

**Twin Cities Area Transportation Authority
Request for Information (RFI)
TRANSIT OPERATIONS AND SERVICE EXPANSION**



REQUEST FOR INFORMATION (RFI)

TRANSIT OPERATIONS AND SERVICE EXPANSION

I. Introduction

The Twin Cities Area Transportation Authority (TCATA) provides fixed-route transit service and curb-to-curb same day transit services within the city of Benton Harbor, the city of St. Joseph, Benton Township and parts of Royalton Township in Berrien County, Michigan.

TCATA is seeking information from experienced and capable transportation companies (Respondents) with experience in moving people between destinations. The purpose of this RFI is to gather insights and recommendations from Respondents to inform a future Request for Proposal (RFP) for a turnkey transit operations solution that provides customers with safe and reliable service and creates future opportunities for service and revenue expansion.

This is not a solicitation for bids but an opportunity for TCATA to understand available solutions, market considerations that should be included in the future RFP and industry best practices that TCATA should consider as it frames the future RFP.

A. Disclaimer

This RFI is issued for informational and planning purposes only and does not constitute a solicitation for bids, proposals, or offers. Responses to this RFI will not be considered binding and will not result in a contract award. TCATA reserves the right to issue an RFP based on the information received but is under no obligation to do so.

We appreciate your time and insights and look forward to your response.

B. Problem Statement

TCATA is currently operating under interim staffing with limited technology systems. TCATA desires to procure a turnkey mobility management partner to operate and maintain the transit system on an ongoing basis and develop innovative solutions to increase agency revenues.

TCATA's objectives for this RFI are to:

- Understand the market for interest in providing turnkey operational ~~passenger-public~~ transportation services.
- Solicit feedback from the market regarding:
 - Suggestions from both traditional and non-traditional ~~passenger-public~~ transportation service providers that would make a future RFP more competitive for bidding purposes.



- Considerations on how best to structure the RFP to request service in TCATA's three desired service areas (existing service area, expanded service area to support new urbanized area, and new regional express service).
- Best practices that TCATA should include in the RFP that could provide a win-win solution for a potential service provider, enabling a turnkey mobility solution that provides improved taxpayer value and offers incentives for the private sector to improve transit access across Berrien County.
- Desired contractual terms and conditions, including the ability of the market to meet staffing, state of good repair and insurance requirements; and
- Other considerations that could generate interest from the market to meet TCATA's definition of success, as outlined below.

C. TCATA's Definition of Success

The Twin Cities Area Transportation Authority (TCATA) is seeking to secure a mobility management partner who will enhance the customer experience across TCATA's network and the larger urbanized service area by:

1. Optimizing service based on data-driven needs,
2. Implementing modern technology, and
3. Providing safe and reliable service for a minimum of a five-year contract period

D. RFI Contact

The sole point of contact for this RFI, including any questions, requests for additional information, or clarifications regarding this RFI, is as follows:

Mark Epps
 TCATA Procurement/Grants Manager
mepps@tcatabus.org

No contact should be made to other members of TCATA related to this RFI.

E. Submission Details

Interested parties should submit responses by 4:30 pm EST on Tuesday, May 27, 2025, via the portal linked below. Responses should be provided in the portal prompts or attached to the portal in a PDF format.

[RFI Submission Portal](#)

TCATA will not cover any costs incurred for the preparation of any RFI response. TCATA may, at its sole discretion, use information provided in response to the RFI to develop future

procurements and/or any future contracts. TCATA is not obligated to use any information received as part of this RFI process.

F. RFI Timeline

The Request for Information (RFI) schedule is as follows:

RFI Action	Date
TCATA Issues RFI	April 25, 2025
Deadline for submission of questions for clarifications to the RFI	May 7, 2025
Posting of RFI clarification responses	May 14, 2025
Deadline for RFI submissions	May 27, 2025 by 4:30 pm EST
Anticipated release of future RFP	Late Spring 2025



Twin Cities Area Transportation Authority
(269) 927-2268 • Fax (269) 927-2310

275 East Wall Street, Benton Harbor, MI 49023

II. TCATA Background Information

TCATA has been engaged since 1978, building a transit system that serves the Benton Harbor area transportation needs. Transit is extremely important to Southwest Michigan as per the 2018 University Michigan survey. TCATA is more than a transportation business. Every passenger is important to us, and as long as you are on a TCATA bus, we strive to provide the safest and most convenient service possible.

A. Current Services

TCATA provides Benton Harbor-St. Joseph area public transportation services currently offering the following transit options:

- **Fixed-Route Services:** TCATA provides fixed-route service which is a shared ride, public transportation service that follows a defined route, picking up and dropping off passengers at designated stops. The fixed-route buses will also [*flex*](#) along its route. [Find more information about the fixed-route system here.](#) These regularly scheduled bus routes connect key destinations, including commercial, medical, and residential areas.
- **Demand-Response Services (Dial-A-Ride):** TCATA provides curb to curb same day services within the City of Benton Harbor, St Joseph, Benton Township, and to and from the Royalton Township medical offices. Pick-up times subject to availability. This curb-to-curb service is provided for eligible riders, including seniors and individuals with disabilities.
- **ADA Paratransit Services:** Complementary Paratransit is a transportation service for persons with disabilities who, because of a disability, cannot use the existing fixed-route service. Within the region, TCATA is the only public transit system that provides complementary paratransit services, [TCATA ACCESS Paratransit Service](#). This complementary paratransit service is provided in compliance with the Americans with Disabilities Act (ADA).
 - **TCATA's ADA Policy:** The Americans with Disabilities Act, Title II, states, in part, that "no otherwise qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in programs, services or activities sponsored by a public entity." At TCATA, we are committed to complying with the requirements of Title II of the ADA in all of its programs, services, benefits and activities.

B. Fleet and Facilities

- **Fleet Composition:** TCATA operates a fleet of 22 vehicles, including cutaway vans and accessible paratransit vehicles. An additional four vehicles are utilized for non-revenue service, including a tow truck capable of towing any revenue vehicle. A fleet roster is provided in the Appendix.
- **Maintenance Facilities:** TCATA owns and maintains an operations and maintenance facility in Benton Harbor (275 E Wall St, Benton Harbor, MI 49022), which includes maintenance and wash bays, administrative offices, dispatching centers, vehicle storage, and employee parking.
- **Technology & Equipment:** TCATA's current fleet is equipped with GPS tracking, two-way radios, internal and external cameras, and cash fare collection systems. There is no CAD/AVL system for fixed routes and no scheduling system for demand response.



C. Current Workforce

- **Total Employees:** TCATA currently employs 43 staff members, including 25 bus operators, 7 dispatchers, 5 maintenance personnel, and 6 administrative staff.



- **Union Representation:** Certain segments of TCATA's workforce are represented by American Federation of State, County and Municipal Employees (AFSCME Michigan), AFL-CIO Local 2757.03. The current labor agreement is effective through September 30, 2026, and is included in the Appendix for reference purposes.
- **Training & Compliance:** Regular staff training is conducted for safety, customer service, and compliance with state and federal transit regulations.

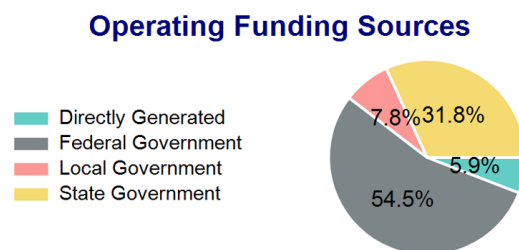
D. Service Needs

TCATA seeks to enhance service efficiency and expand transit coverage for its customers and provide greater access to community facilities and regional destinations across Southwest Michigan. Key needs that TCATA has prioritized include:

- Modernization of scheduling and dispatching systems
- Aligning service areas to meet expanded urbanized areas within the Benton Harbor/St. Joseph and Southwest Michigan area.
- Upgraded customer-facing technologies, including real-time vehicle location tracking, mobile payment options, and ride hailing.
- Comply with FTA requirements for vehicle State of Good Repair and TCATA Vehicle Maintenance program.
- Comply with TCATA Facility maintenance program.

E. Financial Overview & Grant Funding

- **Operating Budget:** TCATA operates with an annual budget of approximately \$2.4 million, funded through a combination of local, state, and federal sources, as well as passenger fares. Moving forward, TCATA is interested in additional opportunities to expand the revenue for the agency but not conflict with the requirements for existing revenue sources.



- **Insurance:** Michigan is a no-fault auto insurance state, meaning that in the event of a vehicle crash, TCATA's insurance company covers the vehicle, medical expenses and lost wages, regardless of the party at fault. Obsidian Specialty Insurance Company provides coverage through November 30, 2025. The liability limit is \$2 million per incident and \$4 million annually.
- **Grant Support:** TCATA receives funding from the following sources:

- Federal Transit Administration (FTA) Section 5307 (Urbanized Area Formula Program). TCATA's "Small Urban" designation allows these funds are used to offset operational costs. Also, under the section 5307 program, funds may be allocated for fleet, facility renovations, and professional services.
- Michigan Department of Transportation (MDOT) support from the Local Bus Operating Assistance Program
- Local millage and municipal contributions from the City of Benton Harbor (1.25 mills)
- Specialized mobility and discretionary grants, as available such as 5339 and flex funds.

F. Governance

TCATA was created in 1974 as a political subdivision of the State of Michigan and is governed by a Board of Trustees appointed by the City of Benton Harbor Commission. As such, the Board will be a party to any operations agreement with a mobility solutions provider(s). See TCATA bylaws in the Appendix.

G. Required Service Expansions

A Metropolitan Statistical Area (MSA) is composed of entire counties with at least one census defined urbanized area with a population of 50,000+ and adjacent counties with strong commuting ties. Berrien County is classified as the Benton Harbor-Niles MSA. Federal transportation funding is distributed differently to urbanized areas with a population of 50,000 and greater (called the federally designated urbanized area).

Over the last two census counts, the urbanized area has continued to expand around Benton Harbor and St. Joseph. In response to the growing urbanized area, TCATA is seeking to expand its service coverage in a phased manner to meet the needs of the expanded urbanized area as well provide access and mobility to changing community needs:

1. 2010 urbanized areas without service (see Appendix)
2. 2020 urbanized areas without service (see Appendix)
3. Key transit dependent destinations within both urbanized areas not being served today

III. Information Requested

A. Who We're Looking For

TCATA is seeking responses from experienced and capable transportation companies that demonstrate the following:

- Experience in passenger-public transportation operations and a proven track record providing reliable and safe passenger-public transportation services.
- A strong customer and agency-focused approach.
- Commitment to community engagement and ongoing service improvement.
- A technology-driven mindset with experience in data analytics and service optimization.
- A partnership that will provide core transportation services for our community in full compliance with federal and state regulations.

B. What We Must Have in a Future Partner

The successful service provider should be capable of delivering the following for TCATA's current service area (see the Appendix for the service area):

- Operating transit services under a contractual relationship for at least the next five years
- Turnkey scheduling software solutions capable of planning and delivering both fixed-route and demand response services
- Insurance coverage for all turnkey operations included in the contract
- Turnkey electronic fare payment system
- A mobile application for vehicle tracking, mobile payments, and mobile ride booking.
- Staffing to provide reliable and safe services; including but not limited to completing an assessment of current staffing levels, staff supplementation as needed, and implementation of an ongoing training and staff development program
- Compliance with all applicable state and federal requirements associated with the federal and state funding streams that TCATA utilizes
- Regular review of current service levels and recommendations for optimization to improve efficiency

C. What We Would Like to Have in a Future Partner

For areas currently without service, we are interested in evaluating the feasibility of servicing the following prioritized areas:

1. Generating additional revenue from providing expanded services to adjacent and new communities, service to new destinations and the possibility to create new partnerships. TCATA is also open to a future partner to evaluate the feasibility of generating new revenue through future advertising partnerships.
2. A phased approach to expanding the service area in alignment with the 2010 urbanized area needs (see Appendix). This area contains medical facilities and commercial/retail establishments that are currently unserved by public transit service.
3. A phased approach to expanding the service area in alignment with the 2020 urbanized area (see Appendix). This area contains communities along the Lake Michigan shoreline that are underserved by public transportation today. This area also includes popular destinations such as many Lake Michigan beaches, wineries, and a casino complex.
4. Planning for future regional express connections, including but not limited to, South Shore Commuter Rail Line (NITCD), South Bend, Indiana/Notre Dame campus, and other Southwest Michigan destinations.
5. Improve integration with Southwest Michigan Regional Airport (BEH).
6. Improve integration with St. Joseph and New Buffalo Amtrack stations.

D. RFI Questions for Response

TCATA welcomes feedback in response to the following questions. Respondents are not required to respond to all questions. TCATA may also follow up directly with Respondents with more detailed questions or to clarify submissions.

Respondents are requested to provide clear and concise responses in writing to the following questions following the numbering system below. Responses in aggregate should not exceed twelve (12) pages.

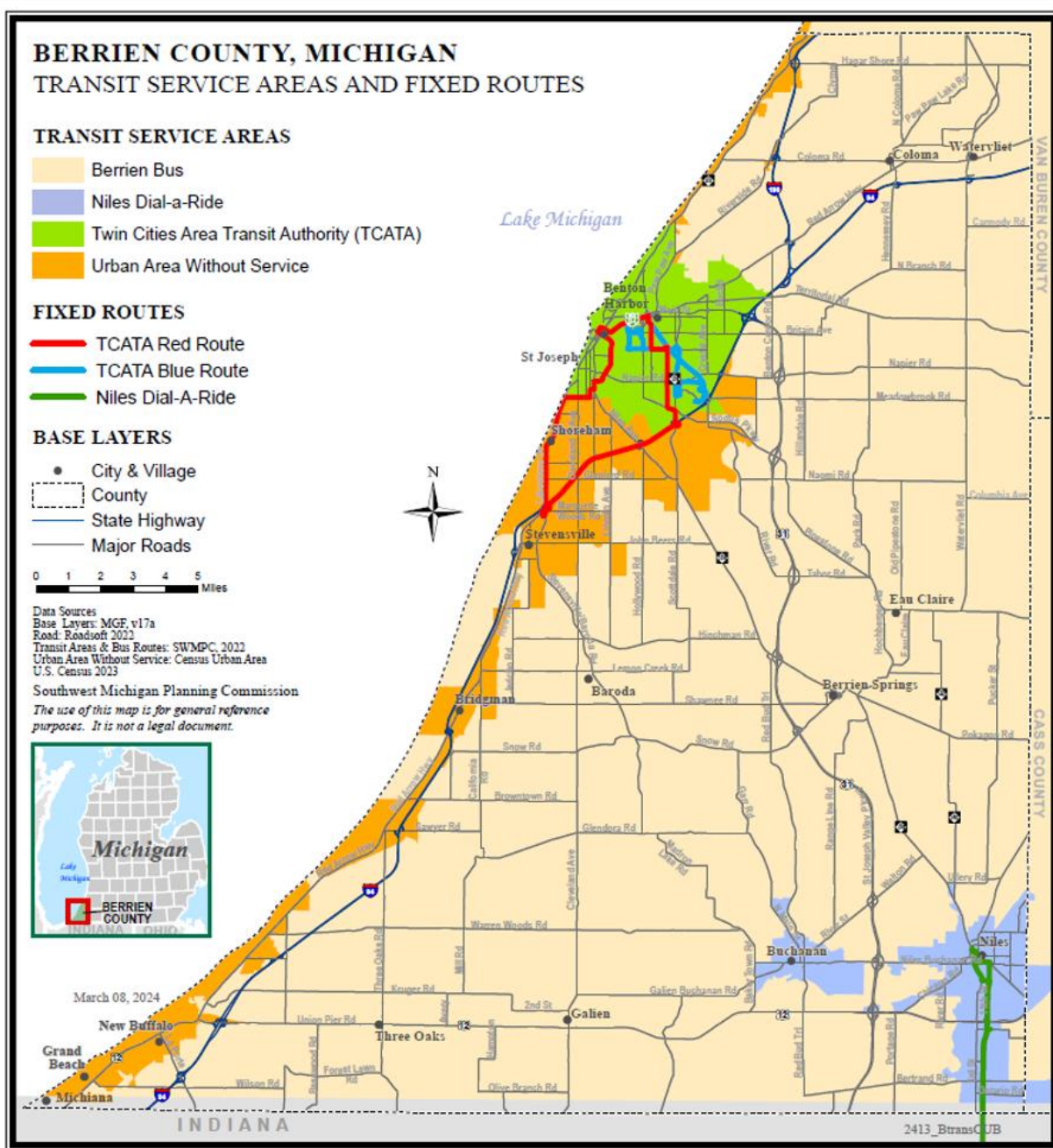
1. Provide a brief description of your company's experience in ~~passenger-public~~ transportation operations and maintenance services that align with our desired success definition and the desired services outlined above.
2. Considering TCATA's needs outlined in this RFI, how would your company handle scheduling, dispatching, daily operations management, and vehicle maintenance?

3. Considering TCATA's must have needs outlined in this RFI, how does your company use technology to enhance transit operations (e.g., CAD/AVL systems, passenger counting, etc.)? What additional recommendations or best practices do you have to improve the customer experience?
4. What approaches would you take to data collection, analysis, and reporting to enhance service quality and strengthen TCATA's reputation in the community?
5. Considering TCATA's desired service improvements outlined in both the must have and nice to have sections of this RFI, what key performance indicators (KPIs) would you track to ensure service quality? How do you link these metrics to revenue growth and service quality improvements?
6. Describe operational approaches you have implemented to enhance safety and security in transit services, particularly in environments like that of TCATA.
7. What recommendations do you have for structuring a future RFP to balance flexibility in service delivery while remaining attractive to potential bidders?
8. What is your preferred risk-sharing and compensation model for both the "must-have" and "nice-to-have" elements outlined in this RFI?
9. How would your organization approach providing insurance and liability coverage in Michigan for the proposed operating model?
10. Considering the nice-to-have elements outlined in this RFI, what would be your approach for TCATA to expand transit services across Southwest Michigan? Are there specific partners that you would engage or bring to the table to expand service offerings and diversify TCATA revenue streams?
11. What strategies or innovations could your company introduce to improve mobility for the people in TCATA's service area?
12. What can you offer to secure additional revenue from commercial advertising and sponsorships? Would transit service rebranding benefit revenue enhancement?
13. What can you offer to support Southwest Michigan summer tourism?
14. How would you manage winter weather operations?
15. What transit service ideas do you have that would advance Southwest Michigan economic growth?
16. What additional information would you need about TCATA to provide a comprehensive proposal in response to a future RFP?

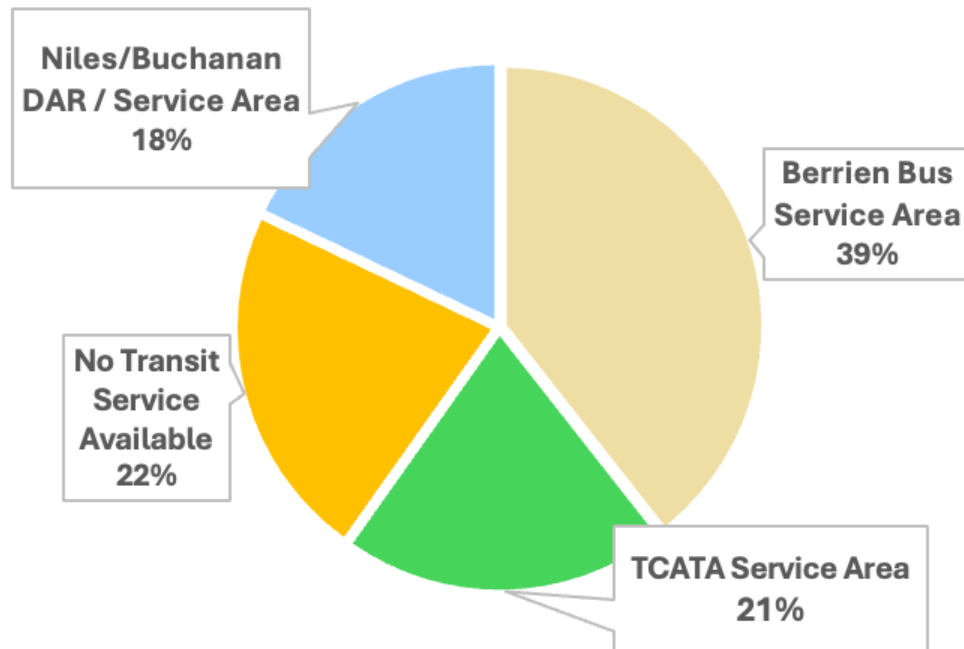
IV. Appendix

A. Supportive Documentation

Service Area Maps



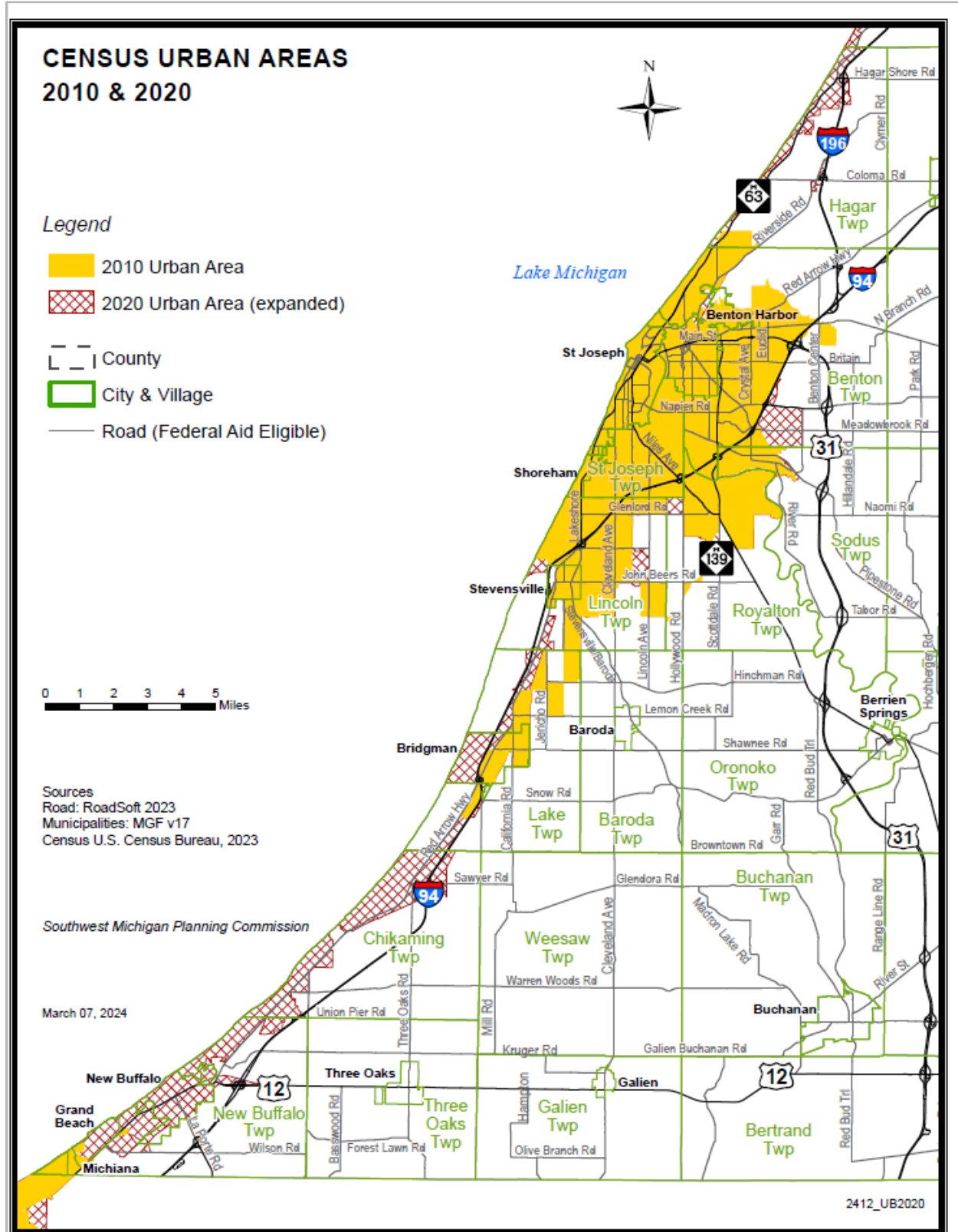
Percent of Berrien County Population Served by Public Transit



Berrien County Transit Provider Service Areas

Community	Transit Service Provider	Notes
Bainbridge Township	Berrien Bus	
Baroda Township	Berrien Bus	
Benton Charter Township	TCATA	
City of Benton Harbor	TCATA	
Village Berrien Springs	Berrien Bus	
City of Bridgman	Very Limited	Fixed route stop at Hardings – Berrien Bus
Berrien Township	Berrien Bus	
Bertrand Township	Berrien Bus	
City of Buchanan	Buchanan DAR	
Buchanan Township	Buchanan DAR	
Chickaming Township	Berrien Bus	
Coloma Charter Township	Berrien Bus	
Village of Coloma	Berrien Bus	
Village of Eau Claire	Berrien Bus	
Galien Township	Berrien Bus	
Village of Grand Beach	Berrien Bus	
Hagar Township	Berrien Bus	
Lake Township	Berrien Bus	
Lincoln Charter Township	Very Limited	Fixed route stop at Meijers – TCATA Red Route
City of New Buffalo	Berrien Bus	
New Buffalo Township	Berrien Bus	
City of Niles	Niles DAR	
Niles Charter Township	Niles DAR	
Oronoko Charter Township	Berrien Bus	
Pipestone Township	Berrien Bus	
Royalton Township	No Service	
Village of Shoreham	No service available	
Sodus Township	Berrien Bus	
St. Joseph Charter Township/49022	TCATA	
St. Joseph Charter Township - 49085	No Service	
City of St. Joseph	TCATA	
Village of Stevensville	Very Limited	Fixed route stop at Meijers – TCATA Red Route
Village of Three Oaks	Berrien Bus	
Three Oaks Township	Berrien Bus	
City of Watervliet	Berrien Bus	
Watervliet Township	Berrien Bus	
Weesaw Township	Berrien Bus	

Census Urban Area Maps (2010 & 2020)



TCATA Bylaws – See attachment

Fleet Roster – See attachment

Labor Agreement – See attachment

Benton Harbor Smart Mobility Project Community Report

[Click here to access the report](#)



Twin Cities Area Transportation Authority
(269) 927-2268 • Fax (269) 927-2310

275 East Wall Street, Benton Harbor, MI 49023

AGREEMENT

Between

AFSCME Michigan, AFL-CIO LOCAL 2757.03 Twin Cities Transportation Authority Chapter	&	Twin Cities Area Transportation Authority
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Effective Date: October 1, 2023

Termination Date: September 30, 2026

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This Agreement entered into on this the 28th day of January, 2025, effective October 1st, 2023, between TWIN CITY AREA TRANSPORTATION AUTHORITY, hereinafter referred to as the "Employer," and the MICHIGAN AFSCME COUNCIL 25 (American Federation of State, County and Municipal Employees, AFLCIO), hereinafter referred to as the "Union."

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing and maintaining a proper service to the community.

To these ends, 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.

Section 1

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, 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 all employees of the Employer included in the bargaining unit described in Section 2A.

Section 2

- A. The employer recognizes and acknowledges that the Union is the exclusive representative for the purposes of collective bargaining with the Employer for the following employees of the Employer:

ALL REGULAR FULL-TIME AND REGULAR PART-TIME EMPLOYEES OF THE EMPLOYER, INCLUDING ALL CLERICAL EMPLOYEES, DISPATCHERS, MECHANICS AND DRIVERS, BUT EXCLUDING ALL SUPERVISORS, ADMINISTRATORS, ELECTED OFFICIALS OF THE TWIN CITIES AREA TRANSPORTATION AUTHORITY, CONFIDENTIAL SECRETARY TO THE DIRECTOR, AND ALL OTHER EMPLOYEES.

- B. The above bargaining unit description is consistent with the bargaining unit described in the Consent Agreement reached by the parties and certified by the Michigan Employment Relations Commission on March 11, 1991, in Case No. R90 1< - 265.

ARTICLE II -AID TO OTHER UNIONS

Section 1

The Employer will not aid, promote or finance any labor group, organization or current employee which purports to engage in collective bargaining to make any agreement with any such group, organization or individual for the purpose of undermining the Union.

ARTICLE III - UNION SECURITY

Section 1

All employees in the bargaining unit may voluntarily join the Union.

Section 2

Upon receipt of a voluntary signed authorization form for payroll deduction, the Employer shall deduct from the pay of such employee the union dues in the amount certified by the Union to the Employer, provided such authorization is received prior to the first day of the payroll period during which deductions are to be made and provided there are sufficient net earnings for such deductions. Dues deducted shall be remitted to the designated financial officer for Michigan Council, AFSCME, AFL-CIO.

Section 3

The voluntary authorization form referenced above shall remain in effect until such time that the signing employee revokes such authorization by notifying the Employer and the Union in writing. Dues deductions shall cease within thirty (30) days after such notification has been received.

Section 4

Within the first fourteen (14) calendar days of employment, the Union Steward or Chapter Chairperson shall be granted a meeting of up to thirty (30) minutes, with a new employee in order to provide authorization cards, explain the structure of the organization, and provide any other pertinent information.

Section 5

Such deductions shall be made once each month from first pay period of the month. Such deductions shall be remitted by the Employer to the Union no later than 15 days following the date on which the deductions were made, accompanied by an alphabetical list of the names of all employees from whom deductions have been made and the amounts thereof. The Employer shall at the same time notify the Union of the names and addresses of employees, who through a change in the employment status or a revocation of the authorization, are no longer subject to

deduction and shall further provide an alphabetical list of the names and addresses of all new hires in the bargaining unit since the submission of the previous month's remittance.

Section 6

The Employer, its directors, officers, agents and employees shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than actual deductions made by the Employer from the employees' pay for this purpose.

Section 7

The Union shall indemnify and hold the Employer, its directors, officers, agents and employees harmless from and against any and all claims, demands, suits and other forms of liability arising out of any acts or omissions in connection with this Article.

ARTICLE IV - MANAGEMENT'S RIGHTS

Section 1

Except as specifically limited by the specific and express written terms of this Agreement, the Employer shall retain and reserve unto itself without limitation the sole, exclusive and unilateral right, without any obligation to bargain with the Union or the employees, to manage, direct and supervise the Employer's business and to exercise all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States, including, by way of illustration, the following:

- A. To manage, direct, supervise, administer and control the Employer's business, its properties, facilities and employees.
- B. To continue or discontinue all or any part of the Employer's business.
- C. To sub-contract all or any part of the Employer's business provided, however, that before sub-contracting all or any part of the work normally performed by bargaining unit employees, the Employer will give written notice to the Union of its intention to sub-contract, and, if the Union so requests, the Employer will meet with the Union to discuss the impact of such subcontracting upon the members of the bargaining unit. Except where unusual circumstances do not permit the Employer to do so, such written notice shall be given seven (7) days prior to sub-contracting the bargaining unit work.
- D. To determine the means and methods of the work to be performed by the employees.
- E. To fix the standards of quality and quantity of work performed by the employees. Except where unusual circumstances do not permit the Employer to do so, the Employer shall notify the Union of any changes in such standards at least seven (7) days in advance of the effective date thereof.

- F. To determine the facilities and equipment to be used to perform the work to be performed by the employees.
- G. To determine the type of work to be performed by the employees.
- H. To schedule and direct the work performed by the employees.
- I. To determine the number, description and duties of the job classifications of employees to perform the work of the Employer; to select, hire, assign, reassign, classify, reclassify, train, promote, demote, transfer, lay-off, and recall employees.
- J. To determine the hours and shifts for employees to work. Except where unusual circumstances do not permit the Employer to do so, the Employer will notify the employees affected thereby of any shift changes at least twenty-four (24) hours before said changes are implemented.
- K. To change employees, hours, and shifts. Except where unusual circumstances do not permit the Employer to do so, the Employer will notify the employees affected thereby of any shift changes at least twenty-four (24) hours before said changes are implemented.
- L. To determine the schedule of work, including overtime, for employees.
- M. To discipline, suspend, and discharge probationary employees.
- N. To discipline, suspend, and discharge employees who have successfully completed their probationary period for just cause.
- O. To maintain discipline, efficiency, and order in the Employer's business.
- P. To make and enforce rules of conduct for the Employer's business and the conduct of employees. Except where unusual circumstances do not permit the Employer to do so, the Employer shall notify the Union of any changes in such rules at least seven (7) days in advance of the effective date thereof.
- Q. To unilaterally, without any obligation to bargain with the Union or the employees, establish, change or terminate any term or condition of employment not covered by a specific and express written term of this Agreement.

The listing of the aforementioned specific rights is not intended to be, nor shall it be construed to be, a restriction on, or a waiver of, any other right of the Employer to manage, direct and supervise the Employer's business and employees, whether or not such rights have been exercised by the Employer in the past, provided, however, that such rights of the Employer may not be exercised by the Employer in violation of an express and specific written term of this Agreement.

Section 2

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express written terms of this Agreement, to the extent such specific and express written terms thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1 — Definitions

- A. A grievance is defined as a claim of a violation of a specific and express written provision or provisions of this Agreement. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and it shall set forth the facts pertaining to such alleged violations and the specific events giving rise to the alleged violations.
- B. Back pay shall be limited to the amount of wages the employee would have earned less any amount received by him/her from employment, self-employment or unemployment compensation that he/she would not have earned if he/she had been employed.
- C. Grievances shall be presented and adjusted in accordance with the procedures set forth in this Article. A grievance which is not presented in compliance with the time limits and procedures set forth in this Article shall be waived and the action or inaction of the Employer shall be accepted by the Union and the employees and thereafter that grievance shall not be presented for consideration.
- D. All workdays referred to in this Article are defined as Monday through Saturday, excluding holidays recognized in Article XXIV and Sundays.

Section 2

The inclusion in this Agreement of the grievance procedure set forth in this Article does not prevent any individual employee from presenting a grievance to the Employer and having the grievance adjusted, without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.

Section 3

Failure to institute a grievance or appeal a decision within the specific time limit shall be deemed an acceptance by the Union and the employees of the Employer's decision. By mutual

agreement, extensions in time may be granted in writing. Subject to Article VII, section 1B, a grievance shall be processed in accordance with the following steps:

- A. Step 1: An employee with a grievance shall discuss the grievance with his/her Union Steward and immediate supervisor within seven (7) working days of the date on which the employee first has knowledge of the occurrence giving rise to the grievance. If the matter is not resolved within two (2) days after the discussion, the Union Steward may present the grievance at Step 2.
- B. Step 2: In the event that the matter is not resolved at Step 1, the employee, through his/her Union Steward, shall present the grievance to the immediate supervisor. If the employee, through his/her Steward elects to present the grievance at Step 2, the grievance must be reduced to writing and must be delivered to the immediate supervisor within seven (7) working days of the Step 1 discussion. Unless unusual circumstances do not permit, the written grievance shall be submitted in typewriting on the AFSCME official grievance form. The immediate supervisor shall deliver a written decision to the Union within three (3) working days after receipt of the written grievance as herein above specified.
- C. Step 3: In the event that the matter is not resolved at Step 2, the Union may appeal the grievance to Step 3. If the Union elects to appeal the grievance to Step 3, the Union shall deliver a written appeal of the grievance to the Director within ten (10) working days of the receipt by the Union of the Step 2 answer. A meeting to discuss the appeal shall be arranged within seven (7) working days of the receipt of the appeal by the director. The meeting may be attended by two (2) members of the Local and by a representative of the Council and/or International. The Director shall deliver a written decision to the Union within five (5) working days after the date of the conclusion of such meeting.
- D. Step 4: In the event that the matter is not resolved in Step 3, the Union may appeal the grievance to the Board of Trustees of the Employer. If the Union elects to appeal the grievance to Step 4, the Union shall deliver a written appeal of the grievance to the Chairman of the Board of Trustees within ten (10) working days of the receipt by the Union of the Step 3 answer. Within the same period of time, the Union shall deliver a copy of the written appeal to the Director. The Board of Trustees will consider the appeal at its next regularly scheduled meeting and the Chairman of the Board of Trustees shall deliver a written decision to the Union within five (5) working days after the date of the conclusion of such meeting. The Chairman of the Board of Trustees shall also mail by certified mail within five (5) working days after the date of conclusion of such meeting a copy of the written decision to Michigan AFSCME Council, 1034 N. Washington Avenue, Lansing, Michigan 48906.
- E. Step 5: In the event that the matter is not resolved at Step 4, the Union may appeal the grievance to Arbitration. If the Union elects to appeal the grievance to Arbitration, the Union shall deliver a written notice of the Union's intent to arbitrate to the Chairman of the Board of Trustees within thirty (30) working days of the receipt by the Union of the Step 4 answer. Within the same period of time, the Union shall deliver a copy of the written notice of the Union's intent to arbitrate to the Director. The parties shall attempt to mutually agree upon an arbitrator to decide the grievance. If, within ten (10)

working days of the date of receipt by the Chairman of the Board of Trustees of the written notice of the Union's intent to arbitrate, the parties are unable to mutually agree upon an arbitrator, the Union shall, within twenty (20) working days of the date of receipt by the Chairman of the Board of Trustees of the written notice of the Union's intent to arbitrate, request that the Federal Mediation and Conciliation Service provide a panel of prospective arbitrators from which the parties shall select an arbitrator according to the rules and regulations of the Federal Mediation and Conciliation Service. The parties shall arrange with the arbitrator a mutually convenient date, time, and place for the Arbitration Hearing. Within thirty (30) days after the conclusion of the Arbitration Hearing, the arbitrator shall issue a written opinion and award.

Section 4

The Employer, the employees, the Union and the arbitrator shall be subject to the following:

- A. The power of the arbitrator shall be limited solely to ruling upon a grievance(s) as defined in Section 1 of this Article.
- B. The power of the arbitrator shall be limited solely to the interpretation and application of the express and specific written provisions of this Agreement and the arbitrator shall not add to, subtract from, modify, revise or ignore any of the express and specific written provisions of this Agreement.
- C. The arbitrator shall not have the power to change an existing wage rate or to rule upon the exercise of the management's rights not otherwise limited by the specific and express written terms of this Agreement.
- D. The arbitrator Shall not have the power to rule on any matters which are excluded from the grievance procedure by a specific and express written term of this Agreement.
- E. The decision of the arbitrator on an arbitrable grievance within the jurisdiction of the arbitrator shall be final and binding upon the employees, the Union and the Employer, provided, however, that all parties retain all legal rights to challenge the Arbitration Award where the Award was procured by fraud, undue means, or where the arbitrator was guilty of misconduct or exceeded the powers or jurisdiction granted to the arbitrator by this Agreement.

Section 5

The fees and expenses of the arbitrator shall be paid by the party determined by the arbitrator to be the non-prevailing party. All other expenses incurred shall be paid by the party incurring them.

Section 6

Notices shall be delivered as follows:

- A. Union: Delivery of notices to the Union may be accomplished by personal delivery to the chapter Chairperson or a Steward or by mailing to the Chapter Chairperson, a Steward, or the Union business agent by certified mail. Delivery by mail is complete upon mailing.
- B. Michigan AFSCME Council: Delivery of notices to Michigan AFSCME Council may be accomplished by personal delivery to the office coordinator or by mailing to Michigan AFSCME Council at 1034 N. Washington, Lansing, Michigan, 48906, by certified mail. Delivery by mail is complete upon mailing.
- C. Employer: Delivery of notices to the Director or, in the Director's absence, to the Acting Director, may be accomplished by personal delivery to the Director or, in the Director's absence, to the Acting Director, or by mailing to the Director by certified mail. Delivery by mail is complete upon mailing.
- D. Chairman of the Board of Trustees: Delivery of notices to the Chairman of the Board of Trustees or, in the Chairman's absence, to the Vice Chairman, may be accomplished by personal delivery to the Chairman or, in the Chairman's absence, to the Vice-Chairman, or by mailing to the Chairman by certified mail. Delivery by mail is complete upon mailing.

ARTICLE VI - NO STRIKE PLEDGE

Section 1

The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the Employer's business. Therefore, the Union agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employees take part in, any strikes, slow down or stoppage of work, boycott, picketing or other interruption of the business of the Employer during the term of this Agreement. Failure or refusal on the part of the employee to comply with any provisions of this Article shall provide just cause for discharge.

ARTICLE VII - UNION REPRESENTATION

Section 1

The employees covered by this Agreement will be represented by the Chapter Chairperson. There may also be two Stewards, one for each shift. For each shift there may also be two alternate Stewards. The Union shall have the exclusive right to assign said Stewards.

- A. The Employer shall be notified of the names of the Stewards and the alternate Stewards. Alternate Stewards will serve only in the absence of the regular Stewards.

- B. The Chapter Chairperson and the Stewards shall investigate and present grievances to the Employer outside of the regular working hours of the Chapter Chairperson and Stewards and the Chapter Chairperson and Stewards shall not be paid for this time.
- C. If it is necessary for the Chapter Chairperson(s) and/or a Steward to be called off of an assigned shift to attend a meeting called by the Employer, the pay of the Chapter Chairperson and/or the Steward shall not be reduced because of attendance at such meeting.
- D. If it is necessary for a Steward and/or Chapter Chairperson to be called off an assigned shift for purposes of attending a discussion requested by an employee under the circumstances outlined in Article VII, Section 2, the pay of the Steward shall not be reduced because of attendance at such discussion.

Section 2 — Union Bargaining Committee:

- A. Employees covered by this Agreement shall be represented in contract negotiations by three negotiating committee members, the Chapter Chairperson and two (2) other employees. A Council and/or International representative also shall be a recognized representative.

ARTICLE VIII - DISCIPLINE

Section 1

The Employer may discharge a probationary employee without just cause and the provisions of this Article do not apply to the discharge of a probationary employee. Otherwise, the Employer shall discipline only for just cause.

- A. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee's Steward and Chapter Chairperson of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- B. The employee and the employee's Steward and/or Chairperson, upon demand, are entitled to copies of any written record of the employee's discipline.

Section 2

The discharged or suspended employee will be allowed to discuss the employee's discharge or suspension with the Steward or the Chapter Chairperson, and the Employer, except when unusual circumstances make such accommodation inadvisable, will make available a meeting room where they may do so before the employee is required to leave the property of the Employer. Upon request, the Employer or its designated representative will discuss the discharge or suspension with the employee and the Steward, except where unusual circumstances make such accommodation inadvisable.

Section 3 — Grievance of Discipline:

- A. A disciplined employee and/or the Steward or Chapter Chairperson may submit a grievance to such action.
- B. If a grievance is submitted regarding suspension or discharge, such a grievance shall be initiated at Step 3 of the Grievance Procedure and the Grievance Shall be delivered in writing to the Director within five (5) working days of the date of delivery of the written notification of suspension or discharge to the Steward.
- C. If a grievance is submitted regarding discipline other than suspension or discharge, such grievance shall be initiated at Step 2 of the Grievance Procedure. The Grievance shall be delivered in writing to the immediate supervisor within five (5) working days of the employee's knowledge of the disciplinary action.

Section 4— Tardiness and Absenteeism Policy:

- A. Absenteeism: Absences due to illness or injury to the employee or the employee's mother, father or children, verified in writing by a doctor, will be excused absences and will not be counted toward the progressive discipline schedule. However, numerous or prolonged absences of this type may result in the Employer taking action under Section 5 of this Article VIII. Absences due to unforeseen circumstances making it impossible for the employee to report to work will also be excused absences. However, repeated car trouble or repeated personal business will be counted as an unexcused absence. Three (3) unexcused absences within a quarter will result in disciplinary action.
- B. Tardiness: Unexcused tardiness (either at the beginning of a shift, after a break, or leaving early) will be counted toward the progressive discipline schedule. Three (3) unexcused tardies per quarter will result in disciplinary action. Tardiness due to unforeseeable circumstances making it impossible to report to work on time or requiring an employee to be tardy returning from a break or requiring an employee to leave early will be excused if the Employer is notified before-hand. Repeated car trouble or repeated personal business will be unexcused tardiness and will be counted toward the progressive discipline schedule. Three (3) unexcused tardies within a quarter shall result in disciplinary action.

Section 5 — Progressive Disciplinary Schedule

Any combination of unexcused absences and tardies within a rolling one (1) year period may result in disciplinary action in accordance with the following schedule:

- 1. Any combination of unexcused absences and tardies totaling three (3) -- Oral and/or Written Warning
- 2. Any combination of unexcused absences and tardies totaling four (4) -- Three (3) days suspension without pay.
- 3. Any combination of unexcused absences and tardies totaling five (5) -- Discharge.

ARTICLE IX - SENIORITY

Section 1 — Probationary Employees:

- A. A new employee hired in the bargaining unit, or a former employee rehired in the bargaining unit after loss of seniority, shall be a probationary employee for the first six (6) months of continuous employment. A probationary employee shall not have any seniority and shall not be entitled to use the Grievance Procedure to grieve disciplinary action, including suspension or discharge. When an employee finishes the probationary period, the employee shall be entered on the appropriate seniority list of the bargaining unit with the seniority date being the most recent date of hire to a position within the bargaining unit.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment only. The Union shall not represent probationary employees who are disciplined, including suspension or discharge, in the Grievance Procedure.
- C. Seniority shall be used only for the purposes provided for in the express and specific written provisions of this Agreement.

Section 2

All bargaining unit employees shall be in the same seniority group except for dispatchers. All bargaining unit dispatchers shall be in a separate seniority group.

Section 3 — Seniority Employee

- A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- B. The seniority list for each seniority group on the effective date of this Agreement will show the seniority dates, names and job titles of all seniority employees.
 - i. An employee who moves from one seniority group to another seniority group shall begin seniority in the new group from the first day worked in the new seniority group.
 - ii. An employee who moves into a seniority group in which the employee had previously earned seniority shall be credited with that previously earned seniority in that seniority group.
- C. The Employer will keep the seniority list up-to-date at all times and will provide the Chapter Chairperson with up-to-date copies, no more frequently than every ninety (90) days, upon written request.
- D. For the purpose of layoff and recall only, seniority shall be on a classification basis. Classification seniority is the length of time the employee has worked in that classification since the employee's seniority date as defined in Section 3 item B.

- E. An employee who has been promoted from a lower rated classification shall be allowed, during the period of a layoff, to exercise classification seniority in any classification worked prior to the promotion.
- F. For purposes of computing benefits such as vacation pay, insurance and retirement contributions, an employee's seniority shall be the employee's continuous length of employment in a position in the bargaining unit since the employee's seniority date as defined in Section 1-A.

ARTICLE X - LOSS OF SENIORITY

Section 1

An employee shall lose seniority only if the employee:

- A. Quits, retires, or is deemed to have quit.
- B. Is discharged and the discharge is not reversed through the Grievance Procedure set forth in this Agreement.
- C. Is absent for three (3) consecutive working days without notifying the Employer, except when there are extenuating circumstances. After such absence, the Employer will mail by ordinary mail written notification of loss of seniority and termination of employment to the employee at the employee's last known address.
- D. Does not return to work when recalled from layoff as set forth in the recall procedure, except when there are extenuating circumstances.
- E. Does not return as scheduled by the Employer from sick leave or a leave of absence. After such failure to return, the Employer will mail by ordinary mail written notification of loss of seniority and termination of employment to the employee at the employee's last known address.
- F. Is off work due to layoff, injury, illness, or any other reason other than an authorized leave of absence for more than one (1) year.

ARTICLE XI - LAYOFF AND RECALL

Section 1 —Layoff:

- A. The word "layoff" means a reduction in the work force.
- B. When a layoff takes place, temporary and seasonal employees in affected classifications shall be laid off first and then probationary employees in affected classifications shall be

laid off next. Thereafter, employees having seniority shall be laid off in the inverse order of their classification seniority, i.e., the least senior employee on the classification seniority list shall be laid off first provided, however, that the remaining employee(s) has the ability to perform all of the job requirements of the classification.

- C. Except when unusual circumstances do not permit the Employer to do so, employees to be laid off will receive at least seven (7) calendar days advance written notice of the layoff, a copy to be provided to the local union.

Section 2 — Recall:

If the work force is increased while an employee(s) is on layoff and has not lost seniority, recall will be according to classification seniority, with the most senior employee on layoff in the classification being recalled first, provided that the employee is then qualified to perform all of the requirements of the job classification without further training or certification. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within seven (7) working days from the date of mailing of the notice of recall, the employee shall be conclusively deemed to have quit.

ARTICLE XII - TRANSFER

Section 1 — Transfer of Employees

If an employee transfers to a position with the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, the employee shall accumulate seniority while working in the position to which the employee transferred and shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

ARTICLE XIII - TEMPORARY MILITARY LEAVE OF ABSENCE

Section 1

An employee who is a member of a reserve component of the armed forces of the United States shall be entitled to a temporary military leave of absence when ordered, whether voluntarily or involuntarily, to active duty training or inactive duty training. A temporary military leave of absence shall be without pay and shall not exceed fifteen (15) days in any calendar year.

The employee may elect to be placed on regular military leave of absence without pay or may utilize accrued annual leave or accrued compensatory time for the period of training. The leave and right to restoration to the former position shall terminate, if the employee fails to return as scheduled.

ARTICLE XIV - LEAVE OF ABSENCE WITH PAY

Section 1

The Director may authorize salary payments in part or whole to an employee in order to permit the employee to attend school, visit governmental agencies, or in any other manner approved by the Board to improve the knowledge or skills required in the performance of the employee's work, provided that in the opinion of the Board such experience will be of benefit to the Employer.

The granting or denial of any request for leave of absence with pay shall be the sole judgment of the Director and shall not be subject to the Grievance Procedure.

- A. The granting or denial of any request for leave of absence without pay shall be the sole judgment of the Board.
- B. An employee may be granted a leave of absence without pay for a period of up to one (1) year for educational purposes.
- C. A childcare leave of absence without pay may be granted for a period of up to three (3) months for the purpose of infant childcare. This leave may be requested as an extension of leave time following expiration of medical leave in connection with childbirth.
- D. A leave of absence for medical purposes (physical or mental) may be granted for a period of up to one (1) year.
- E. An employee granted a leave of absence without pay shall retain seniority while on leave of absence but shall not accrue any seniority or benefits during the period of the leave of absence.
- F. When the leave of absence expires, the employee will be eligible for a position for which the employee meets the minimum qualifications when such a position becomes open.
- G. The parties recognize and follow the provisions of the Americans with Disabilities Act and the relevant Michigan Laws.
- H. The leave provisions of this Agreement shall run concurrently with any leave under the Federal Family and Medical Leave Act, even if the employee does not request leave under the Family and Medical Leave Act.

ARTICLE XV – WAGES

Effective October 1st, 2023, wage rates shall be as follows:

JOB TITLE		WAGE (Per Hour)
Dispatcher		\$21.00
Dispatcher Trainee (No experience)		\$17.00
Bus Driver CDL (Full Time)		\$18.00
Bus Driver CDL Trainee (Full Time)		\$16.50
Bus Driver Chauffer (Full Time) – 6 months to get CDL		\$16.00
Bus Driver (Part Time)		\$14.58
Maintenance Assistant		\$16.00
Clerical (Telephone Answerer, Receptionist)		\$15.00
Bus Washer		\$14.00
<i>Any bargaining unit member employed at TCATA for 5 years or more of continuous employment shall receive an additional \$1.00 more per hour</i>		
<i>*CDL Trainee Bus drivers include existing drivers who have started the CDL training process and newly hired drivers</i>		

During the month of October in the contract years of 2024 and 2025, and upon notification of the Union, both parties agree to reopen the Collective Bargaining Agreement for the sole purpose of negotiating wages & benefits.

ARTICLE XVI - TEMPORARY ASSIGNMENTS

Section 1

Temporary driving assignments of five (5) days and under for the purposes of filling vacancies of employees who are on vacation or who are absent because of illness or other reasons will be made at the Employer's discretion except as otherwise provided for in this agreement. Employees selected shall receive the regular rate of pay for that job if it is a higher classification.

Section 2

- A. Temporary driving assignments of six (6) days or more for the purposes of filling vacancies of employees who are on vacation or who are absent because of illness or other reasons and special assignments shall be offered on the basis of seniority.

- B. If a temporary driving assignment occurs on the "A" Shift, the employee with the highest seniority on the "B" Shift will be offered the opportunity to fill the assignment and the part-time employee with the high seniority shall fill the vacancy on the "B" Shift.

ARTICLE XVII - SELECTION OF RUNS - BIDDING PROCEDURES

FULLTIME PERSONNEL

Definitions: A "line haul" is defined as a regular assigned route that does the same route each day. A "shift" is defined as a time to report to work.

Section 1

LINE HAULS AND DRIVER SHIFTS

All vacancies in line hauls and shifts shall be open for bids and shall be awarded to the most senior bidder. The line haul shall be open for bid January 1st of each year. In the event no one bids on the line haul, it shall be assigned to the least senior member of the bargaining unit. Vacancies shall be posted on the bulletin board for a period of five (5) calendar days. The Employer shall determine, in its sole discretion, whether a vacancy is to be filled; however, should a vacancy be posted under this Section, the Employer shall fill the vacancy from the bidders. Employees wishing to bid on such jobs or vacancies shall write their name on the bid.

Drivers with seniority will be the only drivers allowed to bid except where additional routes are added.

Drivers shall bid on one line haul and one shift only, except in the case where split shifts to accommodate "peak" runs are needed. No employee will be allowed to bid on two (2) full-time positions, one full-time and one part-time, or any other combination of shifts except as stated above.

The vacancy shall be filled within five (5) calendar days after the bid has been taken down.

VACANCIES IN DISPATCHER POSITION:

Vacancies in this position shall be filled as stated above except the Employer will select the most qualified senior employee who signed the bid. The employee, so awarded the dispatcher trainee position shall be required to serve at most a six (6) month training period, to prove that the employee has the ability to perform the requirements of the position. If the employee returns to

their previously held position at their own request or because the employee cannot perform the requirements of the position, said employee shall suffer no loss of seniority. After which a new bid will be posted.

Section 2

Notwithstanding any other provision of this Article, the Employer shall retain the right to assign drivers as needed if, in the sole judgment of the Employer, circumstances do not permit the Employer to follow the procedures set forth above.

ARTICLE XVIII - POSTING OF WORK

Section 1

- A. Driver name and seniority date.
- B. Shift.
- C. Whether full or part-time employee.
- D. The parties agree that the Employer shall maintain as a minimum, fourteen (14) full-time driver positions. When a full-time position becomes vacant, it shall be posted as such and awarded in accordance to Article XVII, Section 1.

ARTICLE XIX - NON-BARGAINING UNIT EMPLOYEES

Section 1

Non-bargaining unit employees shall not be permitted to perform driving functions in the bargaining unit, except in those situations where it is necessary for the purpose of training or instruction of employees, including the proper demonstration of methods or tasks to be assigned, or in those situations where special conditions require the utilization of these employees to efficiently and properly meet the needs of the Employer's business.

ARTICLE XX - WORKING HOURS

Section 1

- A. The starting time, the quitting time, the shift schedule, the length of the daily and weekly work schedule, the amount of overtime to be worked and all other scheduling

of work shall solely be determined by the Employer. All schedules may be changed by the Employer from time to time at its sole determination.

- B. The Employer may at its sole determination assign overtime work. An employee who perceives that he/she has been subject to unfair treatment in the assignment of overtime shall work the overtime but may report the alleged unfair treatment directly to the Director and / or designee who shall immediately investigate the allegations and provide written findings to the Employee and Union within three (3) working days of the alleged unfair treatment. There shall be no reprisal against an employee who makes such a report.
- C. An employee who fails to work as scheduled, including overtime, is subject to discipline. The failure of an employee to work until the end of a shift is just cause for discipline which could lead to discharge.
- D. The action or inaction of the Employer in exercising rights under this Article may be subject to the Grievance Procedure; however, any discipline imposed by the Employer is subject to the Grievance Procedure.

Section 2

A regular, full-time employee who reports for work at the scheduled starting time and who was not notified at least eight (8) hours before the scheduled starting time not to report to work shall be given at least four (4) hours of work.

A regular, full-time employee who reports to work at the regularly scheduled starting time and who works at least six (6) hours will be paid for eight (8) hours of work even if no further work is available.

Section 3

The current practice of breaks, including ten (10)/seven (7) breaks for drivers, shall remain in effect.

Section 4

Each employee shall be entitled to a thirty (30) minute unpaid lunch. Drivers will be brought into base for the thirty (30) minutes. The drivers will then be free to take the thirty (30) minute lunch period anywhere as long as the driver is back on the bus at the end of thirty (30) minutes. The timing of the lunch period will vary according to business.

ARTICLE XXI- UNION BULLETIN BOARD

The Employer will provide a bulletin board in the office which may be used only by the Union for posting notices pertaining to Union business except that the Employer may use this bulletin board to post notices of job vacancies.

ARTICLE XXII - RATES FOR NEW CLASSIFICATIONS

When a new classification is created, the Employer will notify the Union of the classification and rate structure prior to it becoming effective. In the event the Union does not agree that the rate is proper, the Union may request to bargain with the Employer about the rate. If the parties are unable to agree, the Employer may unilaterally establish the rate.

ARTICLE XXIII - ALCOHOL AND DRUGS

All employees shall be subject to the Twin Cities Area Transportation Authority Drug and Alcohol Policy and Drug Free Workplace Policy.

ARTICLE XXIV - BENEFITS

Section 1 — Eligibility

Only regular, full-time employees are eligible for benefits. Unless specifically stated to the contrary, probationary and part-time employees are not entitled to benefits. However, part-time employees shall be entitled to personal leave.

Section 2 — Sick Leave

A full-time employee earns two and one half (2-1/2) days of paid sick leave for each full calendar quarter of completed service. An employee shall not use sick leave until the employee has completed the probationary period. Sick leave may be accumulated without limitation. No payment shall be made for unused accumulated sick leave at separation from employment.

Sick leave may be used when it is necessary for the employee to be absent from work because of the employee's sickness, injury or exposure to contagious disease endangering others or because of sickness or injury of a member of the employee's immediate family. An employee's immediate family is an employee's spouse, children, dependent stepchildren, parents, sisters, brothers, spouse's parents, and grandparents. Sick leave may also be utilized by an employee for the employee's appointments with a doctor, dentist, or other recognized health care practitioner(s) provided that prior approval is received from the Director or their designated assistant.

All payments for sick leave must be approved by the Director or their designated assistant and no pay will be approved for segments of less than one half (1/2) day. No sick leave shall be used in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave will be posted in advance or in anticipation of future

sick leave credits. In the absence of accumulated sick leave credits, an employee shall not be paid for time lost from work.

The Employer may require proof of the necessity of the employee's absence from work. False statements or falsification of evidence by an employee in connection with the use of sick leave shall be just cause for discharge.

An employee may use two (2) days of accumulated sick leave per year as personal leave days. Personal leave days must be approved in advance by the Director or their designated assistant. The employee must make the request for approval at least two (2) shifts prior to the employee's scheduled shift or at least twenty-four (24) hours in advance. Personal leave days may be taken on a workday immediately prior to or following a recognized holiday or scheduled vacation.

Section 3 — Personal Leave for Part-time Employees

A part-time employee shall earn three (3) personal leave days per year. The employee shall not use personal leave until the employee has completed the probationary period. The employee shall receive three (3) personal leave days at the start of the employee's anniversary date. The leave may accumulate from year to year to a maximum of four (4) personal days.

At no time shall an employee hold more than four (4) personal leave days in their personal leave bank. Once an employee has reached the maximum number of four (4) days, they shall cease accruing personal leave days until they are under the four-day maximum.

Personal leave days must be approved in advance by the Director or their designated assistant. All payments for personal leave must be approved by the Director or their designated assistant. The employee must make the request for approval at least two (2) shifts prior to the employee's scheduled shift or at least twenty-four (24) hours in advance. In cases of inclement weather in which Twin Cities Area Transportation Authority is closed because of inclement weather, personal leave may be requested for same day usage. Personal leave days may be taken on a workday immediately prior to or following a recognized holiday.

Section 4 — Funeral Leave

A regular full-time employee shall be granted a maximum of three (3) workdays as paid funeral leave following the death of an immediate family member as defined in Section 2 above. If the employee attends a funeral at a location more than five hundred (500) miles away from Benton Harbor, a regular full-time employee shall be granted a maximum of five (5) workdays as funeral leave, but only a maximum of three (3) workdays shall be paid funeral leave but the employee may use accumulated sick leave for the other two (2) days. Funeral leave must be approved in advance by the Director or their designated assistant who may require proof of death, relationship and attendance at the funeral. False statements or falsification of evidence by an employee shall be just cause for discharge. Paid time off for the death of other relatives of an employee or the employee's spouse must be taken from accumulated sick leave.

Section 5 — Vacation

A full-time employee earns paid vacation for each full calendar quarter of work and shall be credited with vacation at the end of each full calendar quarter beginning with the first full quarter after the employee's date of hire. The accrual rate is in accordance with the following schedule:

- A. Employees with five (5) full years or less of continuous, full-time employment -- Twenty (20) hours per quarter.
- B. Employees with more than five (5) but eight (8) full years or less of continuous, full-time employment -- Twenty-five (25) hours per quarter.
- C. Employees with more than eight (8) full years of continuous, full-time employment -- Thirty (30) hours per quarter.
- D. Employees with more than twenty (20) full years of continuous, full-time employment -- Forty (40) hours per quarter.

Up to one hundred twenty (120) hours of vacation may be accumulated. When this maximum is reached, the Employer, at its option, may require the employee to use additional accrued vacation or may pay the employee for additional accrued vacation.

An employee shall not use nor be compensated for any vacation until after the employee has completed one (1) full year of continuous, full-time employment. Any accrued vacation shall be paid upon separation for any employee who has completed one (1) or more full years of continuous, full-time employment.

Requests for vacation shall be submitted in writing to the Director or their designated assistant at least two weeks, or fourteen (14) calendar days in advance and all requests are subject to the approval of the Director or their designated assistant. In cases of conflict in requests, seniority shall govern.

No vacation shall be taken in advance of being earned.

Section 6— Paid Holidays

All regular, full-time employees shall be paid for the following holidays:

New Years Day, Martin Luther King's Birthday, Memorial Day, Juneteenth Independence Day, Labor Day, Thanksgiving Day, *the day after Thanksgiving, *Christmas Eve, Christmas Day, and one half (1/2) day on Good Friday.

*Any employee who works on either of these two (2) holidays shall receive pay at the rate of time and one-half (1.5 hrs.). The employer will solicit volunteers first. If no one volunteers or there is not enough coverage, then the employer rotates the assignment(s) beginning with the lowest seniority member of the bargaining unit and continuing up the seniority list.

Section 7 — Insurance

The Employer shall continue to provide regular, full-time employees with health insurance substantially similar to that in effect on the effective date of this Agreement with the choice of carriers being at the sole discretion of the Employer. The current coverage is PriorityHMO 1500, \$20.00 PCP, \$50 Specialist, RX (T1a/b \$5/\$35 - T2/3 \$75/\$85 – T 4/5 20%, Max \$250/\$450), \$1,500/\$3,000 deductible, 80/20 with \$8,200 individual / \$16,400 family maximum out of pocket. See Benefits Summary

During the life of the Agreement, a Labor/Management Committee shall be established for the sole purpose of reviewing types of health care plans. This Committee will consist of the Chapter Chairperson (or designee) and one additional member of the Union, and two representatives of the Employer. The Committee's responsibility will be limited to recommendation only with the choice of carriers being at the sole discretion of the Employer.

ARTICLE XXV - MISCELLANEOUS

Section 1 — Printed Contract

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of this Agreement to all new employees entering the employment of the Employer.

Section 2 — Pay Periods

Employees are paid bi-weekly (26 pay periods annually) for the number of hours worked in the previous two (2) week period, starting with a Monday and ending on a Sunday. Pay day will be the following Thursday or Friday.

Section 3 — Zipper

The Employer and the Union acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by law from the area of collective bargaining and that all of the agreements reached 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 duration of this Agreement, each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject covered in this Agreement. This Agreement constitutes the sole, only and entire agreement between the parties and cancels and supersedes any other Agreements, understandings, arrangements and past practices heretofore existing. NO Agreement, understanding, arrangement or practice shall after, vary, waive, modify, expand, add to or subtract from this Agreement unless reduced to writing and signed by an authorized Union representative and by the Board of Trustees and ratified by the Union and the Board of Trustees.

Section 4

The Employer, at its discretion, may provide the following benefits to Bargaining Unit members:

- Attendance Incentives
- Meals
- Coffee and Donuts

The Employer's provision of the above-referenced shall be based upon criterion equitably applied and free of arbitrary and capricious reasons.

Section 5 — Successor Clause

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by a change of any kind of the ownership or management of either party hereto of any separable, independent segment of either party hereto.

Section 6 - PUBLIC EMPLOYEES ORGANIZED FOR POLITICAL AND LEGISLATIVE EQUALITY (P.E.O.P.L.E.) CHECK-OFF

The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at anytime by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by this remittance.

ARTICLE XXVI - DURATION

This Agreement shall remain in effect through October 1st, 2023, and from year to year thereafter unless either party notifies the other in writing, at least sixty (60) calendar days prior to September 30, 2026, or at least sixty (60) days prior to the expiration of any subsequent automatic renewal period, of its intention to amend, modify, or terminate this Agreement. If such notice is given by the Employer, it shall be sent by certified mail to the Union at 1034 N. Washington Avenue, Lansing, Michigan 48906. If such notice is given by the Union, it shall be sent by certified mail to the Employer at 275 East Wall Street, Benton Harbor, Michigan, 49022. Either party may notify the other of a change in address for mailing of such a notice by sending a written notice of change of address to the other by certified mail.

ARTICLE XXVII - EFFECTIVE DATE

This Agreement shall become effective as of the 1st, day of October, 2023.
Signed this the ____ day of _____, 2025.

BY THE EMPLOYER:

Printed Name: _____

Role: _____

Signature: _____

Date: _____

BY THE UNION:

Printed Name: _____

Role: _____

Signature: _____

Date: _____

Printed Name: _____

Role: _____

Signature: _____

Date: _____

Printed Name: _____

Role: _____

Signature: _____

Date: _____

**BYLAWS OF
TWIN CITY AREA TRANSPORTATION AUTHORITY**

ARTICLE I - OFFICES

- 1.01 *Title.* The name of the public body corporate created pursuant to Michigan 1963 Public Act 55, MCL 124.351 *et seq.*, (the "Act"), is the Twin City Area Transportation Authority (the "Authority").
- 1.02 *Principal Office.* The principal office of the Authority shall be at such place within the City of Benton Harbor ("City"), State of Michigan, as the Board of Trustees may determine from time to time. The current principal office is located at 275 East Wall Street, Benton Harbor, Michigan.
- 1.03 *Other Offices.* The Board of Trustees may establish other offices in the City of Benton Harbor, State of Michigan.

ARTICLE II - PURPOSES; CORPORATE STRUCTURE; POWERS

- 2.01 *Purposes.* The Authority is incorporated for the purposes set forth in the Restated Articles of Incorporation ("Articles") adopted by the City on September 9, 2019.
- 2.02 *Powers.* The Authority shall have and may exercise all the powers set forth in the Articles.

ARTICLE III - BOARD OF TRUSTEES

- 3.01 *General Powers.* As provided in Article VII of these Bylaws and the Articles, the business, property, and affairs of the Authority including all rights, powers, duties, and responsibilities related to the management of such business, property, and affairs shall be vested in and managed by the Board of Trustees ("Board").
- 3.02 *Number Selection and Term.* The Board shall consist of five Trustees appointed as provided in the Articles.
- 3.03 *Resignation.* Any Trustee may resign at any time by providing written notice to the City and the Board Secretary. The resignation will be effective on receipt of the notice or at a later time designated in the notice. A successor shall be appointed as provided in the Articles.
- 3.04 *Removal.* Any Trustee may be removed as provided in the Articles. A successor shall be appointed as provided in the Articles.
- 3.05 *Board Vacancies.* A vacancy on the Board shall be filled as provided in the Articles.
- 3.06. *Open Meetings.* Public notice of meetings of the Board shall be given, meetings of the Board conducted, and meetings minutes maintained in accordance with the Michigan Open Meetings Act, 1976 PA 267, MCL 15.261 *et seq.*

- 3.07. *Minutes.* Minutes of each Board meeting shall be kept by the Secretary or clerk appointed by the Board for such purpose under the direction and supervision of the Secretary showing the date, time, place, Trustees present, Trustees absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is held. The minutes shall include all roll call votes taken at the meeting. The Board shall make any corrections in the minutes at the next meeting after the meeting to which the minutes refer. The Board shall make corrected minutes available at or before the next subsequent meeting after correction. The corrected minutes shall show both the original entry and the correction. The minutes shall be signed by the Chairperson and the Secretary, shall be retained under the custody and control of the Secretary and shall constitute the journal of proceedings.
- 3.08 *Annual Meeting.* An annual meeting shall be held each year on 4th Wednesday in October at a time set by the Board at the City Hall Council Chambers or at such other the time and place as determined by resolution of the Board and upon proper notice as required by the Michigan Open Meetings Act, 1976 PA 267, MCL 15.261 *et seq.* If the annual meeting is not held on the date scheduled, the Board shall cause the meeting to be held as soon thereafter as is convenient.
- 3.09 *Regular Meetings and Other Meetings.* Regular monthly meetings of the Board shall be held on the 4th Wednesday of each month at the City Hall Council Chambers or at such other the time and place as determined by resolution of the Board and upon proper notice as required by the Michigan Open Meetings Act, 1976 PA 267, MCL 15.261 *et seq.*
- 3.10 *Special Meetings.* Special meetings of the Board may be called by the Chairperson, or any three (3) Trustees, by serving written notice of the time, place and purpose thereof, upon each Trustee, personally, or by leaving it at the Trustee's residence, at least twenty-four (24) hours prior to the time of such meeting, or by depositing the same in a United States Post Office or mail box within the limits of the Authority, at least seventy-two (72) hours prior to the time of such meeting, enclosed in a sealed envelope properly addressed to the Trustee at the Trustee's residence or office address, with postage fully prepaid thereon. Special meetings of the Board at which all Trustees are present shall be deemed to be valid even though no written notice thereof may have been given as above provided. Notice of special meetings shall be given as provided in Open Meetings Act, 1976 PA 267, MCL 15.261 *et seq.*
- 3.11 *Emergency Meetings.* Emergency meetings of the Board may be held in the event of a severe and imminent threat to the health, safety, or welfare of the public when two-thirds (2/3) of the Trustees decide that delay would be detrimental to efforts to lessen or respond to the threat. Notice of emergency meetings shall be given as provided in Open Meetings Act, 1976 PA 267, MCL 15.261 *et seq.*
- 3.12 *Minutes of Meetings.* The Board shall keep written or printed minutes of each meeting as provided in the Open Meetings Act, 1976 PA 267, MCL 15.261 *et seq.*, which shall be made available to the public in compliance with the Open Meetings Act and Michigan Freedom of Information Act, Act 442, Public Acts of Michigan, 1976.

- 3.13 *Closed Sessions.* The Board may meet in closed session for the purposes provided in the Open Meetings Act.
- 3.14 *Waiver of Notice.* The attendance of a Trustee at a Board meeting shall constitute a waiver of notice of the meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, a Trustee may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.
- 3.15 *Quorum and Conduct of Meetings.* A majority of the Trustees then serving constitutes a quorum for the transaction of any business at any meeting of the Board. Actions voted on by a majority of the Trustees then serving shall constitute authorized actions of the Board for the passage of any motion, resolution or ordinance, except when a larger vote is required by the Articles. All meetings shall be conducted in accordance with the most current edition of Roberts Rules of Order.
- 3.16 *Meeting by Telephone or Other Electronic Means.* If permitted by Michigan law, one or more Trustees may attend a Board Meeting by telephone or other electronic equipment through which all persons participating in the meeting can hear and communicate with each other, provided that any meeting conducted under this section complies with the Michigan Open Meetings Act, 1976 PA 267, MCL 15.261 *et seq.*

ARTICLE IV - COMMITTEES

- 4.01 *General Powers.* The Board, by resolution, may establish one or more committees, each committee established for a purpose set forth in the resolution and consisting of one or more Trustees as established in the resolution and appointed by the Chairperson. All committees established by the Board shall serve at the pleasure of the Board and the members of the committees shall serve at the pleasure of the Chairperson. A committee established by the Board may consult with and advise the Board on matters within the scope of the purpose for which it was established. However, no committee shall have the power to adopt a motion, resolution or ordinance that is binding on the Board.
- 4.02 *Meetings.* Committees shall meet as directed by the Board and their meetings shall be governed by the rules provided in Article III for meetings of the Board. Minutes shall be kept by a clerk appointed at each committee meeting and shall be presented to the Board and retained by the Secretary.

ARTICLE V - OFFICERS

- 5.01 *Number.* The officers of the Authority shall be elected by the Board at its regular meeting in October each year. The officers shall be a Chairperson, Vice Chairperson, Secretary, and Treasurer. There may also be such other officers as the Board deems appropriate. Two or more offices may be held by the same person, but such person shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law or by the Board to be executed, acknowledged, or verified by two or more officers.

- 5.02 *Term of Office.* Each officer shall hold office for the term appointed and until a successor is appointed and qualified. An officer may resign at any time by providing written notice to the Authority. Notice of resignation is effective on receipt or at a later time designated in the notice.
- 5.03 *Removal.* An officer appointed by the Board may be removed with or without cause by vote of a majority of the Board. The removal shall be without prejudice to the person's contract rights, if any. Appointment to an office does not of itself create contract rights.
- 5.04 *Vacancies.* A vacancy in any office for any reason may be filled by the Board.
- 5.05 *Executive Director.* The Board shall select and retain an Executive Director who shall be employed as an employee at-will and employment may be terminated at any time without cause. The Executive Director shall be the chief executive officer of the Authority and shall have authority over the general control and management of the business and affairs of the Authority. The Executive Director shall have power to appoint or discharge employees, agents, or independent contractors, to determine their duties, and to fix their compensation. The Executive Director shall administer the Authority with the direction of the Board and in accordance with these Bylaws, the Act and other applicable law. The Executive Director shall be responsible for the day-to-day operation of the Authority; the control, management and oversight of the Authority's functions; the preparation and submission to the Board of an annual budget and the supervision of all Authority employees. The Executive Director shall have the power and authority to execute and deliver, and to delegate signatory power for, contracts, obligations and other instruments that have been approved by the Board, or for which signatory power has been delegated to the Executive Director by the Board, within such parameters and subject to such limitations as shall be determined by the Board in accordance with the Act and other applicable law. The Executive Director shall take such other actions and assume such responsibilities as provided by law and/or as may from time to time be directed by the Board. All terms and conditions of the Executive Director's employment, including length of service and removal, shall be specified in a contract between the Executive Director and the Authority, provided that the Executive Director's contract shall provide for employment at will to serve at the pleasure of the Board.
- 5.06 *Vice Chairperson.* The Vice Chairperson, if any, shall have the power to perform duties as may be assigned by the Chairperson or the Board. If the Chairperson is absent or unable to perform his or her duties, the Vice Chairperson shall perform the Chairperson's duties until the Board directs otherwise. The Vice Chairperson shall perform all duties incident to his or her office. The Vice Chairperson shall perform such other duties and have such other powers as the Board may, from time to time, prescribe.
- 5.07 *Chairperson.* The Chairperson shall preside at all Board meetings. The Chairperson shall have the power to perform duties as may be assigned by the Board. If the Executive Director is absent or unable to perform his or her duties, the chairperson shall perform the Executive Director's duties until the Board directs otherwise. The Chairperson shall perform all duties incident to his or her office. The Chairperson shall perform such other duties and have such other powers as the Board may, from time to time, prescribe.

- 5.08 *Secretary.* The Secretary shall (a) keep minutes of Board meetings; (b) be responsible for providing notice to each Trustee as required by law, the Articles, or these Bylaws; (c) be the custodian of corporate records; (d) keep a register of the names and addresses of each officer and Trustee; and (e) perform all duties incident to the office and other duties assigned by the president or the Board. The Secretary shall perform such other duties and have such other powers as the Board may, from time to time, prescribe.
- 5.09 *Treasurer.* The Treasurer shall (a) have charge and custody over corporate funds and securities; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the Authority at such depositories in the Authority's name that may be designated by the Board; (d) complete all required corporate filings; and (e) perform all duties incident to the office and other duties assigned by the Board. The Treasurer shall perform such other duties and have such other powers as the Board may, from time to time, prescribe.
- 5.10 Discharge of Duties and Conflicts of Interest.

A Trustee shall discharge the duties of the position in a nonpartisan manner, in good faith, in the best interests of the State of Michigan and the citizens of the service area (as defined in the Act), with the degree of diligence, care, and skill that an ordinarily prudent person would exercise under similar circumstances in a like position. A Trustee shall not make or participate in making a decision, or in any way attempt to use his or her position as a Trustee to influence a decision, on a matter before the Authority in which the Trustee is directly or indirectly interested. A Trustee shall not be interested directly or indirectly in any contract with the Authority or the State Department of Transportation that would cause a substantial conflict of interest. A Trustee shall comply with all of the following:

- (a) The Lobbyists, Lobbying Agents, and Lobbying Activities Act, Act 472, Public Acts of Michigan, 1978, as the same may be amended from time to time, as if the Trustee was subject to that act and that Trustee's receipt of a gift or compensation would be in violation of that act if given by a lobbyist, a lobbyist agent, or a representative of a lobbyist under that act.
- (b) The Incompatible Offices Act, Act 566, Public Acts of Michigan, 1978, as the same may be amended from time to time.
- (c) The Conflict of Interest Act, Act 318, Public Acts of Michigan, 1968, as the same may be amended from time to time, as if the Trustee was a state officer.
- (d) The Contracts of Public Servants with Public Entities Act, Act 317, Public Acts of Michigan, 1968, as the same may be amended from time to time, as if the Trustee was a public servant.

ARTICLE VI - CORPORATE DOCUMENT PROCEDURE

All corporate documents (including stocks, bonds, agreements, insurance and annuity contracts, qualified and nonqualified deferred compensation plans, checks, notes, disbursements,

loans, and other debt obligations) shall not be signed by any officer, designated agent, or attorney-in-fact unless authorized by the Board or by these Bylaws.

ARTICLE VII POWERS, DUTIES AND LIMITATIONS

- 7.01 The Authority, as provided in the Act, shall be a body corporate with power to sue and be sued in any court of the State of Michigan and shall be considered to be a public body corporate under the laws of the State of Michigan.
- 7.02 The Authority shall have all powers necessary to carry out the purposes of its formation and all prerogatives incident to carrying out the purpose of its formation, including those specific powers specified by the Act, except as limited herein, and the power to provide, or cause to be provided, public transportation service and public transportation facilities within or without the Authority's service area.
- 7.03 The Authority shall have the power to jointly exercise with any other public agency any power, privilege or authority that the Authority shares in common with such other public agency and may exercise separately. A joint exercise in power may be made by approval by the Board of a contract or contracts in the form of an interlocal agreement, which agreement may provide for the creation of separate legal or administrative entities to administer or execute the agreement. Members of the governing body of such a legal or administrative entity may be appointed in common with other public agencies party to the interlocal agreement.
- 7.04 The Authority shall have all powers and authority granted under the Act, except as expressly limited under the Articles.
- 7.05 Unless provided otherwise by these Bylaws, no enumeration of powers in these Bylaws shall in any way limit or restrict the general power of the Authority as provided by law.

ARTICLE VIII - IMMUNITY, INDEMNIFICATION AND INSURANCE

- 8.01 *Immunity.* A Trustee, Executive Director, officer, appointee or employee of the Authority shall not be subject to personal liability when acting in good faith and within the scope of his or her authority or on account of the liability of the Authority.
- 8.02 *Indemnification.* The Authority shall indemnify and procure insurance indemnifying Board or Trustees, individual Trustees and the Executive Director against liability arising out of the discharge of his or her official duties, or for liability asserted by a person with regard to bonds or other obligations of the Authority, of from any personal liability or accountability by reason of the issuance of bonds or other obligations or by reason of any other action taken or the failure to act by the Authority. A Trustee is presumed to act in good faith absent clear and convincing evidence to the contrary, and the Authority shall indemnify and hold harmless any Trustee from the outset of any claim to the extent provided by law. The Board shall use competitive procurement methods to obtain insurance pursuant to this Section.

- 8.03 *Insurance.* The Authority shall, in addition to the insurance referred to above, purchase, using competitive procurement methods, and maintain insurance on behalf of each Trustee, the Executive Director and each officer and appointee of the Authority against any liability arising out of the status of that person or asserted against that person and incurred by that person in any capacity. Pursuant to the Act, the Authority may procure or become a self-funded insurer against loss in connection with the property, assets, or activities of the Authority.
- 8.04 *Eligible Expenses.* Indemnification or other payment under this Article VIII may be for expenses, including attorneys' fees, actually and reasonably incurred, and for judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred.
- 8.05 *Contract Right; Limitation on Indemnity.* The right to indemnification conferred in this Article VIII shall be a contract right and shall apply to services of the Board of Trustees and individual Trustees, Executive Director or officer as an employee or agent of the Authority as well as in such person's capacity as a Trustee, Executive Director or officer. The Authority shall have no obligations under this Article VIII to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the Board.
- 8.06 *Determination That Indemnification Is Proper.* Any indemnification under this Article VIII, unless ordered by a court, shall be made by the Authority only as authorized in the specific case. The Authority must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in this Article VIII, whichever is applicable. Such determination shall be made in any of the following ways:
- (a) By a majority vote of a quorum of the Board consisting of Trustees who are not parties to such action, suit, or proceeding;
 - (b) If the quorum described in clause (a) above is not obtainable, then by a committee of Trustees who are not parties to the action. The committee shall consist of not less than two disinterested Trustees; or
 - (c) By independent legal counsel in a written opinion.
- 8.07 *Proportionate Indemnity.* If a person is entitled to indemnification under this Article VIII for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the Authority shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.
- 8.08 *Expense Advance.* Expenses incurred in defending a civil action, suit, or proceeding described in this Article VIII may be paid by the Authority in advance of the final disposition of the action, suit, or proceeding, on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the Authority. The undertaking shall be an unlimited

written general obligation of the person on whose behalf advances are made, but need not be secured.

- 8.09 *Nonexclusivity of Rights.* The indemnification or advancement of expenses provided under this Article VIII is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the Authority. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.
- 8.10 *Indemnification of Employees and Agents of the Authority.* The Authority may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Authority to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of Executive Director, officers or employees of the Authority.
- 8.11 *Former Trustees, Executive Directors and Officers.* The indemnification provided in this Article VIII continues for a person who has ceased to be a Trustee, Executive Director or officer and shall inure to the benefit of the heirs, executors, and administrators of that person.
- 8.12 *Changes in Michigan Law.* If there are any changes in the Michigan statutory provisions applicable to the Authority and relating to the subject matter of this Article VIII, then the indemnification to which any person shall be entitled shall be determined by such changed provisions, but only to the extent that any such change permits the Authority to provide broader indemnification rights than such provisions permitted the Authority to provide before any such change.

ARTICLE IX – DISTRIBUTION OF ASSETS

- 9.01 *Distributions Generally.* The Authority's lawful activities include charging fees for its services and the receipt of income resulting therefrom. The Authority shall apply income received to the maintenance, expansion, or operation of the Authority's lawful activities. When authorized by the Board of Trustees, the Authority may make distributions of its assets, income or profit including any monies remaining in the Authority in a manner not inconsistent with the Act; provided that the Authority shall not make a distribution unless and until the Authority has paid all of its outstanding obligations and debts incurred by the Authority during and in the conduct of its regular course of business. In the event that there are not sufficient funds remaining in the Authority to satisfy the Authority's incurred outstanding obligations, the Authority shall not make a distribution of its assets, income or profit.
- 9.02 *Compensation.* When authorized by the Board of Trustees, a person shall be reasonably compensated for services rendered to the Authority as an employee, agent, or independent contractor, except as prohibited by these Bylaws and all applicable state and federal law. Trustees and officers may receive reimbursement of expenses incurred in connection with executing their duties for and on behalf of the Authority. However, Trustees shall not be paid compensation for being Trustees or officers of the Authority.

ARTICLE X - FISCAL YEAR

The fiscal year of the Authority shall be the twelve-month period beginning October 1 and ending September 30 of the succeeding year.

ARTICLE XI - RULES OF PROCEDURE

The rules of procedure applicable to the Board and all committees established by the Board shall be under the most current edition of Robert's Rules of Order, unless such other rules of procedure shall be adopted by resolution of the Board.

ARTICLE XII - EXECUTION OF DOCUMENTS AND OTHER ACTIONS

The Executive Director, Chairperson or any authorized officer of the Authority shall have the power and authority to execute and deliver, and to delegate signatory power for, contracts, obligations, and other instruments approved by the Board, or for which signatory power has been delegated to the Executive Director, Chairperson or other authorized officer by the Board. The Board shall adopt a policy that establishes the circumstances under which the Executive Director, Chairperson or other authorized officer of the Authority may enter into a contract within such parameters and subject to such limitations as determined by the Board, in accordance with the Act and other applicable law. The Executive Director, Chairperson or any authorized officer of the Authority shall have the power and authority to take such other actions or execute such other functions as shall be delegated to the Executive Director, Chairperson or such other officer by the Board, within such parameters and subject to such limitations as shall be determined by the Board.

ARTICLE XIII - AMENDMENTS

These Bylaws may be altered, amended or rescinded and new bylaws may be adopted by majority vote of the Board at any regular or special meeting of the Board called therefor, provided that at least ten (10) days written advance notice, incorporating the exact language of the proposed change, has been given to all Trustees.

Adopted by the Board of Trustees of the Twin City Area Transportation Authority on March __, 2022.

LIST OF ACTING TRUSTEES AS OF DATE OF ADOPTION OF THESE BYLAWS

- | | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | |
| 3. _____ | |
| 4. _____ | |

TCATA Vehicles by number (Mileage as of 9/10/2024 2:32:21 PM)											
Twin Cities Area Transportation Authority - 275 Wall Street											
Vehicle #	Vehicle	Year, Make, Model	Propulsion	Mileage	Serial#	Vehicle Load Type	Vehicle Style	Vehicle Type	Type	Service Status	Notes
47	2021 Heavy Duty TOW TRUCK	2021 FREIGHTLINER TOW TRUCK	Gas	3,450	3ALACXFE5MDML2043	Equipment	Tow Truck	TOW TRUCK	118x719	In Service	
46	2019 Pickup Truck	2019 Dodge Ram 2500	Gas	30,254	3C6MR5AJ8KG637736	Personal	Pickup	Pickup	DC93039	In Service	
48	2020 Ford Automobile	2020 Ford Fusion	Gas	19,000	3FA6POHD8LR167763	Personal	Car - Sedan	car	117x540	In Service	
49	2020 Ford Automobile	2020 Ford Fusion	Hybrid	43,324	3FA6POLU7R105827	Personal	Car - Sedan	car	117x604	In Service	
4	2014 Dodge Grand Caravan	2014 Dodge Grand Caravan	Gas	44,621	C4RDGBG9ER470054	Passanger	Passanger Van	Van (Passanger Van	102x170	In Service	
5	98 Ford Club wagon	98 Ford Club wagon	Gas	91,627	1FBSS31L8WHB80582	Passanger	Club Wagon	Van (Club Wagon)	006X019	In Service	
33	2017 Dodge mini-van	2017 Dodge Grand Caravan	Gas	40,201	2C7WDGBG1HR802286	Passanger	Chauffeur Van	Van		In Service	
34	2017 Dodge mini-van	2017 Dodge Grand Caravan	Gas	34,351	2CWDGBG7HR802258	Passanger	Chauffeur Van	Van		In Service	
35	2018 Ford E450	2018 Ford E450	Propane	150,337	1FDFE4FS3JDC27748	Passanger	Cut Away	Bus	113X827	In Service	
36	2018 Ford E450	2018 Ford E450	Propane	115,619	1FDFE4FS1JDC27750	Passanger	Cut Away	Bus	113X828	In Service	
37	2018 Ford E450	2018 Ford E450	Propane	121,122	1FDFE4FS5JDC27749	Passanger	Cut Away	Bus	113x829	In Service	
38	2018 Ford E450	2018 Ford E450	Propane	110,712	1FDFE4FS2JDC27756	Passanger	Cut Away	Bus	113x830	In Service	
39	2018 Ford E450	2018 Ford E450	Propane	129,417	1FDFE4FS7JDC27753	Passanger	Cut Away	Bus	113x831	In Service	
40	2018 Ford E450	2018 Ford E450	Propane	130,036	1FDFE4FS9JDC27754	Passanger	Cut Away	Bus		In Service	
42	2018 Ford E450	2018 Ford E450	Propane	100,013	1FDFE4FS5JDC27752	Passanger	Cut Away	Bus	113x834	In Service	
43	2018 Ford E450	2018 Ford E450	Propane	144,126	1FDFE4FS3JDC27751	Passanger	Cut Away	Bus	113x835	In Service	
45	2020 Ford E450	2020 Ford E450	Gas	168,367	1FDFE4FS6KDC74077	Passanger	Cut Away	Bus		In Service	
50	2021 Ford E450	2021 Ford E450	Gas	145,815	1FDFE4FN4MDC40734	Passanger	Cut Away	Bus	118X722	In Service	
51	2021 Ford E450	2021 Ford E450	Gas	152,950	1FDFE4FN2MDC40733	Passanger	Cut Away	Bus	118x720	In Service	
54	2024 Ford E450	2024 Ford E450	Gas	7,757	1FDFE4FN2RDD43674	Passanger	Cut Away	Bus	120X420	In Service	
55	2024 Ford Transit	2024 Ford Transit	Electric	0	1FTBW3XKOPKA78244	Passanger	Chauffeur Van	Van		In Service	
56	2024 Ford Transit	2024 Ford Transit	Electric	0	1FTBW3XK8PKA78847	Passanger	Chauffeur Van	Van		In Service	
57	2024 Ford Transit	2024 Ford Transit	Electric	0	1FTBW3XK5PKA78997	Passanger	Chauffeur Van	Van		In Service	
58	2024 Ford Transit	2024 Ford Transit	Gas	274	1FDVU5XG0RKA58245	Passanger	Chauffeur Van	Van		In Service	
59	2024 Ford Transit	2024 Ford Transit	Gas	260	1FDVU5XG9RKA56784	Passanger	Chauffeur Van	Van		In Service	
60	2024 Ford Transit	2024 Ford Transit 350 HD	Gas	574	1FDVU5XG6RKA58377	Passanger	Chauffeur Van	Van		In Service	
61	2024 Ford Transit	2024 Ford Transit 350 HD	Gas	288	1FBVU4X8XRKA762d6	Passanger	Chauffeur Van	Van	133x292	In Service	
62	2024 Ford Transit	2024 Ford Transit 350 HD	Gas	280	1FBVU4X83RKA79974	Passanger	Chauffeur Van	Van	133X293	In Service	
63	2024 Ford Transit	2024 Ford Transit 350 HD	Gas	577	1FDVU4887RKA74387	Passanger	Chauffeur Van	Van		In Service	Delivered on October 1, 2024
21	2015 Ford E450	2015 Ford E450	Propane	169,117	1FDFE4FS6FDA15711	Passanger	Cut Away	Bus		Out Of Service	Using for Parts
23	2015 Ford E450	2015 Ford E450	Propane	159,478	1FDFE4FS8FDA15712	Passanger	Cut Away	Bus	006X021	Out Of Service	Using for Parts
26	2016 Ford E450	2016 Ford E450	Propane	171,606	1FDFE4FS4GDC31980	Passanger	Cut Away	Bus	068X791	Out Of Service	Using for Parts
27	2015 Ford E450	2015 Ford E450	Propane	159,310	1FDFE4FSXFDA15713	Passanger	Cut Away	Bus		Out Of Service	Propane Leak
32	2017 Ford E450	2017 Ford E450	Propane	117,441	1FDFE4FS2HDC62212	Passanger	Cut Away	Bus	068X790	Out Of Service	Engine Problem
41	2018 Ford E450	2018 Ford E450	Propane	69,526	1FDFE4FSOJDC27755	Passanger	Cut Away	Bus		Out Of Service	Accident
44	2015 Ford E350	2015 Ford E350	Gas	57,766	1FDEE3FL9FDA02837	Passanger	Cut Away	Bus	112X758	Out Of Service	Not Driveable - Disposal Processing
52	2021 Ford E450	2021 Ford E450	Gas	126,145	1FDFE4FN6MDC40735	Passanger	Cut Away	Bus	118X721	Out Of Service	Fire Damage - Set for Disposal

TCATA Vehicles by number (Mileage as of 9/10/2024 2:32:21 PM)											
Twin Cities Area Transportation Authority - 275 Wall Street											
Vehicle #	Vehicle	Year, Make, Model	Propulsion	Mileage	Serial#	Vehicle Load Type	Vehicle Style	Vehicle Type	Type	Service Status	Notes
47	2021 Heavy Duty TOW TRUCK	2021 FREIGHTLINER TOW TRUCK	Gas	3,450	3ALACXFE5MDML2043	Equipment	Tow Truck	TOW TRUCK	118x719	In Service	
46	2019 Pickup Truck	2019 Dodge Ram 2500	Gas	30,254	3C6MR5AJ8KG637736	Personal	Pickup	Pickup	DC93039	In Service	
48	2020 Ford Automobile	2020 Ford Fusion	Gas	19,000	3FA6POHD8LR167763	Personal	Car - Sedan	car	117x540	In Service	
49	2020 Ford Automobile	2020 Ford Fusion	Hybrid	43,324	3FA6POLU7R105827	Personal	Car - Sedan	car	117x604	In Service	
4	2014 Dodge Grand Caravan	2014 Dodge Grand Caravan	Gas	44,621	C4RDGBG9ER470054	Passanger	Passanger Van	Van (Passanger Van	102x170	In Service	
5	98 Ford Club wagon	98 Ford Club wagon	Gas	91,627	1FBSS31L8WHB80582	Passanger	Club Wagon	Van (Club Wagon)	006X019	In Service	
33	2017 Dodge mini-van	2017 Dodge Grand Caravan	Gas	40,201	2C7WDGBG1HR802286	Passanger	Chauffeur Van	Van		In Service	
34	2017 Dodge mini-van	2017 Dodge Grand Caravan	Gas	34,351	2CWDGBG7HR802258	Passanger	Chauffeur Van	Van		In Service	
35	2018 Ford E450	2018 Ford E450	Propane	150,337	1FDFE4FS3JDC27748	Passanger	Cut Away	Bus	113X827	In Service	
36	2018 Ford E450	2018 Ford E450	Propane	115,619	1FDFE4FS1JDC27750	Passanger	Cut Away	Bus	113X828	In Service	
37	2018 Ford E450	2018 Ford E450	Propane	121,122	1FDFE4FS5JDC27749	Passanger	Cut Away	Bus	113x829	In Service	
38	2018 Ford E450	2018 Ford E450	Propane	110,712	1FDFE4FS2JDC27756	Passanger	Cut Away	Bus	113x830	In Service	
39	2018 Ford E450	2018 Ford E450	Propane	129,417	1FDFE4FS7JDC27753	Passanger	Cut Away	Bus	113x831	In Service	
40	2018 Ford E450	2018 Ford E450	Propane	130,036	1FDFE4FS9JDC27754	Passanger	Cut Away	Bus		In Service	
42	2018 Ford E450	2018 Ford E450	Propane	100,013	1FDFE4FS5JDC27752	Passanger	Cut Away	Bus	113x834	In Service	
43	2018 Ford E450	2018 Ford E450	Propane	144,126	1FDFE4FS3JDC27751	Passanger	Cut Away	Bus	113x835	In Service	
45	2020 Ford E450	2020 Ford E450	Gas	168,367	1FDFE4FS6KDC74077	Passanger	Cut Away	Bus		In Service	
50	2021 Ford E450	2021 Ford E450	Gas	145,815	1FDFE4FN4MDC40734	Passanger	Cut Away	Bus	118X722	In Service	
51	2021 Ford E450	2021 Ford E450	Gas	152,950	1FDFE4FN2MDC40733	Passanger	Cut Away	Bus	118x720	In Service	
53	2024 Ford E450	2024 Ford E450	Gas	6,861	1FDFE4FN1RDD43472	Passanger	Cut Away	Bus	120x421	In Service	
54	2024 Ford E450	2024 Ford E450	Gas	7,757	1FDFE4FN2RDD43674	Passanger	Cut Away	Bus	120X420	In Service	
55	2024 Ford Transit	2024 Ford Transit	Electric	0	1FTBW3XKOPKA78244	Passanger	Chauffeur Van	Van		In Service	
56	2024 Ford Transit	2024 Ford Transit	Electric	0	1FTBW3XK8PKA78847	Passanger	Chauffeur Van	Van		In Service	
57	2024 Ford Transit	2024 Ford Transit	Electric	0	1FTBW3XK5PKA78997	Passanger	Chauffeur Van	Van		In Service	
58	2024 Ford Transit	2024 Ford Transit	Gas	274	1FDVU5XG0RKA58245	Passanger	Chauffeur Van	Van		In Service	
59	2024 Ford Transit	2024 Ford Transit	Gas	260	1FDVU5XG9RKA56784	Passanger	Chauffeur Van	Van		In Service	
60	2024 Ford Transit	2024 Ford Transit 350 HD	Gas	574	1FDVU5XG6RKA58377	Passanger	Chauffeur Van	Van		In Service	
61	2024 Ford Transit	2024 Ford Transit 350 HD	Gas	288	1FBVU4X8XRKA762d6	Passanger	Chauffeur Van	Van	133x292	In Service	
62	2024 Ford Transit	2024 Ford Transit 350 HD	Gas	280	1FBVU4X83RKA79974	Passanger	Chauffeur Van	Van	133X293	In Service	
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