1) year to attend to the needs of a member of the employee's immediate family who has a prolonged physical or mental illness.
- B. For purposes of this leave, an employee's immediate family is defined as the employee's spouse, or mate, children, or parents.

- C. The employee must provide the Employer with medical certification or documentation of the need for such leave.
- D. A Family Illness or Injury Leave may run concurrently with a leave under the Family and Medical Leave Act.
- E. Except as otherwise required by the Family and Medical Leave Act, the Employer shall not provide medical, optical, dental, or life insurance coverage to the employee while on a Family Illness or Injury Leave, however, the employee may continue such benefits by making payment for such insurance coverage to the Employer.
- F. An employee may utilize accumulated Paid Leave Time benefits or accrued Vacation benefits during a Family Illness or Injury Leave.

SECTION 7: MATERNITY LEAVE

- A. A female employee may take up to one (1) year's Maternity Leave of Absence, including the short term disability benefits period, for the purpose of pregnancy and birth with up to twelve (12) weeks of such leave concurrently considered as leave under the Family and Medical Leave Act.
- B. Employees on Maternity Leave will be allowed to use accumulated Paid Leave Time prior to the beginning of Short Term Disability Benefits.
- C. An employee desiring such leave will give written notice to her department manager two (2) weeks in advance of the date she will begin such leave, whenever possible. When an employee intends to continue her pregnancy to full term, she will give her department manager a statement from her physician which would indicate the approximate date of delivery and any restrictions on the nature of work she may be able to perform and the length of time she is expecting to work.
- D. In cases where an employee's ability to perform her work comes into question, the Employer may require the employee to submit within seven (7) days of the Employer's request a written statement from the employee's physician concerning her ability to continue active employment. The leave of absence may be extended, when requested in writing, and accompanied by a letter from the attending physician stating such extension is necessary. In order to return to her former job after maternity leave, an employee must have a letter from her physician stating that she is able to perform the duties of her job. An employee returning from maternity leave will be given her former job with no loss of seniority or pay status.
- E. The Employer shall pay its portion of medical, optical, dental and life insurance coverage for the employee in accordance with the provisions set forth in Article V, Section 22 for up to six (6) months for any employee on Maternity Leave.

SECTION 8: WORKERS COMPENSATION LEAVE OF ABSENCE:

- A. Employees shall be entitled to Workers Compensation Leave of Absence (referred to as "Comp Leave") when all three of the following conditions exist concurrently:
 - 1. The employee was injured on the job while in the course of their employment; and
 - 2. The employee is receiving some form of Workers Compensation Benefits; and
 - 3. The employee is unable to return to their original position or a comparable position within the bargaining unit without restrictions or limitations.

- B. Workers Compensation Leave may be granted for up to 36 months of consecutive absence with up to twelve (12) weeks of such absence concurrently considered as leave under the Family and Medical Leave Act.
- C. Employees on Comp Leave shall keep the Authority regularly informed of their medical status and shall promptly provide the Authority with copies of medical and/or therapeutic reports and examinations as they are generated. Employees on Comp Leave will cooperate fully with the Authority in programs aimed at medical treatment and/or rehabilitation.
- D. The Authority will make reasonable efforts to rehabilitate and/or retrain an employee on Comp Leave to return, if possible, to their original position or a comparable position within their bargaining unit.
- E. At the Employer's sole discretion, the Employer may temporarily assign an employee on Comp Leave to light or limited duty if there is available work which the employee can perform without displacing another employee. Such temporary placement must be approved by the Employer's physician. Any employee receiving such a temporary light or limited duty assignment shall be paid in accordance with the Workers Compensation Laws of the State of Michigan.
- F. Employees on Comp Leave shall receive holiday pay for holidays recognized in this agreement under the following conditions:
 - 1. The employee performed some work during the work week in which the holiday occurs; and
 - 2. The employee worked the last scheduled day before the holiday and their first scheduled workday after the holiday.
- G. Employees on Comp Leave who are eligible for holiday pay shall receive as pay for each holiday the average number of straight time hours per day worked in the week in which the holiday occurs. Employees who work on the recognized holiday shall receive straight time pay for the hours worked plus holiday pay as calculated by the average method described herein.
- H. Employees on Comp Leave may remain on the seniority list for up to 36 months following the beginning of their Leave. Such employees may request an extension of their seniority beyond 36 months by applying for additional leave not later than 60 days prior to the scheduled termination of their seniority. The Authority shall examine the merits of each application for extended Comp leave and may grant extensions of seniority for up to six months at a time at its sole discretion.
- I. Employees on Comp Leave will continue receiving hospitalization, optical, dental, and life insurance benefits (appropriate to their pre-leave status) in accordance with the following schedule:

TIME PERIOD:	BENEFIT PAID BY:		
	<u>Effective 1/1/13</u>	<u>Effective 8/1/14</u>	<u>Effective 8/1/16</u>
Months 1—6	100% by Authority	100% by Authority	100% by Authority
Months 7—12	90% by Authority 10% by Employee	85% by Authority 15% by Employee	80% by Authority 20% by Employee
Months 13—18	75% by Authority 25% by Employee	75% by Authority 25% by Employee	75% by Authority 25% by Employee
Months 19—24	50% by Authority 50% by Employee	50% by Authority 50% by Employee	50% by Authority 50% by Employee
Months 25—36	100% by Employee	100% by Employee	100% by Employee

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

SECTION 9: BEREAVEMENT LEAVE OF ABSENCE

- A. All employees covered by this Agreement shall be granted up to five (5) paid days off for Bereavement Leave in the event of a death in the employee's immediate family. Bereavement Leave will not be charged to the employee's allowable Sick Leave. For purposes of bereavement leave, members of an employee's immediate family shall be defined as the following individuals: mother, father, sister, brother, mate, daughter, son, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, and stepparents.
- B. Bereavement Leave shall be available for use by the employee in one of the following ways:
1. Consecutively and immediately following a death.
 2. In two distinct segments with the first segment consisting of at least two (2) consecutive days immediately following a death; and the second segment consisting of consecutive remaining bereavement days for the purpose of observing the subsequent funeral or memorial service for the deceased.
- C. All Bereavement Leave must be taken within twenty one (21) calendar days following the date of death. Employees must notify their supervisor within forty eight (48) hours following their knowledge of a death as to their proposed schedule for taking bereavement leave. No payment will be made for any part of bereavement leave when the employee is not regularly scheduled to report for work. In the event an employee fails to notify their supervisor within forty eight (48) hours following their knowledge of a death for the purpose of arranging a schedule for taking bereavement leave, all bereavement leave available to the employee under this benefit will be scheduled consecutively and immediately following the death.
- D. An employee shall be granted a reasonable amount of additional time off (in addition to Bereavement Leave) to attend a funeral or memorial service (including a funeral or memorial service held more than twenty one (21) days following a death), and such additional time off shall be charged to the employee's paid leave time. In the event sufficient paid leave time is not available to be used for additional time off to attend a funeral or memorial service, accumulated vacation accrual may be used upon the approval of the employee's supervisor.
- E. An employee utilizing either Bereavement Leave or additional time off to attend a funeral or memorial service must furnish satisfactory documentation of the death, funeral, or memorial service. Such documentation shall be furnished no later than seven (7) calendar days following a death, funeral or memorial service. Time off for the second segment of bereavement leave or for any additional time off to attend a funeral or memorial service must be requested and approved in writing. Such request shall be made as soon as possible following the death triggering such leave or time off.
- F. **PALLBEARER:**
Employees who have been asked to serve as a pallbearer in a funeral or memorial service that is not for a member of the employee's immediate family may take up to one (1) day of Bereavement Leave to perform this service. The employee may use his/her accumulated Paid Leave Time to pay for their day of absence, provided proper documentation is received by the Employer.

SECTION 10: MILITARY LEAVE OF ABSENCE:

- A. The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- B. A Military Leave of Absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purposes of fulfilling her/his annual field training obligations, or in the event that the employee is ordered to active duty for the purpose of handling civil disorders or other emergencies, provided such employee makes written requests for such leave of absence immediately upon receiving orders to report for such duty.
- C. Employees on a Military Leave of Absence will be paid the difference between their military pay and their regular pay with the Employer when they are on full-time active duty in the Reserve or National Guard for up to three months, provided proof of service and pay is submitted. Medical, optical, dental and life insurance coverage for each employee and their eligible dependents according to their eligibility status will be extended for up to three months during such Military Leave of Absence, provided the employee or eligible dependents are not eligible to receive such benefits from another source. At its sole discretion, the employer may extend the time limitations pertaining to pay and benefits when deemed appropriate.

SECTION 11: UNION LEAVE OF ABSENCE:

A. UNION OFFICER LEAVE OF ABSENCE:

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

B. UNION BUSINESS LEAVE OF ABSENCE:

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

1. The Employer must be notified of the request to use such leave at least five (5) days prior to the date of the leave, except in cases of emergency.
2. No more than four (4) employees will be granted such leave at any one time, provided no more than two (2) employees from the Maintenance Department on such leave at any time unless approved otherwise by the Employer.
3. The leave will be granted with pay and fringe benefits if the employee utilizes available vacation leave.
4. The leave will be granted without pay if the employee does not have, or requests not to use vacation leave. Such employee must authorize a payroll deduction to pay the full cost on insurance coverage for leaves in excess of fourteen (14) calendar days. This authorization must be filed at the same time as the request for leave.
5. Such leaves will be limited to seventy five (75) days in total per calendar year. Union business, for purposes of calculation under this section, will not include time spent by the Union for Local Executive Board meetings, Local Union meetings, Union Orientation

meetings, or for time spent in preparing or participation in arbitration, nor for employees relieved to testify as witnesses at arbitration. It is understood that no more than two (2) employees will be relieved at any one time for preparation and/or participation in arbitration. No more than thirty (30) consecutive days may be taken by any one employee within any twelve (12) month period. An additional exception will be made for attendance at the quadrennial International Union convention at which time up to four (4) officers may be relieved up to one (1) week (no more than one (1) employee from any department outside of transportation).

SECTION 12: JURY DUTY/WITNESS DUTY LEAVE OF ABSENCE:

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

SECTION 13: PERSONAL LEAVE OF ABSENCE:

The Employer may authorize an employee to be absent without pay for personal reasons for a period not to exceed ten (10) working days in any calendar year. Personal Leave of Absence requests must be submitted to the Personnel Office or the Department Manager at least ten (10) calendar days in advance, when possible. A written reply must be made within five (5) days of receipt.

SECTION 14: SPECIAL LEAVE OF ABSENCE:

The Employer may authorize a Special Leave of Absence with or without pay for any period or periods, not to exceed six (6) calendar months in any one (1) calendar year, for the following reasons:

- 1. Attendance at an industrial training school, business school, college or university, for the purpose of training in subjects related to work of the employee and which will benefit the employee and the Employer.
- 2. Urgent personal business, requiring the employee's attention for an extended period, such as settling estates; liquidating a business; attending court as a witness; running for public or Union elected position; and for purposes other than the above that are deemed beneficial to the Employer.

SECTION 15: RESTRICTIONS AGAINST OTHER EMPLOYMENT:

Any employee who is on an authorized leave of absence provided for in this Agreement, and who accepts other employment during such leave without the approval of the Employer, will be terminated from employment with the Authority effective with the date such information becomes known to the Employer.

SECTION 16: CONTINUATION OF INSURANCE COVERAGE:

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

SECTION 17: SHORT TERM DISABILITY BENEFITS:

Full time employees will be entitled to receive payment under a Short Term Disability Policy (Sickness and Accident Policy), subject to the following provisions:

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

SECTION 18: PHYSICAL EXAMINATIONS

- A. All employees will be required to undergo biennial physical examinations. Employees holding a CDL license shall have a physical examination based upon U. S. Department of Transportation (DOT) driver standards. Employees not holding a CDL license shall have a physical examination appropriate for the job duties they perform. Biennial physical examinations shall be conducted by the Employer designated physician and the full cost shall be paid by the Employer.
- B. Time spent undergoing a biennial physical examination conducted by the Employer-designated physician will be paid up to two (2) hours at straight time and the Employer will provide transportation to and from the required examination.
- C. The Employer will pay the full cost of all other examinations required for employees and performed by the Employer-designated physician.

SECTION 19 - HOLIDAYS

A. SPECIFIED HOLIDAYS

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

- | | |
|------------------|-------------------------------|
| - New Year's Day | - Martin Luther King Birthday |
| - Easter Sunday | - Memorial Day |

- Fourth of July
- Thanksgiving Day
- Employee's Birthday
- Labor Day
- Christmas Day
- Employee's Anniversary Date

B. PAY PROVISIONS

1. In the event an employee works on a holiday, she/he will receive straight time pay for the hours worked and holiday pay. In the event that the employee is on vacation on any of the above-named holidays, that day will not be charged as a vacation day. In the event that the employee is on leave on any of the above-named holidays, and is entitled to paid leave time, subject to the provisions in Article V, Section 1 B, the employee shall not have that day charged against her/his earned allowable paid leave time.
2. For anniversary dates, an employee may apply to take the day off on any day within the month in which the anniversary date occurs. If the request cannot be granted or if the employee chooses not to make such request, she/he will receive eight (8) hours straight time pay in lieu of time off.
3. For birthdays, an employee may apply to take the day off on any day within the month in which the birthday occurs. Request for time off will be processed on a first come, first serve basis. If the request cannot be granted, or if the employee chooses not to make such request, she/he will receive eight (8) hours straight time pay in lieu of time off.
4. Martin Luther King Birthday will be a floating holiday and an employee may request to take any day within the calendar year as their Martin Luther King Birthday holiday. If the employee's request cannot be granted or if the employee chooses not to request a specific date to take the holiday, he/she will receive eight (8) hours straight time pay in lieu of time off.
5. Requests for birthdays, anniversaries, and Martin Luther King Birthday holiday will be given preferential status for the purpose of time off requests.

C. ELIGIBILITY FOR PAYMENT

The employee must work her/his entire last regularly scheduled work shift prior to the holiday and her/his first scheduled work day after the holiday in order to be eligible for holiday pay, unless:

1. The employee is on vacation, or
2. When a miss-out has occurred, the offending employee reports within fifteen (15) minutes of their scheduled report time, or
3. The employee is otherwise legitimately excused.

The determination of legitimacy is vested solely in the Employer. In the event service is scheduled on holidays, it will be posted and bid by seniority.

SECTION 20 - LUNCH AND BREAK PERIODS

A. MCO'S

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

B. ALL OTHER EMPLOYEES

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

C. PART-TIME AND OVERTIME BREAKS

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

SECTION 21 - VACATIONS

A. ACCUMULATION

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

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

Vacation time will not be accumulated on overtime hours, **paid sick hours, holidays, Union time, or paid vacation hours..**

B. UTILIZATION

1. The Employer will keep records of accumulated vacation leaves and will approve vacation leave with particular regard to the seniority of employees, in accordance with operating requirements and insofar as possible with the written request of the employees.
2. With the exception of up to ten (10) vacation days per year, which may be used for periods of less than an entire week, vacation leave or the combination vacation and paid holiday must be taken in a minimum of forty (40) hour blocks for full-time employees and thirty (30) hour blocks for part-time employees unless otherwise approved by the Employer. In no case will vacation time be taken in less than eight (8) hour increments unless approved by the Employer.

3. Selection of vacation blocks will be made twice a year. Employees may only bid vacation time that has been earned as of the date the vacation bid begins. Unfilled vacation blocks and/or blocks that subsequently become open, will be filled at the discretion of the Employer based on operational needs. If an employee does not have sufficient vacation leave to cover a bid vacation block, the vacation will be subject to cancellation by the Employer.
4. Employees may cash out up to the maximum number of hours in their vacation account at any time during each contract year. In order to cash out any vacation, however, an employee with less than **five** years of seniority must have taken at least **ten (10)** vacation days prior to a cash out. An employee with more than **five** years of seniority must have taken at least **fifteen (15)** vacation days prior to a cash out. Vacation cash outs will be paid as a part of the first regular payday of the calendar month and must be in multiples of twenty (20) hours unless approved by the Authority. Employees wishing to receive a vacation cash out must provide the Employer with a written request no later than the fifteenth (15th) day of the month preceding the month in which the cash out will be paid. Employees may only cash out vacation leave that is not bid.

C. TRANSPORTATION DEPARTMENT

1. The Employer will determine the total number of vacation slots available, however, at least six percent (6%) of all bargaining unit members in the department will be allowed to bid vacation slots during each week from September through May of each year; and at least seven percent (7%) of all bargaining unit members in the department will be allowed to bid vacation slots during each week from June through August of each year. An exception to the availability of vacation slots will be made during the week of Art Fair when no more than three percent (3%) of all bargaining unit members in the department will be allowed to bid vacation slots. **No more than one (1) Information Specialist/Call Taker may be on vacation at any one time (unless otherwise approved by the Employer), other than during the months of May through August and the period from the third Sunday in December through the second Saturday in January, during which time two (2) Information Specialist/Call Takers may bid available vacation slots.**
2. One additional slot will be created and used throughout the year for birthdays and single day off requests. This slot will not be available during the week of Art Fair.
3. Motor Coach Operators desiring to cancel a scheduled vacation must submit a written request for cancellation to the Transportation Department no less than twenty-one (21) days prior to the scheduled vacation start period. The Transportation Department will post the vacation block opening on Friday of the week in which the request is made and the posting will remain for seven calendar days. Operators desiring to take the week of desired cancellation will sign up for same and when the seven day period is up, the senior operator desiring the week for which cancellation is requested will be advised that the vacation is approved. The vacation block will be filled based on seniority. If no operator signs up for the week for which cancellation has been requested, the original Operator will still be assigned the vacation. Based upon operational needs, the Employer may cancel the posted week without resulting in a penalty of any sort to the Operator making the request for a change.
4. In order to apply for an open vacation block at any other time, an employee must submit a request to the employer at least twenty-one (21) days in advance (unless excused by the Employer).

D. MAINTENANCE DEPARTMENT

A minimum of three (3) vacation slots **per week (with the exception of the week prior to and the week of Art Fair)** will be made available for bid by maintenance technicians from **May 1 through August 31 (unless otherwise allowed by the employer)** of each year of this agreement. A minimum of two (2) vacation slots will be made available for bid by maintenance technicians from **September 1 through April 30 (unless otherwise allowed by the employer)** of each year of this agreement. In addition, one slot each week will be provided for the following support groups: Tire Person, Facilities and Maintenance, Parts Clerks, and Paint and Body Repair. One slot each week per year will be allotted for members of the Service Crew. No vacation slots will be available for Maintenance Department employees for the week prior to Art Fair Shuttle Service. With the exception of **two (2)** maintenance technicians, no Maintenance Department employees may have vacation slots during the week of Art Fair Shuttle Service. Employees in Facilities Maintenance, Paint and Body Repair, and Parts Clerk may not select slots that result in all members of the classification being absent at the same time; furthermore, at least a one (1) week interval must occur between **vacations of Facilities Maintenance employees.**

E. MAXIMUM ACCUMULATION

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

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

F. VACATION PAY ADVANCE

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

G. PAYMENT FOR UNUSED VACATION UPON TERMINATION OR RESIGNATION

When an individual's employment ends, he/she will be entitled to receive reimbursement for any earned, but unused, vacation as follows:

- 1. Employees who voluntarily resign their employment will be paid one hundred percent (100%) of their accumulated vacation time at their current rate of pay, provided they have given the Employer at least two weeks' notice prior to their resignation and the employee works all scheduled assignments without absence prior to their resignation and does not have any absences that are not approved by the Employer after giving the Employer notice of their resignation.**
- 2. Employees who do not give two weeks' notice prior to their resignation, or who are terminated by the Employer, or who have any absences that are not pre-approved by the Employer will receive fifty percent (50%) of their accumulated vacation time at their current rate of pay.**

3. **Employees who resign or are terminated during their probationary period will not receive any payment for accumulated vacation time.**

SECTION 22 - MEDICAL, OPTICAL, DENTAL AND LIFE INSURANCE

A. FLEXIBLE BENEFITS PLAN

1. All insurances will be provided within a Flexible Benefits Plan.
2. Vacation conversion options will not be included in the plan. In connection with the plan, employees will be able to use excess credits (at full value to the extent allowable by the plan or by law) to purchase additional coverage, including contributions to the dependent care and/or medical care reimbursement plans.
3. Under the plan, employees will be entitled to waive **medical** insurance coverage **offered by Employer**, (except life and Sickness and Accident), provided the employee can document that she/he has coverage of core requirements through a spouse or other source. If cash out election is made **for waived medical insurance**, cash outs shall be paid bi-weekly based upon the annual amounts shown below (less applicable required employee tax withholdings):

<u>Insurance Status</u>	<u>Biweekly Cash-out</u>
Single	\$47
2 Person	\$93
Family	\$139

Effective January 1, 2014, employees will be entitled to waive medical insurance coverage offered by Employer (except life and Sickness and Accident) without providing documentation that she/he has coverage of core requirements through a spouse or other source. If cash out election is made for waived medical insurance, cash outs shall be paid biweekly based upon the amounts shown above (less applicable required employee tax withholdings).

4. If two people employed by the Authority are married to each other, one person may elect medical, optical, and dental coverage under the Authority's plan. The other employee may elect a medical cash out not to exceed the two person rate.
5. Medical cash outs shall not be paid to employees who are on Workers Compensation Leave or who are receiving Short Term Disability Benefits.
6. Employees may "roll-over" one hundred percent (100%) of their available excess credits for medical coverage directly into their accounts (to the extent allowable by the plan or by law), without deductions for Authority withholdings. Available excess credits will be based upon the lowest priced medical coverage for which the individual would qualify if she/he were taking such coverage, regardless of any medical coverage the employee may have had in the past. Cash payments will be subject to taxes and will not be subject to pension contributions.

B. MEDICAL COVERAGE

1. Medical and prescription coverage through the Blue Care Network BCN5, CO10, ER50, UR35 Plan (existing as of January 1, 2013, or substantially equivalent coverage from another provider) with \$10/\$40 coinsurance for all prescription drugs, including a birth control rider will be the Official Medical Plan offered by the Employer to its employees (and their eligible dependents) who have satisfactorily completed three (3) months of continuous employment during the term of this agreement. Effective August 1, 2016, the Blue Care Network "Buy-up Plan" (existing as of January 1, 2013, or substantially equivalent coverage from another provider) with \$10/\$40 coinsurance for all prescription drugs, including a birth control rider will be the Official Medical Plan offered by the Employer to its employees (and their eligible dependents) who have satisfactorily completed three (3) months of continuous employment. In the event the Supreme Court of the United States rules that same sex couples are legally entitled to marry, same sex married couples will be entitled to receive the same fringe benefits under this Agreement as opposite sex married couples.
2. Effective January 1, 2013, the Employer shall pay 90% of the cost of the Official Medical Plan toward the cost of medical insurance for Full-time employees, and each Full-time employee shall pay the remaining 10% of the cost. Effective August 1, 2014, the Employer shall pay 85% of the cost of the Official Medical Plan toward the cost of medical insurance for Full-time employees, and each Full-time employee shall pay the remaining 15% of the cost. Effective August 1, 2016, the Employer shall pay 80% of the cost of the Official Medical Plan toward the cost of medical insurance for Full-time employees and each Full-time employee shall pay the remaining 20% of the cost. Employees may voluntarily select alternate medical and prescription plans with higher or lower premiums than that of the Official Medical Plan. Employees may use the amount the Employer would otherwise pay for the Official Medical Plan toward any other plan voluntarily selected. Employees voluntarily selecting any plans other than the Official Medical Plan offered by the Employer shall be responsible for any additional cost for such plans.
3. Employees shall not be required to make medical premium payments during the first six months of any Workers Compensation leave. Employees shall be granted a two month grace period to make medical premium payments while receiving Short Term Disability Benefits before insurance coverage may lapse.

C. POST EMPLOYMENT MEDICAL BENEFITS

1. The Employer shall maintain a Health Care Savings Plan (HCSP) account for each active employee who has completed three months of continuous employment. Vested funds accumulated in the plan shall become accessible to the employee in accordance with the terms of the plan upon the employee's separation from employment (due to retirement, resignation, termination, or any other reason). The HCSP shall be administered by the Municipal Employees' Retirement System of Michigan (MERS). All HCSP funds shall be invested by MERS and shall grow tax free.
2. The funds accumulated in the HCSP accounts shall be used for tax-free reimbursement to employees in accordance with Internal Revenue Service guidelines for post-employment health care expenses, including dental services, hearing services, insurance premiums, medical services, physician services, prescription drugs, vision services, and Medicare supplemental coverage, for themselves, their spouse, and their eligible dependents.
3. The employer shall not contribute funds in excess of those contributed to each HCSP account toward retiree health care expenses for employees covered by the HCSP.

Retired employees who are not covered by the HCSP may participate in any employer sponsored medical plan identified as being for retirees (including a Medicare supplemental plan); however, the Employer reserves the right to alter the design and content of any retiree medical plans upon written notice to the retiree.

4. **The Employer will make a \$130 pre-tax contribution each month** into each eligible **Full-time** employee's HCSP account. **Effective January 1, 2015, the Employer will make a \$135 pretax contribution each month into each eligible Full-time employee's HCSP account. Effective January 1, 2016, the Employer will make a \$140 pre-tax contribution each month into each eligible Full-time employee's HCSP account.** In addition to the Employer's monthly contribution, all eligible **Full-time** employees shall make a mandatory **ten dollar (\$10) bi-weekly pre-tax** contribution into her/his HCSP account.
5. Eligible **Full-time** employees may voluntarily elect to make additional post-tax contributions into their HCSP account to the extent allowable by the plan or by law.
6. A separate HCSP account shall be set up for each **Full-time** employee when the employee completes **three** months of continuous employment. Employees shall become fully vested in their personal contributions immediately; however, they shall not become vested in any portion of the Employer's contributions until completing **five (5)** continuous years of service with the Employer. Upon an employee's separation from employment, any unvested HCSP account funds shall revert to the Employer.
7. Employees may access their vested HCSP accounts only under the following circumstances:
 - a. upon separation from employment;
 - b. when on sick leave or disability for at least six months and the Employer is no longer contributing to their medical and prescription coverage.
8. **Any one-time lump sum contributions to the HCSP shall be subject to the same five (5) years of continuous vesting requirement as monthly contributions.**

D. PAYROLL DEDUCTION

If an employee makes an election for medical or life insurance which will require the employee to pay any portion of the premiums, she/he will be required to execute a payroll deduction authorization to cover her/his share of the premiums at the time the election is made. An employee shall also be required to execute a payroll deduction authorization for the employee's mandatory bi-weekly pre-tax contribution into her/his HCSP account, and any voluntary post-tax contributions the employee elects to make into her/his HCSP account.

E. SELECTION OF MEDICAL CARRIERS

The Employer reserves the right to cancel any medical carrier or provider and to substitute another medical carrier or provider, provided substantially equivalent medical coverage is maintained. Input on alternative medical carriers or providers and substantially equivalent medical plans will be sought from the Union prior to any changes in the medical carrier or provider.

F. OPTICAL

1. The Employer will provide an optical benefit equal to \$400 during a 24 month period for all full-time permanent employees who have satisfactorily completed **three (3)** months of

continuous employment and their dependents. The Employer will decide which carrier will provide optical benefits under this Agreement and reserves the right to provide optical benefits under a self-insured plan.

2. The Plan Document and Summary Description for Optical Benefits dated July 1, 1993, as amended, will outline how each person will be able to utilize this benefit.

G. DENTAL

1. The Employer will provide a dental benefits plan for all eligible full-time permanent employees who have satisfactorily completed **three (3)** months of continuous employment and their dependents.
2. The dental benefits plan shall provide an annual dental service benefit of \$1,500 per person. The dental benefits plan shall include a life-time orthodontia benefit of 50% of costs to a maximum of \$2,000.
3. All existing and applicable co-pay requirements for dental services will be twenty percent (20%). The Employer will decide which carrier **or provider** will provide dental benefits under this Agreement and reserves the right to provide dental benefits under a self-insured plan.
4. The Plan Document and Summary Description for Dental Benefits dated July 1, 1993, as amended, will outline how each person will be able to utilize this benefit.

H. LIFE

1. The Employer agrees to **provide** \$45,000 of term life insurance for all full-time permanent employees who have satisfactorily completed **three (3)** months of continuous employment. The Employer agrees to **provide** \$15,000 of term life insurance for all non-probationary part-time employees.
2. The Employer further agrees to **provide** term life insurance for retiring full time employees who have completed fifteen (15) or more years of continuous service with the employer and have reached the age of 59 ½. Life insurance benefits will be provided for retirees according to the following schedule:

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

I. ADDITIONAL DEPENDENT COVERAGE

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

<u>Coverage</u>	<u>Amount</u>
Spouse	Up to \$50,000 (not to exceed Employee's life insurance amount)
Children	
- Age six months to nineteen years	\$10,000

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

J. COVERAGE FOR PROBATIONARY EMPLOYEES

If a newly hired full-time or part-time probationary employee elects to acquire the insurance plans available at the time of hire, she/he will be responsible for payment of the entire monthly premium costs of the insurances elected through payroll deduction. The first day of the month following the end of the **three (3)** month probationary review, probationary employees will be entitled to insurance benefit contributions from the Employer referenced in Article V, Section 22, **and Part-time probationary employees will be entitled to insurance benefit contributions from the Employer referenced in Article II, Section 9.**

K. INSURANCE COVERAGE FOLLOWING CHANGE OF STATUS

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

L. DISCONTINUATION OF INSURANCE COVERAGE

Beginning January 1, 2014, if an employee elects to discontinue any insurance coverage, **or allows their insurance coverage to lapse for any reason, she/he will be allowed to use the cash out provision in Article V, Section 22, A, 3, as applicable. However, she/he will not be allowed to reinstate such coverage until the next open enrollment period for any reason.** (This provision is applicable to all insurance programs referenced in Article V, Section 22.)

M. ELIGIBILITY

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

N. Medical, dental, and optical benefits may be renegotiated if required to keep them in compliance with national health plan laws and regulations during the term of this agreement.

SECTION 23 - PENSION PLAN

A. All Full-time employees covered by this Agreement shall be provided with a pension plan, in which the Employer shall furnish such plan according to the following specifications:

1. TYPE OF PLAN

Money purchase (defined contribution).

2. FUNDING AGENCY

Best's Rated Insurer, to be procured by the Employer, with the consent of the Ann Arbor **Transportation** Authority Pension Board.

3. RATES

Employee: **Effective January 1, 2013, each employee shall contribute a "mandatory" amount equal to four percent (4%) of their eligible earnings. Effective January 1, 2015, each employee shall contribute a "mandatory" amount equal to five percent (5%) of their eligible earnings.** An employee may voluntarily contribute up to the

maximum amount allowed by the U.S. Internal Revenue Service for this type of plan. Total mandatory and voluntary contributions shall not exceed legal limits imposed by laws and regulations.

Employer: **Effective January 1, 2013, the employer will contribute eight percent (8%) of earnings. Effective January 1, 2015, the employer will contribute nine percent (9%) of earnings.** (Subject to Article V, Section 23, A, 15 -- Pension Pick-Up.)

4. COMPUTATION

The Employer's and the employee's pension contributions will be computed against the effective wage, plus overtime.

5. ELIGIBILITY

All full time employees are required to participate in the Pension Plan.

6. VESTING

One hundred percent (100%) of the Employer's contribution will be fully vested after five (5) years of employment with the Authority.

7. BENEFITS AT RETIREMENT

At retirement, each participant elects the type of annuity desired or elects to receive the balance of the account in cash. Several optional forms of annuities are available, either as fixed annuities which are fully guaranteed and/or variable annuities, with guarantees or mortality and expenses.

8. BENEFITS AT DEATH

Before retirement, the participant's account value will be paid to the beneficiary, in either a lump sum or an annuity. After retirement the benefits will be determined by the form of annuity which the participant elected at retirement.

9. TERMINATION

The participant's vested account value will be used to purchase a deferred annuity commencing at retirement age or at an earlier age, if eligible, or will be paid as a cash contribution.

10. BENEFITS AS A RESULT OF DISABILITY

Participants who become totally or permanently disabled may elect to receive a total contribution of their accounts in cash or as an annuity or a combination of the two.

11. RETIREMENT AGE

Normal retirement age is seventy (70) years (first day of the month following). An extension of employment may be permitted by the Employer.

12. EARLY RETIREMENT

The employee may elect early retirement after age fifty (50) and with ten (10) years of service.

13. WITHDRAWAL

Vesting benefits may be paid in cash or at the option of the employee, a deferred annuity may be elected.

14. DISABILITY

If the employee qualified for disability under the provisions of the Social Security Act, the employee will be eligible for disability retirement.

15. PENSION PICK-UP

The compensation paid to a Participant will be reduced by the amount of the Employee contribution. The Employee contribution shall be paid ("picked up") by the Employer in lieu of being paid by the Employee. Such amounts paid by the Employer shall be designated as Employer contribution for purposes of any tax treatment of the contributions.

16. REPRESENTATION ON BOARD OF TRUSTEES

The **TWU Local 171** will appoint, **from its membership**, with the recommendation of the TWU Local 171 Executive Board, one (1) member of TWU, Local 171 to serve as a pension plan trustee, **and one (1) alternate member of TWU, Local 171 to serve in the event the regular member is unavailable.** The Pension Board may, at its option, invite outside persons to its meetings for the purpose of providing information and other resources.

17. PENSION LOANS

Loans from the Pension Plan shall be made available to all eligible participating employees on a reasonably equivalent basis. Terms and conditions governing loans shall be in accordance with the Pension Plan Adoption Agreement and the Basic Plan Document (as amended), and applicable IRS regulations. Loans shall be limited to a minimum of **\$1,000** and shall not exceed the maximum amount allowed by the Pension Plan and appropriate regulations.

With the exception of loans for purchasing or refinancing an employee's primary residence, all loans shall be limited to a maximum of five (5) years. Residential loans may not exceed thirty (30) years. Pension loan application forms must be completed jointly by the employee and the Pension Plan Administrator. Appropriate documentation for residential loans must be provided to the Plan Administrator.

18. PLAN DOCUMENT AND ADOPTION AGREEMENT

The basis for the Pension Plan and its administration shall be the "Defined Contribution Basic Plan Document for Qualified Retirement Plans For Governmental Entities" (the "Plan Document"), and its accompanying "Adoption Agreement for Money Purchase Pension Plans for Governmental Units" (the "Adoption Agreement"), as amended by the Pension Board.

B. ADDITIONAL RETIREMENT PLANS

The Employer may sponsor alternative deferred compensation plans for the benefit of its employees other than the Pension Plan described in this Section. Such alternative plans shall be in accordance with IRS regulations and shall be subject to approval by the Pension Board.

SECTION 24 - PART-TIME BENEFITS

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

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

SECTION 25 - EDUCATIONAL BENEFITS

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

SECTION 26 - BULLETIN BOARDS

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

SECTION 27 - UNIFORMS

A. UNIFORM REQUIREMENTS

The Employer may require employees to wear uniforms as a condition of employment. Such uniforms will be furnished by the Employer at no cost to the employee. An initial complement of uniform items will be furnished by the Employer at no cost to a new employee within six (6) months of their date of hire. The Employer will solicit input from the Union and employees prior to deciding on the style, material, and fabrics of uniforms.

B. MAINTENANCE OF UNIFORMS

Each employee in the Bargaining Unit will be responsible for laundering and maintaining her/his uniforms. Upon termination of employment, all serviceable uniform items issued within the immediately preceding twelve (12) months must be returned clean (washed/dry-cleaned) and pressed. Failure to do so will result in the deduction of cleaning costs from the employee's final check. In addition, if any uniform items or other Authority issued equipment are not returned at the time of termination, the cost of the missing items will be deducted from the employee's final check.

C. UNIFORM ALLOWANCE

1. All bargaining unit employees will receive a uniform allowance of \$500 per year, beginning after one (1) continuous year of employment, to be applied toward the purchase of an approved uniform or uniform parts.
2. Uniform allowance or unused parts thereof may be accumulated for a period not to exceed two (2) years. Excess accumulated allowances will be forfeited. Newly hired Service Employees will be issued shoes/boots by the Employer. Should a first year Service Employee not remain with the Employer beyond the first year, the cost of the shoes/boots will be returned to the Employer through withholding from the employee's final check.

D. MAINTENANCE SAFETY GLASSES

The Employer will reimburse non-probationary Maintenance Department employees up to \$250 every two years for the purchase of prescription safety glasses. Only expenses for OSHA approved safety frames and lenses and scratch-resistant coatings are eligible for reimbursement. Charges in excess of the following amounts or for other non-covered items or services (such as examination fees/prescription costs, etc.) are not eligible for reimbursement. In the event of damage to safety glasses during the performance of a Maintenance employee's job, the Employer will pay the reasonable cost for repair or replacement of the safety glasses.

SECTION 28 - MAINTENANCE TECHNICIANS' TOOLS AND EQUIPMENT FURNISHED

1. TOOL ALLOWANCE

1. An employee covered by this Agreement who provides her/his own personal tools to the Employer in the performance of her/his job will have an annual tool allowance of **five hundred (\$500.00)** dollars provided by the Employer beginning with the second year of employment.
2. New employees will be eligible for an annual tool allowance of **two hundred fifty**

(\$250.00) dollars during their first year. Such allowance may be used for the purchase or replacement of tools used by the employee on the job. Should a first year employee not remain with the Employer beyond the first year, the tools purchased with the allowance will return to the Employer, or an amount equivalent to the allowance utilized shall be withheld from the employee's final check.

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

B. SPECIAL TOOLS

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

C. SERVICE TRUCK TOOLS

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

D. EMPLOYEE RESPONSIBILITY

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

SECTION 29 - RESIGNATION OF EMPLOYMENT

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

SECTION 30 - FLEXIBLE BENEFIT PLAN

1. Employees may elect to participate in the Flexible Benefits Plan of the Ann Arbor Transportation Authority. The Plan includes two (2) Reimbursement Accounts--a Medical Reimbursement Account and a Dependent Care Reimbursement Account--which are funded by voluntary salary reductions. Salary reductions by the employee are not subject to FICA (Social Security) taxes, Federal taxes or State taxes. The Accounts may also be funded by Authority contributions if the employee declines hospitalization insurance as described in Article V, Section 22. Participants may then be reimbursed, on a non-taxable basis, for eligible medical care expenses for themselves and dependents and eligible dependent care expenses.
2. Employees must complete an election form at the beginning of each plan year to indicate the amount of salary reduction allocated to each account. These elections are irrevocable for the plan year, except when an employee has a family status change as defined by the Internal Revenue Service. Reimbursement may be made only for eligible expenses.

ARTICLE VI
COMPENSATION

SECTION 1 -- WAGE RATES

A. HOURLY WAGE RATES:

<u>Classification</u>	<u>Effective Date</u>				
	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>	<u>1/1/16</u>	<u>1/1/17</u>
MCO	24.50	25.00	25.75	26.25	26.75
Hired after 1/1/13	21.50	22.00	22.75	23.25	23.75
Info Specialist/Call Taker	21.55	22.05	22.80	23.30	23.80
Hired after 1/1/13	18.55	19.05	19.80	20.30	20.80
Parts Clerk I	23.50	24.00	24.75	25.25	25.75
Hired after 1/1/13	20.50	21.00	21.75	22.25	22.75
Parts Clerk II	23.20	23.70	24.45	24.95	25.45
Hired after 1/1/13	20.20	20.70	21.45	21.95	22.45
Lead Service Employee	22.15	22.65	23.40	23.90	24.40
Hired after 1/1/13	19.15	19.65	20.40	20.90	21.40
ServiceEmployee	21.55	22.05	22.80	23.30	23.80
Hired after 1/1/13	18.55	19.05	19.80	20.30	20.80
Lead Facilities Maintenance	22.70	23.20	23.95	24.45	24.95
Hired after 1/1/13	19.70	20.20	20.95	21.45	21.95
Facilities Maintenance	22.15	22.65	23.40	23.90	24.40
Hired after 1/1/13	19.15	19.65	20.40	20.90	21.40
Facilities HVAC Tech	28.50	29.00	29.75	30.25	30.75
Hired after 1/1/13	25.50	26.00	26.75	27.25	27.75
Master Maint. Tech	26.40	26.90	27.65	28.15	28.65
Hired after 1/1/13	23.40	23.90	24.65	25.15	25.65
Maint Tech A; Paint/Body I	26.10	26.60	27.35	27.85	28.35
Hired after 1/1/13	23.10	23.60	24.35	24.85	25.35
Maint Tech B; Tire Maint	25.65	26.15	26.90	27.40	27.90
Hired after 1/1/13	22.65	23.15	23.90	24.40	24.90
Maint Tech C; Paint/Body II	24.05	24.55	25.30	25.80	26.30
Hired after 1/1/13	21.05	21.55	22.30	22.80	23.30

B. INCREMENTS

Employees while assigned as In-service Instructors, Lead Maintenance Technicians, or Temporary Transportation Supervisors will receive an additional **one dollar (\$1.00)** per hour for performing the duties of that capacity.

C. MIDNIGHT SHIFT DIFFERENTIAL

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

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

E. TRANSFERRING EMPLOYEE PAY

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

F. TRAINING PERIOD WAGE RATE

The Training Period wage rate for **Motor Coach Operators, Lead Service Employees, Service Employees, Parts Clerks, Information Specialist/Call-Takers, Lead Facilities Maintenance Persons and Facilities Maintenance Persons** shall be **seventy five percent (75%) of the full base wage rate for their position.**

SECTION 2 - WAGE PROGRESSION FOR EMPLOYEES

A. There will be a wage progression for newly hired Motor Coach Operators as follows:

<u>Time Period</u>	<u>Percentage of Base Wage</u>
Training Period	75.0%
End of Training through twelve (12) months	85.0%
Thirteenth (13th) month through twenty-fourth (24th) month	90.0%
Twenty-fifth (25th) month through thirty-sixth (36th) month	95.0%
Thereafter	100.0%

B. There will be a wage progression for newly hired Lead Service Employees, Service Employees, Parts Clerks, Information Specialist/Call-Takers, Lead Facilities Maintenance Person and Facilities Maintenance Person as follows:

<u>Time Period</u>	<u>Percentage of Base Wage</u>
Training Period	75.0%
End of Training Through six (6) months	90.0%
Seventh (7th) month through twelve (12) months	95.0%
Thereafter	100.0%

C. Employees hired in the positions of Maintenance Technician C, Maintenance Technician B, Tire Person, Maintenance Technician A, Paint and Body Repair Person I, II, and Master Maintenance Technician will not be subject to the wage progression.

ARTICLE VII

SUPPLEMENTS, TERM, MODIFICATION AND ENDORSEMENTS

SECTION 1 - SCOPE, WAIVER AND ALTERATION OF AGREEMENT

A. SUPPLEMENTAL AGREEMENT

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

B. NON-PRECEDENT

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

C. SEPARABILITY

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

D. WAIVER

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of their rights and opportunities are set forth in this Agreement. For this reason, the Agreement supersedes any past practice or prior agreement, verbal or written, between the parties hereto, or between any of them and any employee(s) covered hereby, that are not now provided for or contained in this Agreement.

E. SUCCESSOR CLAUSE

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

SECTION 2 - TERM OF AGREEMENT AND FUTURE NEGOTIATIONS

A. TERM OF AGREEMENT

This agreement shall become effective on **January 1, 2013**, and shall continue in full force and effect through **June 30, 2017**.

B. FUTURE NEGOTIATIONS


1. Both parties agree to an expedited negotiations process in which each party may identify up to four (4) sections of the labor agreement which will be subject to negotiation, excluding Article VII, Section 2; and Article VI, Section 1, A. The Union and Employer will meet for the purpose of exchanging contract proposals no earlier than **March 15, and no later than May 15** of the year in which this agreement expires.
2. Negotiations toward a new contract will begin no later than **June 1** of the year in which the agreement expires.

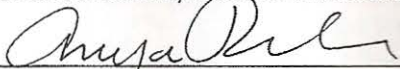
3. The Negotiating Committees of the Union and the Employer will not consist of more than a total of four (4) representatives each, plus legal counsel. The Union and the Employer will supply each other, in writing, the names of their representatives on the Negotiating Committees. Other persons associated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

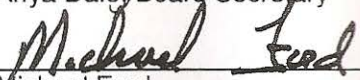
ENDORSEMENTS

In witness whereof, the parties hereto have caused this instrument to be executed on **January 17, 2013**.

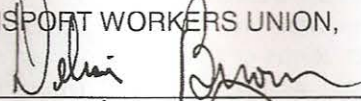
ANN ARBOR TRANSPORTATION AUTHORITY

BY 
Charles Griffith, Chair of the Board


BY 
Anya Dale, Board Secretary

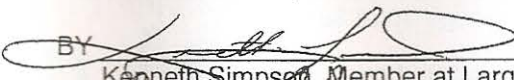
BY 
Michael Ford,
Chief Executive Officer

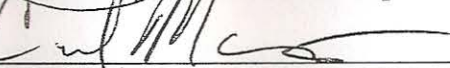
TRANSPORT WORKERS UNION,

BY 
Delisa Brown, President

BY 
Trent Robinson

BY 
Michael Schultz, VP Maintenance

BY 
Kenneth Simpson, Member at Large

BY 
Carl Martin, International Representative