



COLLECTIVE BARGAINING AGREEMENT

Between

INTERURBAN TRANSIT PARTNERSHIP

And

AMALGAMATED TRANSIT UNION - LOCAL 836

Representing

OPERATORS AND MAINTENANCE EMPLOYEES

December 11, 2017

Through

December 10, 2020

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ARTICLES OF AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of December, 2017, by and between the Interurban Transit Partnership, its successors and assigns, hereinafter called the "Authority", and Local Union 836, Amalgamated Transit Union, hereinafter called the "Union".

ARTICLE I - INTENT AND PURPOSE

THE PURPOSE of this Agreement is to assure the efficient and economical operation of the Authority; to secure and sustain the maximum work effort of each employee covered by this Agreement; to maintain a harmonious relationship between the employees in the bargaining unit and the Authority; to establish wages, hours and working conditions; and further, to set forth the entire Agreement between the Authority, the Union and the employees covered by this Agreement, concerning rates of pay, wages, and other conditions of employment to be observed by the parties hereto.

ARTICLE II - RECOGNITION AND NON-DISCRIMINATION

Section 2.01: Recognition

THE AUTHORITY recognizes the Union as the exclusive bargaining representative in respect to rates of pay, wages, hours of employment and other conditions of employment for all employees of the Authority not excluded as supervisory. The parties agree that, although the positions are not in existence, should the Authority employ Utility (I or II) or Janitor (I or II) classifications during the term of this Agreement, individuals employed in those positions shall be within the recognition provided under this Section.

Section 2.02: Union Membership

It is not a condition of employment with the Authority to become or remain a member of a labor organization or bargaining representative. Any employee of the Authority may join or refrain from joining a labor organization or bargaining representative. Moreover, no employee of the Authority is required to pay to any labor organization, charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative. Regardless of what individual voluntary free choice is made by an employee, it shall not affect the employee's employment with the Authority.

Section 2.03: Union Checkoff

THE AUTHORITY will deduct, initiation fees, dues and assessments from the pay of any member of the Union who voluntarily authorizes such deduction as provided in this Section. Initiation fees, and assessments, if any, will be deducted on the first pay day of each month. Dues will be deducted from the second pay day of each successive month. The authorization for such deduction is to be on a form provided by the Union.

The Union agrees to indemnify and hold the Authority harmless for any costs, attorneys' fees and/or damages which may be incurred by and/or assessed against the Authority from any suit, claim or other action brought against the Authority as a consequence of the Authority's compliance with the checkoff provisions for union initiation fees, dues and assessments under this Section. The Authority agrees to notify the Union in writing at the time of any inquiry or claim made pursuant to this section. The Authority further agrees to work and cooperate with the Union's attorney(s) as pertains to this Section.

The Authority also agrees to deduct all share purchases, loans and interest payments made by the Credit Union members as submitted on authorization slips by the Treasurer, and remit the same to the Treasurer of the Credit Union.

Section 2.04: Bulletin Boards

BULLETIN BOARDS will be provided for the Transportation and Maintenance Departments, with the location to be in full view of the members of the Union. These boards shall be for the exclusive use of the Union Officers to post bulletins and notices of their meetings or other Union business that may come up, provided that nothing obnoxious or detrimental to the interests of the Authority shall be posted on such boards. Postings containing statements adversely portraying ITP employees and/or religious or political messages are prohibited from posting on the bulletin board.

Section 2.05: Recognized Union Representatives

THE ACCREDITED officers who shall conduct all business under the provisions of this Agreement, on the part of the Union, shall be the President, Business Agent, Executive Board, or such additional representatives as may be selected and designated under the bylaws of the Union. The accredited officer who shall conduct all business for the Authority under the provisions of this Agreement shall be the CEO, or their designee, whose decision shall be final.

The Union shall keep the Authority constantly advised of the names and addresses of its officers, and the members of its committee authorized to bargain with the Authority. The Authority shall be notified, in writing, of the names of the Union Officers and members of the Union's committee, their alternates, and in what representative capacity they are to serve before the Authority shall be required to recognize them.

Section 2.06: Union-Management Communications

COMMUNICATIONS, WRITTEN or verbal, between the Union and the Authority, shall be addressed to the proper officers. When necessary to have conferences between management or staff of the Authority and officers of the Union, they shall be conducted in the offices of the Authority unless otherwise agreed upon. Such conferences shall be held at the date and time agreed upon and mutual respect shall at all times be shown between representatives of the Authority and Union.

Section 2.07: Union Officers Special Days Off

UNION OFFICERS CALLED upon to transact business of the Union or the Authority requiring their absence from duty shall, upon application (written if practicable), be allowed to absent themselves from duty for a sufficient time to transact such business, provided the number applying for leave of absence shall not be so great as to be detrimental to service obligations of the Authority. No employee shall engage in Union activities during working hours without permission from a Department Manager. Union Officers will not be paid when absent from duty to conduct Union business or represent Union members.

The Employer will release employees, without pay, to participate in committees that are established under this Agreement and on which they have been designated by the Union to serve. An employee may otherwise be released under these provisions on a case-by-case basis where the employee has been designated by the President of the Union in a written request for time off which has been approved by the Employer. The approval of a particular request does not bind the Employer in any future request.

Section 2.08: Non-Discrimination

THE AUTHORITY and the Union agree that there will be no discrimination against any employee for any reason contrary to provisions of Federal and State law.

Section 2.09: Temporary Employees

TEMPORARY EMPLOYEES engaged by the Authority shall not be required to become members of the Union, but shall be limited to (90) ninety working days of employment. What constitutes temporary work shall be agreed upon by the Authority and the Union.

ARTICLE III - MANAGEMENT RIGHTS

Section 3.01: Authority of Management

The Authority hereby reserves and retains all rights vested in the Authority. The parties expressly recognize that such management rights and authority include, by way of illustration, the following:

1. The right to manage and administer the transit system, its policies, properties and facilities;
2. The right to determine the location, types and amount of service to be provided, including the making of schedules, frequency of service, amount of time allowed on individuals runs, and composition of runs;
3. The right to determine methods of operation and the equipment to be used in the operation of the Authority, including the introduction of new or improved methods or equipment;
4. The right to develop and control the budget of the Authority;
5. The right to determine the number and locations of its facilities;
6. The right to hire, promote and determine the qualifications, job functions, job descriptions, assignments, placement and need for employees;
7. The right to make and enforce reasonable policies and work rules;
8. The right to discipline and discharge for just cause;
9. The right to ensure the safety and security of employees, customers, their property, and the property of the Authority;

The foregoing enumeration of rights is not intended to be all inclusive, but indicates the type of matters arising which belong to and are inherent to management and shall not be deemed to exclude other rights of the Employer not specifically set forth herein. The parties agree that the Authority will not exercise these rights in contradiction with the express provisions of this agreement or the mandates of federal or state law.

Section 3.02: Subcontracting

- A. The Authority has the right to subcontract demand response service in its entirety, both operations and maintenance. All line haul, deviated line haul, tripper, express routes, light rail, electric street car and other new forms of fixed-route service and the related maintenance will be performed by bargaining unit members, except as noted in subsection B below. Disputes regarding whether work is demand response or bargaining unit work may be resolved through the grievance procedure.
- B. The Authority may subcontract maintenance work when the work cannot reasonably be accomplished in-house. Prior to subcontracting maintenance work, the Authority will meet with the Union and demonstrate that the particular work cannot be reasonably performed in-house. The Union will not withhold its consent for subcontracting that cannot reasonably be performed in-house. Failure to provide prior notice, to seek Union

consent or demonstrate reasonable inability may be grieved through the grievance procedure.

The parties understand and hereby acknowledge that the parties have a longstanding history whereby certain subcontracting has been consented to, including where maintenance staff are not immediately available, trained, or hold the necessary licenses/certifications to safely and/or efficiently perform repairs or assist with a maintenance issue and that, during such occasions, the Authority is authorized to seek assistance from outside entities or current contractors (such as lawn care, certain vehicle repairs, facility repairs and construction, janitorial services, and the occasional assistance of the staff of the fuel lane provider).

Section 3.03: Discipline

The Authority has the ability to discipline and discharge employees for just cause. Disciplinary actions will be rendered in writing. A copy of the disciplinary action will be furnished to the disciplined individual upon request.

The Authority agrees to provide employees with Union Representation during any investigatory interview where the employee reasonably believes they may be subject to discipline and makes a request for Union Representation.

ARTICLE IV - GRIEVANCE AND ARBITRATION PROCEDURES

Section 4.01: Grievance Defined

A GRIEVANCE is defined to be:

- A. Any controversy between the Authority and the Union as to any matter involving the interpretation or application of the express terms of this Agreement as herein set forth; or
- B. Any controversy between the Authority and the Union as to whether or not any employee disciplined, suspended or discharged for violation of any rule of the Authority is guilty of such violation.

Section 4.02: Time Limit For Filing Grievances

- A. NO GRIEVANCE shall be entertained or considered unless it is presented in writing within ten (10) days after the incident occurred which gave rise to the controversy involving the interpretation or application of the terms of employment as herein set forth, or after the discipline, suspension or discharge of any employee for violation of a rule.
- B. Saturdays, Sundays, and holidays, as defined in Section 13.01, shall be excluded in computing the time limits herein specified.

Section 4.03: Procedure

THE AUTHORITY and the Union agree to the following procedure of presenting and handling grievances, including steps, time limits and conditions:

Step 1: Any grievance presented in a due and timely manner as herein above provided shall be presented in writing by the Union's Grievance Committee to a Department Manager or designated representative of the Authority. The grievance shall be signed by the employee and a Union representative, setting forth the facts of the dispute, the relief sought and shall refer to the specific provision or provisions of the Agreement alleged to have been violated.

Within ten (10) working days after receipt of the written grievance, the Department Manager shall answer the grievance in writing.

Step 2: Such answer should be final unless the grievance is appealed by written notice given to the Authority's CEO or designee within ten (10) working days from the date of the Manager's written answer in Step 1.

A decision on said appeal shall be rendered within ten (10) working days after receipt of the written appeal by the CEO or designee in writing.

Step 3: Such answer shall be final unless the Union appeals the grievance to arbitration by submitting a Petition for Grievance Arbitration to the Michigan Employment Relations Commission (MERC) and giving written notice of its desire to arbitrate to the Authority after receipt of the CEO's or designee's answer in Step 2. If the final appeal is rejected by the CEO or designee, the Union will have ten (10) days following its next monthly Union meeting to request arbitration.

If not so settled, and if arbitration shall not have been so demanded by the Union, such grievance shall be forever barred and extinguished.

Nothing herein above contained shall prevent the proper representative of either party from discussing any and all matters pertaining to grievances prior to their reduction to written form.

Section 4.04: Arbitration

A. In the event the Union shall have demanded that a grievance be submitted to arbitration as herein above provided, the following procedures shall be observed:

In the event the parties are unable to agree upon an impartial arbitrator within fifteen (15) days after the service of a demand for arbitration as aforesaid, then and in that event the party pursuing arbitration shall forthwith, make application to the Michigan Employment Relations Commission for a list of fifteen (15)

names from which the parties shall select their impartial arbitrator unless the parties mutually agree to an alternative arbitrator. Either party shall have the right to reject the list and request a new one upon written notification to the other party and notice to MERC. If accepted, each party may strike any names found unacceptable and then rank the remaining names in numerical order with the number "one" being the most preferred and return their selections to MERC within ten (10) days of the issuance of the panel of arbitrators. MERC shall select an arbitrator based upon the parties selections and notify the parties and arbitrator of the appointment in accordance with MERC's arbitrator selection process.

- B. If it shall become necessary to appoint a successor for the impartial arbitrator, such successor shall be selected in the same manner as the original impartial arbitrator was selected. Any such successor arbitrator shall act with the same power and authority as though originally appointed.
- C. The parties may, upon mutual consent, agree to conduct an expedited arbitration. The expedited procedure shall require a bench decision from the impartial arbitrator without briefs being submitted by either party.

Section 4.05: Time Of Arbitration

THE ARBITRATION hearing shall be held at Grand Rapids, Michigan, at such time as may be mutually agreed upon between the parties and shall thereafter continue to meet on every day that it is practical until all of the evidence and arguments have been received and heard. The arbitrator shall be bound by and function in accordance with the Labor Arbitration Rules of the American Arbitration Association.

Section 4.06: Authority of the Arbitrator

THE ARBITRATOR shall be empowered to make a decision in cases of alleged violation of rights expressly accorded by this Agreement, and his decision will be final and binding on the parties. The arbitrator shall not add to, detract from, ignore or change any of the terms of this Agreement, nor any agreement made supplementary to this Agreement. The arbitrator shall not be empowered to consider any question or matter outside of this Agreement, to establish wage scales or rates on new or changed jobs, or to change any pay rate unless it is provided for in this Agreement. Such decision shall be delivered in writing within thirty (30) days after the conclusion of the hearings. In addition, if the grievance concerns rights that are not otherwise limited by the express terms of this Agreement, the grievance shall not be arbitrable. If the issue of arbitrability is raised, an arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided. *Either party* may require a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue. Should the issue of arbitrability be raised, it will be determined via an expedited hearing (*utilizing AAA or FMCS rules*) or through the submission of briefs on the issue, prior to a hearing on the merits of the grievance. Where in dispute, the Arbitrator shall determine the necessity of an expedited hearing versus the submission of briefs.

Any award of the arbitrator shall not be retroactive more than fourteen (14) calendar days prior to the time the grievance was first submitted in writing. An award to an employee who is found to have been wrongfully disciplined, suspended or discharged shall never exceed the employee's loss of earnings which shall be determined by deducting any wages or compensation (including unemployment compensation or workers compensation benefits) received by the employee from another Authority or from self-employment during the period he/she was out of service due to his/her suspension or discharge from what he/she would have earned had he/she not been suspended or discharged.

Section 4.07: Effect of Time Limits:

THE PARTIES agree to each of the foregoing steps in the processing of a grievance. For the purposes of the grievance procedure, selection of the arbitrator, and scheduling of any hearing, time is of the essence. Indeed, under no circumstances should any grievance "sit" without pursuit and/or further processing by the party pursuing the grievance for more than ten (10) calendar days (excluding Saturday's, Sundays, and holidays under the parties Agreement), unless otherwise agreed in writing by the parties. If the Union or its representative(s) fail to follow the procedures within the periods defined herein, or fails to otherwise pursue a grievance in a timely fashion, the specific grievance *at issue* shall be considered abandoned and withdrawn with prejudice and no one shall have any power to review the grievance or issue any finding. If the Authority fails or neglects to answer a grievance within the time limits specified herein, the grievance shall be automatically referred to the next higher step in the grievance procedure except that nothing herein contained shall be construed to automatically advance a grievance to arbitration.

Section 4.08: Extension Of Time Limits

EXTENSIONS OF days to answer or move a grievance may be granted by mutual agreement, provided such extensions are presented in writing to the designated Authority or Union officials.

Section 4.09: Arbitration Expenses

THE FEES and expenses of the impartial arbitrator, as well as other joint expenses incidental to the arbitration, shall be borne equally by the parties. Each party to the arbitration shall bear the full costs and expenses of their own witnesses and representatives, including pay for all working time lost during any employee's regularly scheduled shift. In no event shall one (1) party be responsible for bearing the costs and expenses of the other party's witnesses and representatives.

Section 4.10: Exclusive Forum.

It is the intent of the parties that disputes between the Authority and the Union should not be subject to resolution in more than one (1) forum. The Union hereby agrees that if proceedings involving any matter which is or might be alleged as a grievance are instituted in any administrative action including, but not limited to, claims before a governmental board, agency

or entity, or in any court, then such administrative or judicial proceedings shall be the sole remedy and such matters will no longer be arbitrable under this Agreement. In the event that the Union elects to arbitrate any dispute with the Employer, then the Union hereby agrees that arbitration shall be the sole remedy for dispute and hereby waive any rights that may exist to institute proceedings involving this matter in any administrative action including, but not limited to, claims under state and federal law. The parties agree that this provision does not prohibit an individual from pursuing their individual statutory claims before a federal or state agency.

Section 4.11: Class Action

No more than one dispute may be heard by any arbitrator unless expressly agreed between the parties. Class action grievances involving discipline are expressly prohibited unless otherwise agreed in writing.

ARTICLE V - NO STRIKE - NO LOCKOUT

Section 5.01: No Lockout

THE AUTHORITY agrees that there shall be no lockout of Union members, and will settle all grievances as provided in this Contract.

Section 5.02: No Strike

The Union agrees that, during the term of this Agreement, the Union, its officers, and its members will not advocate, sanction, support or endorse any action that is recognized by the Michigan Employment Relations Commission as unlawful strike activity. The Union, its officers and members will not engage in conduct that curtails, restricts or interferes with the Authority's operations.

The Union agrees that the scope of activity prohibited in this paragraph is intended to include, but is not limited to, such activities as sympathy strikes, unfair labor practice strikes and a refusal of an employee or employees to cross any type of picket line for any reason whatsoever, unless their safety is in immediate jeopardy.

The Authority reserves the sole right to discipline an employee or employees up to and including discharge for violating the provisions of this Section. Any appeal to the Grievance Procedure shall be limited solely to the question of whether the employee or employees did, in fact, engage in any of the above prohibited activities and whether the disciplinary action was disparately applied.

The Union agrees that it will take prompt affirmative action to discourage, disavow and curtail any strike related conduct on the part of its members. Should any employee engage in strike conduct, the Union will ask the employees to return to work or cease the conduct in violation of this Section. If requested, the Union will take the aforementioned action within two (2) days after such a strike or other refusal to work occurs.

ARTICLE VI - WAGES, HOURS AND WORKING CONDITIONS

Section 6.01: Wages

In addition to placing individuals at the "Steps" denied them due to the application of 2011 Public Act 54, the following rates of pay shall continue in full force and effect during the term of this Agreement:

	CURRENT	12/11/2017 through 12/09/2018	12/10/2018 through 12/08/2019	12/09/2019 through 12/10/2020
Full-Time & Part-Time Linehaul Operators		3%	2%	2%
Entry	\$17.91	\$18.45	\$18.82	\$19.20
After 6 months of Service	\$18.71	\$19.27	\$19.66	\$20.05
After 1 Year of Service	\$19.50	\$20.09	\$20.49	\$20.90
After 2 Years of Service	\$20.30	\$20.91	\$21.33	\$21.76
Maintenance Employees		3 ½%	2%	2%
Master Technician	\$25.61	\$26.51	\$27.04	\$27.58
Class I Technician (certified)	\$24.39	\$25.24	\$25.74	\$26.25
Class I Technician	\$23.30	\$24.12	\$24.60	\$25.09
Class II Technician (certified)	\$22.30	\$23.08	\$23.54	\$24.01
Class II Technician	\$21.48	\$22.23	\$22.67	\$23.12
Class III Technician	\$20.56	\$21.28	\$21.71	\$22.14
Utility Technician				
Entry		\$14.00	\$14.00	\$14.00
After 1 Year of Service		\$15.00	\$15.00	\$15.00
After 2 Years of Service		\$16.00	\$16.00	\$16.00

Unless otherwise agreed, all employee rates of pay shall be frozen at the level in place eight days prior to the expiration of the parties' Agreement. However, any employee scheduled to receive a step increase within the next 45 days shall receive it early (i.e. on the date eight days prior to the expiration of the parties' Agreement).

All adjustments to pay rates which occur as a result of time served in a classification will be effective the first day of the pay period which is nearest to the actual date the adjustment is earned.

The Authority shall reimburse a Technician for the cost of passed MECP, ASE, State of Michigan, IMI/CMI certifications and registration fees upon proof of certification or recertification, and proof of payment.

The Authority shall reimburse any employee for the cost of tuition and course registration for any passed (grade of "C" or better) college or other educational courses, which are approved in advance by the Authority. The rate of reimbursement shall be commensurate with that of Grand Valley State University, and shall be made upon successful course completion and proof of payment.

Section 6.02: Wage Premiums

IN ADDITION to wages listed in 6.01, employees will receive wage premiums as listed herein:

- (1) Operators training Student Operators in route operations shall receive one dollar (\$1.00) per hour additional while so engaged. Student Operators will be rotated among all approved Operators.
- (2) All non-probationary Maintenance, Shop, or Facility employees whose regular shift ends between the hours of 10:00 P.M. and 7:30 A.M. will be paid a shift premium amounting to forty-five cents (\$.45) per hour.
- (3) Any Technician who is designated to work as lead person shall receive an additional one dollar and fifty cents (\$1.50) per hour above his/her hourly rate while acting in this capacity.
- (4) Any bus operator involuntarily assigned from one Extra Board to another shall receive an additional fifteen cents (\$.15) per hour premium pay for the duration of the forced assignment.

Section 6.03: Days of Work

THE WORKING week of all Operators shall be five days, unless otherwise agreed. The Authority guarantees that Full Time Operators will receive the equivalent of forty (40) hours of pay per workweek to Full Time Operators with regular schedules provided they have no absences or late arrivals during that workweek. Days off shall run consecutively as much as possible.

Section 6.04: Time Counted As Days Worked

AN EMPLOYEE who is on approved vacation, paid personal leave, paid funeral days, Union business, paid military duty, paid holidays, jury duty, or the first 12 weeks of Worker's Compensation, shall have the days counted as days worked for the purpose of calculating eligibility for vacation allowance, paid personal leave, and uniform allowance only. None of the time listed in this section shall count toward the calculation of overtime pay. Time off in performing Union duties shall not bar a Union official from full benefits, except in case of a work stoppage.

Section 6.05: Overtime Pay

OPERATORS ARE to receive compensation for employment in excess of eight (8) hours in one day at the rate of one-and-one-half (1-1/2) times the regular base hourly pay rate employed. Any Operator required to work on his/her day off will be paid at the rate of time and one-half (1½). Any Operator who volunteers to work on his/her day off shall have all hours worked in excess of 40 hours per week compensated at the rate of time and one-half (1½). Operators working on their day off will do so according to their position on the Board as of the previous day or the Revolving Work List (RWL) under Section 7.04. No Operator will work on his/her day off when employees are laid off, except under emergency conditions. Daily and weekly overtime shall not be paid for the same hours worked.

Effective the last "Sign-Up" of the parties Agreement, Operators shall receive compensation at a rate of time and a half (1 ½) for time worked in excess of 40 hours per week and shall no longer receive premium pay for work in excess of eight (8) hours per day.

Section 6.06: Reporting And Pre-Trip Inspection Time

OPERATORS WILL be paid twelve (12) minutes at the regular hourly rate for reporting and pre-trip inspection.

Section 6.07: Relief Time

OPERATORS RELIEVING runs shall be allowed ample time to reach their point of relief and will be paid for such time as is necessary to reach the point of relief. Operators relieved at distant points from the garage shall be allowed ample time to reach the garage.

Section 6.08: Show-Up Pay

ALL Full Time OPERATORS will be paid not less than two (2) hours for any scheduled show-up or show up following their being called into work.

Section 6.09: Roster Changes

IF THE pay time of a roster is changed by more than one hour, said roster shall become open for pick.

Section 6.10: Tripper Pay

ALL REGULAR day, night or split run Operators will be paid not less than two (2) hours for any tripper or school run work, at the rate of one-and-one-half (1-1/2) times the regular base hourly pay rate, whether it is worked before, between or after their regular run assignment. No tripper shall be assigned as an addition to a regular run in any scheduled work day.

Section 6.11: Accident/Incident Report Pay

EMPLOYEES REQUIRED to complete an accident report outside regular working hours will receive a minimum pay allowance of thirty (30) minutes or up to a maximum allowance of one (1) hour at the regular hourly rate, following receipt and approval of such report by the Authority. Employees required to complete an incident report outside regular working hours will receive a maximum pay allowance of fifteen (15) minutes, following receipt and approval of such report by the Authority. When an employee is summoned to the adjuster's office for interview and statement outside working hours, he/she will be paid for the actual time required for such purpose at the regular hourly rate of such employee. Any employee failing to make out an accident report will be subject to disciplinary action.

Section 6.12: Lunch Breaks

A PERIOD of ten (10) minutes shall be allowed for all Operators for lunch period on all regular day and night runs, and any part of a split run, of more than six-and-one-half (6-1/2) consecutive hours; said lunch period will not be taken from regular running time. The lunch period will be near the center of the run, so far as schedule adjustments are practical.

Section 6.13: Physical Examination Pay

ALL EMPLOYEES shall receive one (1) hour's pay at the straight-time basic wage rate as an allowance for the time spent in taking a physical exam.

Section 6.14: License Renewal

THE AUTHORITY will pay the four-year renewal cost of the Commercial Drivers License (CDLs) and for all endorsements required by the Authority for all employees. The Authority will pay the entire cost for the first road test only of each newly hired employee.

Section 6.15: Meetings

SHOULD A meeting be held by the Authority at which Operators are required to attend, they shall be paid for the actual time of the meeting, with a minimum of one (1) hour. Operators shall not be paid for any time between their scheduled assignment and a mandatory meeting.

Section 6.16: Rest Period.

An employee who has performed eight (8) or more hours actual work and/or completed all of their assigned work shall be given a rest period prior to their next work day of no less than eight (8) hours.

ARTICLE VII - RUN SELECTION

Section 7.01: Number Of Straight Runs

AS MANY straight runs as possible shall be completed within nine-and one-half (9-1/2) hours of actual running time. Effective the last "Sign-Up" of the parties Agreement, as many straight runs as possible shall be completed within nine (9) hours of actual running time.

Section 7.02: Spread Time

IN ADDITION to their appropriate rate of pay, Full and Part Time Operators assigned to split runs whose scheduled starting time and scheduled ending time are more than twelve (12) hours apart, shall be paid for all spread time in excess of twelve (12) hours of spread time at the rate of one-half (½) times their regular straight-time hourly rate of pay. This provision does not apply where an Operator is not required to accept the work involved, but does apply when an Operator is scheduled or mandated to work. Effective the last "Sign-Up" of the parties Agreement, Full and Part Time Operators assigned to split runs whose scheduled starting time and scheduled ending time are more than eleven and a half (11.5) hours apart, shall be paid for all spread time in excess of eleven and a half (11.5) hours of spread time at the rate of one-half (½) times their regular straight-time hourly rate of pay.

Section 7.03: Sign-Ups

(A) Sign-ups shall occur in the following manner:

- (1) Sign-ups shall be open for selection by seniority three (3) times each year: April, August, and December;
- (2) Irrespective of a bus operator's seniority date, a bus operator within each classification who has completed their probationary period will make their work assignment selection ahead of all bus operators who have not completed their probationary period;
- (3) Any selection of work that happens after a bus operator completes an extended probationary period will be based on his or her original seniority date without regard to the extended probation period;
- (4) Schedule assignments, including runs to be operated and days off, will be posted no later than ten (10) days before the first selection is made, and a minimum of 14 days before the sign-up shall go into effect, except in cases of emergency or conditions beyond the control of the Authority;
- (5) Each Operator will be assigned a selection date, and ordered choices must be submitted on the prescribed form not later than the time designated on the Operator's selection date;
- (6) An Operator on vacation, leave of absence, or off due to illness may designate, in writing, an operator to select a schedule assignment on their behalf. In the absence of a designated representative a Union Official will select on their behalf;
- (7) An Operator shall perform the work on the selected schedule assignment until the next regular sign-up takes effect;

(B) The Authority shall create work schedules consistent with the following:

- (1) Prior to cutting five (5) day work schedules, the Authority shall establish a number of four day work schedules, which will be still subject to the hours of pay requirement of Section 6.03. The parties agree that any individual working these four day work schedules shall not receive daily overtime (i.e. premium pay for time worked beyond eight (8) hours in any day) and shall have at least two consecutive days off. These four day work schedules shall be selected during the regular sign-up process and shall equal at least ten (10) percent of the total number of work assignments offered. Effective the last "Sign-Up" of the parties Agreement, the number of four-day work schedules available for selection shall increase to at least fifteen (15) percent of the total number of assignments offered.
 - a. The parties agree that an individual filling in for a normally scheduled four day operator shall not receive any daily overtime for the hours spent on the run normally filled by a four day operator. However, an individual filling in shall continue to receive the daily overtime premium for any hours worked on run(s) before or after the run of the four day operator, where they would otherwise work beyond eight (8) hours of work in that day.
- (2) In the preparation of five (5) day work schedules, the Authority shall exercise its discretion in a manner that gives priority to the following (in order preference):
 - a. The creation of work schedules that include a minimum of an 8 hour run, Monday through Friday, with Saturday and Sunday off.
 - b. The creation of Monday through Friday work schedules that may not involve the same run(s), but will provide Saturday and Sunday off and will involve less than a three hour variance in start times.
 - c. The creation of work schedules that may not involve the same run(s) but provide two consecutive days off, which may or may not include Saturday and/or Sunday, and will likely involve less than a three hour variance in start time.
 - d. The creation of work schedules that provide Operators with a consistent weekly work assignment for the selection period, but may involve a larger variance in start time and may not involve consecutive days off and/or the same run.
- (3) The Parties recognize that the preferences detailed in paragraph 1 do not require the construction of every possible option at each level and that some work schedules will be less desirable than others. Rather, the Authority will construct runs, based upon these preferences, other contractual obligations and in accordance with the services to be provided. Moreover, nothing in this section shall be construed as creating any daily minimum of hours.
- (4) A committee of two (2) Union representatives and two (2) Management representatives will be established to monitor the formulation of work schedule. Before each sign-up, the committee will receive the work schedules at least seven (7) days before the posting of the schedule assignments, and will review the work schedules to ensure they have been

formulated in accordance with these provisions and immediately bring any concerns to the Authority's attention.

Section 7:04: Revolving Work List

THE PURPOSE of the Revolving Work List (RWL) is to provide the Authority with a ready pool of Regular Operators willing to accept extra work (which is beyond the capacity of the Extra Board and Part-Time Operators) as it becomes available each day. There shall be a Day RWL and a Night RWL.

A. Qualification

To qualify for work assigned to the RWL, Regular Operators must sign the RWL sign-up sheet. The sign-up sheet will be posted for a minimum of three (3) days and will be taken down at noon on Friday prior to the period for which the list will go into effect. Regular Operators who have signed the RWL will be listed in seniority order on this list. Operator names will not be added to that list after it has been taken down.

Operators willing to work Day assignments will sign the Day RWL sign-up sheet. Operators willing to work Night assignments will sign the Night RWL sign-up sheet. Operators may sign both Day and Night lists. Operators will indicate on the sign-up sheet which days of the week they are willing to accept extra work. There will not be a Night RWL on Sunday unless the Authority initiates substantial service on Sunday night.

B. Operation of the List

Work assignments will be offered to the RWL starting with the most senior Operator on the list starting on the first day of the four week period. Each day thereafter work will be offered to the first person after the last person previously used on the RWL. The list will revolve each day until the start of the next four week period.

Work being scheduled for the following day will be assigned according to the time it is to be performed, starting with the earliest assignment. In the event two assignments start at the same time, the work that pays the greatest will be assigned first. Day work will be assigned to the Day RWL and Night work will be assigned to the Night RWL.

Work assigned as it becomes available on the same day will be offered starting with the first Operator on the RWL after the last person on the RWL to receive a work assignment. In the event same day work must be assigned to the RWL after it has been used for scheduling work for the following day, the same day work will

be offered to the first person after the last person scheduled for work on the RWL for the next day.

Once all the assignments for each day have been made, a line will be drawn under the last person's name to have received extra work that day. The rotation for the following day will start with the first name below the line.

In the event an Operator is not available for assignment, the Operator will be bypassed and not be eligible for another assignment until his/her name comes up in the normal rotation. Work will not be assigned to Operators on vacation unless they have notified the dispatcher, in writing and in advance, that they are willing to work.

C. Posting of the List

The Day RWL and the Night RWL shall be updated and posted in the Employee Lounge by 6:00 p.m. each day.

D. Refusal of Work

An Operator that refuses extra work two (2) times during the period of the current RWL will be dropped from the current RWL for the remainder of the four week period and the following four week period. When an Operator refuses work, no more work will be offered to the Operator that day. Once accepted, any call off involving an accepted piece of work shall be treated as an initial refusal to work under this provision.

E. Exemption of Work

Any RWL work that becomes available with less than two (2) hours' notice shall be exempt from the requirements of this section.

F. Exhaustion of the List

In the event that the list is exhausted, volunteers will be solicited in the following order: RWL Operators on the opposite shift of the shift being assigned; Regular Operators not signed on the list. For any extra work remaining, the Authority may assign the least senior employee to perform the work. Assigning of employees shall be done in rotation order beginning with the least senior Operator. No employee will be assigned more than three (3) trippers in any one pay period.

G. Avoidance of Overtime.

Under all circumstances involving the distribution of extra hours, runs or overtime, preference shall be given to those individuals who would not receive any premium

pay (i.e. overtime compensation, etc. . .) for working and nothing in this Agreement shall be construed as requiring the Employer to replace previously scheduled staff. This provision is not intended to allow the Employer to work Part Time Operators in excess of the contractual limits governing Part Time.

Section 7.05: Attendance

Except as provided in Section 6.04 of this agreement, employees are required to work their scheduled shift and/or pieces of work each day, including additional pieces of work or shifts employee agrees to or is required to work. An employee who does not work their scheduled shift and/or pieces of work will receive attendance points for any of the following:

- (1) Absent from scheduled piece of work and employee does not have enough Paid Personal Leave to cover the absence. Absence is defined as missing more than two (2) hours of work. Employee will receive two (2) attendance points;
- (2) Reporting up to two (2) hours late for a piece of work or otherwise missing less than two (2) hours of work. Employee will receive one (1) attendance point;
- (3) Employee fails to contact their supervisor at least 30 minutes prior to the start of their scheduled piece of work that they will be absent. Employee will receive one (1) attendance point;

If an Operator reports late for an assignment he/she may be placed at the bottom of the Extra Board for that day only. If there is no work available, an Operator may be granted time off and may use Paid Personal Leave if desired.

If an employee maintains a perfect attendance record for a period of ninety (90) consecutive calendar days, the attendance point(s) on his/her record issued most recently prior to the 90-day period will be removed. Perfect attendance is defined as not being absent, tardy, or missing any work time during any of the employee's scheduled shifts, with the exception of paid vacation days, holidays, jury duty, bereavement, military duty, paid personal leave that is approved in advance, in writing, by the employer, and union business.

Attendance points will be cumulative for a rolling, continuous 12-month period. Time on a leave of absence shall not be considered in determining the accumulation or elimination of points. During a leave of absence, attendance points shall be frozen. Only the period immediately before and immediately after the leave shall be considered part of the rolling, continuous 12-month period. Employees who receive attendance points will be addressed as follows:

- (a) 1-5 points – written warning;
- (b) 6-7 points – written warning and counseling session with Department Manager and Human Resources Representative;
- (c) 8-9 points – written warning and subject to discipline up to and including a two-day suspension without pay. In no event shall a suspension be applied more than once in a 12-month period;

- (d) 10 or more points – discipline up to and including discharge at the discretion of the Authority;

Nothing in this section restricts the right to challenge the application of the attendance policy based on Article IV of this agreement.

Section 7.06: Contacting Dispatch

ANY OPERATOR not available for work assignment on account of illness shall call the Dispatcher at least thirty (30) minutes before the Operator's report time.

When an Operator has reported to work, a request to be relieved from a piece of work should be made at least 30 minutes in advance of the relief time requested. If the Dispatcher can accommodate the request sooner than 30 minutes, the Operator will be relieved at that time, and will not receive attendance points for late call-in. In all cases, the Dispatcher and the Operator will work together to make the transition as expeditious and smooth as possible.

Any Operator working on the day shift who has been on the sick list and wishes to return to work shall call or report to the Dispatcher no later than 4:00 P.M. to be marked up for work assignment the following day. Any Operator working on the night shift who has been on the sick list and wishes to return to work shall call or report to the Dispatcher no later than 6:00 p.m. to be marked up for work assignment the following day.

Operators working night runs who become ill after 6:00 p.m. may call in by 9:00 a.m. for work the same day, for a one (1) day illness only. When an operator is available for work the Dispatcher shall make a record of same on the Extra Board.

ARTICLE VIII - SENIORITY

Section 8.01: Seniority Defined

For purposes of this Agreement, unless specifically provided in another Section of this Agreement, the term "seniority" shall be defined to mean the length of continuous full-time service with the Authority in the Transportation Department, commencing from the employee's most recent date of hire. However, for Operators hired prior to January 1, 2007, the seniority date shall be their first day following successful completion of the route review. Seniority shall govern and be binding upon the Authority in the selection of work assignments and vacations, with the exception that the Authority shall have the right, in exceptional case, where in its opinion the ability of an Operator makes it necessary, to make deviations in the rights of seniority by assigning such individual to a particular class of run. Vacancies in regular runs will be assigned to Extra Board Operators. Operators laid off due to lack of work shall not lose their seniority when put back into service.

Operators transferring amongst Authority Departments must return to their original department within one hundred eighty (180) consecutive calendar days to maintain their previous seniority.

Operators who stay in a new department for more than one hundred eighty (180) consecutive days shall have no seniority in the Transportation Department. Except as provided in Section 8.04, Operators may only return to the Transportation department if a vacancy exists within that department.

Section 8.02: Transfer To Non-Union Status

The parties agree that the provisions of this section apply to individuals voluntarily transferring back into a Union position. Individuals terminated outside the Union are not subject to the terms of this section. Employees transferring to positions not represented by the Union shall have one hundred and eighty (180) consecutive calendar days to return to their seniority classification without loss of seniority. Employees transferring from non-represented positions and who stay in the position for more than one hundred and eighty (180) consecutive calendar days shall start as new employees with respect to seniority date. Employees returning from non-represented positions will be credited with all other benefits as their total work years of service provides regardless of whether their return occurs within one hundred and eighty (180) consecutive calendar days.

Section 8.03: Probationary Period

ALL NEW bus operators hired as herein specified shall work as probationary employees for a period of ninety (90) calendar days. During the 90 day probationary period, each person so engaged shall be regarded as a probationary employee, during which time the Authority may at its sole discretion terminate said employee's relation. Should it deem necessary, the probationary period may be extended at the discretion of the Authority for up to sixty (60) days. Thereafter, probationary periods may be extended upon the mutual agreement of the parties. After the expiration of the probationary period, if the employee is retained by the Authority, he/she shall then come under the provisions and protection of this Agreement. The Authority shall notify the Secretary of the Union in writing of the names and addresses of employees who have completed their probationary period to the satisfaction of the Authority and are thereby eligible to become members of the Union.

Probationary employees shall not be eligible for holiday pay, bereavement pay, and jury duty pay.

Section 8.04: Layoff And Recall

WHEN NECESSARY to reduce the regular force of Operators, layoffs shall be in the inverse order of seniority.

When regular forces of Operators are increased, preference shall be given to former employees of the Authority who were laid off in accordance with the provisions of paragraph one of this Article and offered reemployment in the reverse order in which they were laid off, provided that this Agreement or any renewal, amendment or extension thereof is still in effect and no more than two (2) years shall have elapsed since their last layoff, provided they can, in the judgment of the Authority, qualify for the job. Employees transferring between the Transportation Department,

Maintenance Department, or Facilities Department, shall retain their total Authority seniority, but shall start a new Department and Classification seniority. Total Authority seniority shall apply to pension and number of weeks of vacation. When employees are laid off, such employees shall be considered on inactive status and shall not be entitled to fringe benefits under this Agreement, but such employees shall retain and accumulate seniority for a period of two (2) years or until recalled under this Article, whichever is the shorter.

In the reemployment of persons in accordance with paragraph one above, the following procedure shall be followed:

First: The Authority will attempt to notify each person to be reemployed to report for work, by Certified U.S. Mail (return receipt requested). Such letter shall be directed to the last known address of such person, and a copy thereof shall be furnished to the Union. By so doing, the Authority shall have discharged its notice obligations under this Section. Employees who were laid off must keep the Authority and the Union supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and reemployment rights hereunder.

Second: Persons so notified to report for work must report for work within fourteen (14) days after date of mailing or sending of telegram or lose their seniority and reemployment rights hereunder.

In the event of layoff, the employee shall receive two-week advance notice, or in lieu thereof, 94 hours of pay at straight time. This provision shall not apply in the case of discharge for cause, voluntary retirement, or leave of absence, nor shall it apply to layoffs necessary by labor disputes.

Section 8.05: Establishment of Initial Seniority Position

Within their respective classifications, this procedure shall apply to full-time and part-time bus operators.

1. At the start of a new class, the Commercial Driver's License (CDL) status of each bus operator is determined;
2. If a new bus operator possesses the appropriate CDL at the start of class, that bus operator is given the highest seniority position;
3. If multiple bus operators possess the appropriate CDL at the start of class, a random selection or draw is conducted amongst those operators to assign the highest seniority positions;
4. Bus operators without a CDL then are assigned seniority positions based on a random draw or selection;
5. The random selection or draw order is used to schedule the CDL testing;
6. If an operator fails to successfully complete the CDL test, the operator shall drop to the bottom of the seniority list;
7. The random selection or draw order is then used to schedule the Route Review;
8. If an operator fails to successfully complete the Route Review, the operator shall drop to the bottom of the seniority list.

9. At the successful completion of the Route Review, the bus operator is then assigned a seniority date.

Section 8.06: Loss of Seniority

An employee's seniority with the Authority and the employment relationship shall terminate for the following reasons:

- (a) If the employee quits or retires.
- (b) If the employee is discharged for just cause.
- (c) If the employee is on leave of absence status (including leaves of absence covered by worker's compensation) consecutively for a period of twelve (12) months or the length of the employee's seniority with the Authority acquired by the employee at the time of commencement of leave of absence, whichever is the lesser. If the employee is on layoff status consecutively for a period of twenty-four (24) months or the length of the employee's seniority with the Authority acquired by the employee at the time of layoff or commencement of leave of absence, whichever is the lesser.
- (d) If, following the issuance of notice and in accordance with Section 8.04, the employee fails to report for work on the required date following recall to work from layoff, unless the employee's failure to report is otherwise excused for a reason satisfactory to the Authority.
- (e) If the employee is absent from work for three (3) consecutive days without properly notifying the Authority unless the employee's failure to properly notify is otherwise excused for a reasons normally satisfactory to the Authority. The provisions of this subsection (f) of this Section are intended to apply only to an employee's obligation to properly notify the Authority of absence within the required period of time and regardless of whether an employee properly notifies, the employee may still be subject to disciplinary action under the Authority's Attendance Policy, up to and including discharge for the absence without notice.
- (f) If the employee fails to maintain certification or licensure required for their position for more than thirty days, unless otherwise on an approved leave of absence. The parties agree that this provision is not triggered by an individual working under a temporary license. The parties also agree that any individual whose certification or licensure expires or is otherwise not maintained shall be removed from the schedule, without pay, until they provide evidence of valid certification or licensure. However, although such individuals may suffer a reduction in pay, the parties agree that this provision was not intended to apply to the loss of MECF, ASE, State of Michigan, IMI/CMI certifications required for classifications set forth in Appendix 1.

ARTICLE IX - EXTRA OPERATORS

Section 9.01: Procedure For Use Of Extra Board

There shall be two Extra Boards: a Day Board and a Night Board. Day work shall be assigned to the Day Board and Night work shall be assigned to the Night Board.

All work shall go to the respective Extra Board when a regular Operator is sick or takes time off.

No regular Operators will be assigned extra work until extra work is offered to Extra Board Operators on their respective shift and Part-Time Operators, if available.

General Provisions

1. The assignment of extra-board runs for the next workday shall include all work that is open as of 2:00 p.m. the day of the assignment;
2. The day Extra Board list for the following day shall be posted in the Operators' room by 6:00 p.m. each day;
3. Any work remaining unassigned when all Extra Board Operators and Part-Time Operators have been exhausted shall be assigned to regular Operators in accordance with the Revolving Work List provisions of Section 7:04.

Ordering Of Operators

1. Throughout each sign-up period, Operators shall be ordered according to seniority and will rotate accordingly;
2. Any Operator added to the Extra Board for a single day will be assigned work after all other Operators on the Extra Board have been assigned work;
3. On the first day of each sign-up period, the Operator with the most seniority shall be assigned the first run;
4. Each day thereafter, the first assignment shall go to the Operator whose position on the list is immediately below that of the last Operator to receive an eight-hour run.

Assignment Of Runs

Assignment of runs shall be processed separately for the Day Board and the Night Board, and shall be accomplished as follows:

1. Runs of at least eight hours, assigned beginning with the earliest start time;

2. Protect positions;
3. Trippers, assigned beginning with the earliest start time;
4. Remaining trippers will be assigned starting with the first person who received a tripper, if available;
5. Remaining trippers will be assigned, wherever possible, to complete the minimum daily guarantee for Extra Board Operators.

Within each numbered paragraph of this subsection, when two runs start at the same time, the run which pays the most will be assigned first.

Section 9.02: Extra Board Guarantee

EXTRA OPERATORS will be guaranteed a six (6) hour day with not more than two (2) show-ups per day with a minimum 76 hours bi-weekly (based on five [5] day weeks). All Extra Operators shall be treated equally in the handing out of work assignments, including Operators who have lost their guarantee. An Extra Operator will not lose his/her guarantee because of receipt of bereavement pay allowance under Article XIV, vacation under Article XII, or jury duty under Article XV. However, the guarantee shall not apply if the Extra Operator is off in excess of the bereavement pay allowance under Article XIV.

Section 9.03: Hold-Down Rosters

ALL REGULAR assigned rosters that are open to the Extra Board due to the regular Operator being off work from illness, Worker's Compensation, leave of absence, off-duty, or vacation for five (5) calendar days or more will be opened for pick by the Extra Board Operator with the greatest amount of seniority desiring to work the roster. Bus operators selecting a "Hold-Down" roster will be assigned the entire roster of the open assignment, including days off, until the regular operator returns or the next bid, whichever occurs first.

All known open assignments will be posted each Monday by 11 a.m. and remain posted for selection by operators through Wednesday at 4 p.m. The results of this selection process will be posted for notification by Thursday at 11 a.m.

An Operator on the opposite Extra Board may hold down the roster if no one on the Extra Board to which it is assigned picks it. Operators on hold-down runs must sign the RWL for work in addition to their hold-down run if the work is desired.

ARTICLE X - UNIFORMS

Section 10.01: Uniforms Defined

THE AUTHORITY shall contract for uniforms subject to the specifications of the Authority and a staff committee, the majority of which shall be included from the bargaining unit (i.e. at least 3 members of the previous 5 person committee were members of the bargaining unit).

Section 10.02: Uniform Allowance

The Authority agrees to provide each non-probationary Operator a uniform allowance in the amount of \$125 on October 1st and an additional \$125 on April 1st of each year, to be used on officially authorized uniforms. Operators, at their discretion, may carry over their uniform allowance. However, where an Operator has more than \$375 in accrued uniform allowance on October 1st or April 1st their uniform allowance shall be the difference between their total accrued allowance at the time and \$500.

Section 10.03: Eligibility For Uniform Allowance

Uniform allowance shall be accrued to individual employees with a year or more of service, provided the employee has worked 1680 hours during the prior calendar year. Operators hired after January 1 of the prior year must work an average of at least 140 hours per month for each full month employed to receive the uniform allowance. Employees receiving uniform allowance must be in the employ of the Authority on the date that uniform allowance is due and utilized.

Section 10.04: Uniforms For New Operators

UPON QUALIFICATION as an Operator, the Authority shall provide a new employee with a uniform consisting of two (2) pair of trousers, three (3) shirts, regular tie and either a sweater or a 3-in-1 system jacket. Upon completion of their probationary period, a new Operator shall receive a uniform allowance prorated from the date the probationary period ends until the next semi-annual uniform allowance. Any Operator whose employment is terminated, either voluntarily or for disciplinary reasons, before the first anniversary date of employment shall immediately reimburse the Authority for the cost of the uniforms provided at the time of qualification. Any Operator who fails to immediately reimburse the Authority shall, pursuant to MCLA 408.77, have the cost of the uniforms deducted by the Authority from his/her wages earned and due.

Section 10.05: Name Plates and Identification Cards

Identification Card costs shall be deducted from Uniform Allowance, if available. Although no longer required, individuals seeking to replace a Name Plate shall have any cost deducted from their Uniform allowance, if available.

ARTICLE XI - TRANSPORTATION CARDS

ALL EMPLOYEES of the Authority, and their dependents covered or eligible to be covered under one of the Authority's health insurance plans, shall be eligible to receive identification cards entitling them to free transportation on all regularly scheduled, fixed route service, provided they comply with the terms and conditions established by the employer. Retired employees who worked for the Authority on or after October 1, 2000 and were eligible to immediately collect pension benefits at the time their employment with the Authority terminated are also eligible to receive identification cards entitling them to free transportation on all regularly scheduled fixed route service, provided they comply with the terms and conditions established by the employer.

ARTICLE XII - VACATIONS

Section 12.01: Vacation Allowance

DURING THE life of agreement, all employees of the Authority covered by this Agreement shall be entitled to receive a vacation in accordance with the following schedule and eligibility provisions as provided in this Article:

One (1) year in service	One (1) week (40 hours) vacation
Two (2) years in service	Two (2) weeks (80 hours) vacation
Seven (7) years in service	Three (3) weeks (120 hours) vacation
Fifteen (15) years in service	Four (4) weeks (160 hours) vacation

Employees who, as of December 31st, have completed less than one (1) year of continuous employment, shall be entitled to receive their applicable portion of vacation time off during the next calendar year, calculated on the basis of one-half day per month in service.

Section 12.02: Vacation Eligibility

VACATION LEAVE shall be earned by individual employees, provided the employee has worked 1,680 hours as of the employee's anniversary date of employment with the Authority. Following the anniversary date, the employee may take his/her vacation during the current calendar year, January through December, in accordance with selection procedure of seniority.

The amount of vacation allowed shall be subject to the following adjustments:

Employees not working the required number of hours per year shall lose a proportionate share of the total possible vacation pay available, but will continue to be eligible for the amount of time off applicable to their seniority classification.

Any employee leaving the Authority as a result of layoff, retirement, death or qualifying resignation, shall be paid any unused vacation due from his/her previous seniority year plus any vacation earned in the year of layoff, retirement, death or qualifying resignation, at the benefit level to which their anniversary date entitles the employee, prorated if the employee

worked less than 1,680 hours in the year of the layoff, retirement, death or qualifying resignation. A qualifying resignation is defined as the employee having given at least two (2) weeks advance written notice and work their scheduled shifts during the period of their notice, unless otherwise agreed.

Section 12.03: No Accumulation

UNUSED VACATION leave may not be accumulated, and will be paid at the conclusion of the calendar year. Vacation leave may not be granted in anticipation of future service.

Employees must be in the employ of the Authority at the time the vacation is used.

Section 12.04: Vacation Pay

VACATION PAY will be at the rate of eight (8) hours at regular pay per day. Vacation hours are not to be computed as overtime.

Section 12.05: Vacation Scheduling

THE PURPOSE of this section is to provide for employee vacation scheduling.

A. General

- (1) Vacations are to be spread over a twelve (12) month period between January 1st and December 31st each year;
- (2) The Authority shall list the vacation eligibility of its employees and, at its discretion, determine the number of employees who may be permitted time off at any one time;
- (3) Vacations may be divided by the number of weeks in the employee's vacation. Employees with two (2) or more weeks of vacation may elect to use one (1) of those weeks in 8-hour increments;
- (4) In the event a day recognized as a holiday under Article XIII is observed during an employee's vacation, the employee may take either the day before or the day after his/her scheduled vacation as a make-up vacation day. A request for a make-up vacation day must be submitted at least seven (7) calendar days in advance of the requested scheduled vacation.
- (5) After the November vacation selection period, additional vacation weeks that become available for selection will be posted during the sign-up periods designated in Section 7.03. Additional vacation weeks shall be posted only for the period covered by the sign-up;

B. Selection

- (1) With the exception of vacation time used in 8-hour increments, vacations are to be selected during the month of November for the coming year;
- (2) When vacation periods are posted for selection, all employees will, in order of their seniority, select their vacation period or leave their selection of vacation period with an officer of the Union, or authorize some person to act on their behalf, to make the selection as it becomes their turn, in accordance with their seniority;
- (3) Failure to select a vacation period, as this section provides, will obligate the employee to select any period left open at the end of the vacation pick. Failure to make such selection after the end of the vacation pick will require the Authority to assign the employee's vacation;
- (4) Additional vacation weeks available for selection in accordance with subsection 12.05 - A.4. will be picked by employees in seniority order.
- (5) Vacation time used in 8-hour increments:
 - a. May not be used more than three (3) days consecutively;
 - b. Requires prior approval of the employee's Department Manager or designee;
 - c. Will be considered for approval on a "first-come, first-served" basis beginning with the November vacation selection period for the following calendar year;
 - d. Unless otherwise excused, requests for time off must be submitted at least 7 days prior to the date requested off;
 - e. May not be carried over to the following calendar year. Unused vacation time will be paid to the employee after the conclusion of the calendar year;
 - f. In no case may such vacation time be requested less than 72 hours in advance of the day desired.

ARTICLE XIII - HOLIDAYS

Section 13.01: Recognized Holidays

EMPLOYEES SHALL receive holiday pay for six (6) holidays (or the day on which the holiday is observed if different from the holiday):

Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day
Fourth of July
Labor Day

If a holiday falls on the scheduled day off of a Maintenance employee, the employee may take the last scheduled work day prior to the holiday or the first scheduled work day after the holiday as the holiday.

In addition to the above, Part Time Operators shall receive a floating holiday, calculated at 4 hours pay per Section 19.06(C). The floating holiday must be requested a minimum of five (5) days prior to the day requested for a floating holiday and must be approved by the Department Manager.

Section 13.02: Holiday Pay

ALL EMPLOYEES who do not work on these days shall receive eight (8) hours' pay at straight time, except employees on leave of absence, inactive status, or absence due to illness.

Any employee who works on the above holidays, other than time up to two (2) hours which is worked by an employee at the start or end of the employee's regular shift, shall be paid one-and-one-half (1-1/2) times his straight time rate for all time worked.

Section 13.03: Eligibility For Holiday Pay

EMPLOYEES WHO do not work their last full scheduled assignment before, their scheduled assignment(s) the day of a holiday, and their first full scheduled assignment after the holiday shall not receive pay for the holiday. Individuals on leave of absence are not eligible for holiday pay unless otherwise approved in writing.

ARTICLE XIV - BEREAVEMENT PAY

IN THE event of the death of an employee's present spouse, children, father, mother, brother or sister, stepchildren or step-parents, mother-in-law, father-in-law, grandmother, grandfather or grandchild, the employee shall be granted, upon application thereof, necessary time off to attend the bereavement arrangements, etc., up to a maximum of three (3) calendar days, and shall receive eight (8) hours at straight time pay for each day's time lost within these limits. It is agreed that the days indicated shall be consecutive calendar days, one of which must be the day of the bereavement service. In the event of the death of an employee's foster parent, the employee shall be granted, upon application thereof, one (1) day off to attend to the bereavement arrangements, etc., and shall receive eight (8) hours pay at straight time for the day's time lost.

In the event an employee must travel more than three hundred (300) miles one way for the bereavement service the employee shall be granted two (2) additional bereavement days without pay.

ARTICLE XV - JURY DUTY PAY

AN EMPLOYEE called for jury duty shall be paid for any lost wages resulting from such duty, based on the difference between the fee received for such duty and the wages of his/her work assignment.

Pay for jury duty shall not be paid to any employee who volunteers for such duty.

An employee subpoenaed to testify in any court in any jurisdiction or before any duly constituted authority having the power of subpoena, and which such subpoena shall be the result of an accident, occurrence or incident which took place while the employee was on duty for the Authority, shall be paid for any lost wages resulting from such subpoena less any fee received. Such payment shall be based upon the wages the employee would have drawn had he/she been available for duty according to his/her regular work assignments. The Authority shall provide the employee with a form to be filled out and signed by an official of the Court or duly constituted authority having the power of subpoena, and such signed forms shall be returned to management as the basis for payment of lost wages under this Article.

An employee subpoenaed to testify, in any court in any jurisdiction or before any duly constituted authority having the power of subpoena, for reasons unrelated to the Authority shall be granted time off without pay to comply with the subpoena. Employees released for a subpoena must contact the Authority when released and return to work if needed. Employees required to return to work will not be required to work beyond the hours of their previously scheduled shift.

ARTICLE XVI - HEALTH AND LIFE INSURANCE

During the term of this Agreement, the Authority agrees to make available group health benefit coverage, approved by the Authority, for eligible regular full time employees who have completed their probationary period, who elect to participate, covering certain hospitalization, surgical and medical expenses for employee-only coverage and for eligible dependent coverage. The Authority agrees to contribute 80% of the required monthly cost of coverage under whichever Authority offered health program selection is made by an eligible employee with the remaining cost (if any) to be paid in full by the employee.

In addition, during the term of this Agreement, the Authority agrees to make available group dental benefit coverage, approved by the Authority, for eligible regular full time employees who have completed their probationary period, who elect to participate, covering certain dental expenses for employee-only coverage and for eligible dependent coverage. The Authority agrees to contribute up to a maximum of the following toward the required monthly cost of providing coverage under whichever Authority offered dental program selection is made by an eligible employee with the remaining cost (if any) to be paid in full by the employee:

EMPLOYER DENTAL INSURANCE CONTRIBUTIONS:

	Current	October 1, 2017	October 1, 2018	October 1, 2019*
Single coverage:	\$27.42	\$27.42	**	**
2 person:	\$49.29	\$49.29	**	**
Family	\$83.65	\$83.65	**	**

** A specific dollar figure equivalent to 90% of the total premium for the plan(s) involved.

Employees become eligible to participate in the group benefit programs within a reasonable period of time following completion of the probationary period and subject to any enrollment requirements that may be established under the program.

Specific terms and conditions governing the group health, vision or dental benefit programs are set forth in the master policy or policies governing the program or issued by the insurance carrier or carriers. The Employer reserves the right to determine the method of providing the group health benefit programs, including the selection of any insurance carrier or carriers (if any), third party administrators, self-insured or preferred provider arrangements.

In the event that an employee quits or the employee's employment with the Authority is otherwise terminated, the group health benefit program(s) shall continue in effect until the end of the last day of the group health, vision and dental benefit program month in which the quit or other employment termination occurs. In the event an employee is on layoff status or on leave of absence status, the group health, vision and dental benefit program shall continue in effect until the end of the last day of the group health benefit program month in which the layoff or leave of absence occurs, except that in the case of a medical leave of absence, the group health benefit program shall continue in effect until the end of the last day of the first (1st) full group health benefit program month following the month in which the medical leave of absence occurs.

Additional Provisions

1. The Authority shall provide a Section 125 plan for employees to pay contributions for health care coverage with pre-tax dollars.
2. If a husband and wife are both employees of the Authority and eligible for health insurance coverage, only one may elect health insurance coverage; the other shall be compensated under the terms of the Authority's annual health insurance waiver program. Effective the month following the effective date of the parties Agreement, whichever is later), the amount will be 50% of the single coverage Employer contribution amount.
3. Term Life Insurance and Accidental Death and Dismemberment coverage will be \$20,000.00. The weekly indemnity for the Short-term Disability Plan will be \$300 for up to 26 weeks. Dental coverage will continue to be provided.

4. An open enrollment for each of the health care plans shall be held once annually. Employees may change their coverage for life changing events, as prescribed by the health care providers, in addition to any other movement the health care providers may allow.
5. The Authority shall maintain and continue to pay the employer's portion of the health insurance premium for the time that an employee's absence is covered under the Family and Medical Leave Act.
6. The Authority shall maintain and continue to pay the employer's portion of the health insurance premium for an employee's absence covered under worker's compensation.
7. The Authority reserves the right to select or change the insurance carriers providing the above benefits, to be a self-insurer, either wholly or partially with respect to such benefits, and to choose the administrator of such programs, provided the level of such benefits and costs to the employees shall remain substantially similar to those previously in place (including the deductibles, office visits, and prescriptions listed in paragraph 2) and costs to employees shall remain equal or better than those agreed upon.
8. Employer reserves the right to offer insurance plans in addition to the plan currently in place.
9. The Employer contribution for the later years shall be no more than a 10% increase over the prior year. Should the formulas agreed to in this Section result in an increase in the Employer contribution that is more than a 10% increase in the prior year's contribution, the increase in the Employer's contribution shall be limited to a 10% increase and the contract will be re-opened solely for the purpose of negotiating replacement coverage and/or revisions to the coverage.
10. Unless otherwise agreed, ten days prior to the expiration of the parties Agreement, the Employer contribution toward monthly health insurance premiums shall convert from a percentage to the specific dollar amount(s) being contributed at that time.
11. For those individuals who elected to participate in the HSA qualifying health insurance plan during the open enrollment for plan year starting October 1, 2017, the Authority shall contribute \$750 for single plan participants, \$1250 for two person plan participants, and \$2200 for family plan participants. Future contributions, however, shall be subject to negotiations following the Authority's receipt of the plan rates for the plan year starting October 1, 2018.

ARTICLE XVII – PAID PERSONAL LEAVE

Section 17.01: Paid Personal Leave Allowance

Full-time employees shall be credited with fifty-six (56) hours of Paid Personal Leave each year on the seniority date. An employee who has worked less than 1,680 hours in the prior 12 months shall be credited with a proportionate share of Paid Personal Leave.

Section 17.02: Usage

Paid Personal Leave must be used when an employee is absent from work to insure that the employee receives a minimum of 8 hours (6 hours for Extra Board operators, unless they have a longer assignment scheduled). This leave may be used in increments of not less than .25 hours, with a minimum use of 2 hours required for Bus Operators and .5 hours for Maintenance and Facility employees. When Paid Personal Leave is used to cover a partial work shift, the amount of time used may be adjusted to match a standard bus operator relief point.

Section 17.03: Conditions of Use

Paid Personal Leave will not count in determining hours worked for overtime. Using this leave will cause an employee to lose their daily guarantee, unless advance written approval is received from the employer. It will also cause an employee to lose their holiday pay if used immediately before or after a holiday, unless advance written approval is received from the employer. A minimum notification of 30 minutes must be given prior to the usage of paid personal leave. In the event of an emergency, the notification period will be waived.

Section 17.04: Accrual

Paid Personal Leave may be accrued with no maximum limit.

Section 17.05: Cash Out

Paid Personal Leave may be cashed out (up to 40 hours annually) by submission of a written request by December 1 of each year. Any Paid Personal Leave remaining upon termination of employment will be paid to employee with their last payroll check.

ARTICLE XVIII – RETIREMENT BENEFITS

Section 18.01: Interurban Transit Partnership and Amalgamated Transit Union Pension Plan.

Effective upon the effective date of the parties Agreement, Interurban Transit Partnership and Amalgamated Transit Union Pension Plan (“Defined Benefit Plan”) shall be considered amended so that no individual shall accrue additional Years of Benefit Service or additional benefits under the Defined Benefit Plan after the day prior to the effective date of the parties Agreement. Individuals who have not yet vested shall continue to vest under the terms of the Defined Benefit Plan but shall not accrue additional years of service beyond the effective date of the parties’ Agreement. The Authority shall remain obligated to fund benefits that accrued prior to the effective date of the parties Agreement under the terms of the Defined Benefit Plan.

Authority counsel, in conjunction with counsel for the Union, shall provide the parties with a conforming Amendment to the Plan within 60 days of ratification of this Agreement. The Proposed Amendment shall be adopted by the Joint Pension Committee as soon as possible and any dispute about the terms of the Proposed Amendment shall be submitted to the Michigan Employment Relations Commission for dispute resolution in accordance with Public Act 336 of 1947, as amended (MCL 423.201 et seq.).

Section 18.02: Defined Contribution Plan.

Effective no later than 60 days following the ratification of this Agreement, the parties agree that all represented employees shall participate in the ATU Section 457 Deferred Compensation Plan (“Plan”). The Authority shall make non-elective contributions to the Plan totaling 6% of each eligible employees W-2 wages (i.e. wages for federal income tax withholding purposes, including employee elective contributions from Authority earnings) for all wages earned after the effective date of the parties’ Agreement. Employees shall contribute 1% of their W-2 wages via a non-elective contribution through a salary deduction (hereby authorized) following the effective date of the parties’ Agreement. Payments to the Plan shall be in accordance with Plan requirements and employees shall have the option of contributing additional elective amounts to the Plan through salary reduction contributions.

Effective upon the one year anniversary of the parties Agreement, the Authority will match up to 1% of additional elective employee contributions in excess of the 1% non-elective contribution already authorized.

Combined Authority and Employee contributions shall not exceed plan limits. Employee contributions shall be non-forfeitable and 100% vested, however, Authority contributions shall vest in accordance with the following schedule:

Years of Service*	Percent Vested
1	20%
2	40%
3	60%

4	80%
5	100%

(*including service prior to the effective date of this Agreement). All current employees and new employees shall be eligible to participate in the Plan upon completion of their probationary period (as defined in this Agreement).

Should the Plan elect any change that increases the administrative expense, fees or burden on the Authority, the Authority may cease its participation in the plan and the parties agree that this Agreement shall reopen for the purpose of negotiating an alternative defined contribution plan upon written notice to the Union. In the case of such a reopener, the parties shall negotiate over the selection of an alternative defined contribution plan only, and all other provisions of this Section 18.02 (including the contributions required of the Authority and employees, and the vesting schedule) shall not be subject to negotiations and shall remain in full force and effect. The failure of the parties to reach an agreement on the selection of an alternative defined contribution plan shall not absolve the Authority of its obligations to make contributions, and during negotiations it shall continue to make all contributions to the ATU Section 457 Deferred Compensation Plan until an alternative plan has been selected. In the event that the parties cannot agree on the selection of an alternative defined contribution plan, either party may submit the dispute the Michigan Employment Relations Commission for dispute resolution in accordance with Public Act 336 of 1947, as amended (MCL 423.201 et seq.)

ARTICLE XIX - PART-TIME OPERATORS

Section 19.01: Authority To Use Part-Time Operators

THE AUTHORITY may utilize Part-Time Operators at its discretion and whenever it is economically desirable to operate any service it provides, subject to the following conditions.

Section 19.02: Number Allowed

THE NUMBER of Part-Time Operators shall not exceed seventeen percent (17%) of the number of Full Time Operators in the initial year of the parties Agreement and shall increase to eighteen percent (18%) of the number of Full Time Operators in the second year and twenty percent (20%) of the number of Full Time Operators in the third year of the parties Agreement.

Section 19.03: Layoff And Call-Back Procedure

IF LAYOFFS are required at a time when the Authority employs both Full-Time and Part-Time Operators, all Part-Time Operators shall be laid off first. Full-Time Operators may elect to bump the senior Part-Time Operator rather than go on layoff status. An Operator's refusal to accept such employment shall not prejudice his/her right to be recalled to full-time employment in accordance with the Contract.

Should a Full-Time Operator be called back and accept part-time work, they will 1) receive their regular rate of pay as a Full-Time Operator, and 2) receive all fringe benefits entitled to Full-Time Operators. Compensation will be based solely on the number of hours worked with no daily or weekly guarantee.

If a Full-Time Operator on layoff status is offered part-time work, but does not choose to work in a part-time capacity, that work may be offered to Part-Time Operators. The Authority agrees not to layoff Full-Time Operators to create part-time work.

Section 19.04: Seniority

PART-TIME OPERATORS shall accumulate seniority as Part-Time Operators only. Promotion of a Part-Time Operator to Full-Time status will be based upon seniority, except when an employee has a current disciplinary action in his/her file. Any such action may be used as a basis for disqualifying the individual from full-time employment until such time as it is cleared from the record.

Any Part-Time Operator who is promoted to Full-Time status shall be paid at his/her attained rate of pay and shall be credited with years of service for vacation allowance for use in the next calendar year based on the following formula:

$$\frac{\text{Total number of hours worked as Part-Time Operator} + \text{number of hours worked as Full-Time Operator from time of promotion through December 31}}{2080} = \text{Years of Service (round down to the nearest whole number)}$$

Any Full-Time Operator transferring to Part-Time Operator status shall be paid at his/her attained rate of pay and shall earn vacation in accordance with Section 19.06B.

Any Full-Time Operator who, as a result of layoff, becomes a Part-Time Operator, shall take the status of a Part-Time Operator during the period of his/her part-time employment.

Should such employee later return to full-time status, he/she shall take his/her status as a Full-Time Operator as if he/she had not elected to become a Part-Time Operator.

Section 19.05: Hours Restricted

PART-TIME OPERATORS shall work no more than 29 hours per week (Monday through Sunday) without prior written agreement between the Authority and the Union.

Section 19.06: Benefits

PART-TIME OPERATORS shall receive the following allowances and benefits:

- A. Uniform consisting of two (2) pair of trousers, three (3) shirts, regular tie and sweater or lightweight fleece-lined jacket, upon qualification as an Operator.

Any Part-Time Operator whose employment is terminated, either voluntarily or for disciplinary reasons, before the first anniversary date of employment, shall immediately reimburse the Authority for the cost of the uniforms provided at the time of employment. Any Part-Time Operator who fails to immediately reimburse the Authority shall, pursuant to MCLA 408.477, have the cost of the uniforms deducted by the Authority from his wages due and owing.

After one (1) year service, Part-Time operators shall receive a semi-annual uniform allowance on October 1st and April 1st of seventy-five (\$75) dollars.

- B. Vacation pay shall be calculated on the basis of four (4) hours' pay for each 208 hours worked during the previous calendar year.
- C. Holiday pay will be calculated at the rate of four (4) hours' pay for each holiday.
- D. Part-Time Operators shall be entitled to receive the same benefits available to Full-Time Operators referenced in Sections 6.12, 6.13, 6.14 and Article XI of this Agreement.
- E. Effective July 1, 2000, Part-Time Operators will be provided \$10,000 of Term Life Insurance with an additional equivalent value (\$10,000) of Accidental Death and Dismemberment coverage.

Section 19.07: Run Restrictions

THE AUTHORITY shall designate the runs or other special trips which will be available to Part-Time Operators. The Authority may designate any service it provides to be operated by Part-Time Operators.

Part-Time Operator assignments will be subject to the following:

- A. Part-Time Operators will not be assigned to the Extra Board.
- B. Part-Time Operators will not be assigned to charter service.

Section 19.08: Governing Work Rules

PART-TIME OPERATORS will be covered under those sections of this Agreement that pertain to grievances/arbitration, Union membership, probationary periods and seniority. They will also be governed by the rules/regulations affecting Full-Time Operators referenced in Sections 6.06, 6.07, 6.08, 6.12, 7.02 and 7.06.

Section 19.09: Pay Rate

THE HOURLY wage rate for Part-Time Operators shall be the same as for Full-Time Operators, per Section 6.01.

Section 19.10: Retired Operator Preference

RETIRED OPERATORS, if qualified, shall be given preference in hiring as Part-Time Operators. Retired Operators working in a part-time capacity will be paid at the Full-Time Operator rate.

Section 19.11: Attendance Policy

Except as provided in Section 6.04 of the Collective Bargaining Agreement, employees are required to work their scheduled shift and/or pieces of work each day, including additional pieces of work or shifts employee agrees to or is required to work. Part-time Bus Operators are required to work a minimum of 15 hours per week.

Part-time Bus Operators may be absent from their scheduled work shifts without penalty by using available time off. Using this available time off will not result in the assessment of attendance points:

- (1) Guaranteed Days Off. These are unpaid days, limited to three per calendar year. A part-time Bus Operator starting employment after January 1 shall receive a prorated share of guaranteed days off. Guaranteed days off may be used at the sole discretion of the Bus Operator;
- (2) Vacation Time. This is time as listed in Section 19.06, and is approved for use on a seniority basis;
- (3) Leave Request. This is unpaid time off that must be approved in advance by the Transportation Manager;

An employee who does not work their scheduled shift and/or pieces of work, and is not on an approved absence as listed above, will receive attendance points for any of the following:

- Calling in less than 30 minutes prior to a scheduled work assignment = 1 point;
- Late for a scheduled work assignment or missing 2 hours or less of a scheduled work assignment = 1 point;
- Missing more than 2 hours of a scheduled work assignment = 2 points

Point totals are cumulative and multiple occurrences will carry multiple points with a maximum one day total of 2 points.

If an employee maintains a perfect attendance record for a period of ninety (90) consecutive calendar days, the attendance point(s) on his/her record issued most recently prior to the 90-day period will be removed. Perfect attendance is defined as not being absent, tardy, or missing any work time during any of the employee's scheduled shifts, with the exception of paid vacation days, holidays, jury duty, bereavement, military duty, and union business.

Attendance points will be cumulative for a rolling, continuous 12- month period. Part-time Bus Operators who receive attendance points will be addressed as follows:

- (a) 1-3 points – written warning;
- (b) 4 points – written warning and counseling session with Transportation Manager and Human Resources Representative.
- (c) 5 points – discipline up to and including discharge at the discretion of the Authority.

ARTICLE XX - MAINTENANCE PERSONNEL

Section 20.02: Normal Work Week

THE NORMAL working week of all Maintenance or Shop persons will be five (5) days, with two (2) days off to run consecutively as much as possible for each such employee. Upon request, the Fleet and Facilities Manager will meet and discuss the possibility of implementing a Four-Day work schedule for the Maintenance Department.

Section 20.03: Overtime Pay

MAINTENANCE AND Shop persons will receive compensation for employment in excess of eight (8) hours in one (1) day at the rate of one-and-one-half (1-1/2) times the hourly rate set forth in Section 6.04 hereof. The Authority guarantees a forty (40) hour work week to Maintenance and Shop persons only, provided they have no absences during that workweek. Any Maintenance or Shop person required to work on his/her days off will be paid at the rate of time-and-one-half. Any Maintenance or Shop person who volunteers to work on his/her day off shall have all hours worked in excess of 40 hours per week compensated at the rate of time and one-half (1½). This guarantee shall not cover the period of layoff for persons laid off in inverse seniority due to lack of work. This guarantee, likewise, shall not apply to an emergency beyond the control of the Authority. All overtime work in the Maintenance Department will be distributed as evenly as possible according to qualifications. Daily and weekly overtime shall not be paid for the same hours worked.

Effective the last "Sign-Up" of the parties Agreement, Maintenance and Shop persons shall receive compensation at a rate of time and a half (1 ½) for time worked in excess of 40 hours per week and shall no longer receive premium pay for work in excess of eight (8) hours per day.

Section 20.04: Uniforms

THE AUTHORITY will furnish and pay for laundry service of up to six (6) but not less than four (4) uniforms each week for each Maintenance or Shop person. Each Maintenance or Shop person will be furnished two (2) winter jackets, at least one of which will be a heavier jacket as selected by the Authority. The winter jackets will be replaced when in disrepair at the Department Manager's discretion. Maintenance or Shop persons must return any uniforms or jackets upon the termination of their employment and the Authority may deduct an amount equal to actual costs incurred by the Authority from any unreturned uniform or jacket from an individual's last paycheck or from any other monies owed that individual.

Section 20.05: Shoe Allowance

THE AUTHORITY agrees to allow each Maintenance employee a safety shoe allowance of one hundred seventy five dollars (\$175.00) on July 1st of each year of the agreement toward the purchase of up to two pair of shoes. Mechanics have the option of purchasing approved shoes on their own, and submitting a receipt for reimbursement, or purchasing from an Employer approved store with a pre-printed shoe voucher.

Procedures for administering the safety shoe program are detailed as included below:

- 1) Safety shoes may be purchased through a shoe outlet of the employee's choice. Employees must submit a receipt after purchase to be reimbursed. All shoes purchased shall be approved by the Maintenance Manager or designee prior to being worn. Employees shall be reimbursed for purchase within fifteen (15) working days after submittal of the receipt for the approved purchase. If the price of shoes is less than the allocated allowance, the Authority shall pay only the actual purchase price.
- 2) Safety shoes shall be of full leather construction, shall incorporate lace eyelets, quick lace eyelets or hook stud post, cushioned heel with arch support, polyurethane or neoprene, oil and grease resistant non-slip traction soles, either low-cut or high-cut style. Safety shoes shall conform to all State and Federal requirements for safety toe (steel toe), meeting ASTM F2413-05 specifications. Loafer, dock-siders, tennis-style, western, or engineer-styled safety shoes/boots are not acceptable alternatives. Athletic-cut safety shoes may be approved at the sole discretion of the Maintenance Manager.
- 3) Employee shall be responsible for all costs of lost, stolen, damaged, maintenance and/or repair of personal safety shoes.
- 4) The Authority will not pay for costs associated with podiatrist examinations or orthopedic modifications and/or apparatus.

Safety shoes shall be worn at all times by the employee while on duty.

Section 20.06: Tool Allowance

THE AUTHORITY agrees to reimburse each Technician for up to six hundred (\$600) dollars, per contract year toward the purchase of tools directly related to the performance of his/her job, and verified by receipts. The parties agree that technicians are responsible to supply certain hand tools and will negotiate a minimum hand tool requirement list. Any funds for purchase of tools must be used within the year earned and cannot be carried into the subsequent year. Should a technician's employment terminate within 90 days of receiving any tool allowance reimbursement, the employee shall repay the Authority the amount of the tool allowance reimbursement received and repayment may be deducted from their last paycheck or from any other monies owed that individual.

Section 20.07: Prescription Safety Glasses

THE AUTHORITY agrees to continue providing prescription safety glasses for Maintenance employees as provided below:

Only Maintenance employees who wear corrective eyeglasses to perform their normal job duties will be eligible.

The Authority will provide for each eligible employee one pair of safety glasses. Prescription changes will be limited to one per employee every two (2) years.

The Authority will not be responsible for any employee optical examinations or associated costs.

In cases of theft or loss of glasses, the employee will be fully responsible for replacement costs. The Authority will replace broken glasses and pitted lenses if damage occurred while employee was performing normal work assignments.

Employee must obtain a pre-printed authorization slip from the Maintenance Department prior to going to the provider.

The optical program will be administered through the current provider's industrial eye protection plan. All guidelines and limitations written into this plan are understood and accepted. The plan includes:

- Selection of six (6) styles of frames as designated by the Authority.
- Selection of two (2) different lens materials - plastic or glass.
- Free frame adjustment.
- Tinted lenses only if identified in eye prescription.
- Permanently attached side shields and glasses case.
- Prescription lenses to include nine (9) variations as described.
- There will be no exceptions to this plan as described.

Section 20.08: Minimum Pay For Call-In Or Call-Back Work

ANY MAINTENANCE or Shop person called for work at any time other than his/her regular day or shift and/or having left the Authority property, will receive a minimum of two (2) hours pay.

Section 20.09: Rest Period

ALL MAINTENANCE employees shall be permitted a fifteen (15) minute rest period and a twenty (20) minute lunch period per day. A five (5) minute clean-up period shall be allowed at the end of the daily shift. An employee who has performed eight (8) or more hours actual work and/or completed all of their assigned work shall be given a rest period prior to their next work day of no less than eight (8) hours.

Section 20.10: Pay For Physical Examination

ALL MAINTENANCE employees shall receive one (1) hour's pay at the straight time wage rate as an allowance for the time spent in taking a physical exam during off-duty hours.

Section 20.11: Procedure If Unable To Work

ANY MAINTENANCE or Shop person not available for work assignment shall call the Maintenance Shift Supervisor at least thirty (30) minutes before the scheduled shift report time, and state their name and reason for not coming to work.

Section 20.12: Management Right To Assign Work

IT IS the general policy of the Authority, in accordance with its Maintenance needs, to use its employees on work for which they are best qualified, reserving to the Authority the right to judge qualifications and to assign its employees to such work as it may deem necessary.

The employee may not refuse a work assignment without just cause and will perform all work assignments to the best of their ability and endeavor to acquire all knowledge possible to better enable them to perform their assignment well and efficiently.

The Authority shall determine how many of its employees are needed in each of its classifications on each of its work shifts, including the days off.

The Authority shall appoint a lead person whenever the shift supervisor is unavailable (including by telephone) for more than two (2) hours during the hours of 11:00 p.m. Sunday through 11:30 p.m. Friday.

Section 20.13: Probationary Period

ALL NEW technicians hired as herein specified shall work as probationary employees for a period of ninety (90) calendar days. During the 90 day probationary period, each person so engaged shall be regarded as a probationary employee, during which time the Authority may, at its sole discretion, terminate said employee's relation. Should it deem necessary, the probationary period may be extended at the discretion of the Authority for up to sixty (60) days. Thereafter, probationary periods may be extended upon the mutual agreement of the parties.

After the expiration of the probationary period, if the employee is retained by the Authority, he/she shall then come under the provisions and protection of this Agreement. The Authority shall notify the Secretary of the Union, in writing, of the names and addresses of employees who have completed their probationary period to the satisfaction of the Authority and are, thereby, eligible to become members of the Union.

Maintenance probationary employees shall not be eligible for lead person duties, regularly scheduled overtime assignments, promotions, minimum call-in/call-back pay, minimum physical examination pay, minimum meeting pay, transportation cards, holiday pay, bereavement pay, jury duty pay, paid personal leave, and shift premium. In addition, shoe allowance, tool allowance, license renewal, prescription safety glasses or reimbursement for job-specific certifications shall not be reimbursed until employee has successfully completed the probationary period. The heavier jacket specified in Section 20.04 shall not be purchased until employee has successfully completed the probationary period.

Section 20.14: Seniority

THE SENIORITY of all Maintenance and Facility employees covered by this Agreement shall be determined by the length of service in their respective Departments.

Technicians transferring amongst Authority Departments shall have ninety (90) consecutive calendar days to return to their original department without loss of seniority. Technicians who stay in a new department for more than ninety (90) consecutive days shall have the seniority in their original department frozen as of the date prior to the first day worked in the new department. Technicians transferring to their original department after the 90 days shall return with their frozen seniority. Except as provided in Section 20.19, Technicians may only return to their original department if a vacancy exists within that department.

Section 20.15: Technician Classifications

Technicians will be classified according to Technician qualifications as outlined in Appendix 1. The Authority will not limit the number of employees in any specific classification. Once an employee meets classification standards for a different classification, the employee shall be reclassified at the beginning of the next pay period following the date that the employee submits all necessary paperwork. Shop union representatives will be notified concerning reclassification of Technicians.

Section 20.16: Disciplinary Procedures

FOREMEN RECOMMENDING discharge or disciplinary action against an employee shall submit a written report covering same.

Section 20.17: Reference To Wages And Benefits

A.	Wages	As Listed In Section 6.01
B.	Vacations	As Listed In Article XII
C.	Holiday Pay Bereavement Pay Insurance	As Listed In Article XIII As Listed In Article XIV As Listed In Article XVI
D.	Accident and Incident Reports	As Listed In Section 6.11
E.	Reductions in Personnel Reemployment	As Listed In Section 20.19 As Listed In Section 8.04

Section 20.18: Layoff Procedures

WHEN NECESSARY to reduce the regular force of Maintenance or Facility employees, layoffs shall be in the inverse order of seniority within the respective department. A Technician that is laid off in one department, who has seniority status within another department, may displace an employee within that department that has less seniority.

In the reemployment of persons in accordance with paragraph one above, the following procedure shall be followed:

First: The Authority will attempt to notify each person to be reemployed to report for work, by Certified U.S. Mail (return receipt requested) or by telegram. Such letter or telegram shall be directed to the last known address of such person, and a copy thereof shall be furnished to the Union. By so doing, the Authority shall have discharged its notice obligations under this Section. Employees who were laid off must keep the Authority and the Union supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and reemployment rights hereunder.

Second: Persons so notified to report for work must report for work within fourteen (14) days after date of mailing or sending of telegram or lose their seniority and reemployment rights hereunder.

ARTICLE XXI - UNPAID LEAVE OF ABSENCE – FMLA

1. Family Medical Leave Act. Employees who have been employed for at least 12 months and have actually worked at least 1,250 hours during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

- (a) The birth of a son or daughter, and to care for the newborn child;
- (b) The placement with the employee of a son or daughter for adoption or foster care;
- (c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- (d) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.
- (e) Because of any "qualifying exigency" arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

An eligible employee is entitled to a total of 12 workweeks of leave for the reasons listed in subparagraph's (a) through (e) during a "rolling" 12-month period measured backward from the date an employee uses any leave.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a "covered servicemember" shall be entitled to a total of 26 workweeks of leave to care for the servicemember and/or in combination with their 12 weeks of leave for the reasons previously described. Employees are, at most, entitled to combined general leave and servicemember family leave totaling 26 weeks during any "rolling" 12-month period.

Employees desiring leaves of absence under this section shall provide written notice to their supervisor setting forth the reasons for the requested leave, the anticipated start date of the leave, and its anticipated duration. With the exception of the agreed upon amount of vacation time allowed to be used in 8-hour increments (described Section 12.05(A)(3)), employees must utilize all available paid leave prior to going on unpaid leave, and may be required to provide medical or military certification of the need for the leave to Human Resources. FMLA leave shall run concurrently with paid or unpaid leave. For the purposes of this Section, spouses shall be treated as a single eligible employee for determining the aggregate amount of leave they are eligible for. Under no circumstances shall this Section be interpreted as granting rights beyond those granted by the Family Medical Leave Act.

2. Discretionary Medical Leave. The Authority may grant additional leave, up to a total of 12 months of combined FMLA and discretionary leave, for individuals who request leave at least 30 days in advance (unless otherwise excused) and provide medical certification of the need for additional leave beyond that provided under the FMLA. Individuals on discretionary leave must promptly notify the Authority of changes in their condition, are responsible for the entire cost of any insurance coverage that is continued during their discretionary medical leave, and must provide acceptable return to work certification. The Authority reserves the right to have the

individual evaluated by a health care practitioner of its choosing to verify the need for leave and confirm the individual's ability to safely return to work.

ARTICLE XXII – INTENT AND WAIVER

The parties 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 all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Authority and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively, except by mutual agreement, with respect to any subject or matter known to the parties at the time of negotiations or which could have been known by reasonable diligence.

This Agreement expresses the complete understanding of the parties on the subject of wages, working conditions, hours of work, benefits and conditions of employment. No past practices shall be binding on the Authority during the duration of this Agreement, unless reduced to writing and signed by the parties. It is the intent of the parties hereto that the provisions of this Agreement will supersede all prior agreements or understanding, oral or written, express or implied between such parties, shall govern their entire relationship and shall be the sole source in any and all rights or claims which may be asserted. Any Agreement, including this Agreement, reached between the Authority and the Union is binding on all employees in the bargaining unit and cannot be changed in any manner by any individual employee or group of employees.

ARTICLE XXIII - PERIOD OF CONTRACT

THE TERMS of this Agreement shall be effective the pay period following ratification, and shall remain in full force and effect through December 11, 2020, and from year to year thereafter, except, however, that,

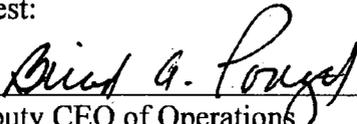
Either party desiring to terminate, modify, or amend the terms of this Contract at the expiration or anniversary date of the same, shall give not less than sixty (60) days prior notice in writing to the other party for such intention to terminate, modify, or amend the Contract at its expiration or anniversary date.

Emergency Manager. An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, has the authority to reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.

IN WITNESS WHEREOF, the Authority and the Union have caused this Agreement to be duly executed by their proper authorized officers the day and year first above written.

INTERURBAN TRANSIT PARTNERSHIP

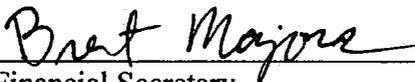
Attest:

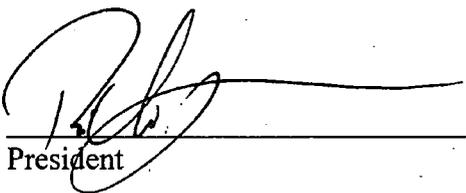

Deputy CEO of Operations


Chief Executive Officer

AMALGAMATED TRANSIT UNION LOCAL 836

Attest:


Financial Secretary


President

December 15, 2017
Date Signed

Grand Rapids, Michigan
Location

APPENDIX 1 – TECHNICIAN CLASSIFICATION

CLASSIFICATION	CERTIFICATION	EDUCATION/EXPERIENCE
Master Technician	At a minimum: Must hold and maintain ASE Certified Master Heavy Duty Truck for diesel engines or Transit Bus. Must hold 608 and 609 Air Conditioning certifications. Must have a certificate of course completion or demonstrate proficiency in Arc, Mig, and Gas welding. A minimum of 90 days service as a Certified Class I, II or a Class III technician at the Authority.	Any combination of technical education and experience equivalent to five years of verifiable experience in problem diagnosis, repair, and inspection of medium or heavy duty with air brakes diesel buses and/or medium or heavy duty with air brakes and construction equipment.
Technician Class I	At a minimum: Must hold and maintain any four ASE Truck or Transit Bus Technician Certification tests, one of which must be Test T6 or H6 Electrical Systems. Must hold 608 and 609 Air Conditioning certifications.	Any combination of technical education and experience equivalent to four years of verifiable experience in problem diagnosis, repair, and inspection of a variety of medium or heavy duty with air brakes diesel buses and/or medium or heavy duty with air brakes truck and construction equipment.
Technician Class II	At a minimum: Must hold and maintain any three ASE Truck or Transit Bus certification tests or Michigan State Truck Technician Certifications. Must hold 608 and 609 Air Conditioning certifications.	Any combination of technical education and experience equivalent to three years of verifiable experience in problem diagnosis, repair, and inspection of a variety of medium or heavy duty with air brakes diesel or gas buses and/or medium or heavy duty with air brakes truck and construction equipment.
Technician Class III		Prefer some knowledge in repairing automotive equipment and be reasonably familiar with engine and chassis units and general auto repair equipment. Good mechanical aptitude and powers of observation, in

		addition to good physical condition (strength, vision, hearing), and initiative and resourcefulness in handling repair problems.
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Technicians rated as Class I or Class II as of 6/30/2002 who performs work at their classified level shall retain their respective classification. They shall be compensated at the "uncertified" level for their classification. Any technician who becomes "certified" at any classification is ineligible to return to an uncertified classification, except Class III Technician. A Technician who holds ASE certifications who is unable to complete recertification's necessary to maintain that status shall have a period of six months to obtain the necessary certifications or recertification's. During that period, the Technician shall continue to be paid at their current rate. If the Technician is unable to obtain the necessary certifications or recertification's when the 6-month period expires, the Technician will be reclassified to the level appropriate to the certifications currently held.

CLASSIFICATION	CERTIFICATION	EDUCATION/EXPERIENCE
Master Body Technician	At a minimum: Must hold and maintain ASE Certified Master Collision Repair/ Refinishing Technician. Must hold 608 and 609 Air Conditioning certifications. Must have a certificate of course completion or demonstrate proficiency in Arc, Mig, Tig and Gas welding. A minimum of 90 days service as a Certified Class I, II or a Class III technician at the Authority.	Any combination of technical education and experience equivalent to five years of verifiable experience in collision repair, painting and refinishing in the automotive or transportation field.
Body Technician Class I	At a minimum: Must hold and maintain ASE Certified Master Collision Repair/Refinishing Technician. Must hold 608 and 609 Air Conditioning certifications.	Any combination of technical education and experience equivalent to four years of verifiable experience in collision repair, painting and refinishing in the automotive or transportation field.
Body Technician Class II	At a minimum: Must hold and maintain any combination of three ASE or State equivalent certifications: Painting & Refinishing; Non-Structural Analysis & Damage Repair; Structural Analysis & Damage	Any combination of technical education and experience equivalent to three years of verifiable experience in collision repair, painting and refinishing in the automotive or transportation field.

CLASSIFICATION	CERTIFICATION	EDUCATION/EXPERIENCE
	Repair; Mechanical & Electrical Components. Must hold 608 and 609 Air Conditioning certifications.	
Body Technician Class III		To possess mechanical aptitude and general knowledge of automotive repair. Under general supervision, be capable of performing the full range of body and mechanical repair to a variety of gas and/or diesel powered buses and related vehicles. To work with some latitude for independent judgment and responsibility to all equipment.
Master Building & Grounds Technician	At a minimum: Must hold and maintain IMI Certified CMI-III Technician. Must hold 608 and 609 Air Conditioning certifications. A minimum of 90 days service as a Certified Class I, II or III Technician at the Authority.	Any combination of technical education and experience equivalent to five years of verifiable experience in problem diagnosis, repair, and inspection of a variety of building, maintenance, and construction equipment.
Building & Grounds Technician Class I	At a minimum: Must hold and maintain IMI Certified CMI-II Technician. Must hold 608 and 609 Air Conditioning certifications.	Any combination of technical education and experience equivalent to four years of verifiable experience in problem diagnosis, repair, and inspection of building, maintenance, and construction equipment.
Building & Grounds Technician Class II	At a minimum: Must hold and maintain IMI Certified CMI-I Technician. Must hold 608 and 609 Air Conditioning certifications.	Any combination of technical education and experience equivalent to three years of verifiable experience in problem diagnosis, repair, and inspection of a variety of building, maintenance, and construction equipment.
Building & Grounds Technician Class III	To work under general supervision but with some	Any combination of technical education and experience

CLASSIFICATION	CERTIFICATION	EDUCATION/EXPERIENCE
	latitude for independent action and judgment. With responsibility for all equipment repair by applying basic skills, knowledge and experience to all phases of maintenance to building, grounds, and shop equipment.	equivalent to two years of verifiable experience in problem diagnosis, repair, and inspection of a variety of building, maintenance and construction equipment.

Classification	Certification	Education/Experience
Master Electrical Technician	At a minimum: Must pass the MECP Basic Installation Technician, Advanced Installation Technician, and the Master Installation Technician tests. ASE Transit Electrical (H6) and Transit Preventive Maintenance (H8). A minimum of 90 days service as a Certified Class 1, 2 or a Class 3 technician at the Authority.	Any combination of technical education and experience equivalent to five years of verifiable experience in 12/24v electrical systems. Experience in mobile video systems both in installation and in servicing.
Electrical Technician 1	At a minimum: Must pass the MECP Basic Installation Technician and Advanced Installation Technician tests. ASE Transit Electrical (H6)	Any combination of technical education and experience equivalent to four years of verifiable experience in 12/24v electrical systems. Experience in mobile video systems both in installation and in servicing.
Electrical Technician 2	At a minimum: Must pass the MECP Basic Installation Technician test.	Any combination of technical education and experience equivalent to three years of verifiable experience in 12/24v electrical systems. Experience in mobile video systems both in installation and in servicing.

Classification	Certification	Education/Experience
Electrical Technician 3		<p>Knowledge in vehicle electrical systems and repair.</p> <p>Knowledge of 12/24v electrical systems.</p> <p>Knowledge in wiring schematics. Good mechanical aptitude and powers of observation, in addition to good physical condition (strength, vision, and hearing).</p> <p>Proficiency of the basic Microsoft software packages including Word and Excel.</p> <p>Experience in mobile video systems both in installation and in servicing.</p>