Final Signature Copy

AGREEMENT

between

THE COUNTY OF OTSEGO AND ITS OTSEGO COUNTY
BUS SYSTEM

And

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214

Effective January 1, 2020 through December 31, 2022

INDEX

	PREAMBLE	1
ARTICLE I	RECOGNITION	2
Section 1	Collective Bargaining Unit	2
Section 2	Employee Definitions	2-3
Section 3	Non-interference or Discrimination	3
ARTICLE II	MANAGEMENT RIGHTS	3
Section 1		3-4
Section 2		4
ARTICLE III	UNION AND EMPLOYEE RIGHTS	4
Section 1	Exclusive Bargaining Representative	4-5
Section 2	Bargaining Committee	5
ARTICLE IV	UNION SECURITY AND DUES DEDUCTION	5
Section 1	Union Membership	5-6
Section 2	Dues Deduction and Check-off	6
Section 3	Indemnification	6
ARTICLE V	SENIORITY AND PROBATION	7
Section 1	Probationary Period	7
Section 2	Representation of Probationary Employees	7
Section 3	Seniority Definition	7-8
Section 4	Loss of Seniority	8-9
ARTICLE VI	STEWARDS AND ALTERNATE STEWARDS	9
Section 1	Election of Stewards	9
Section 2	Steward's Authority	9-10
Section 3	Notice to Employer of Representatives	10
ARTICLE VII	GRIEVANCE PROCEDURE	10
Section 1	Grievance Definition	10
	STEP 1 – Oral Step	10
	STEP 2 – Written Step	11
	STEP 3 – Appeal to County Administrator	11
	STEP 4 – Arbitration	11-12
Section 2	Grievance Settlements	12
Section 3	Claims for Back Wages	12-13
Section 4	Limitation to Paying Back Wages	13
Section 5	Multiple Grievances	13
Section 6	Strikes and Lockouts	13

INDEX

ARTICLE VIII	DISCIPLINE AND DISCHARGE	13
Section 1	Just Cause	13-14
Section 2	Discharge or Suspension	14
Section 3	Expedited Grievance	14
Section 4	Disciplinary Record	15
ARTICLE IX	LAYOFF AND RECALL	15
Section 1	Layoff	15
Section 2	Bumping	15-16
Section 3	Notice of Layoff	16
Section 4	Super Seniority	16
ARTICLE X	JOB OPENINGS	17
Section 1	Posting of Vacancies	17
Section 2	Qualifications for Promotions	18
Section 3	Wage Increase from Promotion	18
ARTICLE XI	LEAVES OF ABSENCE	18
Section 1	Unpaid Leave	18
Section 2	Military Leave	19
Section 3	Written Request for Leave	19
Section 4	Employment While on Leave	19
Section 5	Jury Duty Leave	19
Section 6	Paid Negotiations Leave	19
Section 7	Maternity Leave	20
Section 8	Court Leave	20
Section 9	Union Leave	20
Section 10	Funeral Leave	20-21
Section 11	Family Medical Leave Act	21
	Eligibility	21
	Reasons for Taking FMLA Leave	21-22
	Advance Notice and Medical Certification	22
	Benefits	23
	Attendance Rules	23
	Notice of Employer Expectations and Obligations of Employee	24-25
	Human Resources Department	25

INDEX

ARTICLE XII	GENERAL	26
Section 1	Safety Committee	26
Section 2	Personnel File	26
Section 3	Union Access to Premises	26
Section 4	Out-of-Classification Pay	26
Section 5	Employer Furnished Equipment	27
Section 6	Bond	27
Section 7	New Classification	27
Section 8	Business Use of Personal Vehicle	27
Section 9	On-the-Job Injuries	27
Section 10	Vehicle Safety	27
Section 11	Accident Reports	28
Section 12	Bulletin Boards	28
Section 13	Physical Examination	28
Section 14	Medical Verification Following Extended Illness	29
Section 15	Unsafe Conditions	29
Section 16	Unsafe Equipment	29
Section 17	First Aid Supplies	29
Section 18	Severe Weather	29-30
Section 19	Employer Sponsored Education	30-31
ARTICLE XIII	SPECIAL CONFERENCES	31
Section 1	Subjects of Special Conferences	31
Section 2	Representation at Special Conferences	31
Section 3	Scheduling of Special Conferences	31
ARTICLE XIV	WORKERS' COMPENSATION	31
ARTICLE XV	HOURS OF WORK	32
Section 1	Work Schedule	32
Section 2	Breaks	32
Section 3	Overtime Payment	32-33
Section 4	Call-in Pay	33
Section 5	Rotation of Overtime Assignment	33-34
Section 6	Authorizing Overtime	34
Section 7	Pyramiding of Overtime	34
Section 8	Designated Work Area	34
Section 9	Changing of Schedules	34
Section 10	Six or Seven Day Work Schedule	34

INDEX

ARTICLE XVI	HOLIDAYS	35
Section 1	Holiday Definition	35
Section 2	Holiday Celebration	35
Section 3	Holiday Pay	36
Section 4	Holiday Pay for Part-time Employees	36
Section 5	Loss of Holiday Pay	36
Section 6	Holidays During Vacation	36
ARTICLE XVII	VACATIONS	36
Section 1	Vacation Leave Schedule	36-37
Section 2	Vacation Carry-over	37
Section 3	Payment for Unused Vacation	37
Section 4	Vacation Pay Rate	37
Section 5	Vacation Schedule Changes	37
Section 6	Vacation Leave for Part-time Employees	38
Section 7	Vacation Leave for Temporary Employees	38
Section 8	Use of Vacation	38
Section 9	Computing Vacation Leave	38
Section 10	Vacation Leave Requests	38-39
ARTICLE XVIII	PAID LEAVE	39
Section 1	Paid Leave Accumulation	39
Section 2	Notice for Use of Paid Leave	39
Section 3	Vacation Paid Leave	40
Section 4	Use of Paid Leave	40
Section 5	Payout of Unused Paid Leave	40
Section 6	Paid Leave for Part-time Employees	40
Section 7	Annual Payment for Unused Paid Leave	40
ARTICLE XIX	RETIREMENT	41
ARTICLE XX	INSURANCE	41
Section 1	Hospitalization Medical Coverage	41-42
Section 2	Hospitalization Benefits During Layoff	42
Section 3	Hospitalization Benefits Position Elimination	42
Section 4	Notice of Change in Status	43
Section 5	Discontinuation of Hospitalization Insurance	43
Section 6	Reinstatement of Hospitalization Insurance	43
Section 7	Sickness/Accident Insurance	43-44
Section 8	Medical Coverage Opt Out	44

INDEX

ARTICLE XXI	COMMERCIAL DRIVER'S LICENSES	44
Section 1	Maintenance of CDL	44-45
ARTICLE XXII	MAINTENANCE OF STANDARDS	45
ARTICLE XXIII	SAVINGS CLAUSE	45
ARTICLE XXIV	SCOPE OF AGREEMENT	46
Section 1	Waiver	46
Section 2	Whole Agreement	46
Section 3	Emergency Manager	46
ARTICLE XXV	WAGES AND JOB CLASSIFICATIONS	47
Section 1	Job Classifications	47
Section 2	Wages	47
	Wages Effective 1/1/20	47
	Wages Effective 2021 & 2022	48
Section 3	Wage Option	49
Section 4	Starting Wage	49
ARTICLE XXVI	TERMINATION	49

AGREEMENT

THIS AGREEMENT, entered into this 1st day of January, 2020, between the BOARD OF COMMISSIONERS FOR THE COUNTY OF OTSEGO, and its OTSEGO COUNTY BUS SYSTEM, hereinafter referred to as the "Employer" and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

This Agreement entered into by the Board of Commissioners for the County of Otsego and its Otsego County Bus System, hereinafter referred to as the "Employer" and Teamsters State, County and Municipal workers Local 214, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work, and other specified conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation.

The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I
RECOGNITION

Section 1, Collective Bargaining Unit.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for the following employees:

Full-time and regular part-time employees of the County Bus System, including Bus Drivers and Dispatchers, but EXCLUDING all Confidential employees, Supervisors and all other County employees as certified by the Michigan Employment Relations Commission in Case N. R84 C122.

Section 2, Employee Definitions.

A. As used in this Agreement, regular full-time employees shall be employees who work the normal scheduled workweek of forty (40) hours per week and shall be covered by all the terms of this Agreement.

B. Employees who are normally scheduled to work twenty-five (25) hours or more per week shall be defined as regular part-time employees and shall be covered by the terms of this Agreement. Vacation, sick leave and holidays shall be granted on a pro-rated basis in accordance with the number of hours they are regularly scheduled to work. Employees who volunteer or request to work more than twenty-five (25) hours or more per week shall not be deemed as being "normally scheduled" at Employer request, and benefits shall remain pro rated at the twenty-five (25) hour minimum.

C. Temporary employees shall be those employees who are hired for a specified period of time not to exceed ninety (90) consecutive days in any calendar year and shall not be subject to the terms of this Agreement.

D. Irregular part-time, hourly employees are those employees not having a regular scheduling of hours but work when required, and shall not be subject to the terms of this Agreement.

Section 3, Non-interference or Discrimination.

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his or her membership in the Union; nor will the Employer encourage or discourage membership in the Union or any other labor organization.

ARTICLE II
MANAGEMENT RIGHTS

Section 1.

The Employer retains and shall have the sole and exclusive right to manage its department and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to

adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish reasonable work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish and change work schedules; to provide and assign relief personnel; to continue and maintain its operations as in the past; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and, as such, they shall be subject to the Grievance Procedure established in this Agreement. In the event the Employer decides to subcontract, in whole or in part, work being performed by the Bargaining Unit, Employer shall provide sixty (60) days calendar notice in writing to the Union. The written notice shall include bid specifications and bids submitted. Upon written request from the Union, the Employer agrees to meet to discuss possible solutions to avoid the subcontracting. The decision on subcontracting by the County is final.

Section 2.

The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE III
UNION AND EMPLOYEE RIGHTS

Section 1. Exclusive Bargaining Representative.

The Union, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to them by Act No. 379 of the Michigan

Public Acts of 1964, as amended from time to time, and by other applicable Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan Statutes now or hereafter enacted, except as expressly limited by the terms of this Agreement.

Section 2, Bargaining Committee.

The employees shall be represented by a bargaining committee of two (2) members who shall be elected in any manner determined by the employees. All members of the bargaining committee shall be seniority employees of the County. The bargaining committee shall represent the employees in connection with contract negotiations.

ARTICLE IV
UNION SECURITY AND DUES DEDUCTION

Section 1, Union Membership

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards to such matters.

Membership in the Union is separate, apart and distinct from the assumption of their equal obligations to the extent that they receive equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union.

The County will not interfere with, discourage, restrain, nor coerce, County employees because of membership in the Union or any lawful activities herein. Nor shall the County encourage the membership in said Union. This Union hereby agrees that it will not discourage, restrain, nor coerce any County employees not belonging to the Union from doing their legally assigned work arising out of the course of their employment with the County.

Section 2, Dues Deduction and Check-off.

The County will deduct, upon signed authorization by the requesting employee all dues as stated for the Union, and forward the same to the Union each month. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each Union member employee hereby authorizes the Union and the County without recourse to rely upon and honor certificates by the Secretary-Treasurer of the local Union regarding amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees.

Section 3, Indemnification.

The Union agrees to indemnify and save the County harmless against any and all claims, suits or other forms of liability arising out of its deduction from any employee pay of union dues. The Union assumes full responsibility for the disposition so made once they have been remitted to the Union.

ARTICLE V
SENIORITY AND PROBATION

Section 1, Probationary Period.

Employees hired on a regular part-time or regular full-time basis shall be considered as probationary employees for the first six (6) months of his or her employment. Upon completion of this probationary period, the employee shall be entered on the seniority list as follows:

A. Employees hired as a regular full-time employee shall be entered from his or her last date of hire into the department.

B. Employees hired as a regular part-time employee shall begin accruing seniority from his or her last date of hire into the department on a pro-rated basis, adjusted annually.

C. Regular part-time employees whose status has changed to a regular full-time employee shall begin accruing seniority on a full-time basis from the date of his or her change in status, and his or her total seniority shall be inclusive of all seniority accrued as a regular part-time employee.

D. There shall be no seniority among probationary employees.

Section 2, Representation of Probationary Employees.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in Article I of this Agreement, except discharge or discipline for just cause and for other than Union activity.

Section 3, Seniority Definition.

Seniority shall be on a department basis in accordance with the employee's date of last entry into the department.

A. Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.

B. The seniority list of the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority according to classification.

C. The Employer will keep the seniority list up to date and posted at all times and will provide the Local Union Stewards with up-to-date copies at least every six (6) months.

Section 4, Loss of Seniority.

An employee shall lose his/her seniority and be terminated for the following reasons only:

A. He or she quits, retires, or receives a pension under the County Retirement System.

B. He or she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

C. He or she is absent for more than one (1) working day (voluntary quit), without notifying the Employer. (In proper cases, exceptions shall be made upon the employee producing convincing proof of his or her inability to give such notice.) After such absence, the Employer will send certified written notification to the employee at his/her last known address that because of his or her unexcused absence he/she has voluntarily quit and is no longer in the employ of the Employer.

D. When the workforce is increased after a layoff, employees will be recalled in conformity with Article IX. Notice of recall shall be sent to the employee at his or her last known address by registered or certified mail. It shall be the employee's responsibility to keep his

or her address current on Employer records. If an employee fails to report for work within seven (7) days from date of mailing of notice of recall he or she shall be considered a quit.

E. Return from sick leave and leaves of absence will be treated the same as (C) above.

F. If he or she is laid off for a period of two (2) years or length of seniority, whichever is less.

ARTICLE VI
STEWARDS AND ALTERNATE STEWARDS

Section 1. Election of Stewards.

Union employees shall elect a Steward who is a regular employee. Union employees may also elect an Alternate Steward who is a regular employee working to represent them in the absence of the Steward.

Section 2. Steward's Authority.

The Steward or the Alternate in the Steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer, upon having received permission from his/her supervisor to do so. The supervisor shall grant permission within a reasonable time after the first hour of the shift for the Steward to leave his or her work for those purposes subject to necessary emergency exceptions. The privilege of the Steward leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused.

The Steward and Alternate Steward may be required to record time spent. All such Stewards will perform his or her regular assigned work at all times,

except whenever necessary to leave his or her work to process grievances as provided herein.

Section 3, Notice to Employer of Representatives.

The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit, and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1, Grievance Definition.

It is mutually agreed that all grievances, disputes, or complaints arising over the interpretation or application of the contents of this Agreement shall be settled in accordance with the procedure herein provided.

All grievances must be taken to the next step of the grievance procedure by the Union Steward within five (5) work days, otherwise the Employer's answer to the last step taken will be considered to be the final disposition of that particular grievance.

STEP 1, Oral Step.

Any employee having such a complaint shall present it to the Employer with the following understanding: before initiating a grievance the employee must first discuss the matter orally with his/her immediate supervisor or his/her designee, with the Steward present upon request of the employee.

STEP 2, Written Step.

If not resolved in this manner, it shall be reduced to writing on the regular grievance form provided by the Local Union signed by the employee and presented to the employee's immediate supervisor within five (5) working days of the alleged grievance. Supervisor shall answer said grievance within five (5) working days of receipt of same.

STEP 3, Appeal to County Administrator.

If the grievance is not settled in Steps 1 and 2, the Union shall, within five (5) working days after the supervisor's answer, request an appeal to the County Administrator to review the matter. The County Administrator will render his/her decision within seven (7) working days thereafter.

The Employer and the Union may, by mutual agreement, extend the time limits of the Grievance Procedure.

STEP 4, Arbitration.

If the grievance is not settled in the last step above, the Union representative may submit such grievance to arbitration. This submission is to be made within thirty (30) days after receipt of the last step answer.

Within fifteen (15) days after receipt by the County of written notice from the Union of intent to arbitrate, the parties may mutually agree to non-binding mediation using the services of the Michigan Employment Relations Commission or Federal Mediation and Conciliation Service mediator(s). If agreement is reached to voluntarily mediate the issue, the arbitration shall be held in abeyance pending the completion of the

mediation process. Offers or proposals made by either party during the mediation process shall not be used in subsequent arbitration proceedings.

The Union and the Employer shall, by mutual agreement, select one (1) arbitrator who shall hear and decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of arbitrators submitted by the American Arbitration Association in accordance with its voluntary rules and regulations and such rules shall govern the arbitration hearing.

The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, or to make any recommendation with respect thereto. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them. The Employer will pay solely for the attendance of either the Steward or Alternate Steward at his or her straight time rate and only for regular working hours.

Section 2, Grievance Settlements.

Any grievance settlement reached between the Employer and the Union shall be reduced to writing and is binding on grievants affected and cannot be changed by any individual.

Section 3, Claims for Back Wages.

Claims for back wages shall be limited to the amount of wages the employee would otherwise have earned, less any unemployment or other compensation that he/she may have accrued from any source during the period of back pay.

A. No decision in any one (1) case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

Section 4, Limitation to Paying Back Wages.

The Employer shall not be required to pay back wages or any monetary amount for any period prior to one (1) week before the date the written grievance was actually filed.

Section 5, Multiple Grievances.

Multiple grievances may be presented at an arbitration hearing by mutual agreement of the parties.

Section 6, Strikes and Lockouts.

It is further agreed that in all cases of any unauthorized strike, slow-down, walkout, or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to his or her jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty-four (24) hours of such unauthorized work stoppage, will have the sole and complete right of discipline, including discharge.

ARTICLE VIII
DISCIPLINE AND DISCHARGE

Section 1, Just Cause.

The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Steward affected, except that no such warning

notice need be given to an employee before he/she is discharged if the cause of such discharge is dishonesty, drunkenness, or recklessness resulting in serious accident while on duty or where provided elsewhere in the contract or in reasonable work rules established by the Employer. The warning notice, as herein provided, shall not remain in effect for a period of more than eighteen (18) months from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union, and the Employer shall cite specific charges against the employee.

Section 2, Discharge or Suspension.

The discharged or suspended employee will, upon request, be allowed to discuss his/her discharge or suspension with his/her Steward or Alternate Steward, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the Steward.

Section 3, Expedited Grievance.

Should the discharged or suspended employee and the Steward consider the discharge or suspension to be improper, a grievance may be presented, in writing, through the Steward to the employee's immediate supervisor within three (3) regularly scheduled working days of the discharge or suspension. If the decision is not satisfactory to the Union, the grievance shall be processed through the regular Grievance Procedure, starting at Step 3 of the Grievance Procedure.

Section 4, Disciplinary Record.

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously, or impose discipline on an employee for errors or mistakes on his/her employment application, unless such errors or mistakes on his/her employment application give rise to a presumption of deliberate fraud upon the Employer by the employee.

ARTICLE IX
LAYOFF AND RECALL

Section 1, Layoff.

When a reduction in the work force occurs, the following procedure shall be followed: casual part-time, temporary, regular part-time, probationary full-time, and full-time employees will be laid off on a job classification seniority basis, provided the employee with seniority retained can perform the available work. Job classification seniority will be calculated from date to the employee's last entry into the classification.

Section 2, Bumping.

Employees laid off as described above may exercise their seniority and bump an employee in another job classification who occupies a lower rated job classification, provided they have greater seniority than the employee they are bumping. The employee can accept layoff in lieu of bumping. No employee shall be permitted to bump into a higher rated job classification, whether upon layoff or recall from layoff. In the event the laid off employee elects to bump, he/she shall be afforded up to thirty (30) calendar days to demonstrate ability to perform all

aspects of the job. In the event the Employer determines ability has not so been demonstrated within the period allotted, said employee shall then be laid off.

A. When the work force is to be increased after a layoff, employees will be recalled according to job classification seniority, in reverse order of layoff, provided the employees recalled are able to perform the available work and are still on layoff and have not returned to work in another classification.

B. Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address, as shown on the Employer's records.

C. Employees will be granted up to one (1) week to return to work upon request.

Section 3, Notice of Layoff.

Employees facing layoff will be notified, in writing, at least two (2) weeks prior to such layoff and will advise the employee of his/her option listed in Section 2 above, in writing, at least five (5) days prior to the day of layoff, by letter to the employee's last know address with a copy to the Steward and/or Alternate Steward. Employees who elect to be laid off cannot then exercise their seniority rights to bump other employees while on layoff status.

Section 4, Super Seniority.

Only the Steward shall have super seniority for the purpose of layoff and recall.

ARTICLE X
JOB OPENINGS

Section 1. Posting of Vacancies.

When the Employer determines that a vacancy exists in a contract classification:

A. The Employer will first post the vacancy for five (5) working days.

B. Bargaining unit applicants must have one (1) year seniority to bid.

C. In order to be considered for the posted vacancy, applicants must first meet the minimum qualifications of the posted position. Such qualifications shall be available to all applicants prior to and during the posting of vacancies.

D. Final selection shall be based on the applicant's ability to perform the job. Should all applicants be substantially equal in ability, the most senior applicant will be first offered the position.

E. The selected applicant shall be given a thirty (30) working day trial period to demonstrate his or her ability to perform the minimum qualifications of the new position. The Employer will provide the employee with written standards that they are to meet and will provide on the job instruction where required.

F. The trial period may be extended up to an additional thirty (30) days upon agreement of both the Employer and the Union.

G. Should the employee fail to satisfactorily perform the requirements of the new position, pursuant to the preceding Sections of this Article, they will return to his or her prior position and commensurate rate of pay.

H. Successful bidder(s) shall be restricted from bidding on another position for the next twelve (12) months.

Section 2, Qualifications for Promotions.

The Employer shall set qualifications necessary for vacant positions. Any tests given relative the vacant position shall be uniformly administered.

Section 3, Wage Increase from Promotion.

A successful bidder to a higher rated job classification will be compensated in the new position at the rate on the grid for the new position which results in a wage increase for the bidder, regardless of the seniority called for on the grid for that rate for that job. The successful bidder will then receive future increases in accordance with the grid set for the new job, and waiting periods for increases will be determined from the level the successful bidder enters the grid for the new position. An employee may bid for a lower rated position. In the event such occurs, the employee will receive the rate of pay set for the new position and at the grid step determined by the employee's seniority.

ARTICLE XI
LEAVES OF ABSENCE

Section 1, Unpaid Leave.

The Employer, at its option, may grant a temporary leave of absence to full-time and regular part-time bargaining unit employees with at least one (1) year of seniority for periods of up to thirty (30) calendar days. A written request explaining the reason for such leave must be submitted to the Employer, in writing, at least ten (10) days prior to the start of the leave. Such leave may be extended upon written approval by the Employer. Seniority shall not accrue during such leave. No benefits or wages will accrue to an employee during an unpaid leave of absence.

Section 2, Military Leave.

An employee on voluntary or involuntary military leave for service in the Armed Forces of the United States during national emergencies shall be reinstated upon completion of such service, in accordance with the requirement of the applicable laws of the United States. This Section shall also apply to those called into state service by the governor during state emergencies.

Section 3, Written Request for Leave.

All leaves shall be in writing signed by the Employer and the employee receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of his or her leave.

Section 4, Employment While on Leave.

Any employee who makes application for or obtains employment while on leave of absence shall be automatically terminated by the Employer effective the date the leave of absence started.

Section 5, Jury Duty Leave.

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay for a period not greater than thirty (30) days. The employee to be excused must provide to the Employer proof of when to report and must thereafter submit the jury duty pay voucher.

Section 6, Paid Negotiations Leave.

Employees covered by this Agreement who have been selected by the bargaining unit shall be compensated at their regular rate for time lost from work during their regular working hours while on official Union business in negotiation sessions with the Employer and without requirement to make up said time (not to exceed two [2] employees).

Section 7, Maternity Leave.

Maternity leave shall be treated as any other disability or sick leave.

Section 8, Court Leave.

Employees required either by the County of Otsego or any other court of law to appear before a court or such agency on any matters directly related to his or her work for Otsego County and in which they are personally involved, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and his or her wages for time necessarily spent in such. When the employee remits to the Employer any witness or jury fees paid them by the court or agency, he/she shall be fully compensated for the time spent on court business.

Section 9, Union Leave.

Leaves of absence with pay will be granted to any employee elected or selected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed one (1) employee at any one time, and the total number of days shall not exceed ten (10) during the calendar year.

Section 10, Funeral Leave.

Regular full-time employees shall be allowed forty (40) hours' paid time as funeral leave, not to be deducted from sick or personal leave, for the death of the employee's mother, father, current spouse, son, or daughter. Regular part-time employees shall be allowed the regularly scheduled hours paid that he or she would work in that week as funeral leave for the death of the employee's mother, father, current spouse, son, or daughter.

Regular full-time employees shall be allowed thirty-two (32) hours' paid time for the death of the employee's mother-in-law, father-in-law, brother-in-law,

sister-in-law, grandparents, brother, sister, grandchildren, or a member of the employee's household. Regular part-time employees who are scheduled to work twenty-five (25) or more hours per week shall be allowed twenty-four (24) hours of paid time as funeral leave for the death of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, brother, sister, grandchildren, or a member of the employee's household.

Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay. Employees will be paid for the actual scheduled days missed.

Section 11, Family Medical Leave Act.

This addition to the leave of absence policy is incorporated into the existing leave of absence policy pursuant to the implementing regulations for the Family and Medical Leave Act of 1993 (FMLA) (29 C.F.R. 825.301).

This policy is not meant to be all-inclusive and merely highlights the provisions of the FMLA, which are subject to detailed and specific implementing regulations. This policy is not meant to conflict with either the FMLA or its implementing regulations, the statute and the regulations control.

ELIGIBILITY

Employees are entitled up to twelve (12) weeks of unpaid job protected leave for certain family and medical reasons if they have worked for at least one (1) year and for twelve hundred and fifty (1,250) hours over the previous twelve (12) months.

REASONS FOR TAKING FMLA LEAVE

1. To care for the employee's child after birth or placement for adoption or state supervised foster care.

2. To care for the employee's spouse, son or daughter, or parent who has a serious health condition.
3. In the case of a serious health condition that makes the employee unable to perform the employee's job.

ADVANCE NOTICE AND MEDICAL CERTIFICATION

The employee is required to provide advance leave notice and medical certification should FMLA leave be desired by the employee. An FMLA leave may be denied if the notice and certification requirements are not met.

1. The employee must ordinarily provide thirty (30) days' advance notice when the leave is "foreseeable."
2. If thirty (30) days' notice is not practical, taking into account of all facts and circumstances in the individual case, then notice must be given within one (1) or two (2) business days of when the need for leave becomes known to the employee.
3. Leave requests must be in writing and must set forth the reasons, anticipated duration, and anticipated start of the leave with medical certification attached. The County may require an employee to obtain a second medical opinion, at the County's expense, from a health care provider mutually agreed upon by the Employer and employee.
4. Medical treatment must be scheduled so as to minimize the loss of work time. Appointments scheduled during work hours must have written verification from the provider of the health care service that such provider does not offer appointment hours which do not conflict with the employee's shift hours and does not offer Saturday hours.

BENEFITS

1. For the duration of FMLA leave, health insurance coverage will be maintained.
2. Employees will be returned to their original or equivalent position upon return from FMLA leave.
3. Employees paid time off such as sick days, personal days, and vacation time will be charged for FMLA leave pursuant to the statutory option granted to the Employer.
4. Accrued benefit time, no matter when earned, will be charged for FMLA leave time taken, except as noted in item #3 of "NOTICE OF EMPLOYER EXPECTATIONS AND OBLIGATIONS OF EMPLOYEE" Section.
5. The FMLA does not require that an employee actually ask for FMLA leave in order that the Employer be permitted to charge paid time off programs if the purpose for the leave program is a purpose contemplated by the law.
6. Because FMLA leave time is otherwise unpaid, benefit time on FMLA does not accrue, except as may be required under applicable collective bargaining agreements.
7. FMLA leave will be based on a calendar year.

ATTENDANCE RULES

Absences permitted by the FMLA will not be counted under the policy as absence incidents.

NOTICE OF EMPLOYER EXPECTATIONS
AND OBLIGATIONS OF EMPLOYEE

1. Paid and unpaid leave pursuant to the FMLA will be counted against the employee's FMLA entitlement.
2. An employee must furnish to the Employer medical certification of necessity for the leave within fifteen (15) days of any request for FMLA leave. If the medical certification is found to be incomplete, the employee will be provided a reasonable opportunity to cure such deficiency. In the case of foreseeable leave, failure to provide medical certification will cause the leave to be denied until the required certification is provided. When the need for FMLA is not foreseeable, certification must be provided at least fifteen (15) days after the employee gives notice of the need for the leave or as soon as practical under the facts and circumstances requiring the leave.
3. The Employer requires the exhaustion of all paid leave prior to taking unpaid leave, except for two (2) personal leave days which may be retained at the employee's option.
4. If the employee has an obligation to pay part of that employee's health care premiums as of the time of the FMLA leave, the employee must make provisions with the payroll department to continue such payments during the leave.
5. Upon return to work, the employee will be required to submit a fitness for duty certificate on the same basis as exists under current return from medical absences.
6. If an employee is designated as a "key employee," the employee will be so advised at the time an FMLA leave is requested. Upon

determination by the Employer that substantial and grievous economic injury to the operations of the Employer will occur, reinstatement of such key employee may be denied. Adverse effects on health care entitlement may also occur.

7. A non-key employee will be reinstated to the same or an equivalent job upon return from leave.
8. Should an employee on an FMLA leave decide not to return to work, the Employer is entitled to recover its share of health plan premiums paid by the Employer during such period of FMLA leave subject to certain exceptions.

HUMAN RESOURCES DEPARTMENT

1. Will provide an employee requesting FMLA leave with written notice detailing the specific expectations and obligations of the employee and explaining any consequences of a failure to meet these obligations.
2. Will provide an employee with a copy of the FMLA Fact Sheet.
3. Will provide an employee with requisite forms for medical certifications.
4. Will answer questions regarding the FMLA rights, duties, and obligations of the employee.

ARTICLE XII
GENERAL

Section 1, Safety Committee.

A Safety Committee shall be composed of one (1) Union and one (1) Employer representative who will meet, when necessary, for the purpose of discussing safety matters with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. There shall be input from a member of the Board of Commissioners, if necessary.

Section 2, Personnel File.

The parties agree that records of service will be kept in the employee's personnel file. The employees shall, upon request and reasonable notice, in the presence of the Employer, have access to his/her personnel file. Information placed in the file deemed not to be confidential in nature will be copied to the individual.

Section 3, Union Access to Premises.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

Section 4, Out-of-Classification Pay.

Employees shall be eligible for out-of-classification pay for work performed in a higher rate job classification. Employees assigned duties of a lower-paid classification shall not suffer a reduction in hourly rate or benefits.

Section 5, Employer Furnished Equipment.

The Employer shall furnish all equipment it deems necessary to all employees to perform their assigned jobs and maintain such equipment in safe operating condition.

Section 6, Bond.

Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

Section 7, New Classifications.

When a new job is placed in the unit and it cannot be placed in an existing classification, the Employer will notify the Union prior to establishing a classification and wage rate. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation, and, if no agreement is reached, moved to the grievance procedure. The job will be filled according to seniority if all other matters such as ability and qualifications are equal.

Section 8, Business Use of Personal Vehicle.

Whenever an employee is requested by the Employer to use his or her own personal vehicle on the business of the Employer, he or she shall be accorded mileage at the then applicable Employer rate.

Section 9, On-the-Job Injuries.

An employee who is injured while on the job and is required to leave the job by medical authority will be paid for the whole day.

Section 10, Vehicle Safety.

The Employer shall not require employees to take out on the streets or highways, any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Section 11, Accident Reports.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. The employee shall make out an accident report, in writing, on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employees to disciplinary action by the Employer, up to and including discharge

Section 12, Bulletin Boards.

The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or the Steward for the Union. The Union will promptly remove from such Union bulletin boards, upon the written request of the Employer, any material which is detrimental to the Union-Employer relationship.

Section 13, Physical Examination.

The Employer may, at its discretion, require employees to submit to physical and/or mental examinations to determine the employee's continued fitness to perform the employee's job duties. Provided, however, such examinations shall not be more frequent than every three (3) years, or as required by law, whichever is the shorter period of time, unless there is reasonable and proper cause to believe that an employee is unable to continue to perform his or her job duties. Such examinations shall be performed by a qualified physician. Such examinations shall be fully paid by the Employer and shall be arranged during the employee's normal work hours, and the employee shall not suffer a loss of pay submitting to such examinations.

Section 14, Medical Verification Following Extended Illness.

Employees who have been on extended leave as a result of illness or physical ailment may be required to receive and successfully pass a physical examination to determine their continuing ability to perform the duties and responsibilities of their position, or of the position to which they may be assigned.

Section 15, Unsafe Conditions.

It shall be the responsibility of the employee involved to report all unsafe conditions. Reports shall be submitted, in writing, to his or her immediate supervisor concerning any equipment defects or potentially hazardous circumstances or conditions. Such reports shall be in triplicate, and such forms shall be furnished by the Employer.

Section 16, Unsafe Equipment.

Where equipment defects which would make the equipment unsafe to operate are reported, in writing, by the employee, the equipment will not be operated until it has been released by a supervisor. All tires shall be checked and in good condition at all times so as to keep buses from slipping and sliding on ice-covered roads. All heaters and defrosters will be in good working condition at all times.

Section 17, First Aid Supplies.

All buses shall be furnished with one (1) first aid kit which will be available for all employees for job related type injuries.

Section 18, Severe Weather.

In the event that weather conditions necessitate the termination of a business day during any shift, employees will be paid their regular straight-time base rate of pay for the remainder of the full workday. In the event that weather conditions do not permit the Employer to open for business, all employees

affected will be paid their full pay for the day or days at the employee's regular straight-time base rate.

Section 19, Employer Sponsored Education

The Employer shall reimburse employees for work-related seminars, courses, classes, or workshops that may be required by law for an employee to perform work in his or her job. Reimbursement shall be made after the class is satisfactorily completed (passing grade or certification of completion shall document satisfactory completion).

Approval of all Employer sponsored education must be obtained from the Board of Commissioners, in advance and in writing. The following criterion must be met before any approval can be considered:

A. The course is offered by a reputable and recognized school, college, university, or corporation.

B. The course schedule will allow attendance without disruption of the department's schedule or workload.

C. Funds are available for such courses. Reimbursement will be made after receipt of documented grade/completion reports and tuition receipts. Duplication of other forms or reimbursement shall not be allowed.

Non-required classes that an employee may wish to attend that would contribute directly to the continued development of the professional skills and knowledge of the employee's position with the Employer may be reimbursed by the Employer after an employee has a minimum of one (1) year of continuous service after completing the course, provided prior approval from the Employer is obtained and the conditions of Sections (A) - (C) above are met. Conventions, seminars, and workshop expenses less than One Hundred Dollars ($100.00) shall

be reimbursed by the Employer, provided funds have been budgeted for this purpose. Attendance requires prior Employer approval.

ARTICLE XIII
SPECIAL CONFERENCES

Section 1, Subjects of Special Conferences.

Special conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and the Employer or his/her designated representative upon the request of either party.

Section 2, Representation at Special Conferences.

Such meetings shall be between not more than two (2) representatives of the Employer and not more than two (2) representatives of the Local Union. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 9:00 p.m. The members of the Union shall be paid solely for time spent during the regularly scheduled workday in such special conferences. It is understood that the number of conferences will be held to an absolute minimum.

Section 3, Scheduling of Special Conferences.

Special conferences shall be scheduled within ten (10) days after the request is made, unless otherwise agreed.

ARTICLE XIV
WORKER'S COMPENSATION

Each employee will be covered by the applicable Worker's Compensation laws.

ARTICLE XV
HOURS OF WORK

Section 1, Work Schedule.

The normal work schedule for bus drivers will be 40 hours per week which may include eight (8) hour shifts or split shifts.

The current work schedule for dispatchers and is five (5) consecutive eight (8) hour days, Monday – Friday. Employees shall not regularly be scheduled for less than two (2) consecutive hours of work.

However, this Section shall in no way be construed as a guarantee by the Employer of any amount of work in any period of time or as a limitation on the Employer's right to schedule work in excess of the normal workday or the normal workweek.

The Employer specifically reserves the right to alter or modify the current work schedules. The Employer will provide seventy-two (72) hours' notice to the Union through its Steward and/or Alternate Steward prior to any new or revised schedule taking effect.

Section 2, Breaks.

Regular full-time employees shall be entitled to two (2) fifteen (15) minute breaks; one (1) in the first half of their shift and one (1) in the last half of their shift. Breaks shall be taken at a time to allow continuous operation of the department. Regular part-time employees shall receive a paid fifteen (15) minute break for every four (4) hours of scheduled work.

Section 3, Overtime Payment.

A. All regular full-time employees shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay on a daily basis for all hours worked in excess of their regular work schedule or

on a weekly basis for all hours worked in excess of forty (40) within the employee's normal workweek.

Regular part-time employees shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay on a daily basis for all hours worked in excess of eight (8) or ten (10) per day depending on their scheduled shift or on a weekly basis for all hours worked in excess of forty (40) per week.

B. In the event the Employer institutes a seven (7) day operation, then time and one-half (1 ½) will be paid for all actual hours worked in excess of forty (40) hours to the employee on his/her sixth (6th) consecutive day of work within that particular workweek, and double time will be paid for all actual hours worked in excess of forty (40) hours to the employee on his/her seventh (7th) consecutive day of work within the particular workweek.

Section 4, Call-in Pay.

An employee who is called in to work prior to or after his or her normal work shift shall be guaranteed at least two (2) hours of pay at the applicable rate, but shall perform any work assigned to be eligible for such guarantee.

The two (2) hour guarantee shall not apply to those hours worked immediately preceding or immediately following the employee's regularly scheduled shift.

Section 5, Rotation of Overtime Assignments.

Overtime assignments will be made on a rotating basis among bargaining unit employees. For purposes of rotation, full-time drivers shall first be ranked by seniority and then regular part-time drivers shall be so ranked. Rotation will begin with full-time employees in seniority order. Refusal to accept overtime assignment shall nevertheless count as acceptance for purposes of rotation. In the

event an insufficient number of drivers accept overtime runs, the Employer is then free to utilize non-unit individuals, whether or not employed by the Employer.

Section 6, Authorizing Overtime.

Overtime will be permitted only when authorized in writing by a Supervisor.

Section 7, Pyramiding of Overtime.

The allowance of overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.

Section 8, Designated Work Area

Each employee shall be at his or her designated work place ready for work at his/her scheduled starting time at the start of his/her workday and after the lunch period.

Section 9, Changing of Schedules.

An employee's work schedule will not be changed during that pay period to avoid payment of overtime. However, it is agreed and understood that the department head and unit employees can mutually agree to scheduling changes and that such scheduling would supersede the above. Notification of such changes will be given to the Union Steward.

Section 10, Implementation of a Six (6) or Seven (7) day Work Schedule.

If the Employer institutes a six (6) or seven (7) day work schedule, the Employer shall notify the Union prior to the implementation of such schedule. Upon notification, the Employer and the Union shall meet and confer regarding the effects of implementing the six (6) or seven (7) day schedule. Such meeting shall occur as soon as practical and at a time mutually convenient to the parties. If the Employer institutes a six (6) or seven (7) day work schedule, employees shall be assigned shifts by seniority.

ARTICLE XVI
HOLIDAYS

Section 1, Holiday Definition.

Regular full-time employees regularly scheduled to work eight (8) hours per day and regular part-time employees (on a pro-rated basis) shall be paid eight (8) hours' pay for all designated holidays. Regular full-time employees regularly scheduled to work ten (10) hours per day shall receive ten (10) hours' pay for all designated holidays. Holiday pay shall be exclusive of any shift or overtime premium pay.

The following are designated holidays:

New Year's Eve Day	Thanksgiving Day
New Year's Day	Day after Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	3 Floating Holidays
Labor Day	

To be eligible for holiday pay, the employee must work all scheduled hours on the workday before the holiday and all scheduled hours on the workday after the holiday, unless on authorized leave.

Section 2, Holiday Celebration.

When a holiday falls on Sunday, the following day shall be the recognized holiday. When a holiday falls on Saturday, the preceding day shall be the recognized holiday, unless celebrated nationally on the following Monday; a holiday falling on Sunday not celebrated as a national holiday will be celebrated on the Friday preceding if the Monday following is celebrated as a national holiday (i.e., Christmas falling on Monday will result in the day before Christmas being celebrated on Friday).

Section 3, Holiday Pay.

Employees normally scheduled to perform necessary work on any one of the above holidays shall receive time and one-half (1 ½) their regular straight time hourly rate for all hours worked on such holiday in addition to holiday pay provided in Section 1. Employees not normally scheduled on the holiday who are required to work said holiday shall receive two (2) times their regular straight time hourly rate for all hours worked on such holiday in addition to holiday pay provided in Section 1.

Section 4, Holiday Pay for Part-time Employees.

Part-time employees who work a regular schedule shall be entitled to a pro-rated holiday benefit of 25/40ths of the full benefit. Temporary and part-time irregular employees shall not be entitled to holiday pay.

Section 5, Loss of Holiday Pay.

An employee who is scheduled to work on any holiday and does not work said day shall receive no holiday pay for such day, unless on authorized leave of absence.

Section 6, Holidays During Vacation.

When a recognized holiday falls within an employee's approved and scheduled vacation period, the employee will receive holiday pay for that day.

ARTICLE XVII
VACATIONS

Section 1, Vacation Leave Schedule.

Each regular full-time and regular part-time (on a pro-rated basis) employee shall earn vacation leave credit as follows:

REGULAR PART-TIME		FULL-TIME	
1-5 years of service	50 hours	1-5 years of service	80 hours
6-10 years of service	75 hours	6-10 years of service	120 hours
11 years and over	100 hours	11 years and over	160 hours

Section 2, Vacation Carry-over.

Vacation time will be credited to the employee's bank on a bi-weekly basis. Employees can only have up to their base vacation accrued in their vacation bank at any one time and they may not use more than what is currently in their vacation bank.

Section 3, Payment for Unused Vacation.

Upon termination of employment due to resignation, death, retirement, layoff, or dismissal, an employee shall be compensated in wages for all unused vacation leave through date of termination that such employee has accrued.

Section 4, Vacation Pay Rate.

Vacation pay will be paid at the current straight-time rate of the employee. Current salary shall include any increase in salary schedule by reason of length of service or any percentage increase which an employee is entitled to by reason of any increment plans which occur during his or her vacation.

Section 5, Vacation Schedule Changes.

If an employee is required by the Employer to reschedule his or her vacation, then the provision of Section 3 will not be invoked.

Section 6, Vacation Leave for Part-time Employees.

Regular part-time employees shall receive pro-rated vacation accruals of 25/40ths of the full benefit.

Section 7, Vacation Leave for Temporary Employees.

Temporary and irregular part-time employees shall not be entitled to vacations.

Section 8, Use of Vacation.

Vacations shall be taken in increments as in the past.

Section 9, Computing Vacation Leave.

For the purpose of computing vacation pay in accordance with the above provisions, hours worked shall include excused time off due to sickness or injury, provided such sickness or injury is job related.

Section 10, Vacation Leave Requests.

Vacation time off will be arranged each year in the following manner:

A. On forms furnished by the Employer, the employee will indicate his or her preference for vacation time off. This form will be turned in to the bus system manager no later than the end of business day on May 1 of each year.

B. By May 23 of each year, the Employer will post the vacation schedule showing time off for each employee.

C. Where there is a request for the same time off for two (2) or more employees and the Employer would not be able to operate efficiently, the selection shall be made on the basis of seniority with the highest-seniority employee getting the desired time off, unless a mutually satisfactory adjustment can be arranged between the affected employees and the Employer.

D. Employees who fail to submit vacation preference by the end of the business day on May 1 will be granted vacation on a first come/first served basis. In no case shall such employees be allowed to displace an employee who has submitted a timely request for vacation leave.

E. An employee may receive vacation pay in lieu of time off with mutual written agreement between the employee and the Employer.

ARTICLE XVIII
PAID LEAVE

Section 1, Paid Leave Accumulation.

Effective January 1, 1992, and on January 1 each year thereafter, each regular full-time employee shall receive fifty-six (56) hours of paid leave time. This paid leave time may be used for illness or personal reasons. New hires will receive a pro-rated amount of paid leave based on the employee's date of hire. (Example, an employee hired as a full-time employee on June 1 would receive twenty-eight (28) hours of paid leave for that calendar year.)

Should an employee be absent because of illness or approved personal reasons during the first six (6) months of employment, he or she may be placed on leave of absence without pay. The Employer has the right to require proof of illness after the third (3rd) day.

Section 2, Notice for Use of Paid Leave.

Any employee who finds it necessary to be absent from his or her work shift due to illness shall notify his or her immediate supervisor prior to the beginning of that duty shift; seventy-two (72) hours' notice shall be required for personal days.

Section 3, Vacation Paid Leave.

Paid leave may be allowed in cases of sickness or injury occurring during the vacation period. Evidence of such incapacity from the first day must, however, be provided to the satisfaction of the department head.

Section 4, Use of Paid Leave.

Paid leave shall not be charged against the employee's current or reserved sick/personal leave in amounts of less than one-half (1/2) day for any absence.

Section 5, Payout of Unused Paid Leave.

There shall be no payout of personal time at employment separation.

Section 6, Paid Leave for Part-time Employees.

Part-time employees who work a regular schedule shall be entitled to a pro-rated paid leave benefit of 25/40ths of the full benefit. Temporary and part-time irregular employees shall not be entitled to paid leave.

Section 7, Annual Payment for Unused Paid Leave.

Effective the first pay period in December 1992, each employee shall be paid for unused paid leave days given to him/her during that calendar year up to a maximum of 28 hours (for employees who normally work 40 hours per week) or 17.5 hours (for part-time employees). Payment shall be at his or her then applicable hourly straight-time wage rate on the payroll period closest to Christmas of that applicable year. There shall be no banking of unused paid leave days.

ARTICLE XIX
RETIREMENT

The Defined Benefit and Hybrid MERS plans of current employees as outlined in 1-1-2019 – 12-31-2019 collective bargaining unit will be frozen as of 12/31/2019.

As of 1/1/2020, all employees will participate in the MERS Defined Contribution Plan, with a 2% employer contribution and a 1, 2 or 3% employee contribution.

Vesting for the DC Plan will be:

3 years – 25%

4 years – 50%

5 years – 75%

6 years – 100%

ARTICLE XX
INSURANCE

Section 1, Hospitalization Medical Coverage.

Effective January 1, 2020, the Employer agrees to provide the following coverage:

BCN HMO Plan - $250/$500 family deductible; $20 office and $30 specialist and $30 chiropractic visit co-pay; Delta Dental (100/75/50/50); Eye Med 12/12/12; and a $10/30/60/80/20%/20% Rx plan.

The County/Employee Cost share percentage for the above Plan will be 80% employer/20% employee on medical and Rx coverage only.

Regular part-time employees will be eligible to purchase all insurances at the established rates subject to compliance with the carrier's rule for participation.

The employer reserves the right to use third party administrators, wraps, employee reimbursement programs and any other means available to deliver the equivalent coverage of the core plan at reduced costs. The County is not at fault if coverage is dropped by any vendor for lack of participation. The Employer reserves the right to select and/or change all insurance carriers, provided the level of benefits remains substantially the same. If the healthcare renewal for 2021 and 2022 is over 9.9%, the employer will review quotes from various vendors including any the union would like to bring forward. The employer will make the final decision on healthcare coverage for 2021 and 2022.

The County shall comply with all provisions of the Patient Protection and Affordable Care Act [Public Law 111-148 of the 111th Congress, 42 U.S.C. 18001] and as such Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties.

The County may reopen the Collective Bargaining Agreement to address the Patient Protection and Affordable Care Act issues only.

Section 2 – Hospitalization Benefits During Layoff

Continuation of coverage during a layoff will be in accordance with the Patient Protection and Affordable Care Act.

Section 3, Hospitalization Benefits After Position Elimination

The employer will subsidize COBRA, if elected, by paying no more than 80% of health insurance coverage (not to include service fee) at the time of a termination due to position elimination for a period of up to 3 months.

Section 4, Notice of Change in Status.

Any change to be made for hospitalization insurance coverage should be given to Human Resources within thirty (30) days in which the qualifying event occurred such as marriage, divorce, newborn, adoption.

Section 5, Discontinuation of Hospitalization Insurance.

The insurance coverage listed above shall be discontinued on the last day of active work by the employee.

Section 6, Reinstatement of Hospitalization Insurance.

An eligible full-time employee who returns from an approved leave of absence or is recalled to work during any month in which the employee's Employer paid insurance has not been in force shall have said insurance reinstated as soon as permissible under the terms of the insurance plan.

Section 7, Sickness/Accident Insurance.

The Employer shall provide a supplemental sickness/accident lost income insurance policy, at its expense, for all full-time employees. The policy shall provide a minimum benefit level of sixty-six and two-thirds percent (66 2/3%) of an employee's normal weekly gross up to a maximum of Five Hundred Dollars ($500.00) per week. Coverage shall be for periods of disability up to twenty-six (26) weeks per year, per occurrence and effective on the first day of a non-work related accident or eighth (8th) day of a non-work related illness. The sickness/accident insurance coverage shall be inclusive of a Ten Thousand Dollar ($10,000.00) term life insurance policy with accidental death/dismemberment coverage for each employee.

For purposes of continuation of benefits that an employee is otherwise entitled to, and for seniority accrual, an employee receiving sickness/accident

insurance benefits will be considered on a paid leave. However, if a paid holiday falls during the period an employee is receiving sickness/accident insurance benefits, the employee shall not receive holiday pay for that holiday.

Section 8, Medical Coverage Opt Out

Eligible regular full-time employees electing to not participate in the Employer's medical health care coverage will receive an annual stipend of $2,000 to be paid quarterly. Non-participants will provide proof of coverage(s) from another source and are subject to carrier rules regarding re-entry into the Employer-sponsored plan. Employees that are covered under the Employer's plan through a spouse that also works at the Employer are not eligible for the annual Medical Care Opt Out Stipend.

ARTICLE XXI
COMMERCIAL DRIVER'S LICENSES

Section 1, Maintenance of CDL.

Should any employee be unable to obtain or maintain a commercial driver's license, when such employee is required to have this license for the purpose of operating any or all of the Employer's vehicles or equipment, the Employer shall:

A. Temporarily place the employee in a classification where such license is not required until such time as the employee obtains the required license, provided an opening exists and the employee is qualified to perform the work in the temporary assignment. This temporary reassignment shall not exceed ninety (90) days, and the employee shall not suffer a loss of pay or benefits during this temporary change in classification; or

B. The employee shall be granted a leave of absence up to a period of ninety (90) days for the purpose of obtaining such license. During this leave of absence, the employee will not lose benefits or seniority and may use earned and available vacation time for this leave, or may accept the leave without pay.

The Employer shall pay the full costs, including road test and physicals, of obtaining and/or maintaining a CDL for each employee who is required to have a CDL license. Reimbursement for CDL licenses for new employees will be made only upon successful completion of his or her probationary period.

ARTICLE XXII
MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his/her individual operations relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, unless such conditions of employment are covered by this Agreement.

ARTICLE XXIII
SAVINGS CLAUSE

If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal, the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXIV
SCOPE OF AGREEMENT

Section 1, Waiver.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed the Agreement.

Section 2, Whole Agreement.

This Agreement supersedes and cancels all previous agreements as written, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party, unless executed in writing by the parties hereto.

Section 3, Emergency Manager

This Agreement may be rejected, modified, or terminated by an Emergency Manager consistent with the terms of the Local Government and School District Fiscal Accountability Act, 2011 PA 4. MDXL 141.1501 to 141.1531.

ARTICLE XXV
WAGES AND JOB CLASSIFICATIONS

Section 1, Job Classifications.

A. Bus Drivers (Regular full-time and regular part-time)

B. Dispatchers (Regular full-time and regular part-time)

C. Chief Dispatcher

D. Lead Mechanic

E. Driver/Dispatcher

It is agreed and understood that the designation or job title or classification is not to be construed as a description of job content or to restrict work assignments.

Section 2, Wages.

The following shall be the wage grid for all employees covered by this Agreement.

Teamsters Bus Wages Effective January 1, 2020

Classification	Start (Step 1)	9 Months (Step 2)	1 Year (Step 3)	2 Years (Step 4)
Full-time Driver	$14.38	$14.82	$15.82	$16.32
Part-time Driver	$14.02	$14.34	$14.48	$14.98
Dispatcher	$14.76	$15.05	$16.26	$16.76
Chief Dispatcher	$15.47	$16.26	$17.00	$17.50
Lead Mechanic	$20.19	$20.60	$21.31	$21.81
Driver/Dispatcher	$14.63	$15.21	$16.04	$16.54

Teamsters Bus Wages Effective January 1, 2021 (2% Increase)

Classification	Start (Step 1)	9 Months (Step 2)	1 Year (Step 3)	2 Years (Step 4)
Full-time Driver	$14.67	$15.12	$16.14	$16.65
Part-time Driver	$14.30	$14.63	$14.77	$15.28
Dispatcher	$15.06	$15.35	$16.59	$17.10
Chief Dispatcher	$15.78	$16.59	$17.34	$17.85
Lead Mechanic	$20.59	$21.01	$21.74	$22.25
Driver/Dispatcher	$14.92	$15.51	$16.36	$16.87

Teamsters Bus Wages Effective January 1, 2022 (2% Increase)

Classification	Start (Step 1)	9 Months (Step 2)	1 Year (Step 3)	2 Years (Step 4)
Full-time Driver	$14.96	$15.42	$16.46	$16.98
Part-time Driver	$14.59	$14.92	$15.06	$15.59
Dispatcher	$15.36	$15.66	$16.92	$17.44
Chief Dispatcher	$16.09	$16.92	$17.69	$18.21
Lead Mechanic	$21.01	$21.43	$22.17	$22.69
Driver/Dispatcher	$15.22	$15.82	$16.69	$17.21

Section 3, Wage Option.

Mechanic may increase the hourly rate as shown in Section 2 above. The individual(s) so classified shall be paid an additional ten cents (10¢) per hour for each additional license/certificate signifying areas of expertise over the two (2) such licenses/certificates required by the Employer for initial employment.

The Employer may require a copy of each license/certificate for inclusion into the individual's personnel file.

Section 4, Starting Wage.

The Employer is vested with full discretion relative to placing a new employee on other than the contract wage grid start at higher than the nine (9) month rate. Further, the Employer is vested with full discretion in granting merit increases to employees between the start and nine (9) month rate. However, no employee can go beyond the nine (9) month rate until reaching the required seniority set forth on the grid (i.e., one year, two years). A determination as to one employee will have no precedent setting effect on any other employee.

ARTICLE XXVII
TERMINATION

This Agreement shall be effective on the 1st day of January 2020, and shall remain in full force and effect until the 31st day of December, 2022, unless either party shall notify the other, in writing, at least ninety (90) days prior to the anniversary date it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations until notice of termination is provided by either party.

COUNTY OF OTSEGO:

Rachel Frisch

Rachel Frisch, County Administrator
Date: 12·6·19

Paul Liss

Paul Liss, Commissioner
Date: 12/9/2019

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214:

Curtis Brown

Curtis Brown, Business Representative
Date: 12/9/19

John Jordan, Union Steward
Date: 12/6/19