

Supplement Employee Protections Required under
Federal Transit Law, 49 U.S.C. 5333(b)
September 23, 2011

In light of the enactment of Acts 54, Public Acts of 2011 (P.A. 54), M.C.L. 423.215b, the following provisions shall be incorporated in the Department of Labor's certification terms addressing Kalamazoo Grants (MI-90-X634); (MI-95-X073); and (MI-04-0070); and all subsequent Kalamazoo grants governed by the July 23, 1975, National Agreement, the July 18, 1975, Section 13(c) Agreement, and/or the Unified Protective Arrangement, as follows:

- (1) The parties agree to initiate good faith negotiations over the terms and conditions to be included in the successor collective bargaining agreements no later than eight (8) months prior to the expiration date of the applicable collective bargaining agreement;
- (2) In the event a new collective bargaining agreement is not reached seven (7) months prior to the expiration date of the applicable collective bargaining agreement, the parties agree to initiate procedures under applicable State law and/or governing provisions of the applicable protective arrangement in order to resolve issues over terms and conditions of employment that have not been settled by collective bargaining;
- (3) In the event a new collective bargaining agreement to replace the extant collective bargaining agreement is not reached by mutual agreement through negotiations by the parties and/or the completion of procedures engaged in pursuant to Paragraph (2) above at least seven (7) days before the expiration of the extant collective bargaining agreement, the parties agree to enter into a successor collective bargaining agreement ("interim successor agreement") which will include the terms and conditions of the expiring agreement in its entirety for a period of limited duration specified by the parties. The duration of the interim successor agreement shall include sufficient time for the parties to complete negotiations over a new collective bargaining agreement to replace in full the extant collective bargaining agreement and any interim successor agreement. The parties agree to enter into interim successor agreements of limited duration, as necessary, until a new collective bargaining agreement is reached incorporating mutually agreed upon revisions to the terms and conditions of employment contained in the extant agreement, or until a good faith impasse is reached.
- (4) Consistent with the applicable provisions of the parties' protective arrangements, in the event that any term of this supplemental employee protections is held to be invalid or otherwise unenforceable under federal, state or local law, the invalid or unenforceable term shall be renegotiated by the parties for purposes of establishing an adequate replacement under 49 U.S.C. § 5333(b). If such negotiations do not result in mutually satisfactory agreement that fully satisfies the requirements of 49 U.S.C. 5333(b), any party may refer the dispute to the Department of Labor, which will undertake review and action pursuant to its authority under 49 U.S.C. 5333(b) and 29 C.F.R. Part 215, and make a determination regarding any necessary or appropriate action, remedy or relief;

(5) Any dispute(s) over the applicability, enforcement, and/or application of any term of this side letter agreement which cannot be settled within twenty (20) days after such dispute(s) first arises shall be resolved in accordance with the procedures specified in the parties' July 18, 1975, Section 13(c) Agreement Section 13(c) Agreement or the UPA, whichever is applicable; and

(6) In the event that Kalamazoo and/or transit employees represented by a labor organization subject to these protections is exempted from P.A. 54, or in the event that P.A. 54 is repealed altogether, this supplemental protection will become null and void.