

K#9488



**Agreement Between**

**SERVICAR OF MICHIGAN, INC.**

**And**

**AMALGMATED TRANSIT  
UNION AFL-CIO  
LOCAL 1564**

**September 1, 2013 through August 31, 2016**

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## **AGREEMENT**

THIS AGREEMENT made and entered into by and between Servicar of Michigan, Inc. hereinafter referred to as the "Company", and Local 1564 of the Amalgamated Transit Union, AFL-CIO hereinafter referred to as the "Union".

### **WITNESSETH:**

That the parties hereto contract and agree as follows:

### **ARTICLE 1 RECOGNITION:**

**Section 1.** The company recognizes the Union as the duly designated and sole collective bargaining representative for all employees in the occupations as set fourth in the wage provisions hereof, or any substantially similar occupations if the same are created in the groups and departments as set fourth herein.

**Section 2.** When the term employee is used in this agreement, it shall mean an employee coming within the scope of the Agreement.

**Section 3.** The Company recognizes the established contractual rights, responsibilities And value of the Union and has no objection to its employees becoming members of the Union. The company specifically will not tolerate on the part of its representatives any discrimination or activity whatsoever against the Union. (However, Union members will not be allowed to make false or derogatory remarks about the Company or its management to either clients or the public.)

### **ARTICLE 2 MANAGEMENT**

**Section 1.** The Company shall have the exclusive right to manage its business including the direction of its employees, the right to plan, direct and control all operations, to select customers, the right to decide the number and location of routes, to study and introduce other improved methods of operating the Company's business. In addition, and subject to the collective bargaining agreement, the Company shall have the rights to suspend and discharge employees for just cause or to transfer employees or relieve employees from duty because of lack of work or other valid reasons, and establish and maintain reasonable rules and regulations to govern employees during their periods of employment with the Company, with the understanding that changes in work rules will become effective after proper posting of the changed rule. Rules shall be administered in a fair and equitable manner.

### **ARTICLE 3 EMPLOYEE – COOPERATION**

**Section 1.** Employee shall perform efficient service in their work; they shall operate and handle the Company's vehicles and equipment carefully and with utmost regard for the safety of passengers, general public, and the equipment entrusted in their care.

**Section 2.** The Company and the Union recognize that the clients of the Company are entitled to courteous treatment at all times to the end of the Company's service may improve and grow in status and recognition.

**Section 3.** No employee working for the Company or any employee on a leave of absence, shall accept employment at a competing company. Any employee who violates this provision will be deemed to be a voluntary quit. This provision shall not apply to employees who are laid off due to lack of work.

### **ARTICLE 4 NEGOTIATIONS**

**Section 1.** The provisions of the section related to the administration of the contract. Nothing herein contained nor elsewhere in the contract shall require the Company to bargain with the Union over any changes, modifications or alterations in any of the terms and conditions of employment. This contract will constitute an acknowledgment that the Company and the Union have bargained in good faith and have completed their negotiations so that this contract cannot be reopened in any regard without the joint consent of the parties.

**Section 2.** The Union agrees to furnish the Company with an up to date list of all of its officers and committee members, and to immediately notify the Company of any change thereto.

**Section 3.** The Company agrees to notify the Union of those supervisory employees empowered with the right to employ, discharge, or effectively recommend such employment or discharge of the employees covered by this Agreement.

### **ARTICLE 5 PROBATIONARY PERIOD**

**Section 1.** A new employee will be given a probationary period of sixty (60) working days in which to demonstrate his/her ability to properly perform the duties for which he/she was employed. However, unless the Company terminates his/her employment during said period, his/her application for regular employment shall stand approved, unless it later develops that false information was given which materially affected the acceptance of such application, in which event, the employees may be dismissed. During the probationary period, the Company has exclusive right to terminate the employment of the employee without recourse by the employee to the grievance procedure.

**Section 2.** Article 8 and 9 will not apply to an employee removed from service during the sixty (60) working day probationary period.

**ARTICLE 6  
UNION SECURITY**

**Section 1.** On the sixth  
the sixtieth (60<sup>th</sup>) workin  
latter, all employees co  
of the Union, as a cond

Please see inserted pages  
in back of contract.

fective date of this agreement, or on  
late of employment, whichever is the  
it shall become and remain members  
ymment with the Company.

**ARTICLE 7  
CHECK OFF MEMBERSHIP DUES**

**Section 1.** The Company agrees to check off and remit to the Financial Secretary of the Union monthly from the pay of each employee, who is a member of the Union and who has so authorized the Company in writing, all dues, initiation fees and assessments against members. Initiation fees are to deducted over a period of time at \$10.00 dollars per month until paid in full, The initiation will be added to the dues and assessments in writing on a monthly basis listed for each employee/member by the Union.

**ARTICLE 8  
DISCHARGE / SUSPENSION / DISCIPLINE**

**Section 1.** The Company shall not discharge or suspend any employee without just cause. The Company will not suspend and or discharge an employee without a meeting with the Union committee person and the employee. When called in for an interview or an investigation which may lead to suspension and or discharge, upon request of the employee, the Company will arrange to have a Union committee person present. In the event a Union committee person is not available the meeting will be postponed until one is available.

**Section 2.** If an employee receives written discipline and/or discharge, a copy of same will be given to the Union committee person within five (5) days (Monday through Friday). Supporting documentation to warrant discipline shall accompany all disciplinary action. ServiCar will take disciplinary action(s) up to discharge within five (5) days (Monday through Friday) from the date of the incident in question or within five (5) days (Monday through Friday) of the time when ServiCar is made aware of the incident in question.

In the case of traffic tickets or suspension or loss of driver license(s), ServiCar shall take disciplinary action (s) within five (5) calendar days (Monday through Friday) after becoming aware of such traffic ticket or suspension or loss of license.

When "day" or "calendar day" or "working day" is used in Article #8, #9, and #10 it shall mean "business day", Monday through Friday, 6:00 a.m. to 6:00 p.m., except for holidays when the office is officially closed and the time line will be automatically extended to accommodate the day the office was officially closed.

**Section 3.** Should the employee consider the discharge or suspension to be improper, the Union's complaint shall be presented in writing to the Company within five (5) regularly scheduled working days after the discharge or suspension is received by the Union representative. The Company representative shall give his/her answer to the Union within five (5) regularly scheduled working days after receiving the complaint. If said answer is not satisfactory to the Union, the matter may be referred to the grievance procedure commencing at the President's level.

**Section 4.** In imposing any discipline the Company will not take into consideration any prior infractions more than one (1) year old, based upon the school year, September 1 to September 1. This will also apply to non-preventable, and or preventable minor accidents on an employees driving record. All such prior infractions will be removed from the employee's personal file. All Other accidents will be taken into consideration for the purpose of discipline throughout the course of employment.

Complaints received from clients or from parents of children transported must be in writing and signed by the party making the complaint or they will not be used as the basis for disciplinary action. In unusual circumstances the Company reserves the right to suspend employees pending further investigation. The Union may request that the complainant be present when there is a suspension or discharge involved.

**Section 5.** The Company will permit an employee or his representative, upon written request, to either copy or check the service record and medical examination reports in Company records. Upon written request, the Company will furnish the Union copies of said service record and medical examination reports in Company records, where the Company has a copying machine readily available and such records are not voluminous.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

**Section 1.** A grievance is defined as any controversy between the Company and the Union as to any matter involving the interpretation or application of this agreement.

**Section 2.** In the settlement of a grievance under the terms of this agreement, the following procedure applies:

No grievance shall be entertained or considered unless it is presented in writing within five (5) days after controversy arose, or within five (5) days after the employee, exercising reasonable diligence, became aware of the controversy. Extra work: event trips, field trips and nooners must be protested within five (5) days of assignment.

### **Steps of Grievance Procedure:**

**Step 1:** Any grievance presented in a due and timely manner as herein provided shall be taken up by the representative of the Union and the representative of the Company (Director of Personal or designee) within five (5) days after the Company received such grievance. If the parties are unable to resolve the grievance at this step, the grievance may be submitted to the second step.

**Step 2** This step shall be between Union President or designee and held within five (5) days of the answer received in the first step.

**Step 3** Arbitration under article #10 may be demanded within fifteen (15) days of the Company's answer in step 2: If arbitration is not demanded within such fifteen (15) days, the grievance shall be forever barred and extinguished.

Whenever a specific person is provided for in the various steps in the grievance procedure, it may be that person or his or designated representative.

**Section 3:** Grievances must be processed in a timely fashion. Grievances not processed to the next step within the stipulated time limits will be considered settled on the basis of the answer given at the previous step. The time limits provided herein may be waived by the mutual agreement of the parties.

## **ARTICLE 10 ARBITRATION PROCEDURE**

**Section 1.** In the event a satisfactory adjustment cannot be reached between the parties through the normal grievance procedure the matter in dispute may be appealed by either party to arbitration providing said appeal is made within fifteen (15) working days of the Company's last answer at the previous step. If the parties are unable to agree within fifteen (15) working days upon an impartial arbitrator, they shall then jointly request the American Arbitration Association to forward to each party the names of persons for selection by the parties under the regular procedure of the service. There shall be only one arbitrator selected. The fee of the arbitrator and his/her expenses shall be borne equally by the parties. The expense for witnesses and or counsel for either side shall be paid by the party producing such witnesses and/or counsel. The decision of the arbitrator shall be final and binding upon all parties concerned and a judgment of a court shall be entered upon the award made pursuant to the arbitration. The power and authority of the arbitrator shall be limited to matters involving the interpretation, application, or alleged violation of the Agreement or upholding, modifying or rescinding penalties assessed by the Company against an employee. The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof. Notwithstanding the procedures as herein provided, any grievance may be submitted to arbitration at any time by a mutual agreement of the parties to this Agreement. The arbitrator will render his/her decision within thirty (30) calendar days of the close of the hearing.

## **ARTICLE 11 SENIORITY ROSTER**

**Section 1.** A seniority roster shall be established based upon a new hires first day of active employment. If several new hires commence working on the same day they will be ranked on the seniority roster in order of employment application approval. Seniority roster will be posted every three months.

## **ARTICLE 12 LEAVES OF ABSENCE**

**Section 1.** Except for summer leaves of absence described in Article 22 hereafter, employees may, by mutual agreement in writing between the employee and the Company, be granted a personal leave of absence not to exceed thirty, (30) calendar days or more without loss of seniority. It is understood, however, that employees on a personal leave of absence will not be entitled to fringe benefits unless mutually agreed by the parties.

**Section 2.** Leaves of absence due to sickness or disability will not be limited under this provision nor will seniority in such cases be affected provided that a duly accredited physician (M.D or D.O) certified to the necessity for such sick leave. However, such employees may be required to be examined by a reputable physician at the request of the Company or the Union at the end of thirty (30) calendar days of absence from duty to substantiate illness and/or injury and the parties requesting such examination shall pay for same. In the event an employee fails to make himself/herself available for such examination, or upon such examination is found to be fit for duty and fails to report immediately thereafter, his/her seniority shall terminate.

**Section 3.** Maternity leaves will be considered regular sick leaves and each case will be based on its own merits.

**Section 4.** Employees returning from sick leave may return to their former assignment or exercise their seniority for any positions that were awarded during their absence. This section shall not apply to those employees returning from personal leaves of absence, unless mutually agreed upon between the Company and the employee prior to the commencement of the leave.

**Section 5.** Employees desiring to return from any medical or personal leave of absence, before expiration thereof, will give one (1) week's written notice to the Company and the Union.

**Section 6.** Supervisory Promotions- Members accepting supervisory positions to capacities which remove them from the scope of this Agreement shall retain the right for a period of six, (6) months thereafter to return to membership status with full contract rights unimpaired as though no change had taken place. Thereafter, a return to contract status will be only on the basis of a new hire employee in their classification.

### **ARTICLE 13 ACCIDENT REPORTS**

**Section 1.** All accidents, involving any Company vehicles and/or equipment, or any unusual occurrences such as injury to or by passengers therein resulting in personal injury or property damage shall be properly completed and submitted on Company forms. Submission will be by the employee during the day within which the accident occurred, but in no event later than 24 hours after such occurrence.

**Section 2.** Accident reports will be prepared during the employee's regular work shift and employees will be given a reasonable period of time to complete such accident reports at their regular straight time hourly rate of pay. Personal accidents sustained by employees will not be covered by this Article. Reports shall not be considered complete until all items are answered to the satisfaction of the Company supervisor.

**Section 3.** Every work connected injury must be reported to the Company immediately. All written reports (or copies thereof) of work- connected injuries or accidents shall be placed in the employee's personal file.

### **ARTICLE 14 ACCIDENT PREVENTION**

**Section 1.** The Union recognizes that accident prevention work is necessarily incident to the operation of the Company's transportation system, and that safety programs, safety meetings, and general accident prevention work is mutually beneficial both to the Company and its employees. The Union therefore, agrees that it will encourage the employees to cooperate with the Company in such safety work and to attend all meetings called in connection therewith.

### **ARTICLE 15 COURT ATTENDANCE**

**Section 1.** In case any currently employed employee is required by the Company to appear in court as a witness or otherwise in a case involving the Company, he/she shall be paid the difference between the compensation he/she would have received, if he/she had worked and any sum actually received as court fees. If required to appear in court as aforesaid at a time when

he/she would not be performing his/her regular assigned duties, he/she shall be paid for all time spent at the regular straight time hourly rate of pay.

## **ARTICLE 16 JURY DUTY**

**Section 1.** All employees will be paid for time off required for jury duty on the basis of the difference between jury pay and regular wages, which together shall not exceed the total pay that the employee would have received had he/she worked his/her regular route assigned on the date of jury duty. "Required jury duty" shall not include full days on which jurors are excused from duty during their jury term and on such days employee must call in for regular work assignment. On active jury duty, if discharged from jury duty before noon, employee must call in to office for possible work assignment. Excuses or adjournments for jury duty shall be obtained only at the option of the employee.

## **ARTICLE 17 PHYSICAL EXAMINATION – SICK LEAVE – BEREAVEMENT LEAVE**

**Section 1.** All employees shall submit to a physical examination annually as required by law. The Company may require an employee to be examined by a physician designated by the Company once there is reasonable suspicion, such as, but not limited to, excessive use of sick time or the demonstrated inability to perform his/her job. Employees will be paid for all time spent (inclusive of travel time) in obtaining (by way of example and not limited to) physicals, exams, other medical tests and results thereof which are required by the employer or are a condition of employment. In order to be paid for travel time the employee must report to the employer (punch in) prior to the beginning of their travel and must report to the employer (punch out) after their appointment. The expense of all physical examinations required by the employer or as a condition of employment shall be borne by the Company.

**Section 2.** As a condition of continued employment with the Company, any physical examination provided for must reveal the physical or mental fitness of the employee involved, in accordance with criteria established by the Michigan Department of Transportation, to perform the duties for which he/she was employed.

**Section 3.** Should any required physical examination above provided for reveal the physical or mental unfitness of the employee involved to perform the duties for which he/she was employed, he/she may at his/her option have a review of his/her case in the following manner:

- A. He/she may employ a licensed physician of his/her own choosing at his/her own expense for the purpose of conducting a further physical examination made by the physician employed by the Company. A copy of the findings of the physician so chosen by the employee involved shall be furnished to the Company, and in the event such findings verify the findings of the physician employed by the Company, no further medical review of the case shall be afforded.
- B. In the event the findings of the physician chosen by the employee involved shall disagree with the findings of the physician employed by the Company, the Company at the written request of the employee involved, will jointly ask the ( 2 ) physicians to agree upon and appoint a third qualified, licensed and disinterested physician for the purpose of making a further physical examination of the employee involved and the findings of the majority of the three examining physicians shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of the employment of such third medical examiner shall be shared equally by the company and the employee.

**Section 4.** Any employee who is absent from work for three (3) consecutive work days for any alleged physical injury or illness must obtain a return to work permit from his/her doctor prior to being allowed to return to work. In any other case, the Company reserves the right to require employees to submit to periodic physical examinations at Company expense.

**Section 5. Bereavement Leave.** Three (3) consecutively scheduled workdays leave with pay (week-ends and holidays excluded) shall be granted to an active employee in the event of the death of a member of his/her immediate family. The immediate family shall mean: husband, wife, son, daughter, father, mother, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepson, stepdaughter, stepfather, stepmother stepbrother and step sister. Sister-in-law and brother-in-law at 2 day paid bereavement leave. When it is necessary for an employee to attend the funeral of a member of the immediate family as defined in this section which requires travel 350 miles radius or more, the employee will be granted two additional days without pay for such travel. Leaves for out-of-state funerals shall require satisfactory verification by the employee.

## **ARTICLE 18 NOTIFICATION: PERSONNEL FORMS**

**Section 1.** The Company agrees to notify the Local Financial Secretary by U.S. Mail and the Committee person by in-house mail of all new hires, termination, classification changes, discharges, resignation, transfer, layoff and those on extended medical leave (s) of each employee covered by this agreement. Copies of forms prepared covering vacations allowed, sick leave pay, transfers to other positions and leaves of absence relating to employees who are covered by the term of this Agreement shall be furnished to the committeeperson promptly.

**Section. 2** Copies of all general bulletins relating to employees' work conditions that are posted on the bulletin board shall be furnished to the Union committeeperson promptly.

## **ARTICLE 19 REDUCTION IN FORCES – INDEFINITE**

**Section 1.** In the event of an indefinite reduction in forces due to lack of work during the school year, employees shall be given at least twenty-four (24) hours notice and shall be laid off in reverse order of their seniority; provided, however, that equal consideration will be given to the employee's ability to perform available work. Employees laid-off shall retain their respective Company seniority rights not to exceed one (1) year or their actual seniority date at the time of lay-off which ever is shorter.

**Section 2.** When forces are again increased during the school year, such laid-off employees shall be called back in their respective seniority order, provided they have the ability to perform available work and can then pass the physical examinations and driving tests required.

**Section 3.** Employees laid-off on account of reduction of forces will be privileged to work elsewhere and retain their seniority. They must maintain on record with the Company their correct mailing address.

All employees laid-off at their home base will have the option to take an available open position at another base location by seniority. When all employee(s) have passed on available position (s), in order of seniority, the position (s) will be filled by reverse seniority. Employee (s) that have been laid-off will not have a bump privileges at any time during a layoff. When open position (s) are available at their home base after an employee has a current position at another base the employee (s) may bid on that available position (s), which at this time will put the employee (s) at the original base status, by seniority.

**Section 4.** Employees will be called back to service in their seniority order, provided they have the requisite ability according to the following procedure:

- A. The Company will advise each laid-off employee to be recalled by certified mail, returned receipt requested, sent to address provided under Section 3 above.
- B. A laid-off employee receiving notice of recall will immediately notify the Company by phone of his/her intention to return to work or not, and by certified mail returned receipt requested.
- C. A laid-off employee failing to report for physical examination and qualification tests within fifteen (15) calendar days from the date of recall notice, will forfeit his/her seniority rights and be considered terminated.

**Section 5.** The provisions of this Article (as pertains to notice by certified mail) shall not apply to short-term lay-offs or less than thirty (30) days which may occur during the school year and normal summer lay-offs.

**Section 6.** An employees seniority rights may be lost for the following reasons:

- A. Resignation
- B. Discharge for just cause.
- C. No report for three (3) consecutive working days without just cause.
- D. Any employee promoted to supervisory status for more than six (6) months.
- E. An employee who overstays a granted leave of absence.
- F. An employee who does not return to work when recalled from lay-off within the time prescribed in the Notice to Return.

## **ARTICLE 20 REGULAR ROUTE**

**Section 1.** A regular route will consist of a minimum of four (4) or five (5) hours per day. A regular route, once commenced and then cancelled by Company order shall entitle driver or aide to four (4) or five (5) hours pay. This route may cumulatively be made up of a trip in the A.M., a noon trip and a trip in the P.M. schedules are established by the Company.

A regular driver or aide will normally work twenty-five hours on a full schedule of five (5) days per week unless curtailed for lack of work.

Drivers and aides will be paid schedule route time when the first pick-up is absent, provided they report and are ready for work at their regularly scheduled route time.

Uncovered nooners and available work, after airing three (3) times and there is no response within

ten (10) minutes of the last airing, will be assigned first to the most junior employee under their guaranteed hours, sub-drivers second, and then, the most junior employee not already committed to the Company work. When permanent work is added to a route, which was bid upon in October, the guarantee hours will be adjusted to a new guarantee: ( Ex., 4.25 add .50 = 4.75, guarantee is now 5.0 hours). When the same work is removed the guarantee will be adjusted back to the original guarantee that was bid on in October.

Nooners that are assigned to open routes will be posted for a temporary covering with permanent drivers. If a new driver has bid on a open route with the nooner, the temporary covering will end the following Monday.

The for (4) or five (5) hour guarantee for all regular drivers (excluding ½ day routes) shall consist of work between punch-in and afternoon punch-out. Nooners and event work between punch-in and punch- out shall count toward the guarantee.

**Section 2.** The Company reserves the right to assign other work to employees' once they clock in if their regular route is not available, If employees refuse such work, they waive the guarantee in Section 1 above.

- A. The route that had extra work added to make the guaranteed hours for bidding will have that extra work removed in the event the route is changed and the guarantee is met. This extra work will then be posted on the board for three (3) days. Section 4 and Section 7 (A) and bid on the basis of seniority, unless such work is placed on a route by the router to make the four (4) or five (5) hour guarantee. This provision is intended to apply to nooners. If applied to other extra work added to make the guaranteed hours, consideration of costs excluding rates of pay differentials, shall be the criteria for allowing the removal of the extra work.
- B. In event that extra permanent work is added to a route (route addition) and the added work must be assigned to a certain program then drivers from that program shall be assigned such work by seniority if all such drivers routes are over their guarantee hours and the assignment does not result in the route being over eight hours. However, senior drivers so assigned shall have the right to reject the assignment.

**Section 3.** Unless supervision expressly releases clocked-in employees, they are expected to remain on-call for assignment.

**Section 4.** Any work required by the Company of an employee such as, but not limited to, the making of accident reports, instruction of field trips, dry runs, the making of route maps, cleaning buses or any other duties incidental to employment, shall be compensable time.

**Section 5.** Company will reimburse employees for the use of personal vehicle in connection with approved Company business at the Internal Revenue Service (IRS) approved per mile rate when use of said vehicle is authorized by the Company.

**Section 6.** Employees shall receive minimum of one (1) hour regular pay for all call in assignments.

**Section 7.** When employees are requested by the Company to remain on stand-by due to weather conditions or acts of God (whether at home with bus or reporting at the base without bus), they shall receive no compensation for the first thirty (30) minutes of their schedule route time. Any stand-by time requested to extend beyond (30) minutes shall result in payment to the employee for a minimum of two (2) hours, at regular rate. When the order to stand-by time exceeds the period of two (2) hours, the employee shall be paid at the regular rate to the next nearest hour. The Company

shall be obligated to make no payments, however, when school closings have been timely announced by public radio or television media.

## **ARTICLE 21 MANNING OF JOBS**

**Section 1.** Within one (1) week of October 1 of each school year, all routes for the upcoming school year will become available on a bid basis to the regular drivers and aides in the order of seniority. A written notice to change location/yards for the bidding in October for the school year must be given to the Dispatcher Supervisor or Personnel by August 15<sup>th</sup> before the start of the a new school year. Consideration will be given to each drivers and aides proven ability to perform said available work. Drivers and aides will be allowed to place themselves on these routes in consideration of their respective seniority and ability. Except as otherwise provided in this article, selections made will be final, and the properly accredited Union representative will be advised of all selections. Drivers and aides will hold their assignments, for the duration of that program's school year (180 through 240 days) unless changes are necessary due to lack of work, or requested by schools or agencies serviced by the Company and/or economical reasons. Proof of economical savings will be provided to the Union. Assignments for the first four (4) weeks of the fall term of school will be on a temporary basis to provide a period of adjustment for all routes and need not be posted. The parties further agree that if a route is relocated for economic reasons, the driver/aide will be allowed to remain with the relocated position or will be entitled to a bump privilege at the original location.

- A. Any job bid will be worked in its entirety.
- B. At the completion of a temporary job that was awarded by bid, after such employee has passed by a permanent opening, the employee receiving the award will not have a bump privilege but may bid on jobs coming open for bid during or after the temporary assignment.
- C. An employee, driver, aide or mechanic, who is assigned on a daily basis to a base which is not his/her regular base, shall receive travel time on a single round-trip basis. Transportation will be provided between routes.
- D. All 220, 230, 240, day programs will retain the same drivers and aides who bid on them in October, or who signed a posting to claim such route. Vacation time will not ordinarily be taken during the course of employees school year, except that vacation time can be taken by 220, 230, 240 day drivers and aides during the summer time after the 180 day programs are completed. All 180 day employees are committed to summer work unless granted a summer leave.

**Section 2.** All open bargaining unit jobs will be put up for bid for a period of three (3) days. They will be assigned according to seniority, ability to handle vehicle, and all passengers involved. All bids shall end at the closing of business on the (3<sup>rd</sup>) day. The first subsequent opening shall be open for bid without a requirement for betterment in terms of more daily hour(s). Subsequent openings may also be filled by seniority after the initial three (3) day period, provided the employee bidding on the subsequent opening is working at least one-half (1/2) hour per day less then the subsequent opening would allow. This applies after the first four (4) weeks of the fall term.

**Section 3.** After the initial assignment around the first week of October of each year, if a driver's or aide's route is changed to the extent that his/hers daily schedule decreases by more then one-half (1/2) of an hour such driver or aide shall have the option to bump any job his/her seniority allows down the line within his/her program. If a driver's or aide's route which is fully ambulatory is

changed after initial assignment by the addition of one (1) or more wheelchair or orthokinetic chair students, such driver's or aide's shall have one (1) option each year to bump any job his/her seniority allows down the line.

Major changes are, a route has been changed to a 180 day program from a 220, 230, 240 program or vice versa, the driver or aide shall have the option to bump any job his/her seniority allows down the line within his/her program, but if there is not a same route program available at original location driver/aide may bump at alternate locations. If a driver or aide waives the opportunity to bump any job his/her holds down the line they shall the option to hold super seniority on summer work. The opportunity to hold super seniority on summer work applies only to those driver's or aide's entitled to bump due to reduction in program. Driver/aide must exercise his/her right to bump or right to waive bump within five (5) business days of notification of the reduction by the routing department. Such options shall not obtain during the last thirty (30) days of a driver's or aide's school year and shall not be effective until all bumps consequent thereon are completed, except in the case of program reduction.

**Section 4.** Driver's and aide's with the proven requisite ability and seniority to claim a regular route will be defined as regular drivers.

**Section 5.** In order to successfully claim a route, a driver or aide must have proven ability to function on the route including the requisite capability with the particular type passengers and clients involved.

**Section 6.** The Company will notify the properly accredited Union representative as soon as possible prior to the commencement of all new routes.

**Section 7.** All isolated noon runs that are not a part of a driver's or aide's regular route shall be posted and bid in accordance with seniority. Nooners are to be assigned to the route that has the least amount of route hours below the guarantee. If a nooner is waived, it will be assigned to the next route with the least amount of route hours below its guarantee. When a route is not available to assign the nooner it will go up for bid. Once an employee has refused a nooner they automatically waive their guarantee for the remainder of their program or June 30<sup>th</sup>, whichever comes sooner. This section does not apply to uncovered daily nooners according to Article 20, Section 1.

**Section 8.** All routes are carefully timed to each stop, and drivers and aides will adhere to their established route times. Deviations from route schedules are to be made only with prior approval from the Company. The driver will notify the Company immediately if he/she cannot keep the schedule due to any unforeseen problems.

**Section 9.** All drivers and aides will clock-in so as to be in their vehicles and ready to commence work at the established starting time. Schedules will be established so as to allow ten (10) minutes after start time to permit drivers to fully perform pre-bus safety inspections as required by State regulations only. If a bus is larger than 21 passenger manufactured size, 15 minutes shall be allowed for bus inspection, and highway motor coach shall be allowed 30 minutes for pre and post bus inspections. Drivers and aides will check out at the completion of their assignment allowing reasonable time for gassing and cleaning vehicles. (applies also to charters and field trips.)

**Section 10.** In the event that routes are combined due to program closings etc., the routes will be bid by employees affected by such changes and awarded by seniority.

**Section 11.** A driver is not permitted to bid on a nooner if such bid results in his/her route being over 8 hours.

**Section 12.** When a route is deleted from a program that affects other routes within the same program, the affected route (s) will be re-bid. Non-affected route(s) within the same program will not re-bid.

## **ARTICLE 22 SUMMER WORK**

### **Section 1. – Summer Vacations**

- A. It is the intent of ServiCar to use best efforts to avoid the use of employees (hired 01/01/85 or earlier) for summer routes. Summer vacations may also be bid on. The Company will grant vacations by seniority . Vacations over two (2) weeks in duration will be granted pending availability of replacement drivers.

During the month of April, vacation requests will be distributed to employees with a return date of May 15<sup>th</sup>. Summer routes will be posted as soon as possible before the commencement of the Summer program. After a vacation request is approved, an employee may change his/her request and ask to work during such time. In that event, he/she must sign for available work or have work assigned. All summer routes will be posted on the Bid Board for a period of three (3) days. There shall be a day designated in the month of June during which vacation coverage and routes will be bid on by seniority. In the event no one bid on the work such work will be assigned to the lowest seniority person to cover unfilled work.

- B. A recall to summer work shall be by 48 hours written notice.

### **Section 2: - Summer Leaves**

- A. Summer leaves will be bid upon. Employees granted summer leaves may in no manner be forced to return to work prior to the commencement of the normal school year routes. The number of summer leaves will be determined by the Company. It is the intent of Servicar to use its best efforts to avoid the use of employees (hired 01/01/85 or earlier) for summer routes.

### **Section 3. – Summer Work Assignments**

- A. If an employee is not on a approved vacation, leave, or has not been awarded work after signing a posting, he/she is deemed available for work assignment. Work will be assigned by reverse seniority.
- B. Based on this article, any employee refusing summer work shall be terminated.
- C. As of July 1, there will be a master seniority list for summer work assignments purposes. And an employee could be assigned to work at a different base.
- D. Drivers who are being paid drivers wages and are working as aides on summer fill-ins will be committed as drivers for all extra work assignments based on their seniority.
- E. If the volunteer list is exhausted for short notice summer work, the Company can use any person on a temporary basis to perform such work.
- F. If the Union Steward's actual seniority would not allow the steward to work the summer Session (June-August), the steward may exercise super seniority to acquire the last available position, (Special Events and field trips are excluded).

- G. Summer routes will consist of a minimum of three (3) hours pay per day. A summer route, once commenced and then cancelled by Company order shall entitle driver or aide to three (3) hours pay. this route may cumulatively be made up of a trip in the A.M. and a trip in P.M.. Schedules are established by the Company. If there are nooners the Company and the Union will agree to the appropriated number of paid hours.

## ARTICLE 23 SPECIAL EVENTS AND/OR FIELD TRIPS

**Section 1.** Field trips shall be defined as trips for any extra curricular activity, directly related to any school, program, or agency serviced within a regular route when contracted by the same client and when not considered as part of the regular route commitment.

**Section 2.** Preferred drivers and aides (that service one or more clients at a given school, picking up in both the a.m. and p.m.) shall be given preference of field trips operated from that school. Such field trip(s) shall be awarded to the senior bidder unless the work interferes with the employee(s) ability to cover routed clients or results in overtime. In the event a field trip would put the senior driver into overtime, the field trip will be assigned by seniority to the preferred drivers at that program. If all drivers go on overtime pay, non-preferred drivers shall be allowed to bid on field trip and said trip shall be awarded by seniority among the bidders but not to result in overtime. Should only one (1) driver be in service at that program scheduling field trip transportation, and that driver would be put into overtime pay on such trip, said field trip will be considered a charter trip for purposes of driver assignment and placement will be in accordance with Section 4 hereunder. If such preferred driver(s) are unavailable or refuse a field trip, for purposes of driver assignment, said field trip will be assigned in accordance with Section 4 hereunder. If for any reason a field trip shall interfere with such preferred drivers regular schedule, and no drivers have bid on said trip under Section 4 hereunder, the Company may cover that portion of the regular schedule as the Company sees fit. If a field trip is cancelled after driver is on the road, driver will be paid a minimum of one (1) hour or actual time, whichever is greater. A driver (s) cannot leave a field trip to service other clients until the field trip is completed: unless, in an emergency if requested to do so by the Company.

**Section 3.** Field Trip assignments will be paid at the applicable hourly rate for all time spent with the said trip or from base to base.

**Section 4.** All field trips will be posted for bid as soon as possible prior to the scheduled trip. Schedule trips will be cut off at 3:00pm of the day preceding the assignment. In the event a trip cannot be posted for 3 days, said trip will be announced 3 times over the Company radio, after which the trip will be awarded according to seniority among those preferred drivers responding with 10 minutes after the last airing. If a preferred driver is unavailable or on overtime status, the trip is open for bid to other drivers.

**Section 5.** In the event a driver is engaged in the combination of regular run plus field trip which affords that employee less than one (1) hour off clock-out time at home between runs, and running within the meal times as shown below, that employee shall be compensated reasonable expenses for meals as follows:

Breakfast	6:30 a.m. – 9:30 a.m.	\$4.00
Lunch	11:30 a.m. – 1:30 p.m.	\$6.00
Dinner	4:00 p.m. – 8:00 p.m.	\$7.00

If, after initial bidding of routes is completed, an add-on by the Company (as opposed to a bid by the employee) leaves less than one-half (1/2) hour of clock-out time in any driver's schedule, payment shall be made in accordance therewith.

**Section 6.** An employee on stand-by time is expected to provide the client with any reasonable services or assistance related to normal work duties the client may require.

**Section 7.** All Special Event trips that cannot be scheduled to the Special Event Drivers:

- A. All Charter trips will be posted for bid as soon as possible prior to the scheduled trip and bids will end at 3:00p.m. on the day preceding the trip. Saturday and Sunday work will be assigned on Thursday, when possible. In the event a trip cannot be posted, said trip will be announced 3 times over Company radio, after which, the trip will be awarded according to seniority among those drivers responding within 10 minutes after the last airing. If a preferred driver (defined in section B) is unavailable or on overtime status, the trip will be assigned by seniority, not to result in overtime. If a Charter Driver would not result in overtime, the trip will be assigned by reverse seniority.
- B. A preferred driver is a Special Events Driver for the purpose of bidding on extra motor coach work (weeknights and weekends).
- C. Will have a two hour guarantee for a round trip and a one hour guarantee for a one way trip.
- D. If no such driver is eligible or available for work, Servicar can cover such trip as it see fit with persons employed by ServiCar.
- E. If a driver bids on an event trip and trip is cancelled prior to their regular route start time, the driver will do their regular route or another driving assignment of equal length or more. If either driving assignment is unavailable, the driver will be paid time equal to their regular route to a maximum of two (2) hours. If a trip is cancelled after driver is on the road, driver will be paid a minimum of one (1) hour or actual time, whichever is greater.
- F. A driver that is awarded a trip and is required to operate the 66-passenger larger bus or motor coach, shall be paid an additional twenty-five (\$.25) cents per hour for the hours required to drive said trip.
- G. Any driver (s) qualified to drive a motor coach will take one (1) hour mechanical training course, paid at the appropriate rate and given by ServiCar maintenance foreman or mechanic upon the requests of management before bidding on any motor coach work.
- H. All drivers awarded special events work are working under the provision of Article #37, Sections 1, 2, 3, 4, 5, 6, 9, 10, 13, 16, 17, 20, & 21.
- I. Expense money shall be available to drivers before he/she leaves garage on a Special Events trip. All drivers are to report to Bookkeeping after assignment of a special events trip with anticipated expenses. All expenses on a Special Events trip shall be paid upon presentation of a signed vendors receipt.

**ARTICLE 24  
WAGES OTHER THAN MECHANIC**

**Section 1. Drivers:** All drivers covered by this Agreement will be compensated in accordance with the following schedule, based upon hourly rate of pay:

**DRIVER**

New Hire

Certified

1 year -

2 yrs. -

3 yrs. -

5 yrs. -

10 yrs.

**Please see inserted pages  
in back of contract.**

**Bus Aides:** Bus Aides will not be required to drive vehicles and will be compensated in accordance with the following schedule, based upon hourly rate of pay:

**BUS AIDE**

New Hire

90 Days

1 year -

2 yrs. -

3 yrs or more

**Please see inserted pages  
in back of contract.**

Aides may advance to a driving position and will be given a trial period of up to ninety (90) calendar days to prove his/her ability to perform the duties of a driver, providing they have attained the age of twenty-one years of age with no points on driving record and have obtained all required licenses and certifications. Once they meet the qualifications, they may then bid on any available route or wait until the following bid day to claim a route by seniority. They shall retain their seniority from original hire date.

**Section 2. Floater Position:**

This will be a bid on at the same time drivers bid for their routes. Number of Floaters will be determined by the amount of work at any one given time. When a driver is awarded a Floater Position they will hold their assignments, for the duration of the school year program (180 days). When a driver is awarded a Floater position after the initial bid day in October, their route will be posted according to Article 21, section 2.. Floaters cover all work, as needed. These positions will be assigned to the Royal Oak location. Floaters must have at least 3 years experience with the Company and have knowledge of Company yard area routes. A Floater will have a four (4) hour guarantee, when working and will receive travel time when covering routes for other yards. Floaters will NOT be assigned any Special Event work, work on weekends or evenings, unless bid on by seniority or any office related duties such as a Sub-Driver's duties. Will be under direct supervision of dispatcher. All Floaters will abide by the same rules and regulations set forth by ServiCar for regular drivers. Floaters will be assigned work before Sub-Drivers and shall be given a report time on a daily basis as requested by Dispatchers.

**Section 3. Sub Drivers pay and duties:** Bid sub-drivers shall be paid at some rate of pay as drivers (Article 24, Section 1.) plus an additional \$.60 per hour. Their duties shall be:

- A. Sub-driver positions will be bid on at the same time drivers bid for their routes. Number of subs will be determined by the amount of work at any one given time and such bid sub.
- B. Will be under direct supervision of dispatcher.
- C. Will be able to read a map and follow written and oral directions.
- D. Will be required to handle all wheelchairs and vehicles plus all special equipment they may encounter on the route.
- E. Sub-drivers will be required to cover routes, field trips, nooners, event trips and any extra work that the regular drivers are unavailable for.
- F. Will be responsible for their own transportation unless vehicles are available for them.
- G. Will be responsible for the vehicle they are using for the day and all necessary paper work.
- H. Event work, prior to 2:30 p.m. will be bid on daily. Any event work 2:30 p.m. will be assigned by rotation among the sub-drivers starting with the lower seniority sub-driver weekly. Event work after 2:30 p.m. that puts a sub-driver into overtime will be assigned to the next sub-driver not in overtime. If event work results in overtime for any or all sub-drivers said work will be assigned to result in the least amount of overtime per sub-driver. When assigning event work the earliest return time will be assigned first and the later return time last. When sub-driver is needed to cover a p.m. route the return on event work will be assigned in the above rotation.
- I. Will bid on their a.m. and p.m. work, however if the event work is not covered by regular drivers it will be assigned to the sub-driver in accordance to Section 3. (H) of this Article.

- J. Will report for work at a.m. report and stay 2 ½ hours or until released by Supervisor. If work is not available, will report back at p.m. report and stay until the 5 hour guarantee is completed or released by Supervisor. If work is available, sub-driver will adhere to regular route time for assigned route.
- K. All sub-drivers not on sub-bid work on a given day will be subject to assignment for other work by dispatcher.
- L. All sub-drivers will be guaranteed five (5) hours per day.
- M. Sub-drivers may bid on event work if it is on weekends, down time of programs or after 6:00 p.m. (Monday through Friday) at regular drivers wages. When event work has no bidders Sub-driver will be assigned in reverse seniority on weekend, down time of program or after 6:00 p.m. and will be paid Sub-drivers wages per hour.
- N. Sub-drivers shall not be assigned cleaning of walls and ceilings of busses.
- O. All Sub-drivers will abide by the some rules and regulations set forth by ServiCar for regular drivers.

**Section 4.**

1.) Trainers pay and duties: Trainers (who shall have a route) shall be paid at the same rate of pay as drivers, plus an additional \$.60 cents per hour. When a Trainer is in the position of a Sub-Driver they will only receive the additional \$.60 per hour for training time and not for the Sub-driver position. If there is only one Sub-Driver and this person is a Trainer and is needed for training, a driver may bid on a the temporary Sub-Driver position, if qualified under Article 24, Section 3.. There will be a letter of notification posted for 3 days stating that a Trainer's position will be available. Trainer(s) will be selected by management.

- A. Complete training of all new drivers and aides, e.g.:
  - 1. Basic driving skills (School Bus)
  - 2. Large bus: duties
  - 3. Small bus: duties
  - 4. Inspections
  - 5. Lifts
  - 6. Retraining of current drivers when need arises
  - 7. Restraints
  - 8. Securing seat belts
  - 9. Total preparation for road test
  - 10. Radio procedures
  - 11. Other training duties assigned by management

2.) This position will be available to those with the following qualifications.

- A. Twelve (12) hours school or number of hours as required by Oakland School
- B. Good Attendance
- C. Good driving record
- D. Written County test
- E. Good Attitude
- F. Ability to get along with others/good people skills.
- G. Ability to maintain a professional demeanor toward trainees without prejudice.
- H. Communication Skills
- I. Organizational skills
- J. Ability to train one on one and with groups
- K. All trainers hired after 9/1/92 must be qualified and able to train personnel on all types of busses.
- L. The trainer may bid on event trips or field trips when no training is scheduled. If the trainer is scheduled to train, the Company may waive training when it is necessary for him/her to cover an event trip or field trip. All Sub-drivers must be assigned work first.
- M. Must be available to train during the summer.

3.) To maintain "trainer status", the trainer must obtain all certifications and attend update programs scheduled by Oakland Schools, D.O.E. and Department of State.

4.) There shall be a head-trainer position. Her duties shall be the same as the trainers. In addition:

- A. Complete charge of all scheduling
- B. Maintain contact with Company Safety Director & Personnel Director
- C. Scheduling of road test
- D. Verify that final review papers are complete
- E. Attend all update programs
- F. Other duties assigned by management
- G. Will be selected by management
- H. Qualifications:
  - 1. All requirements of a trainer.
  - 2. Will receive an additional \$.25 per hour above trainer.

#### **Section 5: Job Coach**

Job Coaches will be selected and /or removed by the sole exclusive discretion of the Company. This position will not be bid on. Coaches must have 1 year of current working experience with the Company.

This position will be available to those with the following qualifications:

- A. Good Attendance, Good Driving Record, and Good Attitude
- B. Ability to get along with others/good people skills.
- C. Ability to maintain a professional demeanor toward new hires/employees without prejudice.
- D. Communication and organizational skills.

The Job Coaches shall receive training from ServiCar, at their regular hourly rate of pay and will receive a list of procedure guidelines from Personnel Director.

Job Coaches shall coach assigned new employees for 30 Calendar days. They shall be limited to coaching a maximum of two new employees at one time.

Surveys will be given to new employees upon the completion with Job Coach to review the progress of the Job Coach position for the Company.

The Job Coach shall be paid one hundred dollars (\$100.00) for each employee coached. They shall be paid on the payday following the completion of the 30 calendar days; provided they turn into Personnel Director the signed check-off list of guideline procedures.

If, for any reason, a coach cannot complete the full 30 calendar days, they shall be paid on a pro-rated basis. When a coach cannot complete the program with a new employee, an alternate coach shall continue with the program and shall be paid on the pro-rated basis of the day left in the program. A Coach shall be paid the full \$100.00 if the new employee should separate employment within five (5) days prior to the completion of the program.

## ARTICLE 25 BENEFITS OTHER THAN MECHANICS

**Section 1. Medical Insurance:** The company will pay fifty (50%) percent of the cost of Blue Cross-Blue Care Network medical insurance coverage (on employee only) during the employee's first year of employment for 100% percent of the cost thereafter. The company's obligation for medical insurance coverage upon completion of probationary period, or during other periods of employment.

All employees hired after their first year of employment.

The company will

Effectuated the first employees with the cost of this coverage. The company's obligation for medical insurance benefits not to exceed \$10.00 per month the

This reimbursement

employee's employment ends before the expiration of the amount of the premium relating to the period after the employee's employment ends will be deducted from the employee's final pay check. This contractual provision will serve as the employee's authorization for this deduction.

**Section 2. Group Life Insurance:** The Company will provide ten thousand (\$10,000.00) dollars in term life insurance on each employee who has completed his/her probationary period.

**Please see inserted pages  
in back of contract.**

premiums after their first year

of seniority.

The company will reimburse those employees who are enrolled in the Prescription Plan for the cost of the plan, provided that the employee is on the present level of agreement and \$10.00 per month the

amount of the invoice. If an employee has paid, the

**Section 3. Paid Leave Days:** After two (2) years of regular employment, employees shall commence entitlement to leave days with pay as follows:

One (1) leave day earned for each twenty-three (23) days worked. A day worked means completion of all assigned work for the day. A day worked also includes a day when the employee punches in for work and the work is cancelled through no fault of the employee. Earned leave days, to make up for absences will be paid during the pay period immediately following such absences. All unused leave days will be paid to the employee on the basis of scheduled route time or guaranteed hours, whichever is greater, annually at the end of his/her annual assigned program. In the event of employee termination for any reason prior to completion of any annual pay period, payment shall be based upon one-half (1/2) day per completed month of work prior to termination. Employees off work for disciplinary reasons may not apply to us a leave day for compensation.

If at the end of an employee's program an employee has earned a fractional part of a leave day, such fractional part shall be calculated and paid to the employee.

Request by employee for two (2) or more consecutive days off shall be in writing and made ten (10) or more calendar days prior to requested time off. The company will answer such requests three (3) calendar days or more prior to the requested time off. Requests when approved shall be determined by seniority.

**Section 4.** On an individual basis the Company will give consideration to replacement or repair of an employee's clothing provable damaged by action of clients. A written incident report must be promptly filed by the employee.

**Section 5. Eligibility – Group Insurance –** When employment is interrupted by layoff, leaves of absence or for other reasons not involving loss of seniority, all Health/Life insurance coverage under the Agreement shall terminate on the thirtieth (30<sup>th</sup>) day following the day when such interruption occurs. When employment resumes, coverage shall be reinstated on the date of such termination.

In the case of a layoff, the Company will declare the employee as laid off.

Laid off employees will continue to pay for Health/Life insurance, may be required to pay the cost of such insurance.

The Company will continue to pay for Health/Life insurance for laid off employees.

The Company will continue to pay for Health/Life insurance benefits are equal to those provided to active employees.

Employees must work a minimum of five days during summer months (July and August) to maintain coverage under Section #1, unless the employee is not afforded the opportunity to work the minimum number of days per month, due to lack of work, in which case, coverage under Section #1 will continue.

**Section 6.** The Company will adopt the ATU 401 (K) plan. There will be no employer contribution to the plan and the administrative cost for the plan will be borne by the participants.

**Please see inserted pages  
in back of contract.**

**Section 7.** The employer will make available to drivers the Royal Oak lounge with the understanding that the facility will be used primarily by the Company as a place of work and it may be necessary from time to time to ask employees to leave the lounge so that privacy needed in the conduct of business can be maintained. We expect the employees to cooperate and leave whenever requested.

**Section 8.** The Company will provide at the Royal Oak facility a portable restroom to be used only after business hours. Employees must keep restroom clean at all times.

## **ARTICLE 26 MECHANICS AND UTILITYMEN**

**Section 1. Wages:** Employees under the heading of this category shall be compensated in accordance with the following schedule based upon hourly rate of pay.

<b>A. MECHANICS</b>	<b>9/01/10</b>	<b>9/01/11</b>	<b>9/01/12</b>
	<b>1.0%</b>	<b>1.0%</b>	<b>2.0%</b>

New Hires:

90 Days:                   Please see inserted pages  
1 yr. or more:             in back of contract.

In addition to the above, mechanics shall receive as additional compensation ten (\$.10) Cents per hour upon achieving State of Michigan or A.S.E (federal equivalent for each of the following categories. Mechanics with 5 years or more seniority shall receive twenty (\$.20) cents per hour per certification.

1. Engine Repair
2. Automatic Transmission
3. Manual Transmission and Rear Axle
4. Front End
5. Brakes
6. Electrical
7. Heating and Air Conditioning
8. Engine Tune-up
9. Refrigerant Recovery and Recycling

Upon achieving certification in all nine (9) categories, the last increment shall be thirty (\$.30) cents per hour instead of the ten (\$.10) cent per hour.

Any mechanic receiving twenty-five (\$.25) cents per hour for the eighth (8<sup>th</sup>) category prior to September 1, 1995 will be red-circled.

Certification under categories of Heavy Duty Truck will receive seventeen (\$.17) per hour certification.

Mechanics with 5 years or more shall receive twenty (\$.20) per hour per certification under categories of Heavy Duty Truck Certifications.

In addition to the above, mechanics shall receive as additional compensation ten (\$.10) cents per hour upon achieving A.S.E. School Bus Technician certification of the following categories. Mechanics with 5 years or more seniority shall receive fifteen (\$.15) cents per hour for the following categories:

- (S1) Body Systems and Special Equipment
- (S2) Diesel Engines
- (S3) Drive Train
- (S4) Brakes
- (S5) Suspension and Steering
- (S6) Electrical/Electronic Systems
- (S7) Air Condition Systems and Controls

The maintenance Foreman position will be appointed as determine by the Company. The Company required qualifications for this position shall have a Master Auto and Heavy Duty Truck certification from the State of Michigan. Employee in this position shall be subject to disqualification at the discretion of the Company Management for just cause.

#### **Maintenance Foreman:**

##### **Pay and Duties:**

1. Shall be paid at the same rate of pay as lead mechanics fifty cents (.50) (art. 26, Sec. 1.A. and Sec. 5) plus an additional one dollar (\$1.00) per hour. Must have good attendance and will be evaluated semi-annually (January and July) by management. After a 90 day probationary period as Maintenance Foreman, there will be a one time increase of twenty-five (\$.25) per hour for the existing labor agreement.
2. Will be under the direct supervision of the Company Officers. Will make recommendation for necessary overtime, in writing, with detail schedule of bus numbers and repairs needed.
3. Must keep communications open with management on a current and long term basis of the maintenance department. Delays or problems that may slow down work flow in the maintenance department must be reported immediately
4. Must abide by the same rules and regulations set forth by ServiCar for Maintenance Personnel. (Employee Handbook and the Labor Contract Agreement.)
5. Must monitor and maintain, at all times, a continuous workflow for all mechanics and utility-persons.
6. Assist (hands on) with vehicle diagnosis and repair. Also, in scheduling all outside maintenance needs for recalls, wheel alignments, special repairs not normally done in shop, warranty repairs, and any other repair that the fleet may require.

7. Receive quotes for purchasing fuel to receive the best price, quality and prompt delivery times. Maintain an adequate inventory of fuel to keep fleet on the road and order fuel as needed to maintain the inventory. Also, monitor and maintain a record of daily stick readings.
8. Receive quotes and order oil, lubricants, tires, shop equipment and other supplies to maintain an adequate inventory, subject to the Treasures approval.
9. Receive quotes and order all parts and supplies as needed on a daily and weekly basis. all orders must be in quantity to maintain normal inventory subject to the approval in writing to the Treasurer.
10. Maintain contact with various vendors, suppliers, and outside maintenance facilities to encourage best price, quality, and availability to Company.
11. Maintain a daily update with Dispatch Department as to fleet status , including what bus is in-service or out-of-service.
12. Assist and advise management on new vehicle purchases and garage facility changes.
13. Schedule the garage for maintenance, sweeping and washing the floor and keep garage organized at all times.
14. Schedule any E.P.A. requirement for cleaning out the garage tanks and maintain E.P.A. laws as required for maintenance garages.
15. Coordinate State Police and M.D.O.T. inspections and keep all records on file.
16. Must do preventative vehicle inspections on the fleet on an annual basis.
17. Maintain fleet repair order filed, service request forms, shop equipment purchase records, and warranty information.
18. Assist the Bookkeeper with parts inventory and work orders regarding inventory records. Also, assist personally with the data for documentation for charting.
19. Assist routing department and dispatch with assigning bussed to routes for the start of the school year and throughout the year.
20. Assist and oversee physical inventory when requested by Bookkeeper or Management and keep legible records.
21. The Union recognizes that the job of Working Foreman involves certain supervisory functions and agrees with proper exercise of these functions.
22. Must follow any other request for duties deemed necessary by Management, with the scope of the maintenance department.
23. When a Maintenance Foreman has been selected the Lead Mechanics position will be abandoned at the discretion of Manage and based upon absolute necessity.

<b>B. UTILITYMEN:</b>	9/01/10	9/01/11	9/01/12
	1.0%	1.0%	2.0%

New Hires:

90 Days: Please see inserted pages

1Year or more: in back of contract.

In addition to the above, mechanics and utilitymen shall receive guaranteed four (4) hours of work or pay on a snow day. The mechanics and utilitymen must report for work to be assured of the work (4 hours) or the pay (4 hours).

**Section 2. Benefits:** Only those mechanics (including utilitymen for purposes of this section referred to as "mechanics") who have completed their initial probationary period with the Company and who work at least thirty (30) hours per week, fifty-two (52) weeks per year (working time to include paid vacation, leave days and leaves of absence), will be eligible for benefits. Those mechanics eligible for benefits will receive the following:

A. Blue Car Plan for ratificatio one (1) y coverage obligatio benefits payroll c the perio relating employe authoriz

**Please see inserted pages in back of contract.**

will pay for optical full month after ployees with at least the cost of this that the Company's e present level of paid on the next oymnt ends before t of the premium deducted from employee's iders will be a paid

by the employee, normally as a payroll deduction.

All employees hired after January 1, 2010 will pay 7% of their monthly premiums after their first year of employment.

- B. Ten thousand (\$10,000.00) Dollars term life insurance.
- C. After the completion of one (1) year of service maintenance personnel shall be entitled to ten (10) vacation days per year. Earned vacation days can be used up to one (1) year after earned and may be utilized in four (4) hour increments. Unused vacation days will be paid in the pay period following the employee's anniversary date of hire.
- D. In the event of termination, the employee shall be paid for unused vacation time accumulated only during the last year of employment and on a prorated basis of one (1) day for each (5) weeks employed following anniversary date.

**E. Six paid holidays. For purposes of this section, paid holidays shall be defined as:**

- 1. New Year's Day**
- 2. Memorial Day**
- 3. Fourth of July**
- 4. Labor Day**
- 5. Thanksgiving Day**
- 6. Christmas Day**

To be paid for holidays, employees must work the day before and the day after (example: if holiday is on a Monday, employee must work Friday and Tuesday), unless the employee is on a contractual leave, not schedule to work or otherwise granted time off.

- F. Company to reimburse mechanics for licenses and fees for certification as required by law or by the Company, only upon successful completion of the course and within ninety (90) days.**
- G. Six (6) laundered uniforms will be provided each week.**
- H. After the completion of one (1) year of service, mechanics shall be entitled to six (6) paid leave days per year. After the completion of two (2) years or more of service, mechanics shall receive ten (10) paid leave days per year. Such leave days may be allowed whether for personal reasons or illness and may be utilized in four (4) hour increments. All unused leave days will be paid to mechanics on the basis of eight (8) hours time, annually at the end of employer's anniversary date of hire, or, on the basis of one-half (1/2) day per completed month in the event of termination of employment for any reason before the employee's anniversary date of hire.**
- I. Mechanics shall be paid a tool allowance of \$150.00 for each contract year of this agreement, payable as agreed.**
- J. The employer shall provide a tool theft insurance policy which provides for benefits of \$150.00 deductible and then coverage up to \$2,000.00 for any tools that are stolen as result of a breaking and entering on the company's property.**

**Section 3: Eligibility – Group Insurance: When employment is interrupted by layoff, leaves of absence or for other reasons not involving loss of seniority, all Health/Life Insurance coverage under this Agreement (Article 25 and 26) shall continue for thirty (30) days following the day when such interruption occurs and for the balance of the month in which the thirtieth (30<sup>th</sup>) day occurs. When employment and seniority is terminated, all such insurance coverage shall cease on the date of such termination. In the case of an employee who is declared entitled Workers' Compensation benefits, the Company will continue Health / Life insurance coverage for 6 months from the date of such declaration of entitlement. Laid off employees,, on whose behalf the Company no longer contributes for Health / Life / Optical / Prescription insurance, may under the Rules of the Insurance Carrier, make self-contributions for the premium cost of such insurance to the Company.**

The Company may select any insurance carrier for life insurance coverage. The Company may select any insurance carrier for Health / Optical / Prescription benefits, if benefits are equal current benefits and if such selection is mutually agreeable to the parties.

**Section 4:** An eligible employee under Article 26 who is absent for normally scheduled work by reasons of Leave of Absence or layoff, shall lose 1/12 of paid vacation and 1/2 of paid leave days for each 30 consecutive days of such absence.

**Section 5:** The Company can establish a classification of lead mechanic and the fleet manger will appoint a mechanic (s) to such classification. A lead mechanic shall assign and schedule work and such assignments shall be complied with by the other mechanics. The lead mechanic shall be responsible for adequate inventory.

The rate of the lead mechanic shall be fifty (0.50) cents per hour over a mechanics regular rate. if the duties of a lead mechanic are no longer required, the Company can abandon such position a and return incumbents to the regular mechanic rate.

**Section 6:** Mechanic (s) within their location once each year (Oct. 1) can bid for shift (s). This does not permit change of locations. Shifts will be posted for three (3) days Monday – Friday.

Mechanics vacancies which the Company desires to fill or new positions (mechanics) shall be posted for three (3) days (Monday – Friday) at each location.

A laid off mechanic at one location can, based on Company seniority , bump to another location if the bumping employee's qualifications are the same as the bumped employees.

**Section 7:** The Company will adopt the ATU 401 (K) plan. There will be no employee contribution to the plan and the administrative cost for the plan will be borne by the participants.

## **ARTICLE 27 SERVICE LETTER**

**Section 1.** An employee upon request shall be given a letter from the Company showing his/her term of service and capacity in which he/she was employed.

## **ARTICLE 28 TRAINING CLASSES/CERTIFICATIONS/LICENSES**

**Section 1.** Any employee required to attend any Company sponsored training program will be paid the actual time he/she spends in such training program provided he/she completes the assigned training and is certified where applicable. Such payment shall be made on the next payroll period after written certification by an employee of attendance dates and times. Misrepresentation of time shall subject an employee to discipline.

**Section 2.** Company shall pay the cost of all renewals of endorsements for CDL, B, C, passenger endorsement, air brake rider, upon receipt.

The Company shall pay the cost of required physical examination, drug testing, and state or federal certification fees. Employee will be paid the appropriate rate upon meeting certification for the time

involved in taking required test for certification (ex. Road Test & 21 hours Oakland School Bus Driver Training). If employee is requested to travel from Company yard to Oakland Schools for training, the Company shall pay for all time (inclusive of travel spent in obtaining and or complying with certification. In order to be paid for travel time the employee must report, if requested by Company, to the office (punch in) prior to the beginning of their travel and must report to the employer (punch out) after their training.

## **ARTICLE 29 UNION - BULLETIN BOARD**

**Section 1.** The Company agrees that it will furnish a bulletin board in the shops, stations where employees gather, for the exclusive use of the Union for posting of all proper notices relating to Union matters, as approved by the Union. Such material will not be of a partisan political or defamatory nature.

**Section 2.** There shall be one committee person for each base location.

**Section 3.** The Union Steward (or alternate) will be granted time off to attend to representational duties and to attend ATU training seminars and conventions to a maximum of ten (10) days per year (September 1 to August 31). The Union shall provide the Company at least two (2) days notice prior to the need for the time off (4 days notice for two (2) or more consecutive days off). Management reserves the right to grant additional requests for time off for union business subject to the needs of the Company. Permission will not be unreasonably withheld.

Notwithstanding the above paragraph and in addition to the ten (10) days allowed by the above Paragraph the Company shall grant the Union Steward (or alternate) all the time requested by the Union necessary to attend meetings with the Company during contract negotiations.

Union Steward (or alternate) shall have super seniority for purposes of this section.

## **ARTICLE 30 WORK PROHIBITION – SUPERVISORY EMPLOYEES**

**Section 1.** Supervisory employees shall not normally perform bargaining unit work except in cases of emergency.

## **ARTICLE 31 TAKE HOME BUSES**

**Section 1.** The Company may allow drivers to take buses to their homes after routes upon written request granted but such buses are not to be used for personal business by employees. The Company shall have the right to require any employee to have a telephone at his/her place of residence as a condition of the privilege to take a Company bus to or from home before or after work hours. This program will be considered a privilege, by the parties and the Company may discontinue the privilege upon reasonable notice to the Union. The Company reserves the right to discontinue the policy on an individual basis for just cause without notice. The following is a list of

**ARTICLE 36  
COMPANY POLICY RE: EMPLOYEES ACCUSED  
OF FELONIOUS CRIMES**

**Section 1.** In those instances where a ServiCar employee is formally accused of a felony or high misdemeanor arising out of or in the course of his/her employment involving criminal intent or intoxication, the Company may in its discretion provide and pay for legal counsel in the employee's behalf, or, depending upon the circumstances of the incident giving rise to the charge, it may refuse to afford counsel.

In all instances, however, where a ServiCar employee is formally accused of a felony or high misdemeanor involving criminal negligence arising out of or in the course of his/her employment, the Company shall undertake to provide and pay for legal counsel in the employee's behalf.

The extent of the Company's obligation in such cases shall be to provide counsel only and shall not include the payment for any fines or Court expenses connected therewith.

**ARTICLE 37  
EVENT DRIVER**

**Section 1.** Will be under direct supervision of Trip Coordinator and Dispatch.

**Section 2.** Will be able to read a map and follow written and oral directions. Should be able to get along with Charter group.

**Section 3.** Will be required to handle vehicles plus all special equipment they may encounter while on the a trip, as requested by the Company.

**Section 4.** Will be responsible for their own personal transportation needs.

**Section 5.** Will be responsible for the vehicle that they are using for the day. All necessary paperwork and general housekeeping will be done to the satisfaction of the Trip Coordinator or Dispatch.

**Section 6.** All vehicles must have a full tank when trips are finished.

**Section 7.** Event work will have a five (5) hour guarantee per day, when working. If trip(s) is cancelled once driver has punched in and/or on the road, he/she shall be paid time worked for punch-in to punch-out or one (1) hour, whichever is greater. A one-way trip will have a three (3) hour guarantee or actual time whichever is greater. If any additional work is assigned on a schedule work day, the 5 hours guarantee applies.

**Section 8.** All of bids are final at Tuesday through possible weeker and all other trip assigned to the bid. An exception longer in time than length of the trip

Monday after 10:am and all schedules can be available. Whenever day through Saturday each weekend work will be trips will be put up for schedule if the said trip is immediately close to the same each trip, to the charter

**Please see inserted pages  
in back of contract.**

Driver schedule. Other schedules are bid on by se  
Driver that has not fulfilled  
have committed schedules  
on by charter Drivers only

Please see inserted pages  
in back of contract.

Friday when work is available. All  
ps will be assigned to the charter  
at day of the trip. If all drivers  
work then the call-in trip will be bid  
ed schedule or result in overtime.

**Section 9.** Any driver bidding on a new charter Drivers position will lose seniority rights during the year until bid day in October and will retain seniority wages and benefits. All positions will be bid on at bid day in October.

**Section 10.** All charter Drivers will abide by the same rules and regulations set forth by ServiCar for regular drivers and amended work rules for charter Drivers.

**Section 11.** Person shall be subject to disqualification for bidding on charter Driver position if they have excessive absentee record in the preceding 12 months worked.

**Section 12.** Charter Driver will have the option to do any other work, if qualified. Only when all Sub Drivers have been utilized.

**Section 13.** Expense money shall be available to charter Driver (s) or to bidders before he/she leaves garage on a charter trip. All Drivers are to report to Bookkeeping after assignment of an charter with anticipated expenses. All expenses on a charter trip shall be paid upon presentation of signed Vendors Receipt. Meal allowance shall be \$4.25 for each full five (5) hour period with a maximum meal allowance of \$20.00 for a twenty-four hour period.

**Section 14.** Charter and other drivers on one-day, overnight or first and last day of a multiple-day assignment will be paid hours worked from sign-on to sign-off or five hours guarantee, whichever is greater, with a meal allowance, as defined in Section 13 above.

**Section 15.** Charter and other drivers on a multiple day assignments will be paid hours worked last day of the charter. For all other days, they will be paid hours worked from sign-on to from sign-on to sign-off or five hours guarantee, whichever is greater, for the first and sign-off with a eight hour guarantee in each 24 hour calendar with a meal allowance not to \$20.00 in any calendar day, as defined in Section 14.

**Section 16.** All Drivers on all Charter Trips (including overnight & multi-day) will be require to keep interiors of vehicles clean, including sweepings, dusting, cleaning windows, cleaning seats, head rests and maintaining bathrooms.

**Section 17.** The Company shall provide a room for drivers on overnight trips. No more than one driver will be assigned to a room. On trips where private rooms are not available, or under extenuating circumstances, the Company may request a driver to share a room.

**Section 18.** Charter driver who are required to work on holidays, as listed under Article 26, Section E, will receive holiday pay of five hours in addition to hours worked or guaranteed for that day.

**Section 19.** When an additional service is requested of drivers assigned to charter they will render the service as defined on the order. The driver will be paid for additional time requested by the group upon submission by the driver with a proper written report signed by the group leader showing the services rendered. Only when time requested goes beyond guaranteed hours, section 14 & 15 above, shall apply.

**Section 20.** Requests for a particular operator (driver) by a group will be awarded at the discretion of the Company. Requests will not be honored if the trip interferes with a driver's

regular route. Requests will not be honored if taking work away from other charter driver's bid schedule resulting in overtime.

**Section 21.** Should be dressed in a professional manner at all times. Drivers should wear white shirt/blouse, black pants/slack, dark socks, and dark rubber soled, flat heeled shoes. Uniforms; vest or sweater, and badges will be supplied to the driver by the Company, and shall be worn on all trips.

**Section 22.** Any extra charter work (weeknights & weekends) not bid on, will be assigned to the charter Drivers by reverse seniority.

**Section 23.** All charter Drivers will take a one (1) hour mechanical training course, paid at straight time pay and given by ServiCar Maintenance Foreman or Mechanic upon request of Management.

**Section 24.** If schedule trip is cancelled, driver must be notified 30 minutes prior to scheduled start time or be paid one (1) hour pay. If a trip is cancelled after driver is on the road, driver will be paid a minimum of one (1) hour or actual time, whichever is greater.

**Section 25.** The Company will adopt the ATU 402 (K) plan. There will be no employer contribution to the plan and the administration cost for the plan will be borne by the participants.

**Section 26. Hourly Rates**

Event Dr	01/12	01/14	01/12
New H			
Certifie			
1 Yr. T			
5 Yr. T			
7 Yrs t			

**Please see inserted pages  
in back of contract.**

**Section 27.** All language referred to as "Charter" will be referred to as "Event".

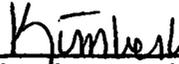
**ARTICLE 38**

**TERMINATION OF AGREEMENT**

**Section 1.** This  
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of a desire to

**Please see inserted pages  
in back of contract.**

  
Amalgamated  
President, Loc

  
Inc.  
President

Date: 2-2

**LETTER OF AGREEMENT**

**Amalgamated Transit Union  
Local 1564  
551 E. 11 Mile Rd. Suite D  
Madison Heights, MI 48071**

**Re: ServiCar of Michigan, Inc.**

**Gentleman:**

**The purpose of this letter is to confirm in writing the understanding as hereinafter set forth. When Company purchases buses with different capacities than busses of more than 21 passengers or if the pre-trip inspection procedure should change the Company on request by the Union shall re-negotiate inspection time allowance, reference to Article 21, Section 9.**

**In order to confirm our understanding as set forth in this letter we ask that you execute in the space provided, one (1) of this letter for your files**

**Very Truly Yours,**

**ServiCar of Michigan, MI**



**Linda O'Shea  
Vice President & Treasurer**

**Amalgamated Transit Union**

**BY: Kimberly Leans Effective 10/30/95**

## LETTER OF UNDERSTANDING

Amalgamated Transit Union  
Local 1564  
551 E. 11 Mile Rd. Suite 1D  
Madison Heights, MI 48071

### Re: TRAINING

The purpose of this letter is to confirm in writing the understanding as hereinafter set forth.

At this time the Company will be selecting an Alternate Trainer. The individual selected to Serve in this position will act as a Trainer in the event that the official Trainer is unavailable to train. The Alternate Trainer may also be requested to assist the trainer with various duties as assigned. The Alternate Trainer will receive training wages only when acting as a Trainer.

This letter is subject to cancellation by either party by a 30 calendar day written notice of Cancellation served by one party to another.

  
Union Representative  
A.T.U. Local 1564

  
Linda M. O'Shea, Vice President  
ServiCar of Michigan, Inc.

JA

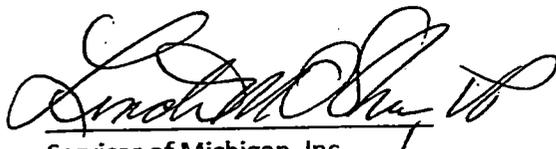
PROPOSAL #3 – UNION SECURITY

FROM SERVICAR

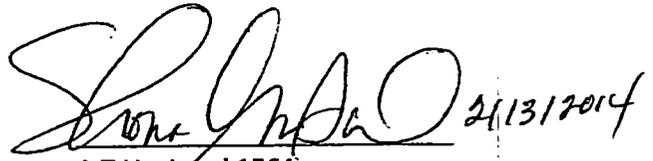
TO : ATU, LOCAL 1564

**ARTICLE 6 – UNION SECURITY - page 3**

**Section 1.** On the sixtieth (60<sup>th</sup>) calendar day following the effective date of this agreement, or on the sixtieth (60<sup>th</sup>) working day following the beginning of their date of employment, whichever is the latter, all employees coming within the scope of this agreement shall become and remain members of the Union, per the employee's choice to join the union, in accordance with the laws of the State of Michigan, as a condition precedent to their continued employment with the Company.



Servicar of Michigan, Inc.  
Linda M. O'Shea, VP



A.T.U., Local 1564  
Kimberly Hearn, President

Date: 2-13-14

7

T

TA

**PROPOSAL # 1 – INSURANCE**

**FROM SERVICAR**

**TO : ATU, LOCAL 1564**

**ARTICLE 25  
BENEFITS OTHER THAN MECHANICS  
SECTION 1.**

~~Section 1. Medical Insurance: The company will pay fifty (50%) percent of the cost of Blue Cross-Blue Care Network medical insurance coverage (on employee only) during the employee's first year of employment following the probationary period and will pay one hundred (100%) percent of the cost thereafter. Employee shall have the opportunity to enroll for medical insurance coverage upon completion of probationary period, upon the first of the month following their first year anniversary date, or during open enrollment period.~~

~~All employees hired after January 1, 2010 will pay 7% of their monthly premiums after their first year of employment.~~

~~The company will pay for the optical plan for employees only with one (1) year seniority.~~

~~Effected the first full month after ratification of this Agreement, the Company will reimburse those employees with at least one (1) year of seniority who enroll in the People's Prescription Plan for the cost of this coverage, upon submission by the covered employee of an invoice, provided that the company's obligation will be limited to the payment of the actual premium for the present level of benefits not to exceed a maximum of \$9.00 per month the first year of this agreement and \$10.00 per month the second year of the agreement and \$11.00 the third year of the agreement.~~

~~This reimbursement will be made on the next payroll check following receipt of the invoice. If an employee's employment ends before the period of coverage for which the Company has paid, the amount of the premium relating to the period after the employee's employment ends will be deducted from the employee's final pay check. This contractual provision will serve as the employee's authorization for this deduction.~~



Servicar of Michigan, Inc.  
Linda M. O'Shea, VP

 2/13/12

A.T.U., Local 1564  
Kimberly Hearn, President

Date: 2-13-14

11

7/18

**PROPOSAL #2 – INSURANCE (revised 1/27/14 4:30pm)**

**FROM SERVICAR**

**TO : ATU, LOCAL 1564**

**ARTICLE 25  
BENEFITS OTHER THAN MECHANICS  
SECTION 5**

**Section 5. Eligibility – Group Insurance –** When employment is interrupted by layoff, leaves of absence or for other reasons not involving loss of seniority, all ~~Health~~/Life insurance coverage under the Agreement (Article 25 and 26) shall continue for thirty (30) days following the day when such interruption occurs, and for the balance of the month in which the thirtieth (30<sup>th</sup>) day occurs. When employment and seniority is terminated, all such insurance coverage shall cease on the date of such termination.

In the case of an employee who is declared entitled to Worker's Compensation benefits, the Company will continue ~~Health~~/Life insurance coverage for 6 months from the date of such declaration of entitlement.

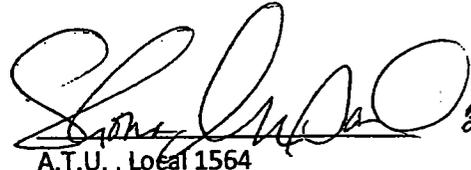
Laid off employees, on whose behalf the Company no longer contributes for ~~Health/Life/Optical~~ insurance, may, under the Rules of the Insurance Carrier, make self contributions for the premium cost of such insurance to the Company.

The Company may select any insurance carrier for life insurance coverage.

~~The Company may select any insurance carrier for Health/Life/Optical Prescription Benefits, if benefits are equal to current benefits and if such selection is mutually agreeable to the parties.~~

~~Employees must work a minimum of five days during summer months (July and August) to maintain coverage under Section #1, unless the employee is not afforded the opportunity to work the minimum number of days per month, due to lack of work, in which case, coverage under Section #1 will continue.~~

  
Servicar of Michigan, Inc.  
Linda M. O'Shea, VP

 2/14/2014  
A.T.U., Local 1564  
Kimberly Hearn, President

Date: 2/13/14

III

<b>Drivers:</b>	<b>9/13-2/14/14</b>		<b>4/1/2014</b>		<b>9/1/2014</b>		<b>9/1/2015</b>	
	<b>2% retro</b>		<b>3.0%</b>		<b>3.0%</b>		<b>4.0%</b>	
New Hires	7.78 \$	7.94 \$	8.18 \$	8.43 \$	8.77 \$			
Certification	12.00 \$	12.24 \$	12.61 \$	12.99 \$	13.51 \$			
1 - 2 Years	12.00 \$	12.24 \$	12.61 \$	12.99 \$	13.51 \$			
2 - 3 Years	13.38 \$	13.65 \$	14.06 \$	14.48 \$	15.06 \$			
3 - 5 Years	13.69 \$	13.96 \$	14.38 \$	14.81 \$	15.40 \$			
5 - 10 Years	13.91 \$	14.19 \$	14.62 \$	15.06 \$	15.66 \$			
10 Years or More	14.19 \$	14.47 \$	14.90 \$	15.35 \$	15.97 \$			
<b>Aides:</b>	<b>2% retro</b>		<b>3.0%</b>		<b>3.0%</b>		<b>4.0%</b>	
New Hires	7.78 \$	7.94 \$	8.18 \$	8.43 \$	8.77 \$			
90 days	8.07 \$	8.23 \$	8.48 \$	8.73 \$	9.08 \$			
1 - 2 Years	8.77 \$	8.95 \$	9.22 \$	9.50 \$	9.88 \$			
2 - 3 Years	9.39 \$	9.58 \$	9.87 \$	10.17 \$	10.58 \$			
3 Years or more	10.02 \$	10.22 \$	10.53 \$	10.85 \$	11.28 \$			
<b>Mechanics:</b>			<b>2.0%</b>		<b>2.0%</b>		<b>2.0%</b>	
New Hires	14.68	None	\$ 14.97	\$ 15.27	\$ 15.58			
90 days	15.68	None	\$ 15.99	\$ 16.31	\$ 16.64			
1 years or more	16.44	None	\$ 16.77	\$ 17.11	\$ 17.45			
<b>Utilitymen:</b>			<b>2.0%</b>		<b>2.0%</b>		<b>2.0%</b>	
New Hires	8.17	None	\$ 8.33	\$ 8.50	\$ 8.67			
90 days	8.80	None	\$ 8.98	\$ 9.16	\$ 9.34			
1 Years or more	9.40	None	\$ 9.59	\$ 9.78	\$ 9.98			
<b>Event Drivers:</b>	<b>2% retro</b>		<b>3.0%</b>		<b>3.0%</b>		<b>4.0%</b>	
New Hires	10.78 \$	11.00 \$	11.33 \$	11.67 \$	12.14 \$			
Certified	11.44 \$	11.67 \$	12.02 \$	12.38 \$	12.88 \$			
1 - 5 Years	12.00 \$	12.24 \$	12.61 \$	12.99 \$	13.51 \$			
5 - 7 Years	13.48 \$	13.75 \$	14.16 \$	14.58 \$	15.16 \$			
7 Years or more	14.67 \$	14.96 \$	15.41 \$	15.87 \$	16.50 \$			

YAS Email Tom

PROPOSAL #4 – MECHANIC INSURANCE

FROM: SERVICAR

TO: ATU, LOCAL 1564

ARTICLE 26, SECTION 2 (A)

**Section 2. Benefits:** Only those mechanics (including utility men for purposes of this section referred to as "mechanics") who have completed their initial probationary period with the Company and who work at least thirty (30) hours per week, fifty-two (52) weeks per year (working time to include paid vacation, leave days and leaves of absence), will be eligible for benefits. Those mechanics eligible for benefits will receive the following:

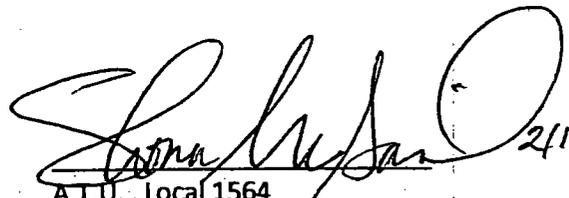
- A. Blue Care Network coverage ~~paid in full family plan, at the level of coverage that is mutually agreed upon.~~ The Company will pay for optical Plan for employee only with one (1) year seniority. Effective the first full month after ratification of this agreement, the Company will reimburse those employees with at least one (1) year of seniority who enroll in the People's Prescription Plan the cost of this coverage, upon submission by the employee of an invoice, provided that the Company's obligation will be limited to the payment of the actual premium for the present level of benefits not to exceed \$9.00 per month. This reimbursement will be paid on the next payroll check following receipt of the invoice. If an employee's employment ends before the period of coverage for which the Company has paid, the amount of the premium relating to the period after the employee's employment ends will be deducted from employee's final check. This contractual provision will serve as the employee's authorization for this deduction. The Company may select any insurance carrier for Health/Life/Optical and Prescription benefits, if benefits are equal to current benefits and if such selection is mutually agreed to by the parties, and consistent with legal requirements.

The cost for a family continuation rider will be a paid by the employee, normally as a payroll deduction.

All employees hired after April 1, 2014 will pay 7% ~~25%~~ 20% of their monthly premiums after their first year of employment for family coverage and the cost of any family continuation riders, ages older than 19, normally as a payroll deduction. This contractual provision will serve as the employee's authorization for these deductions.



Servicar of Michigan, Inc.  
Linda M. O'Shea, VP



A.T.U., Local 1564  
Kimberly Hearn, President

Date: 2/13/14

2/13/26



TA

**PROPOSAL #5 – EVENT DRIVERS**

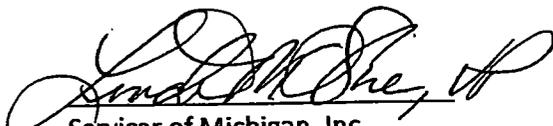
**FROM: SERVICAR**

**TO: ATU, LOCAL 1564**

**ARTICLE 37 -EVENT DRIVER**

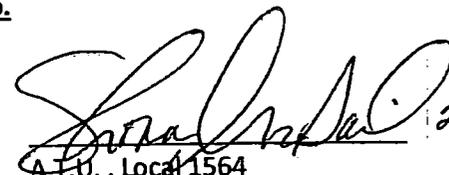
**SECTION 8 : RE-FORMATED AND RE-WRITE**

- A) All Event Drivers must bid on weekly schedules starting Wednesday after 10am and all bids are final at 12:00 noon on Thursday, in person or by phone. ~~Two (2) schedules can be Tuesday through Saturday, all other Monday through Friday when work is available. Whenever possible weekend work will be assigned to the schedule(s) covering Tuesday through Saturday~~ Schedules will consist of Sunday and go through Saturday, when work is available, and not to result in overtime and all other trips will be up for bid. ~~Whenever possible, highway motor coach weekend work will be assigned to schedule covering Tuesday through Saturday and all other trips will be put up for bid.~~
- B) An exception is- shall be that any trip will be assigned to the charter ~~Event~~ Event Driver's schedule, if the said trip is longer in time than the trip that would be posted for bid. When a one way trip is the only work left, on a daily basis, it may be assigned with another schedule, that already meets the guarantee for that day, and shall not result in overtime. ~~When all trips are approximately close to the same length of the time the trip will be assigned, proved it is a highway motor coach trip, to the charter Driver schedule. Other schedules will consist of Monday through Friday when work is available.~~
- C) All schedules are bid on by seniority and assigned. Any late call in trips will be assigned to the charter ~~Event~~ Event Driver(s) that has not fulfilled their 5 hours or who are not working that day of the trip and shall not result in overtime for their weekly schedule. If all drivers have committed schedules for that day and have their 5 hours of work then the call in trip will be bid on by charter ~~Event~~ Event Drivers, ~~only if it does not interfere with their committed schedule or, and not result in overtime.~~ If said trip is to be up for bid and all drivers bidding will go into overtime the Event Driver will be assigned as the preferred driver.
- D) Weekend work not on a schedule will be up for bid. Event drivers will be preferred drivers and will be awarded the bid by seniority, not to result in overtime. If all Event drivers are in overtime the said trips will be assigned to all other bidding drivers. If all drivers are in overtime the Event drivers will be award the said trip.

  
Servicar of Michigan, Inc.

Linda M. O'Shea, VP

Date: 2-13-14

 2/13/2014  
A.T.U., Local 1564  
Kimberly Hearn, President

V

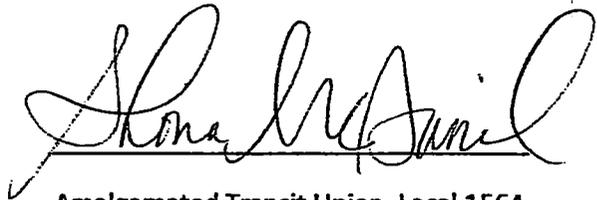
**ARTICLE 38**

**TERMINATION OF AGREEMENT**

Section 1. This agreement shall be effective from September 1, 2013 and continue in full force and effect through August 31, 2016 and for consecutive one year periods thereafter, unless not less than sixty days nor more than ninety days prior to September 1, 2016 or any yearly anniversary thereafter a written notice shall be given by either party of a desire to terminate this agreement.



Servicar of Michigan, Inc.  
Linda M. O'Shea, Vice President



Amalgamated Transit Union, Local 1564

Date: 2-25-14

