

K# 840257



AGREEMENT

Between

**DETROIT WINDSOR TUNNEL LLC
DETROIT, MICHIGAN**

And

**AMALGAMATED TRANSIT UNION
LOCAL 1564
AFL-CIO-CLC**

NOVEMBER 14th 2013

To

NOVEMBER 13th 2016

INDEX	SECTION	PAGE
401 (K) Plan	15.10	24
Absence, Leaves of	16.01	25
Arbitration	5.01	7
Assignments, Temporary	8.10	12
Bereavement Pay	16.03	26
Bids - New Jobs	8.04	10
Blue Cross - Blue Shield Insurance	15.01	21
Bulletin Boards - Seniority Lists	8.07	11
Bulletin Boards - Union Notices	18.04	27
Cafeteria Plan	15.06	21, 22
Call Back Pay	10.06	14
Change of Address	10.11	15
Check Off - Union Dues	3.02	6
Coffee Breaks	10.08	15
Committee, Union	4.01	6
Death in Family	16.03	26
Dental Insurance	15.02	21
Disabled Employees	8.09	12
Disability Insurance, Long-term	15.12	24
Disciplinary Action	6.02	9
Disciplinary Action, Sunset Clause	6.03	9
Duration of Agreement	20.01	29
Education, Reimbursement for	18.06	27
Excluded Positions, Promotion to	8.06	11
Executive Board Member/Alternate	4.01	6
Extra Work	10.03	14
Fringe Benefits, Eligibility for	15.14	25
Funeral Leave	16.03	26
Grievance Procedure – Steps	5.01	7, 8
Holidays and Holiday Pay	13.01, 13.02	18
Holiday Pay – Eligibility	13.03	19
Hospital - Medical - Surgical Insurance	15.01 -15.08	21, 22
Hours of Work	10.01	13, 14
Identification Cards	18.07	28
Immigration Laws	18.01	27
International Operations	18.01	27
Jury Duty	16.04	26
Laws, Agreement Subordinate to	18.09	28
Layoffs	9.01, 9.02	13
Leaves of Absence, Unpaid	16.01	25
Leaves of Absence, Sick Leave	16.01	25
Licenses, CDL, Chauffer's, Trade	18.08	28

INDEX	SECTION	PAGE
Life Insurance	15.13	25
Loss of Seniority	8.08	11, 12
Lunch Periods	10.07	15
Management Rights	2.01	5
New Jobs	8.04	10
No Strike or Lockout	7.01, 7.02, 7.03	10, 11
Notice of Recall	9.02	13
Optical Insurance	15.05	21
Overtime Distribution	10.02	14
Overtime Assignments, Notification by Telephone	10.04	14
Overtime Pay	10.01	13, 14
Paid Absence	16.02	25, 26
Paid Holidays	13.01, 13.02	18, 19
Parking for Employees	18.05	27
Part Time Employees - General	11.01	16
Part Time Employees - Assignments	11.02	16
Part Time Employees - Maximum Number	11.02	16
Part-Time Employees - Rates of Pay	11.03	16, 17
Part Time Employees - Break-In Period	11.04	17
Past Practices	19.01	28
Pension Plan	15.09	22
Posting - New Jobs and Vacancies	8.04	10, 11
Probationary Period	8.01	10
Probationary Employees- Rate of Pay	8.01	10
Promotions – Procedures	8.11	12
Promotions - Trial Period	8.05	11
Rates of Pay	12.01, 12.02	17
Recall	9.02	13
Recognition of Union	1.01	5
Reduction in Force	9.01, 9.02	13
Representation by the Union	4.01	6
Retiree Health Care, Eligibility for	15.08	22
Rules and Regulations	6.01	9
Seniority, Acquisition of Company	8.02	10
Seniority, Determination of	8.07	11
Seniority - Excluded Positions	8.06	11
Seniority, Loss of	8.08	11, 12
Seniority, Promotions, Transfers and Shift Picks	8.01	10
Seniority, Roster	8.07	11
Shift Premium	10.09	15
Sick Leave – General	16.01	25

INDEX	SECTION	PAGE
Sickness and Accident Insurance	15.11	24
Shifts – Scheduling	10.06	14
Subcontracting Work	2.01	5
Temporary Work Assignments	8.10	12
Termination of Agreement	20.02	29
Transfers to Other Departments	8.03	10
Tuition Reimbursement	18.06	27
Uniforms	17.01, 17.02	27
Union Committee	4.01	6
Union Emblems	18.03	27
Union Security	3.02	6
Vacancies – Job	8.04	10, 11
Vacation – Allowances	14.01, 14.02, 14.04	19, 20
Vacation Pay - Termination of Employment	14.07	20
Wage Progression	12.02	18
Witness Fees, Supplement	16.05	26
Work Week	10.01	13
Written Communications	18.02	27

ARTICLES OF AGREEMENT

November 14th 2013 until November 13th 2016

Entered into by and between **DETROIT WINDSOR TUNNEL LLC** hereinafter called the "Company", party of the first part, and the **AMALGAMATED TRANSIT UNION, LOCAL 1564, AFL-CIO-CLC**, hereinafter called the "Union", party of the second part.

ARTICLE I

RECOGNITION

1.01 The Company recognizes the Union as the duly designated and sole collective bargaining representative for all regular and full time employees in the occupations set forth in the wage provisions hereof or any substantially similar occupations if the same are created in the groups and departments hereinafter referred to, excluding employees who are carried on the Canadian payroll of the Company, part-time employees, office and clerical employees, and supervisory employees with the power to hire or fire or with the right to effectively recommend hiring or firing, and agrees to meet and work with the duly accredited officers and committees of the Union on all questions relating to hours, wages, and working conditions, and agrees to deal with the Union, as hereinafter provided. Those persons covered by this agreement are referred to herein as "employees".

ARTICLE II

MANAGEMENT RIGHTS

2.01 The management of the Company and the direction of the working force, including the right to hire, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency among its employees, and the right to determine the extent to which and the manner in which the Company's business shall be conducted, is vested exclusively in the Company, except as otherwise expressly provided herein. The Company shall have the right to assign the work, determine the shifts, assign employees to the respective shifts, to transfer employees regularly assigned to a job classification to work in other job classifications, to eliminate job classifications and to establish new job classifications. The Company shall have the right to eliminate or discontinue any job, in whole or in part, and/or to hire independent persons, firms, or agencies to do any work which in the opinion of the Company cannot be adequately done by the employees; provided, the Company gives the Union 14 days notice of the elimination of any such job classification or the Company informs the Executive Board Member of its intent to subcontract any maintenance work of a type previously performed by employees in advance of the commencement of the work, and explain the reasons why the work is being subcontracted. The Company agrees that it will not eliminate or discontinue any job or hire any Independent persons, firm or agency to do any work for the purpose of discriminating against Union members or for the purpose of evading the terms of this agreement.

2.02 Salaried personnel will not do work normally performed by employees except when instructing or assisting employees or in the event of an emergency.

ARTICLE III

UNION SECURITY AND CHECK-OFF

3.01 Refer to Letter of Understanding # 5 dated March 26th 2013 Regarding Union Security and Check-Off.

3.02 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 and such regular assessments as may be assessed against such member by the Union in accordance with its Local By-Laws. The Union shall be responsible for notifying the Company of the amount of such dues and assessments and for delivery to the Company of signed authorizations.

3.03 Nothing contained in this Article shall be construed so as to require the Company to violate any applicable law, state or federal, including, but not by way of limitation, the Labor-Management Relations Act of 1947, as amended.

3.04 The Union shall indemnify and hold the Company harmless from any claims arising out of the operation of this Article.

ARTICLE IV

REPRESENTATION

4.01 The Company agrees to recognize a Union Committee of three (3) employees, consisting of one (1) Executive Board Member and two (2) Alternate Executive Board Members, who will be allowed reasonable time to perform necessary Union business arising out of the administration of this Collective Bargaining Agreement, but not including negotiation time, while on the Company property, without loss of pay. There shall be no interference with the operation of the Tunnel or the business of the Company occasioned thereby. An Alternate Executive Board Member will act as a Union representative in the absence of the Executive Board Member. Employees will conduct purely Union business not directly related to administration of this Agreement during their non-working time.

ARTICLE V

GRIEVANCE PROCEDURE

5.01 A grievance is a dispute between the Company and any employee or employees arising out of the application and/or interpretation of the terms and conditions of this Agreement. Grievances that arise between the Company and employees shall be settled in the following manner:

Step 1 Between the employee and/or his duly authorized representative and his immediate supervisor.

Step 2 In the event the grievance has not been satisfactorily settled at the meeting in Step 1, the parties may proceed to Step 2 on a written grievance signed by the employee and/or the Union and delivered to the Company within ten (10) days of such meeting. The grievance should identify the reason for the dispute, the contract provision(s) involved, the facts relating to the dispute, and the relief requested. A Step 2 meeting will be held within twenty (20) days thereafter between the Committee, a representative (s) of the Union, the Executive Vice President of the Company, and such other member(s) of management, as he may deem appropriate to settle the grievance. The Company will furnish the Union with a written response to the grievance not later than ten (10) days following the Step 2 meeting.

Step 3

- (a) Any unresolved grievance, which has been fully processed through Step 2 of the Grievance Procedure, may be submitted to arbitration by the Union in strict accordance with the following provisions.
- (b) Arbitration shall be invoked only by written demand to arbitrate from the Union to the Executive Vice President of the Company mailed not more than thirty (30) days, following receipt by the Union of the Company's decision in Step 2 of the Grievance Procedure.
- (c) Simultaneously with the Union sending the demand for arbitration to the Company, the Union must forward a formal request to the Federal Mediation and Conciliation Service (Washington, D.C. 20427, Attn: Office of Arbitration Services) to supply an arbitration panel list. Should the parties be unable to agree upon the selection of an arbitrator after being served with two (2) panel lists, then the FMCS shall make a direct appointment of an arbitrator under the FMCS rules, upon request of either party. In all other respects, the selection process shall be governed by FMCS procedures.
- (d) The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and the Arbitrator shall be without power and authority to make any decision contrary to, or inconsistent with or adding to, modifying or varying in any way, the terms of this Agreement, including any wage rates or fringe benefits. The Arbitrator may conduct such investigations as may be considered appropriate by the Arbitrator.

- (e) The Arbitrator's decision shall be final and binding on the Union and all employees covered by this Agreement and on the Company; however the Company or the Union may challenge the award if it was not made in accordance with the Arbitrator's jurisdiction and authority under this Agreement.
- (f) In the event a case is appealed to an Arbitrator who finds that no power exists to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
- (g) The fees and expenses of the arbitration, including the cost of the Arbitrator and room rentals, shall be paid one-half (1/2) by the Company and one-half (1/2) by the Union.
- (h) The Company or the Union may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses that they may call. The aggrieved employee (and as to a class grievance, not more than one (1) grievant-employee), and not to exceed two (2) employee Union representatives, may attend the arbitration hearing without loss of pay. Other necessary employee witnesses, with the approval of their supervisor (which will not be unreasonably withheld) and whose testimony is material to the dispute, may be permitted to attend the hearing, which attendance shall be treated as a non-paid leave of absence and not compensated by the Company.

5.02 The following general rules shall govern all proceedings in Steps 1 through 3 of the Grievance Procedure:

- (a) The term "days" as used herein shall mean calendar days excluding Saturdays, Sundays and the holidays specified in Article XIII hereof.
- (b) It shall be optional to the Company to decline to consider any grievance the alleged circumstances of which originated or occurred more than seven (7) days, exclusive of Saturdays, Sundays and paid holidays, prior to its presentation in Step 1 of the Grievance Procedure (or as to safety grievances in Step 2), or seven (7) such days from the time the employee or the Union became aware or should have become aware of such occurrence.
- (c) Any grievance not appealed by the Union from a decision in any Step of the grievance procedure to the next Step within the time required by this Article, shall be considered settled on the basis of the last answer of the Company and shall not be subject to further appeal. The failure of the Company to respond to a grievance in any Step on a timely basis shall be considered as a granting of the grievance. Time limits as established in the Steps of the grievance procedures shall be binding on the Company, the employee(s) involved and the Union unless extended in writing signed by both parties.
- (d) A grievance may be withdrawn at any Step, except that it may not be withdrawn after it has been heard by an arbitrator without the written consent of all parties. A grievance so withdrawn may not be re-instituted or reinstated.

- (e) A complaint concerning alleged safety hazards affecting employees may be submitted directly to Step 2 of the Grievance Procedure. Such safety complaints, if not resolved at Step 2, shall not be subject to the binding arbitration provisions of Step 3 hereof, and shall be determined by the last answer of the Company in Step 2.
- (f) All claims for back pay under the Grievance Procedure shall be limited to compensation the employee would have otherwise earned from the Company except for the matter grieved, less any compensation received by him for gainful employment elsewhere and/or unemployment compensation benefits the employee received during the period of back pay.

ARTICLE VI

RULES AND DISCIPLINE

6.01 The Company may establish and enforce reasonable rules and regulations governing employees (and modifying existing rules and regulations), including those relating to the conduct and work performance of employees and the establishment of procedures concerning absences and tardiness of employees. Such rules and regulations shall be set forth in writing and posted on the bulletin boards.

All existing rules and regulations not in conflict with provisions of this Agreement shall remain in effect until superseded or changed by subsequent rules and regulations not in conflict with this Agreement.

6.02 An employee who is to be called into the office for the purpose of the investigation of possible disciplinary action and/or for imposition of discipline shall be permitted to be accompanied by a Union representative. Prior to such action, the Company agrees it will contact the Union representative who will be present and will orally inform the Union representative of the reason for such investigation, and if applicable, the possible discipline to be given.

6.03 A disciplinary action form will be removed from an employee's personnel file eighteen (18) months after occurrence.

ARTICLE VII

NO STRIKE OR LOCKOUT

7.01 During the term of this Agreement, no employee shall take part in or cause any strike of any type against the Company. Any employee who engages in any such prohibited conduct shall be subject to disciplinary action, up to and including discharge.

7.02 The Union agrees that neither it nor its representatives shall authorize, permit, or assist in any activity that violates the spirit of this Article.

7.03 There will be no "lock-out" by the Company to gain concessions from or to resist demands or grievances of the Union or any employee during the term of this Agreement.

ARTICLE VIII

SENIORITY PROMOTIONS, TRANSFERS AND SHIFT PICKS

8.01 A new employee who has been hired for full-time employment will be a probationary employee for the first ninety (90) days worked by him (unless earlier terminated by the Company) so that the Company may attempt to assess his ability to satisfactorily and competently perform the position for which he was hired. In the event the Company does not terminate his employment during this probationary period, his application for full-time employment shall stand approved; unless it later develops that false information was given in applying for employment, in which event the Company will be deemed to have good cause to dismiss the employee. During his probationary period the employee will be paid sixty (60) cents less per hour than the base rate of a full-time employee in the same classification; upon his successful completion of the probationary period and his attainment of full-time employment he shall be raised to the base rate of a full-time employee in the same classification. The Company may exercise its discretion to terminate a probationary employee for any reason and the discipline and the grievance procedures (including arbitration) set forth in this Agreement will not apply or be available to any probationary employee during his probationary period.

8.02 For purposes of this Agreement the term seniority shall in all cases mean Company seniority.

8.03 Employees may be temporarily transferred by the Company from one department to another; provided, the employee with the least Company seniority will be transferred, except as provided in the following paragraphs.

8.04 When new jobs are created or permanent vacancies occur (other than vacancies created by vacations or illness), they shall be posted by the Company on the bulletin boards for five (5) days prior to the Company permanently filling such new jobs or vacancies by the hiring of new employees. The employee with the greatest Company seniority of those who have applied in writing to his Supervisor through an Executive Board Member will be given preference in filling such new jobs or vacancies, consistent with his ability to perform the services required in a manner satisfactory to the Company. If a new job or vacancy is filled by an employee of the Company who has previously been working in another classification, the vacancy thereby created will be posted for a five (5) day period within fourteen (14) Days after such vacancy is created. A vacant job may be temporarily filled during any such five (5) day period by the Company without posting. It is understood and agreed that a posting shall not be required as to promotions within the Maintenance Division classification for a Journeyman Electrician and a Mason.

All employees who select a toll assignment must have the ability to collect toll.

If an employee is on vacation when filling of a vacancy is posted, he will be considered to have bid for the job.

Nothing contained in this Section shall be deemed to cut off the right of any employee having greater seniority to present a grievance if he feels he has been discriminated against as a result of any such promotion. If a position becomes temporarily vacant due to a known absence of sixty (60) days or longer, the position will be available for one (1) bump within the same job classification, provided no overtime payment is required as a result of the shift change. If this bump creates a new known absence of sixty (60) days or longer in a different job classification, one (1) bump will be allowed in that job classification, provided no overtime payment is required as a result of the shift change.

Based on their Company seniority, Detroit Plaza employees will pick shift assignments to toll and traffic at least three (3) times per year with no more than four (4) months elapsing between shift picks.

All new hires will be laborer who will be required to have CDL qualifications and who will be paid a percentage of the rate paid to laborers with CDL

8.05 Subject to Section 8.12 hereof, when an employee bids on a new job to fill a vacancy or for promotion to a better paid job and is assigned to such job by reason of his bid, such employee will have a period of forty five (45) days worked by him to decide if he wishes to stay on the job and the Company has forty five (45) days worked by him to decide whether or not it desires to make the appointment permanent; provided, however, that if the employee has been previously employed in that department, the period shall be thirty (30) work days worked by him. If the assignment is terminated by either of the parties within the above forty five (45) (or thirty (30)) days worked period, such employee will go back to his old job except in the case of layoff as provided in Section 9.01 of Article IX.

8.06 Any employee selected by the Company to fill an excluded position shall have three (3) months in which to satisfy himself and the Company of his fitness, at the end of which time, if he does not remain in the excluded position, he shall be returned to his original position without loss of seniority. In the event, however, that he continues in the excluded position, he shall cease to accrue seniority as of the date of which he first entered upon the duties of the excluded position, but he shall retain his original acquired seniority until broken in accordance with the seniority rules herein.

8.07 A Company seniority roster shall be posted on bulletin boards showing the Company seniority of each employee. The Company seniority rank of any employee will be determined by the date on which he was hired and if two or more employees are hired on the same date, the hour of employment will determine the seniority. Current seniority rosters must be posted not later than January 1 and July 1 of each year. Any protest in seniority rosters must be made within thirty (30) days from the date of posting, or the roster shall stand as correct, indisputable errors excepted. Current seniority rosters and other information relative to seniority or leaves of absences will be furnished to the Union.

8.08 Seniority will be forfeited if:

- (a) The employee quits;
- (b) The employee is discharged for cause;
- (c) The employee has been laid off for a period of three (3) years. For employees hired after April 1st 2009, the period will be one year.

- (d) The employee has not complied with Section 3.01 of Article III;
- (e) The employee is absent from work for three (3) consecutive assigned working days without properly notifying the Company, unless the employee was prevented from giving such notice by circumstances beyond his control (but in no event for beyond ten (10) assigned working days);
- (f) The employee fails to return to work within five (5) calendar days following the end of a leave of absence or after being notified to report for work, unless the employee was prevented from returning to work or giving such notice by circumstances beyond his control (but in no event beyond ten (10) assigned working days thereafter); or
- (g) The employee retires (except that seniority may be reinstated in the event of rehire, as provided in the Pension Plan).

8.09 Disabled employees who are applicants for employment in other divisions will be given preference over non-employees in assigning them to such other duties as they may be able to perform and for which they are qualified.

8.10 Employees temporarily assigned to classifications paying a higher rate of pay shall immediately commence receiving the higher rate upon assuming the duties of such higher classification. An employee temporarily assigned to a classification paying a rate lower than his regular rate of pay shall, in no event, receive less than his regular rate of pay. Employees assigned to regular hours of work in more than one department involving different pay rates will be paid the rate of pay normally paid in each department, based on the hours worked in each respective department.

Any employee temporarily transferred into a vacant job created by the vacation, holiday, illness, or other absence of another employee will be required to work on the same shift of the employee whose job he is assigned to.

Any employee temporarily transferred into a vacant job created by the vacation, holiday, illness, or other absence of another employee will be required to work on the same shift of the employee whose job he is assigned to. When vacancies occur in the Toll Collector's schedule of the Detroit Plaza Division such vacancies will be first filled by qualified persons within the Traffic Guard's schedule, and if none are available, from the Labor Classification.

An employee may be temporarily assigned to an excluded administrative or supervisory position with the Company to fill a vacancy caused by the absence of an excluded employee because of a vacation, holiday, illness, or other absence.

8.11 Equal consideration will be given to the employees in promoting or assigning employees to supervisory or other positions considered in the line of promotion.

ARTICLE IX

REDUCTION IN FORCE

9.01 Should it become necessary to lay off employees in any Division, the employees with the least Company seniority will be laid off first. They shall then exercise Company seniority in any classification in displacing employees with lesser Company seniority in jobs for which they may be qualified, or be deemed a voluntary quit.

9.02 The Company will give any employee affected by a layoff at least five (5) calendar days' notice of layoff. Employees laid off on account of lack of work will be privileged to work elsewhere and retain their seniority. They must maintain on record with the Company their correct mailing addresses.

Employees will be called back to service in their seniority order (reverse order of layoff) according to the following procedure: The Company will advise each laid off employee to be recalled by Certified Mail, return receipt requested, or by a nationally recognized overnight courier service (examples: Fed Ex, Airborne, U.S. Postal Service). A laid off employee receiving notice of recall to work by Certified Mail, return receipt requested, or overnight courier service, shall within seven (7) days excluding Saturdays, Sundays and holidays, notify the Company of his intention to return to work, by Certified Mail. In failing to reply as aforesaid, such employee will forfeit his seniority rights and be considered out of service. It will be the responsibility of such employee to notify the Company of address changes by letter and, if possible, to give a telephone number where he can be reached.

ARTICLE X

HOURS OF WORK

10.01 The normal workweek of all employees shall be forty (40) hours. However, this shall not be construed as a guarantee of forty (40) hours work. Work performed in excess of eight (8) hours in any workday or outside the scheduled tour of duty shall be considered as overtime and shall be paid at the rate of time and one-half times the employee's regular rate. No employee will be required to change his hours of work or days off to avoid the payment of overtime. No employee will be required to work more than eight (8) hours in any one work day. Any employee who is scheduled to work during any regular work week (Sunday through Saturday) in excess of five (5) days (or who is called in to work on an emergency basis) for a sixth or seventh day during such work week, shall receive premium pay as follows:

For any hours worked during the employee's day off of said workweek - one and one-half times his regular rate.

Shift premium, when earned, shall be included in the employee's regular rate in the computation of overtime premium. In no event shall there be any duplication of overtime or premium pay under this contract.

10.02 All overtime work shall be distributed as equally as possible among all employees temporarily or permanently assigned within each Division, on the basis of actual paid hours of overtime. Only in the event that employees in the same Division are unable or unwilling to cover the overtime, may overtime be assigned to employees outside that Division. In the event that overtime must be assigned outside the job classification where the overtime exists, overtime will be assigned as follows:

- (a) If the overtime exists within the maintenance division, job classification nos. 1, 2 or 3, the overtime may be assigned to a qualified employee within any of those job classifications;
- (b) If the overtime exists within the maintenance division, job classification nos. 4 or 5, the overtime may be assigned to a qualified employee within the Detroit Plaza Division;
- (c) If the overtime exists within the Detroit Plaza Division, employees will be offered overtime on a rotating basis by seniority. A single overtime list will be created and should an employee refuse such overtime or is unavailable then the next person on the list will be offered the overtime. In the event that overtime, occurring within any job classification within the Detroit Plaza Division cannot be covered as described above, the overtime may be assigned to the Maintenance Division. The job classifications referenced herein are those set forth in Article XII, Section 12.02. No part-time employee shall be given preference in regards to overtime work over regular employees. A list of actual paid hours of overtime shall be posted sometime during the week following the end of each bi-weekly payroll period.

10.03 Extra work exists when, in the Company's judgment, the work to be performed during a shift exceeds the capacity of the workforce that has been assigned to work that shift. In the event extra work arises in the Maintenance Division, the Company will make every effort to cover such work in the Division concerned by those who are on their days off in said Division.

In the event that extra work arises in the Detroit Plaza Division, the Company will make every effort to cover such work in the Division by those who are off work in said division.

10.04 All telephone calls pertaining to the calling of employees for overtime work shall be made through one location, mutually agreed upon for confirmation. The employee is responsible for giving one (1) number for the Company to call to offer overtime. If the Company reaches an answering or paging device, the Company will call the next person on the list.

10.05 Any employee requested to report on time off or days off will be guaranteed a minimum of four (4) hours of pay at the overtime rate.

10.06 The Company agrees to make every effort to schedule shifts at least twelve (12) hours apart, and if an employee is scheduled or called in to work before the expiration of twelve (12) hours after he last worked his regular shift, he shall receive the overtime rate for work performed within such twelve (12) hour period except where the return is required because of vacations or trading shifts.

10.07. Thirty (30) minute lunch periods will be provided within the regular eight (8) hour tour of duty, for all employees.

10.08 The Company will allow employees an opportunity to consume coffee at their workstations to the extent of ten (10) minutes during each half shift, although such ten (10) minutes may not be consecutive. The past practice of allowing employees to leave the property to obtain coffee will be continued.

10.09 Employees working on the second or third shifts shall receive a shift differential or premium of sixty cents (60¢) per hour for each hour so worked. Any employee who starts his shift on or after twelve (12:00) o'clock noon on any day and before two (2:00) o'clock a.m. in the following day will be entitled to the shift differential. An employee scheduled to work an afternoon or midnight shift who is requested to report early or extend his shift will be paid shift differential for all hours worked.

10.10 In the springtime, on the day when Daylight Savings Time begins, the following rule applies to that day:

- Employees who work a regularly scheduled shift, which is shortened to seven (7) hours by the advancement of the clock to Daylight Savings Time, have the option of working either seven (7) or eight (8) hours on that day, at their straight time rates.

In the Fall, on the day of the return to Eastern Standard Time, the following rules apply to that day:

- (1) Non-Relief Shifts - employees who work a Non-Relief-regularly scheduled-shift which is lengthened by the fall-back of the clock to Eastern Standard Time, will work the scheduled eight (8) hours of work on that day at their straight time rates.
- (2) Relief Shifts - employees who work a Relief-regularly scheduled-shift which is lengthened by the fall-back of the clock to Eastern Standard Time, will work as follows on that day:
 - 8 hours at their straight time rate
 - 1 hour at their overtime rate

10.11 All employees must at all times maintain on record with the Company a current telephone number and mailing address where they can be reached by the Company:

- (1) Should the telephone number of an employee change, the replacement telephone number, whether temporary or permanent, must be supplied to the Company immediately.
- (2) Should the mailing address of an employee change, the new address, whether temporary or permanent, must be supplied to the Company within fourteen (14) calendar days from the date of change.

10.12 New employees shall be credited with an average amount of overtime hours worked and/or refused.

10.13 When an employee is absent from work for a period of four weeks or more, excluding vacations, that employee will be credited with the average overtime hours worked and/or refused in the employee's department during the absence.

ARTICLE XI

PART-TIME EMPLOYEES

11.01 A new employee who has applied and is hired for part-time or temporary employment will not be subject to the probationary period provisions above, unless and until he applies for full-time employment and is hired as a full-time employee.

11.02 Part-time employees will be permitted to work for the following purposes:

- (a) Weekend employment (Friday, Saturday and Sunday) in the Detroit Plaza Division all year consistent with the rights set forth in Sections 11.02(c), 11.02(d) and 11.03 below.
- (b) Employment in the Maintenance Division forty (40) hour weeks or less. During the months of November-March, no more than two (2) part-time employees may be employed consistent with the rights set forth in Sections subject to the allowances in 11.02(c) and (d).
- (c) At any time in the Detroit Plaza Division or in the Laborer's only of the Maintenance Division to fill any vacancies caused by the absence, vacation or leave of a full-time employee or a temporary vacancy in an excluded administrative or supervisory position because of the absence, vacation or leave of the excluded employee.
- (d) A part-time employee may replace another part-time employee who becomes absent for any reason for the balance of the part-time assignment.
- (e) A part-time employee will not under any circumstance work more than 40 hours in a workweek.
- (f) Whenever an employee covered by this contract is used to fill an excluded or administrative supervisory position the Company must notify the Union.

11.03 Employees shall have preference over part-time employees with respect to jobs and classifications. There will be no hiring of part-time employees if employees are laid off, assuming the laid-off employees are willing to work. The wage rates for part-time employees will be set by the Company in its sole discretion. Part-time employees shall not be entitled to any fringe benefits provided under this

Agreement. Part-time employees will not be assigned to work more than eight (8) hours a day. If a part-time employee is later hired as an employee, his seniority will begin with his hiring as a full-time employee. As used in this Agreement, the terms "part-time employees" and "temporary employees" will be considered as having the same meaning and shall include "week-end employees" and "summer employees", but such persons shall not be considered within the definition of the term "employee". The number of part-time employees working in the Detroit Plaza Division shall be limited as follows:

- (a) During the months from May through September, both inclusive, of each year of this Agreement, the number of United States part-time employees working in the Detroit Plaza Division shall not exceed in number thirty percent (30%) of the total full-time both seniority and probationary employees within the bargaining unit.
- (b) During the months from October through April, both inclusive, of each year of this Agreement, the number of United States part-time employees working in the Detroit Plaza Division shall not exceed in twenty percent (20%) of the total full-time, both seniority and probationary, employees within the bargaining unit.

11.04 The Company may schedule a new part-time employee to work up to an eighty (80) hour break-in period. If a full-time employee is unavailable or unwilling to train the new part-time employee on a non-overtime basis, the Company may use a supervisor or a qualified part-time employee for training during the break-in period. This training and break-in period is to familiarize the new part-time employee with the various work procedures used in the Detroit Plaza Division. The new part-time employee cannot be used in the event of extra work during this period or to cover the shift in the absence of a full-time employee.

ARTICLE XII

RATES OF PAY

12.01 The Company agrees to maintain the schedule of established hourly rates as set forth in Section 12.02 (below) of this Agreement. The Company agrees to notify the Union's Executive Board Member, in writing, of the starting rates at which all employees are hired, such notice to be given within three (3) days of the date of hiring.

12.02 Regular rates of pay effective November 14th 2010 are as follows:

Classification	11/14/2013
<u>Maintenance Division</u>	
1. Journeyman Electrician	\$29.00
2. Mason	21.27
3. Laborers with CDL [employees hired before 5/14/2002]	20.48
Laborers without CDL [employees hired before 5/14/2002]	20.28
<u>Detroit Plaza Division</u>	
Detroit Plaza Employees	20.48

The rate of pay for the Journeyman Electrician shall be a minimum and may be increased by the Company. If the wage rate paid to the Journeyman Electrician increases, current Journeyman Electricians will also receive such increases.

12.03 Wage Progression

All new hires will be laborers who will be required to have and maintain a CDL License and who will be paid the following percentage of the rate in effect as of the date of hire that is paid to Laborers with a CDL:

- | | |
|---|---------|
| ▪ 65% -- 1 st to 12 th month | \$13.31 |
| ▪ 70% -- 13 th to 24 th month | \$14.34 |
| ▪ 72%-- 25 th to 36 th month | 14.75 |
| ▪ 77%-- 37 th month and after | \$15.77 |
- Upon ratification regular full-time employee shall receive a one-time, lump sum payment of \$750.
 - On November 14th 2014 each regular full-time employee shall receive a one-time lump sum payment of -\$750.
 - On November 14, 2015 each regular full-time employee shall receive a one-time lump sum payment of \$750.

ARTICLE XIII

PAID HOLIDAYS

13.01 All employees who have completed three (3) months service with the Company will receive thirteen (13) paid holidays per year, as follows: Labor Day, Columbus Day, Thanksgiving Day, Christmas, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Good Friday, Easter, Memorial Day, Flag Day and the 4th of July. The thirteenth holiday will be the employee's birthday and the Company will endeavor to give him the day off. If it cannot be arranged and he is required to work, he will receive his regular hours work in addition to the above. Eight (8) hours at the employee's straight time regular rate will constitute the pay for each of said holidays. Holiday pay will be based on the rate of the employee's full-time classification held at the time of the holiday, except that an employee temporarily assigned to a higher classification will receive such higher rate if he has been in the temporary classification thirty (30) days or more. In the event an employee's birthday falls on one of the specified paid holidays, he may select any other day within five (5) days before or five (5) days after his birthday and designate such day as his birthday, which will be worked out with his immediate supervisor. By reason of the day being special it will be necessary that the time card of the individual be so marked and approved by the supervisor in order that the timekeeper may be properly informed.

13.02 Employees hired after November 13th 2007 will not receive their birthday as a paid holiday.

13.03 An employee who does not work a holiday will receive holiday pay if and only if (a) he works his entire last regularly scheduled shift before and after the holiday, (b) he is on vacation, or (c) he is off on an illness of thirty (30) days or less encompassing the holiday and provides a physician's letter authenticating the illness (d) or is excused.

An employee who works on a paid holiday shall receive one and one-half (1½) times his straight time regular rate of pay for hours worked on such holiday, plus his regular holiday pay. The Company has no obligation to schedule any employee to work any of the foregoing listed paid holidays even though such employee may not be assigned to work forty (40) hours in that workweek.

13.04 A full-time employee scheduled to work on a paid holiday and wishing not to work on such paid holiday must submit his request in writing to his supervisor not more than thirty (30) calendar days and not less than three (3) calendar days prior to such paid holiday. Such requests will be granted by the Company in order of seniority to the extent that the Company can accommodate the requests and still adequately staff the shifts on the paid holiday. It is understood that an employee must first use their paid absences.

ARTICLE XIV

VACATIONS

14.01 Each employee of the Company, shall on each anniversary of his last hiring date (seniority date) with the Company, be entitled to a vacation with pay as follows, to be taken within the following twelve (12) month period, provided the employee has worked 1,040 hours or more for the company in the twelve (12) months immediately preceding such anniversary date:

- (a) Employees having at least one (1) year but less than four (4) years continuous service with the Company at the date their vacation is taken shall be given a fourteen (14) calendar day vacation with eighty (80) hours pay.
- (b) Employees having completed four (4) years but less than eleven (11) years continuous service with the Company as of the date their vacation is taken shall be given twenty-one (21) calendar days vacation with one hundred twenty (120) hours pay.
- (c) Employees having completed eleven (11) years or more of continuous service with the Company at the date their vacation is taken shall be given twenty-eight (28) days vacation with one hundred sixty (160) hours pay.

- (d) Employees who were hired before November 30th 1990 and who have completed twenty (20) years or more of continuous service with the Company will be granted thirty-five (35) days vacation with two hundred (200) hours of pay.

For this purpose, the word "service" means actively employed or an approved leave of absence.

14.02 An employee who has worked less than 1,040 hours for the Company in the twelve (12) months immediately preceding his anniversary date shall be entitled to a prorated vacation as follows:

- (a) In lieu of eighty (80) hours pay where Section 14.01(a) is applicable, four (4%) percent of his gross earnings during such vacation year;
- (b) In lieu of one hundred twenty (120) hours of pay where Section 14.01(b) is applicable, six (6%) percent of his gross earnings during such vacation year;
- (c) In lieu of one hundred sixty (160) hours of pay where Section 14.01(c) is applicable, eight (8%) percent of his gross earnings during such vacation year;
- (d) In lieu of two hundred (200) hours of pay where Section 14.01(d) is applicable, ten (10%) percent of his gross earnings during such vacation year.

14.03 Unused vacation may not be carried over into the following vacation year.

14.04 Entitlement to a full vacation payment is restricted to a percentage of earnings for employees who because of layoff, sickness or injury do not work at least 1,040 hours in the vacation-qualifying year. However, if an employee actively works at least 173 hours in the vacation-qualifying year, he may count toward the 1,040 hours, time spent while in receipt of sickness and accident benefits and Workers Compensation benefits.

14.05 Vacation pay will be based on the permanent classification straight time rate held at time of vacation excluding shift premium, except that an employee temporarily assigned at a higher classification will receive such higher rate if he is in the temporary classification sixty (60) days or more.

14.06 The number of vacations taking place in a given time will not exceed two from Maintenance or three from the Detroit Plaza Division. Employees failing to choose vacations at the time of bids shall be assigned same by the Company, according to Company seniority. Employees will bid for vacations within the specified time. The bidding of an employee's vacation will be determined Company seniority.

14.07 An employee leaving the service of the Company after twelve (12) months of continuous service and not having received his vacation allowance shall receive a prorated vacation allowance computed in accordance with Paragraph 14.02 above based on the hours worked from his last anniversary date to the time of leaving the service of the Company. Employees leaving the service of the Company after receiving vacation prior to anniversary date will be charged for the number of days vacation not earned and their final pay check will be so reduced.

14.08 Vacation entitlement for a person retiring under the Pension Plan described in Section 15.09 below during his vacation qualifying year shall be 100% if more than six (6) months has been worked by him for the Company in the vacation qualifying year in the year of retirement.

14.09 Employees shall be able to use five (5) single vacation days subject to the approval of the Company. The use of single vacation days shall only be approved after all paid absences have been exhausted. All such single vacation days shall be granted in accordance with Article 16.02 A through D. The vacation days described herein shall be granted in eight (8) hour increments only.

ARTICLE XV

OTHER FRINGE BENEFITS

15.01 The Company will pay seventy-five (75%) percent of the cost of coverage for the Blue Cross/Blue Shield Blue Care Network (Healthy Blue Living) HMO Platinum \$250 for each active full-time employee who has completed 90 days with the Company and for his eligible dependents. Each employee will be required to pay twenty-five (25%) of the cost of coverage for his health care and that of his/her eligible dependents via a monthly payroll deduction.

Eligible dependents are the employee's spouse and his children until the end of the plan year in which their twenty-sixth (26th) birthday occurs, when they shall automatically be dropped from coverage.

15.02 Active employees and their eligible dependents only will also be eligible to receive dental insurance under the Michigan Blue Cross/Blue Shield Dental Choice Plan at the expense of the Company.

15.03 Co-pays for prescription coverage shall be consistent with those in the Healthy Blue Living Plan.

15.04 Active employees and their eligible dependents only will also be eligible to receive optical insurance under Eye-Med at the expense of the Company. The Company will reimburse employees permanently assigned to the Maintenance Division for Company and Union approved prescription safety glasses, such reimbursement limited to a maximum of Two Hundred (\$200.00) Dollars during the term of this Agreement.

15.05 The Company, with the consent of the Union, may provide substantially equivalent Hospital-Medical-Surgical, Drug and Dental or Optical insurance coverage to those specified to be provided by Michigan Blue Cross/Blue Shield (Healthy Blue Living) and Eye-Med in Sections 15.01 through 15.06 inclusive, through the use of other insurance carrier(s) selected by it.

15.06 The Company has established a cafeteria plan that will allow the employees to use pre-tax dollars to pay their contributions to the health care premiums and that will provide employees with the option of either enrolling in the Company's health benefits plan [including dental and optical] or opting out of such coverage and receiving cash-in-lieu of benefits.

The opting out provisions, more particularly described in DWT's Cafeteria Plan, include but are not limited to the following:

- Eligible employees can opt out of all of the Company's health, dental, prescription and optical coverage.
- Proof of alternate coverage must be provided.
- At the end of each quarter, the Company will pay to the employee 50% of the premium costs of single coverage if the employee was covered by the Company's plans [less the 25% employee contribution to the health care premium].
- Employees can only opt back into the Company's health benefits plan within 30 days of a COBRA qualifying event or during the Company's next open enrolment period.

15.07 The Company will pay seventy-five (75%) percent of the cost of coverage, (excluding the prescription drug rider) of a retired employee who is receiving or eligible to currently receive retirement benefits under the Pension Plan described in Section 15.10 below and his spouse; such a retired employee may elect, at his own expense, to institute or continue such last mentioned coverage for his family. The Company will advise an eligible retiree of the cost of the additional coverage and will continue such coverage under the program so long as the employee pays for such coverage in advance and no later than the 26th day of the month preceding the month for which the coverage is to be in effect. The Company will send a letter on the 10th of the month notifying retiree of the obligation to pay the premium by the 26th of the month. If the payment is not received by the 26th, the Company will send a reminder letter on the 27th of the month.

The surviving spouse of a deceased pensioner who dies before receiving sixty (60) month's pension payments and the surviving spouse of a deceased pensioner who elected to receive a reduced joint and survivor pension may elect to continue Blue Cross/Blue Shield coverage at the group rate and at her own expense for the balance of the period during which she will receive payments from the Pension Plan. Payment for this coverage is due by the 26th day of the month preceding the month for which the coverage is to be in effect. It is understood and agreed that the Company will not advance any funds hereunder in order to preserve the coverage of the surviving spouse or the family of any retiree, and that coverage will be cancelled automatically and without notice upon nonpayment of premiums.

If an active employee dies after having attained at least fifteen (15) years seniority, the Company will pay seventy-five (75%) percent of the cost of coverage and the employee's spouse will pay twenty-five (25%) percent of the cost of coverage for the deceased employee's surviving spouse and family (as defined herein) for five (5) years from the death of the active employee or until his spouse's remarriage, whichever comes first. If allowed by the Company's dental insurer, the surviving spouse will be allowed to maintain dental insurance so long as he/she provides the Company in advance with the cost of coverage. The Company may require the surviving spouse to periodically provide evidence that he/she has not remarried.

15.08 Employees hired after April 1st 2009 will not be eligible for Retiree Health Care.

15.09 The Company will continue in effect the Detroit Windsor Tunnel LLC Hourly-Rate United States Employees Pension Plan, as restated effective January 1st 2010, during the term of this Agreement, with the following modifications as previously or to be incorporated in an appropriate Amendment to the restated Plan:

- (a) For employees retiring on or after November 14, 1977, the alternate computation of monthly retirement benefits (based upon 1% of average monthly compensation since 1966) contained in Article IV (b)(1) of the Pension Plan shall no longer be effective.
- (b) The normal monthly retirement benefit shall be:

<u>For employees retiring on or after the following dates:</u>	<u>The Normal Monthly retirement benefit shall be the following years of credited service at retirement:</u>
November 14 th 1977	\$11.00
November 14 th 1978	\$11.50
November 14 th 1979	\$13.00
November 14 th 1980	\$14.00
November 14 th 1982	\$15.00
November 14 th 1983	\$16.00
November 14 th 1984	\$17.00
November 14 th 1985	\$18.00
November 14 th 1986	\$20.00
November 14 th 1988	\$21.00
November 14 th 1989	\$22.00
November 14 th 1990	\$23.00
November 14 th 1991	\$24.00
November 14 th 1992	\$25.00
November 14 th 1993	\$26.00
November 14 th 1994	\$27.00
November 14 th 1995	\$28.00
November 14 th 1996	\$29.00
November 14 th 1997	\$30.00
November 14 th 1998	\$33.00
November 14 th 1999	\$33.00
November 14 th 2000	\$34.00
January 1 st 2015	\$36.00

- (c) The amount of other benefits payable under the Pension Plan (Early Retirement and Vested Deferred Retirement) based upon Normal Retirement Benefits will be modified accordingly.
- (d) The required contribution of each employee to such Pension Plan will be a contribution by him of five (5) cents for each hour compensated to him by the Company and the Company will contribute for each employee to such Pension Plan, six and one-half (6.5) cents for each hour compensated to him by the Company subject to deductibility by the Corporation.

- (e) The Company agrees that at least once per contract year, promptly after receipt by it of the annual actuarial report of the U.S. Hourly-Rate Pension Plan, the Administrator of the Plan will meet with the President of the Union and an hourly rated employee member of the bargaining unit selected by its members to review with them the actuarial report and the current investment status of the assets of the Plan. Such Union representatives shall not be considered as fiduciaries of the Plan.
- (f) For employees retiring on or after November 14, 1995, the reference to age in the definition of Normal Retirement Age shall be sixty-two (62) years old.

15.10 The Company has established a 401(k) Plan for employees and annual administrative costs for the Plan will be paid by the Company except for: (a) any participant termination fees; and (b) any participant loan preparation and compliance fees. The employees may contribute monies to the Plan as described therein. At the end of the Plan Year, the Company will contribute to the Detroit Windsor Tunnel 401(k) Plan a matching amount equal to twenty-five (25%) percent of the elective deferral contribution to all employees who are active participants in the Plan on that date and who have 1000 or more hours of service in the Plan Year. Contributions over eight (8%) percent of employee's pay are not matched.

The Company's match will be based on the employee's contributions for the entire Plan Year [January 1st to December 31st].

15.11 The Company agrees to contribute as follows toward the funding of the sickness and accident insurance plan (which provides a weekly indemnify benefit for a maximum period of twenty-six weeks) established for each employee who has attained one year's seniority with the Company so long as the employee participates in the group insurance plan by enrolling in it, authorizes a payroll deduction as follows, and is actively employed in the month of the required contribution. The first Seven and 48/100 (\$7.48) Dollars of the required monthly premiums to pay such sickness and accident benefit shall be paid by each employee eligible to participate therein who elects to participate by making payroll deductions from those employees' paychecks. The Company agrees to continue to make such required payroll deductions upon enrollment in the plan and proper authorization from the employees as in the past. Effective 30 days after ratification the Company will pay the additional monthly premiums required to maintain the level of sickness and accident benefits under such plan a benefit of Three Hundred and Fifty (\$350.00) Dollars per week. Should the Union elect greater weekly benefits, they must be funded by the employees by authorizing larger payroll deductions than aforesaid. Other than making monthly premium payments as specified above in this paragraph, the Company shall have no other responsibility regarding the premiums owing thereon, or any benefits payable there under.

15.12 The Company will provide long-term disability insurance coverage for the benefit of all employees who have attained one (1) year's seniority with the Company, with benefits there under in the amount of One Thousand (\$1,000.00) Dollars per month per employee, to commence when a disabled employee's benefits from a weekly indemnity (sickness and accident) insurance plan ceases, and continuing until the recovery from disability, age 65, or death of the employee, whichever first occurs. All matters relating to eligibility for benefits there under shall be governed by the long-term disability insurance policy.

15.13 Effective 30 days after ratification the Company will provide each employee who has attained one (1) year's seniority with the Company with a group life insurance policy with a primary death benefit in the amount of Thirty Thousand (\$30,000.00) Dollars with double indemnity in the case of accidental death or dismemberment. Retired employees with ten (10) or more years of service who retired prior to November 14, 1992 and are eligible for current retirement benefits under the Detroit Windsor Tunnel LLC Hourly-Rate United States Employees Pension Plan will be provided with a group life insurance policy with a primary death benefit in the amount of Two Thousand Dollars (\$2,000.00), with double indemnity in the case of accidental death or dismemberment, this insurance to be at no cost to the employee; however, every such retired employee will have one opportunity, as offered by the Company, to exchange his group life insurance policy for Two Hundred and Fifty Dollars (\$250.00). In the event the retired employee makes that exchange, the Company shall have no further obligation to furnish any group life insurance policy for the retired employee. Retired employees with ten (10) or more years of service who retire on or after November 14, 1992, and who are eligible for retirement benefits under the Detroit & Canada Tunnel Corporation Hourly-Rate United States Pension Plan, will not receive any group life insurance policy but, upon retirement, will receive a payment of Five Hundred Dollars (\$500.00).

15.14 Only full-time employees are eligible for fringe benefits under this Agreement. To be considered a full-time employee and eligible for fringe benefits, an employee must have been paid for 1000 hours in the present or previous calendar year, unless otherwise provided by law. Any employee laid off as of the date of ratification, who was then eligible for benefits and who is later recalled shall not be required to meet the 1000 hours worked in the previous calendar year in order to qualify for fringe benefits.

ARTICLE XVI

LEAVES OF ABSENCE

16.01 By mutual agreement between the Company and the Union, for personal cause shown, an employee may be granted, in writing, a non-paid leave of absence of not more than ninety (90) days without loss of seniority. Leaves of absence due to sickness or disability will not be limited under this paragraph nor will seniority in such cases be affected. Leaves of absence due to sickness or disability include those caused by pregnancy, childbirth or related conditions. The Company may require employees to provide the records of their physicians and/or to undergo an examination by physicians of the Company prior to or during such leave as often as reasonably requested by the Company upon the condition that the Company pay for any examination requested by it. Failure to comply with these provisions may constitute grounds for termination of leave and for dismissal or other discipline.

16.02 Employees who have attained one (1) year's seniority with the Company on or prior to the beginning of a contract year, and who have performed work for the Company at any time during that contract year, shall be entitled to a paid absence allowance, as follows:

- (a) Eligible employees shall be entitled to a paid absence allowance of forty (40) hours for that contract year. An employee intending to be absent from work on a paid absence

must give the Company notice of his intention to be absent not later than noon on the Friday immediately preceding the work week in which the paid absence is to occur, and in no event less than seventy-two (72) hours prior to the beginning of the proposed paid absence day.

- (b) In addition to the purposes for which part-time employees may be used as specified in Section 11.02 hereof, the Company may use part-time employees (in either Division) to replace employees while on such a paid absence.
- (c) Any hours not used by the employees for paid absence at the end of each contract year shall be paid off and thereby cancelled at that time (payable on the next pay day), at the employee's straight time hourly rate in that contract year just ended, and such hours may not be carried over into any future contract year.
- (d) Paid absence days may not be used to cover absences due to illness or accident. Paid absence days may be tacked onto vacations and/or other days off provided the Company can adequately staff the shifts without the payment of overtime. Subject to the above exceptions, where seventy-two (72) hours notice to the Company has been given by an employee, that employee's request for a paid absence day will be honored.

16.03 When death occurs in the immediate family of an employee, he shall on request be excused for any three (3) regularly scheduled workdays or less, or four regularly scheduled working days or less upon the death of a spouse or child, immediately following the death, provided he attends the funeral.

Upon written application the employee shall receive pay for any scheduled hours of work up to eight (8) hours per day for which he is excused (excluding regular days off) provided he attends the funeral. Payments shall be made at the employee's regular straight time hourly rate, exclusive of overtime or any other premiums. Time thus paid will not be counted as hours worked for the purpose of overtime. "Immediate family" shall be defined as spouse, parent, child, brother, sister, stepparent, grandparent, or parent of spouse.

16.04 When an employee is called for jury duty the Company will pay the difference between the money received for such jury duty and his eight (8) hours straight time rate, excluding overtime and any other premiums.

16.05 When an employee is required to appear as a witness on behalf of the Company in a legal proceeding, he will receive pay for the time lost while so testifying, less any witness fee paid him.

16.06 The Company and the Union agree that an employee who leaves for service in the Armed Services of the United States shall be granted leave and be reinstated to employment in accordance with federal law governing veteran's reemployment provided that the employee makes application for same in accordance with federal law.

ARTICLE XVII

UNIFORMS

17.01 In January of each contract year, the Company will issue to each Detroit Plaza employee a check for Two Hundred and Fifty (\$250.00) Dollars for the purchase of uniforms and black safety shoes (such safety shoes to be kept on company premises).

17.02 In January of each contract year, the Company will issue to each Maintenance Department employee a check for Four Hundred Twenty-Five (\$425.00) Dollars for the purchase of uniforms, winter jackets and safety shoes (such safety shoes to be kept on company premises). Newly hired maintenance employees shall receive an initial winter jacket after attaining seniority and when the jacket is first needed.

17.03 Employees must wear safety shoes and are responsible for keeping their uniform clean and in good repair.

ARTICLE XVIII

GENERAL

18.01 Due to the international operation of the Company, the Immigration authorities of the United States and Canada require that the employees of the Company who work on both sides of the Detroit River be kept in balance as to numbers so far as may be practicable without regard to employment classifications. The Union agrees that it will not object to or interfere with such practice. The hiring of persons to work on the American side will at all times conform to the requirements of the Federal Immigration laws.

18.02 Written communications to the Company from the Union will be answered promptly in writing and vice versa.

18.03 Union members will be permitted to wear the emblem of the Union on service uniforms.

18.04 The Union will be allocated space on two (2) Union bulletin boards where notices pertaining to Union meetings and social events will be permitted.

18.05 Under present conditions and so long as conditions permit, the Company will provide on-property parking for all employees.

18.06 Where the Company has requested that an employee undertake educational courses at an approved school or institution, the Company will reimburse to the employee all tuition and fees paid by him to such school or institution (including parking fees) on account of such courses, provided that the employee has successfully completed such courses with passing grades.

18.07 Upon request the Company will furnish to each retired employee an identification card to be used as a pass through the Tunnel for automobile travel. It is understood that these passes are restricted for use of employees only, and when cards or passes are issued, such restrictions will be printed on the cards or passes.

18.08 All new hires as of November 13th 2010 will be laborers who will be required to have and maintain CDL qualifications. Employees who were hired prior to November 13th 2010 and who bid into jobs requiring trade, chauffeur's/CDL Commercial Drivers licenses must possess such current and valid licenses to qualify for such job. Thereafter the Company will pay the renewal fees for such trade.

18.09 It is understood and agreed that the provisions of this Agreement shall be subordinate to any present or subsequent Federal, State or Municipal laws or regulations to the extent that any portion hereof is in conflict therewith, and nothing herein shall require the Company to do anything inconsistent with the charters, franchises, indeterminate permits, certificates of convenience and necessity, or laws under which it may from time to time operate or exist, nor anything inconsistent with the orders or regulations of any competent governmental authority having jurisdiction to issue the same.

18.10 The Company either in hiring, promoting, advancing, or assigning to jobs, or any other term or condition or employment, agrees not to discriminate against any employee because of religion, race, color, national origin, age, sex, height, weight, marital status, or handicap as defined by law, membership in or activity on behalf of the Union, or participation in the Grievance Procedure. The Union agrees to admit all employees to their membership without discrimination by reason or religion, race, color, national origin, age, sex, height, weight, marital status, or handicap as defined by law.

18.11 It is the intent of the Union and the Company that this Agreement shall be gender neutral. Therefore, in interpreting this Agreement the use of masculine terms such as "he", "him" and "his" shall include and mean the feminine such as "she", "her" and "hers" as the context and circumstances may require.

ARTICLE XIX

PAST PRACTICES

19.01 The Company and the Union have past practices with respect to operations and interpretation of the collective bargaining agreement. From the date of ratification forward, the Company will adhere to the language of the collective bargaining agreement.

ARTICLE XX

DURATION

20.01 This Agreement shall be in effect from November 14th 2013 until November 13th 2016 inclusive, and shall remain in effect from year to year thereafter unless changed or modified as herein provided on ninety (90) days notice prior to annual renewal date.

20.02 Either party desiring to terminate this Agreement at the end of the initial term, which is November 13th 2016, or any extension thereof, shall notify the other party in writing of such desire at least ninety (90) days prior to the expiration of such initial term or any extension thereof.

Signed, sealed and delivered as of the 17th day of December 2013.

**AMALGAMATED TRANSIT UNION,
LOCAL 1564, AFL - CIO - CLC**

Kimberly Dearys
Heron Herndon
Michelle Drake

**DETROIT WINDSOR
TUNNEL LLC**

Lucy Snow
Donna Bartlett

LETTER OF UNDERSTANDING #1

Understandings reached between the Company and Union will be put in writing and retained on file by the Company and Union.

**AMALGAMATED TRANSIT UNION,
LOCAL 1564, AFL - CIO - CLC**

Kimberly Dearys
Heidi Armstrong
Michelle Drake

**DETROIT WINDSOR
TUNNEL LLC**

Carly Snow
Donna Bartlett

LETTER OF UNDERSTANDING #2

Subject to Article II, Section 2.01 of the Agreement, the Company recognizes a maximum of three (3) employees from the Union for the Safety Committee.

**AMALGAMATED TRANSIT UNION,
LOCAL 1564, AFL - CIO - CLC**

Kimberly Dearyns
Heidi Hernandez
Michelle Orsini

**DETROIT WINDSOR
TUNNEL LLC**

Larry Brown
Donna Bartlett

LETTER OF UNDERSTANDING #3

The Company recognizes that it has maintained non-rotating shifts for the Detroit Plaza Division. While the Company does not presently envision moving to rotating shifts in the Detroit Plaza Division, the Company retains the exclusive right to return to rotating shifts pursuant to Article II, Section 2.01 of the Agreement.

**AMALGAMATED TRANSIT UNION,
LOCAL 1564, AFL - CIO - CLC**

Kimberly Deans
Heri Hsromby
Michelle Wacke

**DETROIT WINDSOR
TUNNEL LLC**

Lucy Dow
Donna Bartlett

LETTER OF UNDERSTANDING #4

RE: ARC FLASH PROTECTIVE EQUIPMENT

In 2010 the Company provided each electrician with an initial set of Personal Protective Equipment designed to minimize the risk of arc flash injuries. Said equipment included two (2) shirts or one (1) flash coat, two (2) pairs of pants and one (1) hard hat/visor combo.

Should any of this equipment require replacement, the individual employee will be responsible for replacing that equipment via his uniform allowance.

**AMALGAMATED TRANSIT UNION,
LOCAL 1564, AFL - CIO - CLC**

Kimberly Dearyns
Alvin Alvin
Michelle Drake

**DETROIT WINDSOR
TUNNEL LLC**

Lucy Spaw
Louisa Bartlett

LETTER OF UNDERSTANDING #5



DETROIT WINDSOR TUNNEL LLC

100 E. JEFFERSON - DETROIT, MI 48226-4390 (313) 567-4422 • (519) 258-7424 • Fax (313) 567-2565
www.dwtunnel.com

LETTER OF UNDERSTANDING REGARDING UNION SECURITY AND CHECK-OFF

All employees within the terms of collective bargaining agreement between the Detroit Windsor Tunnel LLC ("the Company") and the Amalgamated Transit Union Local 1564 ("the Union"), except part-time employees as defined in Article XI, must become and remain members of the Union not later than the 30th day following their date of employment as a condition precedent to continued employment with the Company.

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 and such regular assessments as may be assessed against such member by the Union in accordance with its Local By-Laws. The Union shall be responsible for notifying the Company of the amount of such dues and assessments and for delivery to the Company of signed authorizations.

Nothing contained in this letter of Understanding shall be construed so as to require the Company to violate any applicable law, state or federal, including, but not by way of limitation, the Labor-Management Relations Act of 1947, as amended.

This provision shall remain in force and effect until November 13th 2020.

The Union shall indemnify and hold the Company harmless from any and all claims arising out of the operation of this Letter of Understanding.

In witness whereof, the parties hereto have caused this Letter of Understanding to be executed this 26th day of March, 2013

DETROIT WINDSOR TUNNEL LLC

AMALGAMATED TRANSIT UNION, LOCAL 1564

By: [Signature]
Nasi Beitsky, President & CEO

By: [Signature]
Kimberly Hearnis, President

By: [Signature]
Carolyn A. Brown

By: [Signature]
Herman Hernandez

Subscribed and sworn to before me this 26th day of March, 2013, at Warren County, Michigan.
[Signature]
My Comm. No. 10/28/2017

By: [Signature]
Michelle Drake

LETTER OF UNDERSTANDING #6

For the duration of the collective bargaining agreement effective November 14th 2013 to November 13th 2016, the Tunnel will arrange for payment to the Blue Care Network, the Health Blue Living HMO Platinum deductible as follows; up to \$250 of the deductible for single coverage and up to \$500 of the deductible for 2-person and family coverage, resulting in the coinsurance maximum being \$1,000 for single coverage and \$2,000 for 2-person and family coverage for those who qualified for Enhanced Benefits and \$2,750 for single coverage and \$5,500 for those who qualified for Standard Benefits.

**AMALGAMATED TRANSIT UNION,
LOCAL 1564, AFL - CIO - CLC**

Kimberly Seayns
Hron Hornaly
Michelle Drake

DETROIT WINDSOR TUNNEL LLC

Carolyn Dow
Donna Bartlett
