

ARTICLES OF AGREEMENT

BETWEEN

**CAPITAL AREA
TRANSPORTATION
AUTHORITY**

AND

**AMALGAMATED TRANSIT
UNION**

LOCAL 1039

**Effective November 7, 2022 through
November 30, 2025**

ARTICLES OF AGREEMENT

This AGREEMENT made and entered into as of the 7th day of November 2022 by the CAPITAL AREA TRANSPORTATION AUTHORITY, its successors and assigns, hereinafter called "CATA" or the "Authority", and Local 1039, AMALGAMATED TRANSIT UNION, hereinafter called the "Union", as the exclusive bargaining representative for all union employees of the Authority. It is the policy of the company and the union that the provisions of this Agreement shall be applied to all employees without regard to race, color, sex, national origin or religion. All references to the masculine shall be considered as reference to the feminine, and vice versa, as the context admits.

ARTICLE I - THE UNION

Section 1 - RECOGNITION OF UNION

The Authority recognizes the Union as the exclusive bargaining representative in respect to wages, hours of employment and other conditions of employment for all skilled laborers of the Authority, i.e., bus operators, mechanics, mechanic helpers and utility that are not excluded as supervisors by the provision of the Labor Management Relations Act, 1947.

Section 2 - RESPONSIBILITY AND COOPERATION

The Union agrees that the employees covered by this Agreement, individually and collectively, will perform and render efficient work and service, and that it and its members will wholeheartedly cooperate with the Authority in matters of working conditions, service improvements and the introduction of new equipment, providing they are properly trained. The Union recognizes and assumes the responsibility imposed upon it as the exclusive bargaining agent of the employees covered by this Agreement, and recognizes that it is to their mutual benefit that the Authority be strong and produce efficiently.

Section 3 - MEMBERSHIP

Union membership shall not be a condition of employment or continued employment. All employees within the classifications of employees covered by this Agreement, may become members of the Union at the expiration of ninety (90) days from their date of hire. The Union has the right to represent all employees covered by this Agreement from their date of hire. The Union President and Vice President (or designee) will be invited to meet with new employees covered by the collective bargaining agreement during the initial training period. The meeting shall occur during normal work hours.

Section 4 - AUTHORIZED DEDUCTIONS

Effective November 7, 2022, the Authority will deduct Union initiation fees and dues, including assessments (but not including fines and penalties) from the pay of employees who submit and have not revoked a Voluntary Check-Off Authorization in the form set out below. These deductions will be made as permitted by State and Federal laws. The Financial Secretary of the ATU will have the responsibility for obtaining authorized signature forms from members of the bargaining unit and submitting the signed forms to the Authority's Finance Department. The Authority's Finance Department and the Union's Financial Secretary shall promptly exchange copies of any revocation of the Voluntary Check-Off Authorization that they receive.

“VOLUNTARY CHECK-OFF AUTHORIZATION TO THE CAPITAL AREA TRANSPORTATION AUTHORITY

You are hereby authorized and directed to deduct from my wages on a weekly basis all Union initiation fees and dues, including assessments, if any, as shall have been certified by the Financial Secretary of the Amalgamated Transit Union (AFL-CIO), Local 1039. Said deductions shall be made upon the terms and manner provided in the Agreement between CATA and Local 1039. The amounts so collected are to be remitted by CATA to the Financial Secretary of Local 1039. Said deductions shall cease if I revoke this authorization by five (5) days written notice delivered to the Director of Finance.

Signature Employee No.

Printed Name

Department

Date”

Deductions from money due the employee pursuant to this Section will be made from the net earnings due the employee on a weekly basis, provided that CATA has received such authorization, on or before the last day of the month before the deductions are made.

Deductions shall be remitted to the Financial Secretary of the Union not later than ten (10) days following the payday on which deductions were made. CATA shall furnish the Financial Secretary of the Union, at the same time, the amount of deductions, with a list of those for whom deductions were made. CATA will cease making deductions for an employee who has left employment or submitted written revocation of authorization to CATA’s Director of Finance. The Union will indemnify and save the Authority and its representatives harmless against any and all claims, demands, suits, or other liability related to compliance with Article I. Sections 3 or 4.

Section 5 - BULLETIN BOARD

Bulletin boards will be provided in the maintenance area and drivers area and will be located so that such boards will be in full view of the Union members. These boards shall be for the exclusive use of the Union to post bulletins and notices of their meeting or any Union business that may come up, providing that nothing obnoxious or detrimental to the interest of the Authority shall be posted on such boards.

Section 6 - OFFICERS

The accredited officers who shall conduct all business under the provisions of this Agreement on the part of the Union shall be: President, Vice President, Financial Secretary, Committee Persons from the Operations Department and Committee Persons from the Maintenance Department, or such additional representatives as may be selected or designated by the Union. The Union shall keep the Authority advised in writing as to the names and addresses of its officers.

Section 7 - COMMUNICATIONS

Communications, written or verbal, from the Union or the Authority, shall be addressed to the proper officers. Written communications to the Union will be delivered to the Union office. The Union is responsible for distribution. All posted general memorandums or operational changes shall also be delivered to the Union electronically.

Section 8 - UNION BUSINESS

A. Absence from Duty

Officers of the Union who may be called upon to transact business which requires their absence from their regular duties for one day or longer shall, upon application, be allowed to absent themselves from duty without pay for sufficient time to transact such business, provided the number shall not be so great as to be detrimental to the operation of the transit system. Other members of the Union may also absent themselves upon written request from the Union President or designee and with approval from the department head or designee. Such absences will be with pay if they are at the request of the Authority. Attendance bonus will not be protected unless the written request is received prior to the activation of the day or excused by Management.

B. Full-Time Union Office

If an employee is elected to a full-time International ATU office, the employee shall retain his seniority with the Authority - but no benefits will be paid.

C. Grievance Investigation

For the purpose of representation, the Union shall be entitled to a reasonable amount of time without loss of pay during their regularly scheduled shift to handle grievances at all steps (except D3 of this Article). Union officers must have the approval of their supervisors to be away from their work assignment for this purpose.

D. Meetings

No employee will be paid by the Authority to attend union meetings unless such meetings have been called by the Authority. Attendance at union meetings by employees is personal unpaid time off work. Employees will be relieved from work to attend regularly scheduled monthly union meetings if management is reasonably able to relieve them and it does not cause a work disruption or unacceptable delays in performance of necessary work. To be relieved for attendance at union meetings, employees must request relief no later than 1500 the day before the union meeting is held. Employees who are relieved must promptly return to work after the meeting, unless excused by management. Relieved employees do not have shift guarantee.

Operation employees who return to work and work the balance of their shift or are excused from returning to work will not have the absences counted against attendance bonus. Unless excused by management, maintenance employees must complete their eight (8) hour shift to maintain their attendance bonus. Management will consider requests from the Union to relieve employees for special meetings under the above conditions but is not required to do so.

1. If Union and Management hold a jointly agreed upon meeting, the meeting shall take place during Union officers' bid shift hours unless the meeting is of an urgent nature. Management will pay the balance of the shift but will not be responsible for any possible overtime.

2. If a Union Officer calls a meeting with Management, the Union will pay for any lost time of its members unless the purpose of the meeting is to settle an active grievance.
3. At the last meeting of the grievance procedure, the Union officer(s) who co-signed the original grievance, the Union President or his designated representative, and grieving employee will be paid shift differential and any actual lost overtime.
4. At the conclusion of any meeting, employees who have not completed their daily work assignments will report back to their supervisor. Employees will be paid the balance of their shift if they cannot practically be assigned to their run/shift.

ARTICLE II - MANAGEMENT RIGHTS

Section 1 - MANAGEMENT RIGHTS

The Union recognizes that the Authority shall have sole jurisdiction of the management and operation of its business and the direction of its work force, and the right to maintain efficiency on the jobs. Specifically, but by no means exclusively, the Authority shall:

A. Routing and Schedules

Have exclusive control of making schedules and routes for the safe operation of the Authority's vehicles, of prescribing the amount of service, and determining the amount of reasonable time to be allowed on scheduled runs.

B. Control of the Work Force

Have the sole right to hire, promote, discipline and discharge for just cause all employees - subject to any limitation in this Contract.

C. Work Rules

Have the exclusive right to make reasonable work rules. A work rule shall be any Management right affecting work conditions not covered by the Contract, or any working conditions Management deem necessary to implement a matter covered in the Contract. All work rules/changes shall be presented to the Union in writing for mutual agreement. If not mutually agreed upon, the rule may be put into effect ten (10) regularly scheduled working days following presentment to the Union. A rule/change shall be subject to the grievance procedure (per Article VII) and the time limits for grieving shall begin with the effective date of the rule change. All work rules shall be compiled and distributed to all affected employees. Work Rules may only be updated within twelve (12) months after a contract has been ratified unless federal, state or local regulations require a rule change.

D. Size of the Work Force

Have the right to determine the size of the workforce, except that the number of part-time employees in the Operations Department shall be no more than 31% of the total number of full-time employees in this department, who shall work up to 30 bid hours per week. Management also agrees that a part-time run shall have no more than six and one-half (6 1/2) hours per day. As it relates to new employees, management may exceed the 31% until the next Regular Run Pick (under Article V Section 2A) following the time when these new employees have completed their training.

E. Passenger Counts

Have the right to order passenger counts.

F. Sub-Contracting

Have the right to sub-contract work provided there are no available employees laid off within a classification which regularly performs such work, and, in general, all rights and privileges

otherwise belonging to either party not herein modified, delegated, or abridged are reserved to the Authority or the Union, as the case may be.

Section 2 - PROMOTION TO MANAGEMENT

When the Authority has a manpower need in a management position, it shall be posted both externally and on all bulletin boards for minimum of five (5) working days.

Section 3 - STAYING OFF PROPERTY

Employees are required to stay off CATA property when suspended or serving disciplinary time off, except by appointment authorized by the Department Manager.

Section 4 - INTERFERENCE

Any employee interfering with contract negotiations between the Union and the Authority shall be subject to suspension or dismissal. This is not to interfere, however, with any employee's right of free speech nor his right to express his personal opinion of any member of the Union or any officer of the Authority.

Section 5 - DESIGNATED OFFICER

The designated officer who shall conduct all business for the Authority under the provisions of this Agreement shall be the CEO/Executive Director of the Authority or designated representative, whose decision shall be final.

ARTICLE III – GENERAL PROCEDURES

Section 1 - LAY OFF AND RECALL PROCEDURES

A. Lay Off

1. Maintenance

The Authority recognizes the principle of seniority. In the event of a layoff, the maintenance employees will be laid off by classification; i.e., Mechanic 1, Mechanic 2, Helper and Utility. Employees will bump down into a lower classification according to departmental seniority.

2. Operations

When a force reduction is made in the Operations Department, it shall be accomplished in reverse order of seniority, beginning with the lowest seniority part-time operator. It is not necessary for all part-time operators to be laid off before full-time operators can be transferred to part-time status. In the event that there is a reduction in the full-time operator classification, a full-time operator so displaced may bump the high seniority part-time operator down. Full-time driving seniority shall prevail over company seniority.

When a full-time employee is transferred to a part-time status, this will be done, as needed, without the loss of full-time seniority. The employee shall then be afforded all benefits due a part-time employee after sixty (60) days. The transferred employee may elect to pay group rates for health insurance in accordance with existing laws.

3. Insurance Benefits

All insurance benefits in force at the time of a layoff will be carried by the Authority for a period of sixty (60) days. An employee may elect to pay group rates for health insurance in accordance with existing law.

4. Seniority Accumulation

Seniority will be accumulated during a period of layoff.

B. Recall Procedure

No new employee shall be hired until all laid-off employees in their respective classifications and in accordance with their seniority shall have been notified by the Authority of the vacancy by registered mail with a return receipt, addressed to his last known address as it appears on the Authority's records. The Authority shall send the Union a copy of all such communications.

The laid-off employee must notify the Personnel Department of his intent to return to work by telephone or in person within seventy-two (72) hours from the time of delivery of notification.

This employee shall be given five (5) working days to return to work after notifying the Personnel Department of his intent.

Section 2 - PROBATIONARY EMPLOYEES

During the first ninety (90) actual working days of employment with the Authority, each employee shall be considered to be a probationary employee. During this time, the Authority may terminate the employee at its sole discretion. The Union has the right to represent all employees covered by this Agreement from their date of hire. Employees who bid a vacancy in another department will have a ninety (90) day probationary period during which time he may exercise his option to return to his former position without loss of seniority. An employee, who accepts a position in another department, shall lose his previously held department seniority (not company seniority) upon permanent assignment to the classification.

Section 3 - REMOVAL FROM SENIORITY LIST

An employee shall be removed from the seniority list for the following reasons:

- (a) If they quit;
- (b) If they are discharged;
- (c) If the employee is absent from work for three (3) consecutive work days, except in the case of actual sickness or accident and the Authority is notified on the first day of the absence (unless not possible to notify because of such actual sickness or accident);
- (d) If they fail to report back to work from a layoff after being notified to return to work (per Section 1 of this Article), except in the case of actual sickness or accident and the Authority is notified on the first day of the absence (unless not possible to notify because of such actual sickness or accident);
- (e) If they are physically unable to perform their duties per Section 8 of this Article or, in accordance with Article VIII, Section 1(A)(3) and Section 4(A), if they are unable to return to work within 52 weeks of leave;
- (f) If they fail to re-apply for employment after discharge from military duty (per Section 4 of this Article); and
- (g) If they receive from the pension plan their contributions or a pension benefit other than a disability benefit.

Section 4 - MILITARY DUTY

The Authority recognizes that there are employees with seniority who will be called for short-term active military duty, such as with the United States Armed Forces Reserves or National Guard. The Authority agrees to abide by all applicable Federal and State regulations relative to military duty. When an employee is called to military duty, the Authority agrees to pay the difference between the employee's military pay and the amount he would have earned on his regular assignment for those days in which he would otherwise have been scheduled to work.

This payment will be made for a maximum of twenty-one (21) working days in each contract year.

Section 5 - LEAVE OF ABSENCE

Upon written application of the employee, a leave of absence may be granted by the Authority without loss of seniority for thirty (30) days. Such leave will be without pay. Bonus pay will not be affected so long as approved prior to Board activation. National Holidays which occur during an approved leave of absence will not be paid.

Section 6 - COURT ATTENDANCE

An employee who attends court under instructions from the Authority and misses his regularly assigned shift will be paid the difference between court allowance and his regular shift pay. If court attendance requires an employee to remain away from home, actual cost for travel, meals and lodging shall be paid by the Authority.

An employee who misses his regular assignment because he is serving on jury duty will be paid the difference between the amount he would have earned on his regular assignment for that day and the amount he received as jury pay.

In order to receive the pay differential, the employee must obtain from the Court Clerk a slip confirming the days and hours he qualified for court pay and the amount paid. Such slip will be turned in to the employee's supervisor.

Full-time employees who are called for jury duty will have their shift changed so that the shift begins at the time of day they are scheduled for jury duty.

The employee is to phone his supervisor if he is relieved from jury duty before his assigned work shift is completed for that day. The supervisor will instruct the employee as to whether or not he is to return to work to complete his assigned shift. Full-time operators may be assigned to the extra board for the remainder of the shift. Failure to do so will void the pay differential for that day. The employee will be subject to established attendance procedures if they fail to report as instructed.

Part-time employees are to phone their supervisor if they are relieved from jury duty before their regularly assigned work shift is completed for that day. The supervisor will instruct the employee as to whether or not he is to return to work to complete his regularly assigned shift.

In the event an operator is notified of the cancellation of jury duty after the work board is posted for the following day, the operator will be permitted to work his regularly assigned shift and the affected extra operator will be reassigned by the dispatcher.

Section 7 - SICKNESS POLICY

A. Evidence of Illness

To ensure an excused absence from work for illness, it is the employee's responsibility, at his own expense, to provide a written statement from a medical professional indicating why the individual is unable to perform their duties, relevant medical facts, and the necessity for and length of the absence from work. "Medical professional" shall mean osteopathic doctor (DO), medical doctor (MD), physician assistant (PA), Nurse Practitioner (NP) or dentist (DDS). Documentation required under this Section shall not exceed that provided under the FMLA certification process. The Authority may *only* require FMLA certification paperwork where the absence involved may be FMLA qualifying.

In order to initiate the payment of disability benefits, it is the employee's responsibility at his own expense to provide a written statement from a medical doctor (MD or DO) or dentist (DDS) indicating the nature and extent of illness, the necessity for and length of the absence

from work. It is understood insurance providers may require further statements and information from an osteopathic doctor (DO), a medical doctor (MD), and other providers.

B. Returning from Illness

An employee returning from an absence due to illness or injury, and deemed eligible to draw benefits, must have a written certificate to return to work from his attending physician or dentist at the employee's own expense and may be required to obtain a return to work certificate from the Authority's physician or dentist at the Authority's expense. The Authority may only examine the employee for the injury or illness for which the employee was being treated or any other illness for which the employee was being treated while they were off. Providing timely notice from the employee, the Authority shall make every effort to schedule the returning employee's examination with the Authority's physician or dentist prior to the actual return to work date. If the examination by the Authority's physician or dentist is delayed to a time after the employee's physician or dentist has issued a return to work date, the decision of the Authority's physician or dentist will prevail with regard to benefits. If the Authority's physician or dentist disagrees with the employee's physician's or dentist's return to work statement, the Authority will pay the fees of a third doctor or dentist who shall be a recognized specialist in that particular disability, who will examine the employee and give his opinion. This decision shall be binding.

C. Trip Mileage Pay

Employees required to be examined by the Authority's physician or dentist will be paid the round trip mileage from the employee's residence to the physician or dentist's office.

D. Family and Medical Leave Act (FMLA)

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

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

An eligible employee is entitled to a total of 12 work weeks of leave for the reasons listed in subparagraphs (a) through (e) during a rolling 12 month period measured backward from the date an employee uses any leave.

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

Employees desiring leaves of absence under this section shall provide written notice to Human Resources setting forth the reasons for the requested leave, the anticipated start date of the

leave, and its anticipated duration. With the exception of one week of earned but unused vacation time and time compensated via Authority provided Short Term Disability benefits, employees must utilize all available paid leave prior to going on unpaid leave and may be required to provide medical or military certification of the need for the leave. FMLA leave shall run concurrently with paid or unpaid leave. Attendance incentive is not protected during FMLA leave.

Eligible spouses who work for the Authority are limited to a combined total of 12 workweeks of leave in a 12-month period for the following FMLA-qualifying reasons:

- the birth of a son or daughter and bonding with the newborn child,
- the placement of a son or daughter with the employee for adoption or foster care and bonding with the newly-placed child, and
- the care of a parent with a serious health condition.

Eligible spouses who work for the Authority are also limited to a combined total of 26 workweeks of leave in a single 12-month period to care for a covered servicemember with a serious injury or illness if each spouse is a parent, spouse, son or daughter, or next of kin of the servicemember. When spouses take military caregiver leave as well as other FMLA leave in the same leave year, each spouse is subject to the combined limitations for the reasons for leave listed above.

Except for the one week of protected earned but unused vacation and time compensated via Authority provided Short Term Disability benefits previously described, under no circumstances shall this Section be interpreted as granting rights beyond those granted by the Family Medical Leave Act.

Section 8 - PHYSICAL ABILITY

Should a question arise as to an employee's physical ability to perform his job, the same shall be taken up with the Officers of the Union and the Authority's CEO/Executive Director or designee (Assistant Executive Director, Operations Director, or Maintenance Director), and if they cannot mutually agree as to the employee's physical ability, the same shall be submitted as follows: one medical doctor to be selected and paid by the Authority and one medical doctor selected and paid by the employee. Medical doctor shall mean osteopathic or medical doctor.

If these two medical doctors find that the employee in question has the physical ability to return to his regular work schedule on a definite date within one year, his seniority will be accumulated to such date. The one-year will begin from the date of the second doctor's examination. The employee must return on the first regularly scheduled workday after such definite date or lose his seniority.

If two medical doctors state that the employee has the physical ability to perform his regular schedule, the employee will be so informed to return to work. If the employee does not do so, he will be removed from the seniority list.

If two medical doctors state that the employee will not be able to return to his regularly scheduled work, he will be removed from the seniority list one year from the date of the second doctor's examination. If these two medical doctors disagree as to the employee's physical ability, the Authority shall select a recognized specialist in that particular disability whose decision will be binding.

If the specialist determines that the employee will not be able to return to work, the employee will maintain seniority for a period of one year from this doctor's examination. The cost of this exam will be paid by the Authority.

Section 9 - SENIORITY ROSTER

A classification roster by department shall be posted in a glass frame and shall be visible at all times. Company seniority shall be from the first day of employment. In the event more than one employee begins work on a particular day, seniority will be determined by the date of the current applications.

Section 10 - DRIVING RECORD

For employment purposes, the Authority has the right to check on each employee's driving record. It is necessary for all employees to have a valid driver's license in order to continue in the employment of the Authority. The State of Michigan laws regarding the Commercial Drivers License (CDL) apply.

Section 11 - COMPLAINT INVESTIGATION

Complaints will be thoroughly investigated by Management before any discipline is issued.

Section 12 - OUT OF TOWN MEAL ALLOWANCE

An employee sent out of town by request of the Authority shall receive meal allowances in accordance with the Authority's travel policy.

Section 13 - VACATION CALENDAR

The vacation calendar and all vacation schedule changes will be handled by the Operation/Maintenance Managers. The vacation calendar will be posted for bid by October 15th for the upcoming calendar year. Seniority will prevail in the bid process and bid changes. The weekly vacation schedules offered for bid in October will include at least eight (8) vacation opportunities per weekday (Monday through Friday) in weeks when CATA is operating full Spartan Service.

It is understood that when the Authority is not operating full Spartan Service, more operators may be allowed to take their vacation than normally scheduled during other times of the year. The Authority, at its discretion, will determine the number of employees who will be permitted off at any one time. The Union and Management will discuss this number but Management will make the final decision.

Vacation time off work has been converted from an anniversary date basis to a calendar year basis.

Employees will have vacation time off based on their anniversary date in the prior year. As an exception, if the employee's years of service in the calendar year would increase the employee's vacation time, then the employee may bid the additional vacation to be scheduled after his anniversary date in the current calendar year. There is no carryover of vacation time from year to year.

Vacation pay will be paid as provided elsewhere in this agreement.

Section 14 - PERSONNEL FILE

Any employee will have the right to examine his file during regular office hours. There will not be any personal opinions entered into an employee's file. All entries will be entered with the knowledge of the employee.

Section 15 – DISCIPLINE

A Union representative from the appropriate department will be present whenever discipline is issued to an employee. Management shall issue discipline to employees within seven (7) working days from the alleged violation. These seven working days shall exclude the employee's regularly scheduled off days. If an employee is unavailable to receive written disciplinary notice within this time period, Management will notify a committee person from the appropriate department. The discipline will then be issued after the employee becomes available. Disciplinary records may be used in progressive discipline for a period of one year from date of the violation.

Section 16 - BAD WEATHER GUARANTEE

If buses are pulled by Management due to weather or other conditions not the fault of the employee and if the employee reports to work, he will be paid his regular day's pay.

Section 17 - SHIFT DIFFERENTIAL

The Authority will pay the following shift differential to all full-time employees:

- (a) Fifteen (15) cents per hour for employees beginning work after 1200 hours.
- (b) Thirty (30) cents per hour for employees beginning work after 2200 hours.

Section 18 - ELECTRONIC MONITORING

A. Definition

For the purposes of this section, monitoring/surveillance refers to the use of electronic instruments to observe, detect, or record activities occurring in or around all CATA owned or leased buildings, property and vehicles.

B. Purpose

The primary function of monitoring/surveillance by management is to enhance the safety, security and protection of employees, visitors, customers and physical assets of CATA and/or employees.

C. Privacy

Surveillance cameras and related equipment shall not be used in areas where employees have a reasonable expectation of privacy.

D. Discipline

Any discipline issued as a result of monitoring/surveillance will only be initiated following the investigation of a documented alleged incident and in a manner consistent with discipline and time limits as noted in Article III, Section 15. While monitoring/surveillance will only be initiated following the investigation of a documented alleged incident, any observed violation during the course of an investigation may be subject to discipline regardless of whether it relates to the original alleged incident.

E. Disclosure

Management agrees to provide notice to the Union at least two (2) weeks prior to the installation of equipment and collection of any electronic monitoring data of union employees. Any monitoring/surveillance documentation (such as recordings) used by

management will be available for review by the employee and/or his Union representative during or following any disciplinary meeting, upon written request. Any question related to monitoring/surveillance equipment placement will be addressed jointly by the union and management.

ARTICLE IV - WORK WEEK/OVERTIME

Section 1 - STANDARD WORK WEEK – FULL TIME EMPLOYEES

The standard workweek of all full-time employees under this contract shall be five (5) days within any seven (7) day period. Standard work week will be Monday through Sunday. Employees shall be compensated on the basis of the calendar day on which their shift starts. All such employees shall be guaranteed eight (8) hours for each regularly scheduled workday. Overtime rate of pay will be issued at the rate of time and one half for all hours actually worked in excess of forty (40) in any work week. Approved vacation, floating holidays, national holidays, jury duty, guaranteed time, and paid military leave will count as time actually worked. In the event that an employee does not work of his own volition, during a regularly scheduled workday, his guarantee shall be void for that day.

The eight (8) hour guarantee shall not apply to employees who are limited by medical restrictions to working less than eight hours per day. Such employees may be assigned by the Authority to available work within such medical restrictions and in their classification if they are able to work at least twenty (20) hours per week. The Authority shall pay such restricted work employees for actual time worked or at the rate of 60% of the employee's hourly wage per week, (which is the full Short-Term Disability benefit), whichever is greater.

- (a) Any employee assigned to work on Saturday and Sunday shall have two (2) consecutive days off.
- (b) The day on which a shift starts will determine all overtime rates of pay.

Section 2 - FOUR DAY WORK WEEK

As an exception to the standard work week under Article IV, Section 1, the Authority may establish a number of four day work assignments as follows:

- (a) The schedule will be a minimum of forty (40) hours per week at straight time, consisting of four (4) days of at least ten (10) hours each.
- (b) The schedule will provide for at least two (2) consecutive days off.
- (c) Overtime will be paid at time and one-half for hours worked in excess of forty (40) hours per week. Except for work in excess of forty (40) hours per week, overtime will not be paid.
- (d) Employees will bid by seniority on work assignments scheduled as a four (4) day week.
- (e) Should Management decide to implement a four day work week in the Maintenance Department, they will consider comments from the Union Committee regarding the shifts.

Section 3 – OVERTIME

A. Required Overtime

Reasonable amounts of overtime may be required of employees. Overtime will be distributed as equitably as possible. The least seniority employees in the classification must work the overtime schedule if normal distribution is not possible.

B. Operations

1. Overtime Sign Up.

Operators desiring overtime may sign up for overtime when the board is open by contract (January, March, May, August, and December). Operators may sign up for one of two voluntary overtime lists when the board opens at Regular Run Picks (Article V, Section 2A). Each of the two voluntary lists, one (1) full-time operator list (Monday through Sunday) and one (1) part-time operator list (Monday through Sunday), will rotate one (1) spot per day, Monday through Sunday, including holidays.

2. Overtime Scheduling.

The Authority will post planned overtime. Operators are responsible to check the overtime posting for their work schedule. Full-time operators will be scheduled first for overtime, if available. The full-time volunteer list may be rolled through a second time before any overtime is assigned to part-time employees. All volunteer assignments will be posted in Ops-Web for the employee to review once the board has been published. When unplanned overtime is required, an attempt will be made to contact all operators who have signed for overtime and are not already scheduled.

If manpower requirements are not met, the employee with the lowest company seniority who has passed his 90-day probationary period and is not on duty shall be directed to report to work.

3. Overtime Restrictions and Limits.

The following restrictions and limits apply to overtime assignments:

- a. Overtime will not be scheduled if it conflicts with an operators bid run.
- b. Operators accepting overtime will complete both their bid run(s) and overtime assignments.
- c. Overtime will not be assigned if pay time exceeds fourteen (14) hours. To meet operational requirements, a waiver may be issued to an operator but only until such time a relief operator may take over.
- d. An operator must have eight (8) hours off from the last run of the day to the start of a run on the following day.
- e. Spread time, which is defined as the time between when an operator signs on for the first show time to when that operator signs off from the last garage time, will not be greater than eighteen (18) hours.
- f. Operators will not be assigned to Protection on a day when the operator is scheduled for a bid run unless the Protection assignment begins after the bid run.
- g. Operators working a Protection assignment will be available for any overtime assignment(s) prior to the Protection assignment.
- h. Operators will only be forced after both overtime lists have been exhausted.

The Authority may make exceptions to the above to meet operational requirements. Either party may request changes to mutually make the operation of the program more efficient.

C. Maintenance

Three overtime groups will be established and maintained as follows:

1. Mechanics (including Master Mechanics, First Class Mechanics and Second Class Mechanics).
2. Mechanic Helpers.
3. Utility.

Each "Overtime Group" will have overtime charted separately and independently. The Authority shall schedule overtime only within the Overtime Group needed to perform the necessary work.

Three twenty (20) hour cushions will be in effect, one for Mechanics classification, one for Mechanic Helpers classification and one for Utility classification. The cushions will cover from the high employee to the low employee in terms of overtime hours. If all employees in Utility Classification refuse voluntary overtime, Management shall have the right to force the lowest seniority employee within this classification. If all employees in Mechanic Helper Classification refuse voluntary overtime, the necessary overtime will be offered next to Mechanics in order of their Overtime Group. If no one in the Mechanic classification volunteers to work, the least senior employee(s) in the Mechanic Helper Classification will be forced to work.

When daily overtime is needed in the amount of four hours or less at the end of a shift, the shift employee with the lowest overtime hours may be asked to work. If the cushion is broken, Management will pay the employee with the lowest overtime hours the number of hours by which the cushion is broken. If two employees tie for the lowest hours, the most senior employee will be paid. An exception to this is permitted when, for emergency conditions, an employee is asked to work at the end of his shift to complete a road call. Employees can be asked and charged for only eight (8) hours of overtime on the same shift on the same day. It is understood that an employee not offered overtime under this provision may not request payment if the cushion is broken as a result.

An employee scheduled to work an eight (8) hour shift who is offered to work an additional eight (8) hour shift, either prior to or after the scheduled eight (8) hour shift, may decline such overtime and will not be charged on the cushion. It is understood that an employee declining overtime under this provision may not request payment if the cushion is broken as a result of their having declined overtime.

If two (2) or more employees have the same amount of overtime hours, the higher seniority employee will be asked first.

The overtime charts will be placed on the Maintenance bulletin board. All overtime worked and overtime that is refused will be charged on the charts daily, except that an employee refusing overtime at the end of his work shift when asked less than two hours before the end of his shift will not be charged.

An employee in line for sixth day overtime who is off work the entire regular workweek shall not be offered the sixth day work. Employees who have worked part of the workweek and are in line for the sixth day work shall be offered the work.

When an employee has had an absence during the work week he will be paid at straight time until he has worked forty (40) hours at straight time in that work week. Approved vacation, floating holidays, national holidays, jury duty and paid military leave will count as hours worked for purpose of this provision.

When an employee is called in or scheduled to work overtime, he is expected to report by the time specified. If he has not reported by the specified time, he will be replaced by offering the work to the next employee with the lowest overtime hours in the appropriate classification and will be charged with the overtime. Scheduled overtime work, once accepted, may not be cancelled with less than eight (8) hours' notice. Cancellation by the employee within the eight (8) hour period prior to the start of the overtime work will result in the employee being subject to the attendance procedure and charged for all applicable overtime during the period. Maintenance employees will be asked for overtime to cover the Saturday and Sunday shifts, and for all other known overtime for these two days (Sat. and Sun.), beginning at 16:00 on Wednesday and 0800 on Thursday morning. Overtime of more

than four (4) hours that occurs after 0800 on Thursday will be offered to the employees with regard to their position on the overtime chart with no changes being required in the scheduled work agreed to for the Saturday and Sunday shifts scheduled after Thursday.

When an employee is called in to work overtime he has one (1) hour to report to work. Employees who transfer from another department will enter the appropriate Classification Overtime Group chart at high hours. New hires will enter the appropriate Classification Overtime Group chart at high hours after their 90 actual working day probationary period. Maintenance employees who are promoted to a new classification shall enter the appropriate Classification Overtime Group chart at the highest hours posted at the time of promotion.

Section 4 - PAYDAY

Payday shall be Friday of each week for all time worked in the previous week, Monday through Sunday. Checks may be issued as early as Thursday.

Section 5 - SHIFT CHANGES

Shift changes shall be posted at least five (5) days before going into effect, except in the case of an emergency.

Section 6 - CALL-IN PAY

Any employee called in to work independent of his shift shall receive a minimum of two (2) hours pay, unless the employee is called in within two (2) hours of his scheduled work shift start time, in which case the employee will be paid for actual time worked.

Section 7 - HOLD-OVER PAY

Operators on the clock who are requested to report for work after their shift ends will be paid if the time from the end of their run until the next report time is one (1) hour or less.

Section 8 - OPERATOR TRAINING INCENTIVE

Operators who agree to train new operator trainees prior to them starting their own bid runs will be paid an additional \$1.50 per hour during the period spent with the trainee. Management will be responsible for all scheduling and selection of operators whose experience make them appropriate for use as potential trainers. However, where requested, an operator may decline to serve as a trainer without penalty.

ARTICLE V - OPERATIONS

Section 1 - DEFINITIONS OF WORK ASSIGNMENTS

Driver work assignments are classified and known as straight runs, split runs, trippers, protection, limited and super runs.

A. Straight Run

A straight run is a run that starts at a given time and stops at a given time with no time off between starting and quitting times.

B. Full-Time Split Runs

A split run is a combination of two separate pieces of work bid as a run with time off between the two pieces of work. Intervening time will be paid only as stated in the roster for

the bid run if less than one hour, or for intervening time in excess of two and one-half hours. All intervening time in excess of two and one-half hours will be paid at time and one-half.

C. Special Split Run

A special split run is a full-time run in which the intervening time exceeds two and one-half (2 ½) hours. All intervening time will be without pay. Management will construct a maximum of five (5) such runs per day.

D. Part-Time Split Runs

To allow part-time operators some consistency in scheduling their work they may bid combinations of separate pieces of work with no pay for intervening time.

E. Tripper

A tripper is either an unscheduled bus that runs between regular runs or is a bus scheduled to increase the frequency of headways on scheduled runs. Drivers on the clock will be paid for actual time worked if this piece is less than two (2) hours long.

F. Protection

On duty assignment in which an operator is available to operate any piece of work which is open or becomes open. Protection will be paid shift differential in accordance with Article III, Section 17.

G. Limited

Limited runs are restricted stop runs. Drivers on the clock will be paid for actual time worked if this piece is less than two (2) hours long.

H. Run Construction

It is the intent of management to give first priority to the construction of full-time runs. This run construction priority does not guarantee that every possible full-time run will be constructed. At such times that route and time-point changes are ready for printing, management will provide these changes to the Union.

I. Super Run

A Super Run is a straight piece of work that is eleven (11) hours or longer. Super Runs will have two scheduled breaks of at least ten (10) minutes per break and a lunch break. Management may construct a maximum of ten (10) Super Runs per day, excluding schedules for four (4) day workweek rosters.

Section 2 – BIDDING

At those times when route/schedule changes are made, such changes will be presented to the Union ten (10) calendar days before the bid board is posted. The Union President and Vice President (or designee) will have two business days (one paid by management) to examine the changes to see that they comply with the terms of this Agreement and report any discrepancies to the Operations Manager before the scheduled board opening.

It is agreed and understood that emergencies may arise requiring the Authority to construct and post runs for assignment on short notice. In such an event, the Union agrees to reduce the time period of review. The selection and assignment of runs by operators may be implemented within a shorter period of time.

A. Regular Run Picks

All runs will be put up for bid five (5) times a year and will take effect in January, March, May, August, and December. At these bid times, the board will be open one week for observation and for up to fifteen (15) calendar days for full-time bidding and up to five (5) calendar days for part-time bidding. Seniority shall prevail during the bid process.

Operators must bid by 1530 hours (3:30 PM) of their bid day or at their scheduled bid time and day. If an operator fails to turn in a bid by that time, he will fall behind the operators scheduled to bid the following day.

Operators will not be bypassed during the bidding process unless on a case by case basis management and union agree.

B. Special Run Picks

Operators will not be bypassed during the bidding process unless on a case by case basis management and union agree.

The board will be open completely or partially under the following situations:

1. The board will open completely whenever there is a change that exceeds fifteen (15) minutes in pay times or running times.
2. The board will open partially (from the affected operator) within ninety (90) days of when an employee is removed from the seniority list.

Section 3 - EXTRA BOARD

A. Definition

The extra board is comprised of full-time operators who protect the work board and operate all runs in the absence of assigned operators.

B. Work Assignments

Extra board operators are assigned work on a "first-up-first-out" basis. That is: the first available piece of work must be taken by the first available extra operator; the second available piece of work must be taken by the second available extra operator, etc. As a rare exception, extra board operators may be given a piece of work that is different from his originally-assigned piece on the day of operation in order to ensure no route is without service.

Open runs are sorted into three (3) sequence priority groups, so that certain types of work are assigned before other types of work in sequence, one after the other. First, Priority One work is assigned, then Priority Two work is assigned work, and finally, Priority Three work is assigned. Within each sequence priority, runs are assigned based upon the sign on time, sign off time, or the work name.

1. Sequence Priority One.

This priority group consists of full-time runs, casual and miscellaneous runs greater than eight (8) hours in length and pieces of different runs to include Protection less than eight (8) hours in length that are combined into a run of eight (8) hours or more.

2. Sequence Priority Two.

This priority group consists solely of Protection assignments. Protection assignments are generally eight (8) hours but may be longer. Protection assignments may be made to cover a combination of planned and unplanned open work.

3. Sequence Priority Three.

This priority group includes other work such as work less than eight (8) hours in length that is not covered by Protection.

C. Rotation

The extra board will be rotated one person daily, Monday through Sunday, including holidays. The extra board operator at the top of the rotation on each given day will be first assigned to work. The daily rotation will be maintained even if an extra board operator is absent.

D. Bottom of Board

When a full-time operator is placed at the bottom of the board, he will be placed on protection under the last scheduled operator at straight time and rotate in sequence with others on protection. In the case of a scheduled or unscheduled late show the following will apply:

1. The bid operator will then pick up his scheduled work;
2. The extra board operator who has been assigned planned scheduled work will be placed into the planned work where originally assigned;
3. The operator on protection will be placed at the bottom of the protection rotation at the time he returns to work.

E. Extra Work

Extra work, if assigned, will first be assigned through the full-time volunteer list. In cases where not all extra work is assigned after the first pass through the full-time volunteer list, Management may go through this list a second time during the initial work assignment. If all available full-time operators are assigned work, part-time operators who have signed up for overtime will be used next, as available.

F. Open Runs

When a run opens up during the course of a bid period, the extra board will operate the run on a daily rotation basis consistent with Section 2 of this Article. An extra operator on AM protection who catches a full-time split run in which the second piece begins after 1300 hours will not operate the complete split run. He will relinquish the second piece but be available as needed for additional work (straight time or overtime, as applicable). The second piece of the split run shall be operated by an operator on PM protection. Each piece of part-time split runs will be separately assigned to operators on protection.

G. Late Night Runs

Any operator who operates a night run which ends within eight (8) hours of his next scheduled report time will have their show time adjusted for the next day. Operators who have a bid run the next day will be paid bid shift guarantee. Extra board operators will be placed on protection with respect to their original position on the rotation list for that day and will be required to be on duty for the entire shift.

H. Board Posting

The work board will be posted by 1300 hours two days prior to the effected workday (the Saturday, Sunday and Monday work boards will be posted on Thursday). Overtime assignments may be cancelled in the first twelve (12) hours following the board posting. No

further cancellations will be permitted. Open work created by cancellations will be filled off the volunteer overtime lists which will be assigned before 1700 hours the day before the board goes into effect.

Section 4 - RELIEF

A. Partial Run Relief

With prior permission from Management, an operator may be absent, without pay, from any portion of his scheduled run without having to lose the entire run. Prior permission shall mean the workday prior to the absence except in emergency cases.

B. Shift Relief

Each operator must remain with his coach until relieved. In the event said driver is not relieved at the scheduled time, he shall immediately notify the dispatcher that he has not been relieved, and shall continue to operate said vehicle according to the public schedule until relieved. The dispatcher shall make every effort to relieve said operator as soon as possible. The operator will be compensated for actual extra time worked at two times the top rate of pay.

Section 5 - PREPARATORY/TRAVEL/LUNCH TIMES

A. Preparatory Time

Operators required to pre-trip their vehicles before leaving the property will have fifteen (15) minutes at the beginning of their shift. Operators providing relief on the street will have ten (10) minutes at the beginning of their shift.

B. Travel Time

Sufficient time with pay shall be allotted at the beginning and end of each run for travel time between the garage and the terminal point. Time for travel will be standardized as to time of day, distance from garage and the route between the garage and terminal points.

C. Lunch Break

A minimum of thirty (30) minutes per day at the current rate of pay for a lunch break will be scheduled as near the middle of the run as possible.

Section 6 - PART-TIME STATUS

When a full-time operator leaves, the Union and Management will discuss the possibility of creating an opening in the full-time operator ranks. When there is an opening in the full-time operator's ranks, the position will be offered to the senior part-time operator. If that operator refuses the position, the job will be offered to the next senior part-time operator, etc.

When the next full-time operator position opens, the position will be offered to the senior part-time operator, in each case, the transferred employee is placed at the bottom of the full-time seniority list and full-time driving seniority begins when the transfer from part-time to full-time is effective.

If the senior part-time operator is off work for medical reasons, then the next senior part-time operator will be offered the full-time position, subject to being replaced when the senior part-time operator reports for work with appropriate medical clearance. Full-time seniority will begin on the date on which the opening originally occurred. Full-time benefits begin on the date the employee begins full-time work. An employee returning to part-time status shall then be

afforded all benefits due a part-time employee after sixty (60) days. The transferred employee may elect to pay group rates for health insurance in accordance with existing laws.

ARTICLE VI - MAINTENANCE

Section 1 - MAINTENANCE CLASSIFICATIONS

A. Master Mechanic - To become a Master Mechanic, the applicant/employee would have to pass an additional seven (7) ASE certification tests designated by the Authority. The Authority will increase the base rate of pay ten cents (\$.10) for each of the ASE certification tests successfully completed. The Authority will provide one (1) complete set of ASE training materials for all applicable certifications. The Authority will increase the base rate of pay an additional fifty cents (\$.50) for those employees who successfully complete all seven (7) ASE certification tests for a total of one dollar and twenty cents (\$1.20). It is the responsibility of employees to obtain and maintain the certifications in order to receive the additional compensation.

The Authority will reimburse each employee the cost of taking and passing each of the State of Michigan or ASE certification tests by providing the Authority written documentation that he has passed the test.

B. Mechanic First Class - will be qualified to inspect, diagnose and make repairs both major and minor to all types of equipment and their components, including the duties of a Mechanic Second Class, Mechanic Helper, Utility and the following areas:

- Complete diesel tune-up, overhaul and components

- Complete gas overhaul

- Complete light and heavy-duty transmissions overhaul

- Machining - i.e., valve grinding

- Differential overhaul

- Suspension - Air, Spring, Hydraulic

- Pneumatic Systems - Brakes, Accessories

- Hydraulic Systems - Brakes, Steering, Accessories

- Electrical Systems - Starting and Charging

- Ignition, Gas Tune-Up, Scope Analysis

- Chassis Wiring, and Accessories

- Heating and Air Conditioning

- Installation and Removal of Fareboxes, bases and electrical connection(s) to the base

- Welding - General knowledge and basic application

- Minor body work and panel replacement

- Installation and removal of Information Technology (I.T.) and electronic hardware.

He may also direct, in a training capacity, the activities of a Mechanic Second Class and a Mechanic Helper when requested by management. He must provide a complete set of tools to efficiently perform the job described, including a complete set of mechanic's tools (excluding special tools) up through 1-¼ size wrenches and sockets, including metric tools required to do the job up to 20 mm. Special Tools shall include, but not be limited to, tools that are required to perform diagnostic functions on installed components that are or may have computerized controls; tools required to repair or rebuild a unit or component that are required to have a special measure or placement, and are noted in the manual to perform this function; and wrench and socket sizes over 1-¼ inches or 20 mm.

To become a Mechanic, the outside applicant would have to pass six (6) of the State of Michigan certification tests designated by the Authority, the ASE test on Preventative Maintenance (PM) and a written qualification test administered by the Authority prior to date of hire. Employees becoming Mechanic 1st Class or Mechanic 2nd Class on or before November 30, 2001, will be grandfathered and will not be required to pass six (6) of the State of Michigan certification tests designated by the Authority, the ASE test on Preventative Maintenance (PM) or a written qualification test administered by the Authority. However, any grandfathered individual who provides proof of passing six (6) of the State of Michigan certification tests and ASE test on Preventative Maintenance (PM) during the term of the parties Agreement shall receive a bonus equal to \$1500. To become a Mechanic, the internal applicant would have to pass the ASE test on Preventative Maintenance (PM) and pass a written qualification test administered by the Authority with a passing score of 80 percent (80%) at the time of application.

C. Mechanic Second Class (grandfathered) - will be qualified to inspect, diagnose and make repairs both major and minor, to all types of equipment and their components, including the duties of a Mechanic Helper, Utility, and in the following areas:

- Suspension - Air, Spring, Hydraulic
- Pneumatic Systems - Brakes, Accessories
- Hydraulic Systems - Brakes, Steering, Accessories
- Electrical Systems - Starting and Charging
- Ignition, Gas Tune-Up, Scope Analysis
- Chassis Wiring, and Accessories
- Heating and Air Conditioning
- Installation and Removal of Fareboxes, bases and electrical connection(s) to the base
- Welding - optional
- Minor body work and panel replacement

Installation and removal of Information Technology (I.T.) and electronic hardware.

He may also direct, in a training capacity, the activities of a Mechanic Helper when requested by management. He must provide a complete set of tools to efficiently perform the job described, including a complete set of mechanic's tools (excluding special tools) up through 1-¼ size wrenches and sockets, including metric tools required to do the job up to 20 mm. Special tools shall include, but not be limited to, tools that are required to perform diagnostic functions on installed components that are or may have computerized controls; tools required to repair or rebuild a unit or component that are required to have a special measure or placement and are noted in the manual to perform this function; and wrench and socket sizes over 1-¼ inches or 20 mm.

Mechanic Second Class positions will not be maintained except for employees currently in that position as of December 1, 1998, including Mechanic Second Class apprentices.

For Second Class Mechanics to become First Class Mechanics one of the following need to be accomplished by November 30, 2004:

- Successful completion of the Apprenticeship Program.
- Test out - Pass all of the Apprenticeship Program tests (without training) including oral, written and hands-on.
- Test into another classification as outlined in each of the classification requirements.

Second Class Mechanics who successfully pass any one of the four ASE tests that pertain to work in their classification, will be paid ten cents (\$.10) per hour more for each test passed.

D. Body Paint/Helper - If CATA begins to operate a body-paint shop, a new classification is agreed as follows:

Make body repairs, major and minor, on all vehicles, do all paint work and assist mechanics whenever needed. He must provide a complete set of tools to perform his classification duties (excluding special tools).

The rate of pay shall be midway between Mechanic Second Class and Mechanic Helper.

E. Mechanic Helper - must be qualified to perform a full range of general maintenance and servicing on all equipment and its components and be capable of assisting a mechanic, including the duties of a Utility. The main duties will be the following:

Lube, Oil and Filter Service

Chassis Inspection and Adjustments

Tire Balance and Cutting

Assisting First and Second Class Mechanics

Rebuild non-mechanical component parts (e.g. mirrors, radius rods, and air dryers)

Light, sockets, bulbs/lens minor repair (wire repair is light socket related not into a harness)

Re-bush torque rods (radius rods)

Wiper arms and blades

Replacement batteries (car, truck and van only)

Window latches (excluding emergency latches)

Sunvisor replacement

Light panels

Mud flaps

Mirrors and mirror arms

Tires

Red box installation

Schedule rack installation

Vinyl/decal replacement interior and small repair exterior

Stop request cables (does not include tape strips or stop request buttons)

Seat cushions

A/C grills

Jump-start buses

W/C restraints (belts only)

Transfer cutters replaced (in existing vehicles)

Brake shoe tear down (not on bus without mechanic)

Paint step wells

Load test and charge batteries (bench test area only)

He must provide a complete set of tools to perform the duties of his classification (excluding special tools). Special Tools shall include, but not be limited to, tools that are required to perform diagnostic functions on installed components that are or may have computerized controls; tools required to repair or rebuild a unit or component that are required to have a special measure or placement and are noted in the manual to perform this function; and wrench and socket sizes over 1-¼ inches or 20 mm.

No employee will be forced to work in a higher classification unless that person is part of the apprenticeship program.

To become a Mechanic Helper, the employee or outside applicant would have to pass a written qualification test administered by the Authority with a passing score of 70%.

Employees becoming Mechanic Helper on or before November 30, 2001, will be grandfathered and will not be required to pass the ASE test on Preventative Maintenance (PM) or a written qualification test administered by the Authority. The Authority will pay a bonus of one hundred dollars (\$100.00) to a grandfathered Mechanic Helper who successfully passes the ASE test on Preventative Maintenance (PM). The Authority will pay a bonus of one hundred dollars (\$100.00) to a Mechanic Helper each time he is successfully re-certified on the ASE test on Preventative Maintenance (PM).

F. Utility

When a manpower need occurs, in the classification of Utility, Management has the right to hire. Interdepartmental transfer for positions covered under this agreement shall not occur for this classification.

Utility must be qualified to perform the following:

Service and fuel vehicles, clean all interior/exterior of vehicles and the garage and storage area.

Properly maintain fluid levels on vehicles.

Bus changes (non-safety-related) and errands.

All on-vehicle schedule and route-change postings.

Securely handle fare collection equipment.

Stocking of Red Box and other safety equipment.

The following shall not be bargaining unit work and may be done by Management staff:

(1) Cleaning parking lots and sidewalks; and

(2) Snow removal and salting parking lots and sidewalks

Internal applicants will be given the same consideration as external applicants for this position and must meet the same qualifications.

Section 2 - JOB ASSIGNMENT/ SHIFT PREFERENCE

The Authority reserves the right to assign each employee to the job it feels the employee is most qualified to perform. In the event a mechanic is to be forced to work in a lower classification (meaning mechanic helper or utility), management will first ask for volunteers and if no one comes forward, such work will be done by the least senior person on that shift. Seniority employees will be allowed shift preference according to departmental seniority within the three separate classifications of Mechanics, Mechanic Helpers and Utility. When the change is approved by management the employee must remain on the shift for a minimum of three (3) months. Employees are limited to only two (2) shift changes in a twelve month period starting with the date of the first shift change.

No Maintenance employee shall be eligible for a job opening where the rate of pay is lower than his existing rate, other than when the employee is bumping in lieu of layoff. Any openings in the maintenance department will be posted for five (5) working days on all bulletin boards and may also be posted externally. The notice shall state the classification and description of duties.

If the Authority determines that a shift opening will be filled, the opening(s) will be offered to the most senior employee(s) in the classification.

If there are no qualified union personnel to fill a particular position, the Authority shall have the right to hire.

Section 3 - TRAINING OPPORTUNITIES

The purpose of this Section is to provide a working mechanism for the training of maintenance employees. This training will support high standards of workmanship through the development

of highly skilled workmen through on-the-job training, supplemented by related technical and theoretical training and instruction.

CATA will make every effort to ensure that each employee is trained to safely and properly execute their job functions as it relates to new and existing equipment and will also provide updated training, as needed.

Training on all new and/or upgraded equipment will be provided in a timely manner prior to CATA assuming full responsibility for the equipment.

Work will be assigned to employees if they have completed related training, hold relevant certifications, have prior similar experience or any combination thereof.

The Authority has the right to determine content, class size for each training session and the employees who will attend the session. The Union will offer input as to the type and duration of training.

The Authority will provide training opportunities on-site including sessions provided by outside vendors and opportunities off-site at training facilities and suppliers. Areas of training may include:

- Major Diesel Engine Repair
- Diesel Engine Service and Tune-up
- Heavy and Light Duty Transmission Theory and Rebuild
- Heavy Duty Engine and Transmission Electronic Controls
- Gasoline Engine Rebuild
- Machining
- Power Trains
- Basic Hydraulics, Air Systems and Brakes
- Electrical Theory, Diagnosis and Component Rebuild
- Basic Gasoline Engine Tune-up
- Fuel Systems
- Heating and A/C Systems
- Chassis Doors and Wheelchair Lifts
- Preventative Maintenance
- Basic Air System Operation
- Basic Electrical

Section 4 - MAINTENANCE SENIORITY

An operator who accepts the position in the Maintenance Department shall lose his driving seniority upon permanent assignment to the classification.

Section 5 - ALLOWANCE BREAKS

1. Coffee Breaks - Each employee shall be allowed two paid coffee breaks per shift. The first shall be five (5) minutes and the second shall be ten (10) minutes.
2. Lunch Break - Each employee shall be allowed a twenty (20) minute paid lunch period.
3. Cleanup Time - Each employee shall be allowed ten (10) paid minutes at the end of their shift for personal cleanup.

Section 6 - EMPLOYEES ON DUTY

For safety purposes, Management will assign at least two employees to each section of the maintenance area (repair and utility) whenever each section is in operation. If only two are assigned and one person fails to report to work, Management will make every reasonable effort to call in another person, but will not be held responsible for wages until the second person is on

the clock. As an exception, Management may have a single Utility person but only on an already established shift.

Section 7 - SAFETY RELATED BUS CHANGES

Only Mechanics and Mechanic Helpers will make bus changes when it relates to a safety issue. Examples of safety-related items include but are not limited to: acceleration, brakes, exhaust, air suspension, steering, and wheels/tires.

Should a question arise as to whether or not a bus has a safety-related issue, the Maintenance supervisor on duty will make the final determination.

Section 8 - SAFETY REPRESENTATIVES

The Authority will recognize designated Union Safety persons, one each from the Operations and Maintenance Departments. Management will also name employees to serve as the Management Safety Representatives. Either Management Safety Representative may meet with either Union Safety Representative, or vice versa, when a safety related issue arises as well as on a regular basis so as to eliminate problems whenever possible. If an instance arises when either Union Representative does not feel sufficient emphasis is being placed on a safety-related concern by either Management Representative, the matter may be appealed to the Department Manager. The Management and Union Safety Representatives will meet quarterly at a mutually agreeable time and place to review and make inspections of health and safety conditions within the company.

Section 9 - CERTIFICATIONS

It is the responsibility of the Authority to provide, at no cost to the employee, all training and schooling required of all mechanics in order to obtain any certification required by law in order to perform all functions within their job descriptions. It is the responsibility of the employee to obtain and maintain any such certifications.

ARTICLE VII - GRIEVANCE PROCEDURES

Section 1 - DEFINITIONS

The Authority agrees to recognize fully and deal with the Union on all grievances. A grievance is a question, complaint, violation, misapplication or misinterpretation involving the application of this Agreement.

A complaint shall be deemed a grievance only after the parties have failed to satisfactorily adjust such complaint informally. In the event the parties are unable to adjust a complaint informally, a grievance may be processed through the grievance procedure.

All time limits specified below will begin the day following the incident and/or step of the procedure. Days shall refer to Monday through Friday except holidays as defined in this contract. Failure to meet the time limits by either party will constitute forfeiture of the grievance. All time limits are subject to adjustment by mutual agreement for reasonable cause.

Section 2 - PROCEDURE STEPS

Step 1 - An employee who has a grievance shall verbally present it to his supervisor within four (4) working days of the alleged incident, in the presence of his committee person. The verbal meeting will be so documented, dated and signed by both parties with a copy to each.

Step 2 - The grievance shall be reduced to writing and signed by the employee and the committee person. The committee person shall present the grievance to the department head within five (5) working days from the verbal meeting. Within five (5) working days from receipt of the written grievance, the department head shall assign a grievance number, prepare a written response and return the grievance to the Union.

Step 3 - If the grievance is not satisfactorily adjusted at Step 2, the committee person will present a written response to the CEO or designated representative within five (5) working days of the receipt of department head's response.

The CEO or designated representative will schedule a meeting within ten (10) working days after receipt of the grievance for presentation of the arguments by the committee person, the Union President (or designee). The Grievant is encouraged to attend this meeting but is not required to do so.

Step 4 - The CEO or designee will have five (5) working days after completion of Step 3 to prepare a written response and return the grievance to the Union. If the grievance is not satisfactorily adjusted, the Union will have five (5) working days to return the unadjusted grievance to the CEO.

Section 3 - ARBITRATION

In case of a failure to reach an amicable settlement through the grievance procedure, either party may submit a grievance to arbitration as hereinafter provided. Following the written disposition in Section 2, Step 4, the Union committee will present the arbitration issue to the local membership at their next regularly scheduled meeting for a vote as to further continuance. If this answer is not received by the Union prior to ten (10) days before the next regularly scheduled meeting, the arbitration vote will be at the following month's meeting. Within five (5) working days after that membership meeting, written notification will be given to the CEO/Executive Director if the case is to be presented to an arbitrator. Failure to notify shall result in that disposition in Step 4 becoming final and binding upon both parties and upon the employees involved, and no strike, slowdown or other interference with the operations of the Authority shall result therefrom.

In the event that a written notice of desire to arbitrate is served by one party upon the other, that party shall express the desire to arbitrate in writing to the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service.

All costs of Michigan Employment Relations Commission and Federal Mediation and Conciliation Service shall be shared equally by the parties. Each arbitration case shall be conducted in the Lansing area.

The parties agree that they shall consider the arbitrator's decision as final and binding and that no strike, lockout, slowdowns or interference with production shall take place as result of such decision.

The arbitrator shall not be empowered to add to, subtract from or change any of the terms of the Agreement between the parties and it shall not be within the jurisdiction of the arbitrator to change an existing wage rate or establish a new wage rate.

ARTICLE VIII - FRINGE BENEFITS

Section 1 - FULL-TIME EMPLOYEES

A. Insurance

1.) (a) Medical coverage administered by a third party administrator to be selected by the Authority, identical to Blue Cross-Blue Shield of Michigan MVF 2 (semi-private) hospital,

surgical, medical coverage with Master Medical Option III and FAE plus Blue Cross-Blue Shield of Michigan co-pay Prescription Drug Coverage, PPO, or other insurance or health maintenance organizations of comparable quality offered by the Authority for the employee's option. The Authority will pay medical claims for all full-time employees, (including their eligible spouse and dependents), in accordance with the rates, procedures, and fee-for service reimbursement levels established in the CATA health plan and set forth below.

(b) The required weekly participation fees for employees and retirees (or a retiree's surviving spouse) for coverage under the Base PPO shall be, as follows:

	Plan Year 2022-23 Effective 3/01/22	Plan Year 2023-24 Effective 3/01/23	Plan Year 2024-25* Effective 3/01/24	Plan Year 2025-26* Effective 3/01/25
Employee	\$88	\$97	<i>See Below</i>	<i>See Below</i>
Retiree	\$35	\$35	<i>See Below</i>	<i>See Below</i>

**Three months prior to the completion of Plan Year 2023-2024, the parties will meet to bargain participation fees for Plan Year 2024-2025 and will meet during the same period to bargain prior to the 2025-2026 plan year.*

(c) The weekly participations fees for dental and vision coverage under both plans for employees shall be as follows:

	Effective 3/1/20 – 2/29/24	Effective 3/1/24 – end of CBA
Employee	\$3	\$5

(Retirees are not eligible for dental/vision coverage).

(d) Employees hired as of December 1, 2019 or later are not eligible for retiree healthcare benefits under the CATA plan.

(e) The required weekly participation fees for employees with coverage under the High Deductible Health Plan (HDHP) with Health Savings Account (HSA) shall be, as follows:

	Plan Year 2022-23 Effective 3/01/22	Plan Year 2023-24 Effective 3/01/23	Plan Year 2024-25* Effective 3/01/24	Plan Year 2025-26* Effective 3/01/25
Employee	\$45	\$45	<i>See Below</i>	<i>See Below</i>
Employee +1	\$101	\$101	<i>See Below</i>	<i>See Below</i>
Family	\$124	\$124	<i>See Below</i>	<i>See Below</i>

** Three months prior to the completion of Plan Year 2023-2024, the parties will meet to bargain participation fees for Plan Year 2024-2025 and will meet during the same period to bargain prior to the 2025-2026 plan year.*

(f) Employees who elect the HDHP and are not enrolled as of March 1, 2020 will be charged the following rates, depending on their coverage requirements:

Plan Year
 2020-21
 Effective from:
Date of Hire through 2/28/2021

Employee	\$39
Employee +1	\$88
Family	\$108

(g) It is also agreed that the following requirements and/or restrictions on medical coverage will be imposed by the Authority:

- 1) Health insurance shall be secondary to applicable auto insurance.
- 2) Any full-time employee who became eligible for coverage prior to December 1, 1992, and whose spouse has opted out of or chosen not to participate in their employer's benefit program, will be required to enroll in their employer's medical, dental, and vision program at their next opportunity to maintain eligibility for coverage in the Authority's benefit program. Such a spouse will not be required to enroll in their employer's medical, dental, and vision program if the spouse would be required to contribute towards the cost of premiums for coverage until the 2022 open enrollment and plan year, which starts March 1, 2022. Spouses who have opted out of another employer's medical, dental, and vision plan in exchange for a cash or benefit incentive or contribution to that employer's retirement or deferred compensation program, will be required to enroll in their employer's benefit program, at their next opportunity. All spouses grandfathered under this provision shall maintain their status throughout the 2021 plan year (i.e. until Feb. 28, 2022), however, shall be required to enroll in their employer's medical, dental and vision program made available to the spouse and dependents, excluding employee, through the spouse's employer's benefit plan, even if the spouse must pay a premium or other costs starting March 1, 2022, with the 2022 plan year and open enrollment for that period.
- 3) Any full-time employee who became eligible for coverage after December 1, 1992 and all employees starting March 1, 2022, will be required to have their spouse enroll in any other group medical, dental, and vision insurance programs made available to the spouse through the spouse's employer's benefit plan, even if the spouse must pay a premium or other costs.
- 4) Co-pay amounts for prescription items will be as follows for generic drugs, for brand formulary drugs, and for non-formulary drugs:

	Effective
	<u>3/01/20 – 2/29/24*</u>
Generic	\$15*
Brand Formulary	\$30*
Non-Formulary	\$50*

* For plan years beginning after February 29, 2024, the parties shall meet and bargain benefits three months prior to that plan year.

Generic drugs, if available, must be purchased in lieu of brand name drugs. Prescription for non-maintenance drugs will be limited up to a 30-day supply. The current maintenance drug program allowing for a 90-day supply will be continued with

a co-pay for each ninety (90) day supply to be paid at \$30 for generic drugs and \$60 for brand formulary drugs.

Office visit co-pay will be as follows:

	Effective <u>3/01/20 – 2/29/24*</u>
Physician/ <i>Specialist</i>	
PPO In-Network	\$20/30*
PPO Out-of-Network	\$40/60*

* For plan years beginning after February 29, 2024, the parties shall meet and bargain benefits three months prior to that plan year.

Outpatient emergency room visit co-pay will be \$100 03/01/2020 through 02/29/2024. Urgent Care co-pay will be \$45 in-network and \$80 out-of-network through 02/29/2024. For plan years beginning after February 29, 2024, the parties shall meet and *bargain* benefits three months prior to that plan year.

4) Only one medical, dental, and vision coverage contract will be provided for employees who are married to one another.

5) If this plan is primary and a covered person has group coverage elsewhere (i.e. through their spouse's health plan, retiree coverage, etc.), then this plan will pay all benefits first at 50%, not subject to the deductible. All benefits are coordinated with the other plan so that both plans, together, will pay no more than 100% of the reasonable and customary charges of a provider as determined by the CATA employee benefit program.

6) There will be no conversion privilege for persons who have utilized all medical coverage benefits due to them under COBRA.

7) The annual in-network deductible is as follows:

In-Network	Effective <u>3/1/20 – 2/29/24*</u>
Individual	\$200*
Employee +1	\$400*
Family	\$600*

* For plan years beginning after February 29, 2024, the parties shall meet and *bargain* benefits three months prior to that plan year.

8) The annual out-of-network deductible is as follows:

Out-of-Network	Effective <u>3/01/20 – 2/29/24*</u>
Individual	\$400*
Employee +1	\$800*
Family	\$1,200*

* For plan years beginning after February 29, 2024, the parties shall meet and bargain benefits three months prior to that plan year.

9) Employees may opt out of coverage for themselves and their dependents. An employee who has opted out and continues to be out of the plan at the end of the health plan year will be paid a \$500 opt out bonus within thirty days of the end of the plan year. If the employee opts out mid-year the bonus will be pro-rated for each full month that the employee is out of the plan. Employees who have opted out may return to the plan if they have lost health coverage elsewhere due to divorce, or a spouse's death or loss of employment, provided that the employee makes a written request with appropriate documentation within thirty days of such loss of coverage. No bonus will be paid to an employee re-entering the plan. The above opt-out provision is intended to reduce the costs of providing medical benefits. Pending legislation may affect this. If a cost, fine or tax is assessed on CATA related to the opt-out provision, then CATA may discontinue providing opt-out and offer coverage to those who have opted out with the bonus being prorated for each full month that the employee was out of the plan.

2.) For eligible employees who pay the dental and vision weekly participation fee, these benefits will be provided: Class one, two and three dental care protection benefits at 100%, all with a total maximum cap of \$1,000. Maximum \$1,200 Ortho benefit, to be provided by the Authority's third party administrator, benefit to be 50/50, coverage for dependents or employees 19 years of age or under and with a lifetime benefit maximum of \$1,200.

3.) The amount of Short-Term Disability (STD) benefits will be 60% of the employee's wages based on a forty (40) hour work week. The amount will be based upon the individual's regular rate of pay, as stated in Article IX, Section 1, per week up to a period of twenty-six (26) weeks. An additional twenty-six (26) weeks of leave will be available if needed; however, the STD benefit will not be paid by the Authority. Following the fifty-two (52) weeks, the employee will be removed from the seniority list and may be eligible for long-term disability.

Such benefits will be administered in accordance with the policies and procedures of the provider chosen by the Authority.

4.) Life insurance for employees will be two (2) times the employee's annual salary up to a maximum of \$150,000 with Accidental Death and Dismemberment benefits of an additional two (2) times the employee's annual salary up to a maximum of \$150,000. Such benefits will be administered in accordance with the policies and procedures of the provider chosen by the Authority.

5.) The amount of life insurance for an employee's spouse will be \$30,000 and each dependent child shall be \$15,000. Such benefits will be administered in accordance with the policies and procedures of the provider chosen by the Authority.

6.) Optical – Beginning March 1, 2020, Optical coverage for employees and covered dependents will be provided as follows:

- The plan will provide for one eye exam every year at 100% to a total maximum of \$100.
- The purchase of contact lenses, eye glass lenses, and frames will be covered at 100% to a total maximum cap of \$500 every two years.

7.) Long Term Disability - The Authority will provide full-time employees with a long-term disability benefit in the amount of 60% of an employee's base wage, up to a maximum of \$1,000 per month. Such benefits will be administered in accordance with the policies and procedures of the provider chosen by the Authority.

8.) The parties agree that this agreement may be reopened for the purposes of negotiating alternative insurance coverage (including plans or plan design) and premium contributions if utilization results in rate increases that impact the affordability of the current plans under the Affordable Care Act or compliance with Michigan PA 152 of 2011.

B. Funeral Leave

1) Paid Leave

Up to five (5) days of paid funeral leave will be paid when a death occurs in an employee's immediate family (spouse, natural parents, employee's natural children, natural brother and sister). Up to three (3) days paid funeral leave will be paid when there is a death of the employee's natural grandparents, employee's stepchildren, employee's step-parents, spouse's natural parents and natural grandchildren. Payment will be made only if the employee does not work on the above days. If needed, additional unpaid leave days may be granted by Management.

2) Unpaid Leave

Management may grant, for cause, unpaid funeral leave for family members not covered under B1 above.

C. Pension

The pension plan heretofore established shall be continued. The benefit will be an amount per month for each year of accredited service with the Authority as stated in the Trust Agreement. The amounts are to be paid to the Trustee for the administration of the plan heretofore established. Effective December 1, 2021, the weekly payment made by both the Authority and the employee shall be \$90.00.

D. Vacations

NOTE: In the first year as a full-time employee, vacation will be prorated for the balance of the year based on anniversary date.

The following vacation schedule shall be applicable for employees with seniority as of December 1, 1983:

- One year employment1 week
- Three years employment.....2 weeks
- Six years employment.....3 weeks
- Ten years employment.....4 weeks
- Fifteen years employment.....5 weeks
- Twenty years employment.....6 weeks

For all employees hired after December 1, 1983, the following vacation schedule is applicable:

- Following probationary period....24 hours
- One year employment 1 week
- Three years employment.....2 weeks
- Seven years employment.....3 weeks
- Fifteen years employment.....4 weeks
- Twenty years employment.....5 weeks
- Twenty-five years employment ...6 weeks

1. Eligibility

Eligibility for vacations will be determined on the basis of the anniversary date of the employee's employment by the Authority. The Authority agrees that an employee who passes his anniversary date while on sick leave or leave of absence shall be entitled to his vacation pay as earned. If the employee leaves his employment, vacation pay shall be pro-rated.

2. Pay

Vacation will be paid at eight (8) hours for each day used at the employee's current hourly rate. The employee is entitled to his vacation pay on the payday immediately following his vacation. Any unused vacation time will be paid prior to calendar year end.

3. Bidding

Vacations will be bid by seniority and scheduled by the Authority so as not to interfere with the orderly operation of business.

Vacation may be rescheduled after the bid process based on availability.

E. Holidays

The Authority agrees to paid holidays as follows:

1. National Holidays:

- New Year's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

2. Four (4) Floating Holidays.

3. Eligibility.

(a) National Holidays

All employees shall be given eight (8) hours pay at straight time for listed holidays, provided the employee has worked either their regularly assigned shift on the scheduled work day preceding the holiday, or, at least one work day of eight or more hours after their last scheduled work day but prior to the holiday, and has worked their regularly assigned shift or at least one work day of eight or more hours following the holiday, but prior to their first regularly assigned shift - except in the case of approved vacation, paid jury duty, paid military leave, floating holidays, or paid funeral leaves. If an employee arranges to be absent or is otherwise absent for any portion of his regularly scheduled work shift on the scheduled work day preceding or following the holiday and subsequently works eight (8) or more hours on that day, that employee will not be penalized for the holiday pay eligibility. An employee who works on the listed holiday shall be compensated for time worked at one-and-one-half times their straight time rate of pay.

(b) Floating Holidays

In order to receive pay for the floating holidays, an employee must schedule the days by November 1 and use them by December 1 of each contract year. Eight (8) hours pay shall be given at straight time for each holiday taken. Seniority shall have preference in scheduling. These days will be scheduled in such a way so as to not interfere with orderly operation of business.

(c) For employees assigned to a four day work week under Article IV, Section 2:

- (1) a floating holiday will be paid at 10 hours straight time;
- (2) a national holiday occurring on a regularly scheduled work day will be paid at 10 hours straight time; and
- (3) a national holiday not occurring on a regularly scheduled workday will be paid at 8 hours straight time.

(d) In the first year as a full-time employee, floating holidays will be prorated for the balance of the year based on the contract year.

F. Bonus Pay

Each employee shall accumulate bonus pay for each calendar month worked. Bonus pay will be earned on a graduated basis, using the schedule as stated below:

If an employee has missed no regularly scheduled work shift during any given month, the employee will earn a bonus of \$125 for that month.

If an employee has missed only one regularly scheduled work shift during any given month, the employee will earn a bonus of \$75 for that month.

If an employee has missed two or more regularly scheduled work shifts during any given month, the employee will earn no bonus for that month.

In addition to the above schedule, any employee who demonstrates perfect attendance for the contract year will earn an additional bonus of \$500.

The accumulated pay shall be paid on the payday following the first full week in December of each contract year for all active employees on the seniority roster at that time. Retirees would receive pro-rated bonus pay at the time of retirement. Newly hired employees shall not begin accumulating bonus pay until after their ninety (90) days probationary period.

Where an individual is removed from the schedule with advance notice and approval prior to board activation, they shall not be disqualified from attendance bonus pay (i.e. vacation, floating holidays, funeral leave, Leave of Absence, jury duty and union business per Article I, Section 8(A)). Where an individual picks up a shift and later is absent for that shift, it shall count as an absence under this Section.

Section 2 - MAINTENANCE

A. Tool Allowance

An annual tool allowance will be paid to Master Mechanic, Mechanic First Class, Mechanic Second Class, and Mechanic Helper classifications, providing receipts for tools are presented to the Authority on the following schedule:

Effective the first pay period in November, the tool allowance will be \$725 for each year of this Agreement.

Section 3 - RETIREES

Employees hired before December 1, 2004, must work as a full-time employee for at least a one (1) year period prior to retirement in order to be eligible for retiree benefits. Employees hired on or after December 1, 2004, must work as a full-time employee for at least a five (5) year period prior to retirement in order to be eligible for retiree benefits. Employees last hired after December 1, 2009, must work as a full-time employee for at least a ten (10) year period prior to retirement in order to be eligible for retiree benefits.

Life insurance for retirees who retired on or after December 1, 1986, will be in the amount of \$15,000.

Health insurance per Section 1-A-1 of this Article will be provided for eligible retirees who retire from CATA employment at normal retirement age or older until the retiree is age 65, with payment of the required weekly participation fee. Employees last hired after July 23, 2015, must work as a full-time employee fifteen (15) years prior to retirement in order to be eligible for retiree medical benefits. Employees hired after December 1, 2019 are not eligible for retiree health insurance.

For the purposes of retirement benefits under Section 3, the retirement age for employees last hired prior to December 1, 2009 is 59. The retirement age for an employee last hired on or after December 1, 2009 is age 60. It is understood that the Trustees of the Pension Plan have the

authority and fiduciary responsibility to amend the Pension Plan to change the normal retirement age up to age 62. This provision shall not be construed to modify the authority or fiduciary responsibility of the Trustees with regard to administration and amendment of the Plan.

The required participation fee for covered retirees and retirees' surviving spouses age 65 or older shall be the same for retirees and retirees' surviving spouses under age 65.

If an individual retires under the early retirement provision of the retirement program for bargaining unit employees, neither the retiree nor the retiree's spouse will receive the medical benefit provided at normal retirement age until the retired employee reaches the normal retirement age. However, those employees with less than ten (10) years full-time employment will not be eligible for said benefit at normal retirement age.

Medical coverage administered by the Authority's third party administrator, identical to Medicare supplemental benefit underwritten by Blue Cross/Blue Shield of Michigan will be paid for retirees at age 65 and their spouse (if age 65) - with Medicare Part A and B.

Health insurance to be paid for the retiree's spouse at retirement if the spouse is not eligible for other employer provided coverage. Insurance is to be provided to age 65 or for a maximum of twenty (20) years, whichever comes first. In the event of the death of the retiree, the surviving spouse will continue to be covered in the same manner as prior to death of the retiree.

Retiree Prescription – The employer agrees to continue its current prescription benefits for retirees over age 65, if the retiree (or the retiree's spouse) pays the required participation fees. Employees hired as of December 1, 2019 or later are not eligible for retiree healthcare prescription coverage under the CATA plan.

Section 4 - PART-TIME EMPLOYEES

A. Short-Term Disability

The amount of Short-Term Disability (STD) benefits will be 60% of the employee's wages based on a thirty (30) hour work week. The amount will be the employees' regular rate of pay, as stated in Article IX, Section 1, per week, up to a period of twenty-six (26) weeks. An additional twenty-six (26) weeks of leave will be available if needed; however, the STD benefit will not be paid by the Authority. Following the fifty-two (52) weeks, the employee will be removed from the seniority list.

B. Life Insurance

Life insurance for employees will be two (2) times the employee's annual salary to a maximum of \$150,000, with Accidental Death and Dismemberment benefits of an additional two (2) times the employee's annual salary up to a maximum of \$150,000.

C. Pension

If an employee works over 1000 hours in any calendar year, the employee may elect to contribute to the hourly pension plan for all weeks in that calendar year. The Authority will contribute an equal amount. Effective December 1, 2021, the weekly payment made by both the Authority and the employee shall be \$90.00.

D. Vacation

Employees will receive one (1) week vacation after one year of employment. After three (3) years of employment they will receive two (2) weeks of vacation. After seven (7) years of employment they will receive three (3) weeks of vacation.

E. Holidays

1. All employees shall be paid five (5) hours at straight time wages per holiday for the following seven (7) national holidays, provided they have worked their regularly assigned shift on the scheduled work day preceding and following the national holiday except in the case of approved vacation, paid military leave, or paid jury duty.

New Year's Day

Easter

Memorial Day

Independence Day

Labor Day

Thanksgiving

Christmas

2. Floating holiday - all part-time employees shall be paid five (5) hours at straight time wages for one (1) floating holiday per contract year. In order to receive pay for the floating holiday an employee must schedule the day by November 1 and used by December 1 of each contract year. Five (5) hours pay shall be given at straight time for the holiday. Seniority shall have preference in scheduling. This day will be scheduled in such a way so as not to interfere with orderly operation of business.

F. Bonus Pay

Each employee shall accumulate bonus pay for each calendar month worked. Bonus pay will be earned on a graduated basis, using the schedule as stated below:

If an employee has missed no regularly scheduled work shift during any given month, the employee will earn a bonus of \$75 for that month.

If an employee has missed only one regularly scheduled work shift during any given month, the employee will earn a bonus of \$50 for that month.

If any employee has missed two or more regularly scheduled work shifts during any given month, the employee will earn no bonus for that month.

In addition to the above schedule, any employee who demonstrates perfect attendance for the contract year will earn an additional bonus of \$300.00.

The accumulated pay shall be paid on the payday following the first full week in December of each contract year for all active employees on the seniority roster at that time. Newly hired employees shall not begin accumulating bonus pay until after their ninety (90) days probationary period.

Where an individual is removed from the schedule with advance notice and approval prior to board activation, they shall not be disqualified from attendance bonus pay (i.e. vacation, floating holidays, funeral leave, Leave of Absence, jury duty and union business per Article I, Section 8(A)). Where an individual picks up a shift and later is absent for that shift, it shall count as an absence under this Section.

G. Funeral Leave

1) Paid Leave

Up to five (5) days of paid funeral leave will be paid when a death occurs in an employee's immediate family (spouse, natural parents, employee's natural children, natural brother and sister). Up to three (3) days paid funeral leave will be paid when there is a death of the employee's natural grandparents, employee's step-children, employee's step-parents, spouse's natural parents and natural grandchildren. Payment will be made only if the employee does not work on the above days. The amount paid to the employee shall be equal to the amount

of pay which the employee would have received if they had worked their current regular bid run on those days. If needed, additional unpaid leave days may be granted by Management.

2) Unpaid Leave

Management may grant, for cause, unpaid funeral leave for family members not covered under G1 above.

Section 5 - ALL EMPLOYEES

SECTION 5(A) WILL REMAIN INACTIVE FOR THE DURATION OF THIS CONTRACT

A. Cost of Living Adjustments

A cost of living allowance shall be provided to employees as set forth below:

1. The cost of living allowance will be determined in accordance with changes in the official National Consumer Price Index for Urban Wage Earners and Clerical Workers (including single workers) published by the Bureau of Labor Statistics, US Department of Labor, 1967=100 and hereinafter referred to as the BLS National Consumer Price Index.

2. In the third year of this agreement only, quarterly adjustments shall be made in the cost of living allowance based on the formula as follows:

Commencing with the December 1991 Index, the cost of living allowance shall be adjusted plus or minus one cent (\$.01) for each .35 difference between the Index for September 1991 (300.8) and December 1991.

Such adjustment will be included in the pay following release of the December 1991 Index (provided such release is at least three days prior to such payday) and for each three (3) month period thereafter, during the time of this Agreement.

Such adjustment will be included in the pay no later than the first pay of the month following release of the Consumer Price Index.

No adjustment shall be made with respect to the first ten cents (\$.10) change in the Index and, after such change in the Index, the cost of living allowance shall in no event increase by more than \$.50.

If, after the fourth quarter CPI is released, the cost of living allowance for the contract year has not equaled 30 cents, an additional adjustment will be made in order to guarantee a minimum annual allowance of 30 cents.

For clarification, the fourth quarter adjustment is made at or near the end of October, following the release of the September CPI.

3. The amount of any cost of living allowance in effect at the time shall be included in computing overtime premium, vacation payments and holiday payments.

4. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS National Consumer Price Index for any base month. No retroactive adjustments unless figures arrive late.

5. The parties to this Agreement agree that the continuance of the cost of living allowance is dependent upon the availability of the monthly BLS National Consumer Price Index in its present form and calculated on the same basis as the Index for September 1967, unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the BLS National Consumer Price Index, the parties agree to request the Bureau to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the Index for September 1967.

One dollar and three cents (\$1.03) will be folded-in to the base rate of all classifications effective November 30, 1989.

B. Uniforms

1) Maintenance Department

(a) The Authority agrees to provide twelve (12) uniform changes every two (2) weeks.

(b) All employees shall receive one (1) pair of work boots and either one (1) pair of insulated coveralls or a Carhart-type insulated hooded jacket and pants selected and purchased by the Authority. The need for replacements will be determined by the Maintenance Director, or his designee. The coveralls and/or the hooded jacket remain company property.

2) Operations Department

The Authority agrees to provide uniforms, uniform shoes or uniform boots to be selected and purchased by the Authority. Initial issue - one lightweight coat or sweater, one winter coat, ten shirts (long or short sleeve), three pairs of pants and one spring jacket. Two ties and one hat (hat optional) shall be issued if part of the uniform.

The driver will be responsible for his uniform maintenance. The Authority will pay 100% for replacements. The need for replacements will be determined by the Operations Director, or his designee.

C. Free Transportation

Free transportation on Capital Area Transportation Authority vehicles shall be provided to the employee, spouse and dependent children. All pass holders shall display the pass to the driver upon boarding. Any abuse or transferring of this pass by a person to whom it is issued shall result in the termination of this privilege to the party concerned.

These same privileges shall be provided all retirees and spouses.

D. Credit Union

The Authority will participate in direct deposit to any financial institution that is authorized to accept payment via the Automated Clearing House (ACH) network when properly authorized by the employee.

E. Discontinuance of Benefits

Insurance benefits will be terminated at fifty-two (52) weeks for those employees on sick leave. Health insurance may be paid by the employee at group rates, if desired, for an additional eighteen (18) months.

If the employee quits or is discharged, all benefits will be terminated immediately.

Health insurance may be paid by the employee at group rates, if desired, in accordance with existing laws.

F. Employee Assistance Program

The Authority will provide an Employee Assistance Program (EAP) for the benefit of its employees to provide personal, confidential counseling services.

ARTICLE IX - WAGES

Section 1 - WAGE PROGRESSION

Effective November 7, 2022, the following rates of pay shall be in effect for all employees except Master Mechanic and Mechanic First Class, hired after December 1, 1995:

91 st day - sixth month.....	80% of top rate
7-12 months.....	85% of top rate
13-18 months.....	90% of top rate
19-24 months.....	95% of top rate
After 24 months.....	100% of top rate

Employees eligible for a step increase within thirty (30) days after the expiration of this Agreement will be paid the new rate during the pay period immediately prior to the expiration date. All other wages shall be frozen at the level and rate in place as of the last pay period prior to the expiration of this Agreement. There will be no other retroactive wages or benefits.

Section 2 - RATES OF PAY

The following rates shall be paid as the top rate in each classification during this Agreement:

	Effective Dates			
	11/7/22	7/1/23	7/1/24	7/1/25
Bus Operator	30.40	31.16	32.09	33.05
Mechanic First Class	34.00	35.00	36.00	37.38
Mechanic Second Class	32.00	33.00	34.00	35.16
Mechanic Helper	30.67	31.85	33.29	34.33
Utility	28.00	28.00	28.00	28.00

In addition, CATA shall pay all full time employees a bonus totaling \$5000 (\$2500 for part time employees). This bonus shall be paid in bi-annual installments over an eighteen month period in amounts equal to \$1250 for full time employees (\$625 for part time employees) with the first payment occurring during the first full pay period following both parties' ratification of this Agreement, \$1250 for full time employees (\$625 for part time employees) shall be paid six months thereafter, \$1250 for full time employees (\$625 for part time employees) shall be paid one year thereafter, and \$1250 for full time employees (\$625 for part time employees) shall be paid one year and six months thereafter. However, in order to be eligible to receive each payment, employees must be *actively (i.e. not on a leave of absence)* employed on the date of the payment involved. Where an individual is on leave or otherwise absent during any of the six month periods preceding payments, their bonus shall be reduced by that portion of the preceding six month period they were on leave or otherwise absent. Initial bonus payments shall also be payed pro-rata for individuals hired six months or less before the parties' Agreement. For example, if someone were out for three months of the sixth month period preceding a bonus payment, their bonus would be reduced by 50%.

The aforementioned bonus installment payments shall be reduced by the amount of any sign-on bonus received by an individual during the installment bonus payment period involved. Individuals hired after the effective date of this Agreement are not eligible for these bonus payments.

ARTICLE X - INTENT AND WAIVER

Section 1 - SUPPLEMENTAL AGREEMENTS

Any agreements that are supplemental to *or modify* this Agreement must be signed by the Union and signed by the CEO or designee.

Section 2 - NON-PRECEDENT

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

Section 3 - SEVERABILITY

If any section, sub-section, sentence or phrase of this Agreement is found to be illegal or unenforceable, then the remainder of this Agreement will remain in full force and effect while the parties negotiate revision(s) to address the invalidated provision(s).

Section 4 - SUCCESSORS

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

Section 5 - ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties with respect to the terms and conditions of employment for the bargaining unit and supersedes and cancels all prior practices, memoranda, understandings and agreements, whether written or oral, unless expressly stated to the contrary and included in writing herein. Accordingly, no past practices shall be binding on the Employer during the duration of this Agreement, unless reduced to writing and signed by the parties. However, in doing so, the parties specifically acknowledge the protective arrangements required for compliance with 49 USC 5333(b) (i.e. Section 13(c) of the Mass Transit Act) shall continue undisturbed.


The parties also acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements reached by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, CATA and the Union, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this agreement.


ARTICLE XI - DURATION OF CONTRACT

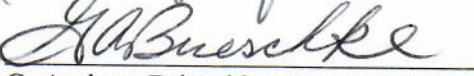
This agreement shall be binding on the respective parties until 11:59 p.m. on November 30, 2025. The parties agree to initiate negotiations over proposed changes to this agreement no later than six (6) months prior to the expiration date of this agreement.

IN WITNESS WHEREOF, the Authority and the Union have caused this Agreement to be duly executed by their proper authorized officers this 16th day of November, 2022.


CAPITAL AREA TRANSPORTATION AUTHORITY

By: 
Nathan Triplett, Board Chair

By: 
Bradley T. Funkhouser, AICP, CEO

By: 
G. Andrew Brieschke, Deputy CEO,
Lead Negotiator

AMALGAMATED TRANSIT UNION, LOCAL 1039

By: 
Steven Soliz, President

By: 
Steven Clem, Vice President

Other Members of the Negotiating Teams:

Todd R. Brooks
Marshea Brown, MBA, SHRM-CP
James C. Frendt, CPA
Dan Hodges

Donald Bean, Jr.
James M. Beech
Caitlin Gardner
Brian Gould
Greg Mayes
Andrew Olson
Randy Steinhauer

