

## **ADDENDUM NO.1**

### **REQUEST FOR PROPOSALS (RFP)-TURNKEY TRANSIT MANAGEMNT SERVICES**

**ISSUED: 9/5/2025**

This Addendum forms part of the above-referenced Request for Proposal and is issued to provide clarification and an extension to the proposal submission schedule.

**1. Extension of Proposal Due Date**

The deadline for submission of proposals has been extended to:

**Friday, October 3, 2025 by 5pm EST.**

**2. Responses to questions**

Due to the volume of questions received, any question not answered in this Addendum will be addressed in the next Addendum, which will be released no later than **Friday, September 12, 2025, by 5:00 PM EST.**

**3. Cost Proposal Requirement**

Each vendor must complete and submit the **attached Cost Proposal Form** as part of their proposal package. Failure to submit this form may result in the proposal being deemed non-responsive.

All other terms, conditions, and requirements of the original RFP remain unchanged. Proposers must acknowledge receipt of this Addendum in their submissions.

Twin Cities Area Transportation Authority  
Mark Epps, Procurement & Grants Manager



1. **Page 5, 1.01 Purpose:** Please clarify if the option years are to be mutually agreed upon or if they are at the sole discretion of TCATA.

This contract and the number of option years will be mutually agreed upon, but our intention at this time is for a 3-year contract with two 1-year renewal options.

2. **Page 6, 1.03 Schedule:** Will TCATA please consider allowing a second round of questions from bidders so that any follow-up questions can be submitted regarding answers received in the first round?

No

3. **Page 6, 1.03 Schedule:** Will TCATA please consider delaying the due date by at least one to two weeks?

We will extend due date by one week. New due date is 10/3/2025 by 5pm EST.

4. **Page 14, Required Proposal Format, 6. Management Company Profile:** One of the things required in the first bullet is “the level of general and vehicle liability insurance.” Will a letter from the bidder’s insurance company saying we meet TCATA insurance requirements suffice to meet this requirement?

Yes

5. **Page 15, Required Proposal Format, 6. Management Company Profile:** The four bullet states, “A list of all similar-sized transit operations currently under contract by the proposer. Include name, address, and services provided, and the name, title, address, telephone number, and email address of the project contact or contract administrator.” Not all agencies will provide references for their contractors. In lieu of bidders providing contact information for all of their similar-sized operations, can bidders just provide contact for 3-5 similar-sized contracts who are willing to give references? Bidders can still provide a list of all similar-sized operations but then limit providing contact information for only those agencies who are allowed to provide references.

Yes

6. **Page 16, Required Proposal Format, Ability to Meet FTA Regulations.** Does TCATA currently use the services of any DBE firms?
  - a. If so, please provide the names and contact information so bidders can consider continual partnership and avoid displacement of any existing agreements.
  - b.

Community Solutions by Design, LLC  
Mr. Jonathan Clark  
629-246-3143



jclark@csbd9.com

7. Please describe any current DBE subcontractors that are being utilized.

See above

8. The RFP describes a 2% DBE goal – please confirm if contractors are required to meet this goal, or if good faith efforts activities would also suffice for this requirement?

Contractors are required to meet this goal, if the contractor can't meet the goal, contractor must provide proof of Good Faith Efforts

9. If local, state, or federal governments change the laws, rules or regulations that affect minimum wages and/or benefits that are mandated for the employees of this contract, and this event was not known at the time of bidding, how will TCATA respond to a potential request for increased compensation?

It is the vendor's responsibility to comply with all local, state, and federal government laws. TCATA will consider a request for increased compensation subject to available funding.

10. Who at the City of Benton Harbor and at TCATA receives the FOIA requests?

TCATA-Mark Epps

City of Benton Harbor- Benton Harbor City Clerk

11. As far as the presentations Oct. 6-10... is this for a short list of RFPers, or for all RFP repliers?

Only shortlisted respondents will be invited to present.

12. And... Can there be a one-week (before or after Oct. 6-10 ) flexibility to present? There may be a conflict in our team's schedule that week. And, can the presentations be virtual?

There may be room for flexibility to present. Presentations will be virtual.

13. Does TCATA have any existing, or past, Inter-Govt. Agreements for services utilizing your fleet? For example, any agreements to provide buses or services with other municipalities, State Boards of Education, schools/Universities, Veteran Affairs Dept., etc.

No

14. Is contractor responsible for facility maintenance of the TCATA facility?

Yes, it is expected for the contractor to be responsible for performing and coordinating routine maintenance. Large facility repairs and capital projects can be completed with TCATA facility funding streams.



15. Is the contractor responsible for any leasehold improvements of the existing maintenance facility?

Yes

16. Is contractor responsible for the upkeep and maintenance of on-site gasoline and propane fueling stations and electrical chargers?

Yes contractor is responsible.

17. What does TCATA wish to accomplish over the next decade for these services?

Service expansion throughout the entire UZA.

18. Please provide all bidders with the specific pricing sheet for this RFP, so that all price proposals are submitted with costs outlined in the same manner. Please provide this pricing sheet in an electronic format.

See attached price sheet

19. Will TCATA provide price pages for all contractors so that comparable bids are received?

Yes, see attached for price sheet

20. Will pricing be evaluated based on the year one price only, or will TCATA be evaluating and scoring the full contract term cost? Full Contract Term-The total of 3 years.

a. Are option years included in the scoring as well?-No

21. What happens if TCATA is resolved before the end of the contracted period?

The contract will be assumed by the newly formed authority.

22. With the TCATA owned facility, should contractors assume the cost of environmental inspections as part of their bid or will TCATA take on this cost?

Yes, contractor will assume the cost of environmental inspections.

23. Should contractor include the anticipated cost of vehicle fuel (propane and gasoline) within their proposed costs?

Yes



24. RFP is described as “turnkey management services” – can you please confirm TCATA is looking for a contractor who will employ maintenance and operations personnel and be responsible for these aspects of service?

Confirmed

25. Will there be a lease required for the TCATA owned facility? If so, please provide anticipated cost for this.

No lease will be required

26. Are any of the current employees represented by a labor union? If yes, please provide:

- a. Copies of the current collective bargaining agreement(s)-see attached for union agreement.
- b. Any TA agreements, side letters, or other documentation that indicates the current agreement parameters with the incumbent contractor-There is no incumbent contractor
- c. The job classifications that participate
- d. Contact information for the local union representative  
Joanne Rayford ,jodijo285@gmail.com, +1 (269) 759-9778

27. In order to ensure that none of the current employees go backwards in benefits should a transition occur, please provide information regarding the current rates/benefits for employees. Please include specific information such as a rate sheet regarding co-pays, dependent coverage, and amount of the premium paid by employer.

-Refer to union agreement for co-pay information

28. One of the biggest challenges in the industry is driver retention and recruitment. In an effort to minimize turnover and maximize the passenger experience, would TCATA be open to including a minimum wage that all bidders must comply with? Based on prior research, the living wage in the local area is \$20.04.

The wage has to be equal to or higher than the union agreement rate.

29. Please provide any information about incentive programs that are offered to the current employees of this contract.

Yes, TCATA incentives chauffeur drivers to obtain their commercial driver's license (CDL) by pay scale. TCATA pays for drivers to receive CDL training.

30. We understand that the Executive Director and Deputy Director positions are labeled as “interim” in the organization chart provided in the RFP. Does TCATA have firm plans for an updated TCATA organization chart after the interim staff have vacated their positions or are made permanent?



- a. What TCATA staff will the successful contractors work with over the term of the contract? Federal and State requires one employee at TCATA. The employee has not been selected at this time. The current deputy director plans to stay on at least during the transition.

31. Does TCATA intend to retain any of their existing staff? If so, please describe what staff the contractor should anticipate will remain with TCATA.

TCATA encourages the selected contractor to retain as many staff as possible that meets the contractor needs.

32. RFP notes that segments of the current TCATA workforce are covered by AFL-CIO 2757.03 – please provide a copy of the current CBA.

See attached union agreement

33. Does the current labor contract include a pension plan? If so, please provide any details surrounding this plan. i.e. Defined Benefit, Defined Contribution, Under-funded liability.

Current labor contract does not include a pension plan

34. Are the current transit employees covered by 49 USC 5333(b) (also known as Section 13c of the Urban Mass Transportation Act of 1964)?

Yes

35. What is the current starting wage for all operators, mechanics, dispatchers and other hourly positions within the operations?

See union agreement

36. Please provide the current benefits participation of all employees within the operation.

Per the union contract TCATA is to keep a minimum of 14 full time drivers insured at this time we do not have the 14 currently as some will soon be out of the probationary period and offered the spots until so that we meet our minimum.

Dispatchers are full-time as soon as they come out of dispatch training and are given full-time benefits along with the drivers.

Maintenance is typically staffed with 3 Full time employees who receive full time benefits and 2 part time employees who do not receive benefits

All administrative staff are full-time and receive benefits with the exception of 1 employee who is considered non-union administrative and works part-time.



37. Can we see a copy of the Union contract that TCATA has for its drivers or for anyone else?

Yes, see attached.

38. Please provide the revenue service hour definition for each of the services listed in the RFP.

Demand Response

M-F 6:00 a.m. - 6:00 p.m.

SAT 8:00 a.m. - 4:00 p.m.

Fixed Route

M-F 6:00 am - 10:00 pm

Sat 8:00 am - 10:00 pm

39. For fixed route service, please clarify if billable time continues past scheduled hours on the last trip due to exterior factors (traffic, weather, incidents, etc.).

Pull out to return to yard is the billable time.

40. For paratransit service, please clarify if revenue hours begins at the first pick-up, even if that pick up is a no show.

6am or 8am whichever is the pull out time.

41. What are the current pull out and return to yard times for each fixed route?

Please refer to operating hours for pull out times, return to yard times are up to hour after closing.

42. Please clarify the operating hours of service for each day of the week.

Demand Response

M-F 6:00 a.m. - 6:00 p.m.

SAT 8:00 a.m. - 4:00 p.m.

Fixed Route

M-F 6:00 am - 10:00 pm

Sat 8:00 am - 10:00 pm



43. If there are seasonal changes in the operating hours of service, please detail these alternative schedules.

No seasonal changes in operating hours

44. Please confirm the revenue service hour definition for each of the service types in this RFP.

Please refer to operating hours. See above.

45. Please confirm the volume of trips or hours on which all bidders are expected to base their proposal.

a. Are there any expected increases in volume in the next 12 or 24 months?

Increases in volume are subject to the success of the awarded vendor.  
see attached for historic passenger numbers. (see attachment)

b. If billing is based on hours, please confirm the definition of what is billable. Is it once the vehicle leaves the yard or when it arrives at the first pick-up? Pull out and return to yard. See above

46. What is the average productivity per year for each of the past three years for each of the service types provided?

Refer to NTD

[https://www.transit.dot.gov/sites/fta.dot.gov/files/transit\\_agency\\_profile\\_doc/2023/50132.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/transit_agency_profile_doc/2023/50132.pdf)

47. Please explain if there have been any challenges due to the incumbent contractor having driver shortages.

There is no incumbent contractor

48. Please provide the number of vehicles used at peak time. If this information is available by day of week, please provide it in that format.

15 vehicles, 7am-2:30pm Monday-Friday

49. What is the current on time performance for each of the service types provided?

Fixed Route services is satisfactory. Demand Response widely variable

50. What is the average on time performance per year for each of the past three years?

Fixed Route services is satisfactory. Demand Response widely variable

51. Are there any travel restrictions in the service area for drivers?



There are currently two other service providers in Berrien County, we have to comply with our service map.

52. Please provide boarding and alighting times per passenger type (e.g., 5 minutes wheelchair boarding, 3 minutes wheelchair alighting, 2 minutes ambulatory boarding, and 2 minutes ambulatory alighting, etc.).

We do not have data at this precision.

53. Please provide the daily number of reservations calls received currently.

Approximately 260 reservations per day including flex stops on the fixed route

54. Can the agency provide any ridership forecast for the next 6-12 months?

Refer to NTD data

55. How many Paratransit users are currently eligible to use the service? How many total user records (including eligible, non-eligible, or expired) are stored in the current system?

TCATA's default system is hardcopies.

56. On average, how many forms are passengers required to complete per application?

See attached for paratransit application

57. On average, how many letters/communications does the Eligibility team send to passengers per application? One

58. How many warning letters are being sent (monthly)?

Zero

59. How many actual suspensions (monthly)?

1 or 2 yearly.

60. Does the current fleet adequately meet service demand/goals?

No, TCATA goals are to expand service and TCATA does have \$987,509 programmed into grant for vehicles.

61. Please confirm who is responsible for vehicle maintenance and its associated costs.

Contractor

62. What does TCATA wish to accomplish over the next decade for these services?

Service expansion throughout the entire UZA.



63. Please clarify who certifies passengers for the paratransit services.
- a. If this is the contractor's responsibility, what are the specific responsibilities and expectations involved with this task?  
**The awarded vendor will be responsible. The paratransit and on-demand system currently operate the same.**
64. Will TCATA make any vehicles available to an incoming contractor to perform the necessary training during the transition period? **Yes, details will be determined during contract negotiations.**
- A. If yes, how many and what type? **See above**
65. Is the contractor responsible for the costs of major components for the revenue fleet?
- a. If so, please specify which major components (i.e. engine and transmission overhauls) are covered or excluded.  
**Contractor will be responsible for all cost.**
66. Please provide all bidders with the history of major component replacement and repair for the provided fleet over the past 12 months.  
**Vehicle 51 had a used transmission installed in July 2025.**
67. Does TCATA have any remaining or extended warranties that apply to the provided fleet?  
**Vehicles 55-63 have warranties up to 50,000 miles**
68. What are the life mile goals for each vehicle type?  
**Cutaways are eligible for replacement at 200,000 miles or 7 years, Vans are eligible for replacement at 100,000 miles or 4 years.**
69. Please provide the following call statistics, by call function (reservations, where's my ride, etc.) by day of week if possible:
- a. Call volume-**Current phone system does not track unique callers**
  - b. Average speed to answer-**5 seconds or less if lines are open.**
  - c. Average handle time-**30-90 seconds**
70. TCATA stated in the RFI process that fuel tanks are on-site for propane and gas and that chargers are on-site for EVs. Please confirm that the contractor will use these fuel tanks and chargers in the new contract term.  
  
**Yes contractors will use the same fuel tanks and chargers.**
71. Who pays for fuel – TCATA or the contractor?  
**Contractor**



- a. If the contractor pays for fuel, does TCATA reimburse the contractor?

No, fuel is assumed to be included in cost.

72. Can the contractor install their own inertia-based cameras on the TCATA fleet? These would be in addition to the system provided by TCATA, to enhance the safety of the operation.

Yes

73. Does the TCATA facility have an oil water separator on site?

no

74. We understand that the successful contractor will assist TCATA in the development of a fleet replacement plan. We also understand that, currently, TCATA uses a variety of fuel types, including gasoline, propane, and EV. Does TCATA have a preferred fuel type?

TCATA is interested in the most environmentally sustainable vehicle options that can meet operational needs

75. Please confirm that the successful contractor will have access to and use of all maintenance equipment currently used to manage and maintain the TCATA fleet.

Confirmed

76. Is the contractor required to maintain the bus stops or bus stations? If yes, please provide the frequency required.

Minimum biweekly inspections for damage, pathway clearing and trash pick up. More might be required as needed.

77. Please provide the last 12 months of expenses for bus stop and shelter maintenance and repairs.

Bus stop and shelter maintenance is nominal.

78. Please provide the revenue service hour definition for each of the services listed in the RFP.

Demand Response

M-F 6:00 a.m. - 6:00 p.m.

SAT 8:00 a.m. - 4:00 p.m.

Fixed Route

M-F 6:00 am - 10:00 pm

Sat 8:00 am - 10:00 pm



79. Please confirm if contractor will be provided non-revenue vehicles for use. Are there any additional vehicles TCATA anticipates the contractor would need to provide?

Yes, we will provide tow-truck, pick-up truck, and 2 sedans for use.

80. Will TCATA provide any vehicles to contractors for use during the start-up period?

TBD

81. Please provide the average miles per gallon for each vehicle type.

Cutaway-8 mpg

Vans-12 mpg

82. What is the required schedule for interior and exterior vehicle cleaning?

Any vehicle in use interior and exterior is cleaned everyday

83. What is the maximum number of vehicles to be used for microtransit/paratransit/on-demand service (VOMs)?

17 vehicles are used at peak, 4 vehicles are reserved for fixed route, spares can be used as needed.

84. Are the vehicles for the proposed service currently in the fleet? If not, what is the expected delivery date?

Yes, we also have funding for additional vehicles.

85. Is the contractor required to provide on-site network and cabling? Or is this something that would be included by TCATA within the facility?

Contractor can use existing network and cabling

86. Please provide detailed specifications on the TCATA provided radio, GPS tracking and camera systems on the vehicles.

GPS Tracking system is Verizon Connect Reveal, Hytera radios, and TCATA uses 2 different camera systems, Anel Traxx and REI.

87. Are there any integrations required for this project? (e.g., Transit, Masabi, Token Transit, Unwire)?

No

88. Is the agency willing to purchase the hardware (MDTs) or we have to provide? If yes, can you confirm the total number of MDTs required for this project?

Subject to negotiation

89. How many office users will the agency have?

Currently there are 5 office users on site. One employee is anticipated to be retained by TCATA. The remaining spaces are subject to the contractor's needs



90. Will there be any available space at the facility for contractors to conduct start up activity?

Yes



**Price Proposal**

Year 1	Year 2	Year 3
Fixed Hourly Rate	Fixed Hourly Rate	Fixed Hourly Rate



**VSP Current Charges Detail**  
**Statement Coverage Period: August 2025**

Page Number: 1 of 1

01

Client Name: Twin Cities Area  
 Client ID: 30098078  
 Statement Date: July 18, 2025

**CURRENT CHARGES DETAIL**

**Division 0001 TRANSPORTATION AUTHORITY DBA**

Coverage	Rate	Member	Coverage	Rate
Member Only	\$ 10.55		Member + One	\$ 17.77
Member Only	\$ 10.55		Member Only	\$ 10.55
Member + Family	\$ 29.25		Member Only	\$ 10.55
Member Only	\$ 10.55		Member Only	\$ 10.55
Member + One	\$ 17.77		Member Only	\$ 10.55
Member Only	\$ 10.55		Member Only	\$ 10.55
Member Only	\$ 10.55		Member Only	\$ 10.55
Member Only	\$ 10.55		Member + Family	\$ 29.25
Member Only	\$ 10.55		Member Only	\$ 10.55

**Summary For Division 0001 TRANSPORTATION AUTHORITY DBA**

Coverage	Members Billed	Rate	Total
Member Only	13	\$ 10.55	\$ 137.15
Member + One	2	\$ 17.77	\$ 35.54
Member + Children	0	\$ 18.14	\$ 0.00
Member + Family	2	\$ 29.25	\$ 58.50
<b>Total Membership</b>	<b>17</b>	<b>Current Charges*</b>	<b>\$ 231.19</b>

\* Please refer to your Statement to view and remit total Amount Due



# TWIN CITIES AREA TRANSPORTATION AUTHORITY

275 E. WALL ST.  
BENTON HARBOR, MI 49022

## ADA Complementary Paratransit Application

Name \_\_\_\_\_ Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Address \_\_\_\_\_  
Number Street Apt #

\_\_\_\_\_  
City State Zip Code

Mailing Address (if different than above)

\_\_\_\_\_  
Number Street Apt #

\_\_\_\_\_  
City State Zip Code

E-Mail Address \_\_\_\_\_

### FOR OFFICE USE ONLY

Alternate Format	N T B L P E	Certification	C U T
Applic. Rec'd.	_____	Mob Device	_____
Determination Due	_____	Expiration	_____
Med. Ref. Req.	_____	Letter Sent	_____
Med. Ref. Rec'd.	_____	Jurisdiction	_____
ID #	_____		
Disability Type	_____		
Disability Description	_____		
PCA?	Yes	No	



**Do you manage your own affairs and deal with your own mail?** ☐ Yes ☐ No

**If no, to whom should important correspondence be mailed?**

**Name** \_\_\_\_\_ **Relationship** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_

Number

Street

Apt #

\_\_\_\_\_ **Phone**(\_\_\_\_\_) \_\_\_\_\_  
State Zip Code

**Emergency Contact:** This is a person who is authorized to make day-to-day and/or emergency decisions regarding service for the applicant.  
(In most cases this will be a provider or family member)

**Name** \_\_\_\_\_ **Relationship** \_\_\_\_\_

Home Phone (\_\_\_\_\_) \_\_\_\_\_ Cell Phone (\_\_\_\_\_) \_\_\_\_\_



## Introductions and Instructions

Twin Cities Area Transportation Authority (TCATA) is ***your*** public transit system. Our mission is to provide the community with public transportation services that are dependable, convenient, safe, cost effective, and ***accessible for all***.

TCATA provides three transportation services: Demand Response (door- to-door), Fixed Route bus service, and a paratransit service for individuals who are unable to use the Fixed Route bus system some or all of the time (6am-10pm).

**In order to determine whether you are eligible for TCATA paratransit service, we need to know if there is any part of the regular accessible bus system you cannot use due to your disability. Eligibility is not based on the disability itself, but on how it prevents you from using the regular accessible bus routes.** It is possible for you to be eligible for some trips, but not others. If this is the case, you will be paratransit eligible *with conditions*, the conditions being the circumstances preventing your use of the accessible bus system.

**ADA paratransit eligible individuals fall into one of the following definitions:**

- Any individual with a disability who is unable, as the result of a physical or mental health or psychiatric disability (including a visual disability), to board, ride, or disembark from a fixed-route vehicle on TCATA.
- Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride, or disembark from any vehicle, and one is not available on the route.
- Any individual with a disability who has a specific disability-related condition which prevents the individual from traveling to a boarding location or from a disembarking location served by the fixed-route system.

This application will help TCATA determine whether you qualify for paratransit service according to the criteria noted above. Return your completed application to: **Twin Cities Area Transportation Authority, 275 E. Wall St., Benton Harbor, MI 49022**; you will need to apply postage. Completed applications can also be **faxed** to TCATA at **269-927-2310**.

The enclosed Physician or Agency Professional Verification form asks you to designate the health care or human service professional that is most familiar with your "ability to travel." The person you designate could be a doctor, physical or occupational therapist, human service professional (such as a social worker), who is very familiar with your mobility. TCATA may contact that person to verify your mobility limitations.



If approved, your certification will be for a 3-year time period. Two months prior to the end of that 3-year period, you will be notified and provided with a Certification Renewal form.

When TCATA receives your **completed** application, it will be reviewed for eligibility. You will be notified within 21 days if your application is approved, approved with conditions, or denied. If your application is approved with conditions or not approved, you have the right to appeal and have an opportunity to provide additional information for reconsideration. You will receive the appeal process with your letter.

**If you have any questions about this form or need it provided in a different format, please call TCATA at (269) 927-2268.**

*The information obtained in this certification process will only be used by TCATA for the provision of ADA complementary paratransit service. Information will only be shared with other transit providers to facilitate your travel in their operating areas, should you so desire. This information will not be provided to any other person or agency and will be kept strictly confidential.*

**Please be sure to complete all parts of this application; applications cannot be processed unless all questions are completed. Be sure to complete the front cover with the applicant's personal information.**

### **Applicant Questionnaire**

Do you need this application and future written information provided in a different format?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If Yes, specify below or call **(269) 927-2268**.

\_\_\_\_\_ Large Print      \_\_\_\_\_ Braille Print      \_\_\_\_\_ Audio

Other \_\_\_\_\_ Email \_\_\_\_\_

**If No, please continue**



## Contact Information

Name \_\_\_\_\_ Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Address \_\_\_\_\_

Number \_\_\_\_\_ Street \_\_\_\_\_ Apt # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Mailing Address** (if different than above)

Number \_\_\_\_\_ Street \_\_\_\_\_ Apt # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**E-Mail Address** \_\_\_\_\_

Do you manage your own affairs and deal with your own mail? ☐ Yes ☐ No

If no, to whom should important correspondence be mailed?

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

Number \_\_\_\_\_ Street \_\_\_\_\_ Apt # \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Emergency Contact:** This is a person who is authorized to make day-to-day and/or emergency decisions regarding service for the applicant.  
(In most cases this will be a provider or family member)

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_



## FIXED-ROUTE SERVICE

*Please answer the following questions:*

### Do you currently use Fixed Route TCATA buses?

\_\_\_\_\_ **Yes** (Checking yes will not disqualify you from receiving paratransit services).

\_\_\_\_\_ **No** (If no, answer next question):

### If No, which of the following limit your ability to use fixed-route buses (check all that apply):

\_\_\_\_\_ Physical disability

\_\_\_\_\_ Visual disability

\_\_\_\_\_ Developmental disability

\_\_\_\_\_ Mental health/psychiatric disability

\_\_\_\_\_ Other (indicate) \_\_\_\_\_

### What would help you ride the fixed-route buses? (Check all that apply):

\_\_\_\_\_ Knowing more about fixed-route buses.

\_\_\_\_\_ Learning to travel in the community.

\_\_\_\_\_ A lift or ramp (accessible bus).

\_\_\_\_\_ Communications aid

\_\_\_\_\_ Other (indicate) \_\_\_\_\_

### Can you follow written or oral instructions to use the fixed-route buses? (check all that apply):

\_\_\_\_\_ Yes, always

\_\_\_\_\_ Yes, sometimes

\_\_\_\_\_ No

\_\_\_\_\_ I do not know, because I have never tried it.

\_\_\_\_\_ I get too confused and might get lost.

\_\_\_\_\_ I probably could with training.

\_\_\_\_\_ Other (indicate) \_\_\_\_\_



**Do you know where to get on/off the bus? (Check all that apply):**

- \_\_\_\_\_ Yes, always
- \_\_\_\_\_ Yes, sometimes
- \_\_\_\_\_ No
- \_\_\_\_\_ I get confused or cannot remember where I am going.
- \_\_\_\_\_ I do not know where my bus stop is located.
- \_\_\_\_\_ I can if the driver calls out the stops.
- \_\_\_\_\_ I probably could with training.
- \_\_\_\_\_ Other (indicate) \_\_\_\_\_

**Does the weather ever keep you from using fixed-route buses?**

- \_\_\_\_\_ Yes. (Tell us how the weather keeps you from using fixed-route buses):  
\_\_\_\_\_
- \_\_\_\_\_ No
- \_\_\_\_\_ I do not know.

**Does any of the following keeps you from using the fixed-route buses?  
(Check all that apply):**

- \_\_\_\_\_ There are no sidewalks (Please tell us where)  
\_\_\_\_\_
- \_\_\_\_\_ The sidewalks are not accessible or safe (Please tell us where)  
\_\_\_\_\_
- \_\_\_\_\_ My mobility aid will not fit on the lift.
- \_\_\_\_\_ I cannot steady myself when the lift is moving.
- \_\_\_\_\_ I do not feel secure on the lift.
- \_\_\_\_\_ I probably could with training.
- \_\_\_\_\_ Other (indicate) \_\_\_\_\_



**Please explain as completely as possible how your disability prevents you from boarding, riding and exiting a regular fixed route bus.**

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**How would you best describe your disability or condition as it impacts your transportation needs?**

\_\_\_ Permanent \_\_\_ Deteriorating \_\_\_ Changeable \_\_\_ Temporary

If temporary, until what date \_\_\_\_\_

**Are there other effects of your disability or condition that we need to be aware of in order to provide you with appropriate service?**

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**Which of these aids or equipment do you usually use to help you get where you need to go?**

\_\_\_ Cane      \_\_\_ Manual Wheelchair      \_\_\_ Personal Care Attendant  
\_\_\_ White Cane      \_\_\_ Electric Wheelchair      \_\_\_ Power Scooter  
\_\_\_ Crutches      \_\_\_ Walker      \_\_\_ Other \_\_\_\_\_  
\_\_\_ Oxygen      \_\_\_ Service Animal      \_\_\_ None

**Do you need a wheelchair accessible/lift equipped vehicle?**

\_\_\_ Yes      \_\_\_ No

If you use a manual or powered wheelchair or scooter, is it more than 30 inches wide, more than 48 inches long, or does it, when in use, weigh more than 600 pounds?      Yes      No



**Do you ever need the assistance of another person to be able to travel?**

☐ Yes    ☐ No    ☐ Sometimes

**If Yes, when do you need help?**

☐ Getting to/from vehicle

☐ Getting to the bus stop

☐ Getting on or off the bus

☐ Getting on or off the vehicle

☐ Help while I ride the bus

☐ Help to get to where I am going once I am off the bus

☐ Other (indicate) \_\_\_\_\_

**What is the longest distance you can walk/travel on level ground without the assistance of another person? (Example 370 feet = 1 block)**

\_\_\_\_\_

**Is there any other information not covered in this application that you would like TCATA to consider when reviewing your eligibility for paratransit services?**

\_\_\_\_\_

\_\_\_\_\_







## PHYSICIAN OR AGENCY PROFESSIONAL AUTHORIZATION

Please provide the name, address and contact information for your health care providers who can verify the information contained in this application.

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Fax Number \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

I certify that the information I gave in this application is true and correct. Falsification of information may result in denial of service. I understand all healthcare information will be kept confidential except as needed for verification. Only the information required to provide services I request will be disclosed to those who perform those services. I have read and agree to comply with the policies and procedures set forth by Twin Cities Area Transportation Authority.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

(If Applicant is a minor or incapable of signing this application, please complete page 5)







## CERTIFICATION OF APPLICANT

If someone has completed this application other than the person applying for certification, that person must complete the following:

☐ I certify that the information provided in this application is true and correct based upon my knowledge of the applicant's health condition or disability.

☐ I certify that the information provided in this application is true and correct based upon information given to me by the applicant.

Signature\_\_\_\_\_Date\_\_\_\_\_

Print Name\_\_\_\_\_Daytime Phone\_\_\_\_\_

Address\_\_\_\_\_

Relationship to Applicant\_\_\_\_\_



**Return completed application form to:**

Twin Cities Area Transportation Authority

Attn: Veronica Burk

275 E. Wall St.

Benton Harbor, MI 49022

**Fax #: 269-927-2310**

If you have any questions regarding completing this application form, the process for becoming certified, or need help completing the application, please contact our Office Manager:

**Veronica Burk at: (269) 927-2268.**



# 2023 Annual Agency Profile - Twin Cities Area Transportation Authority (NTD ID 50132)

**Mailing Address:** 275 E Wall St  
Benton Harbor, MI

**Website:** <http://mywaythere.org/tcata.asp>

## Geographic Coverage

<b>Primary Urbanized/Rural Area</b>	Benton Harbor--Lincoln--St. Joseph, MI
<b>Service Area Population</b>	27,000
<b>Service Area Sq. Miles</b>	14
<b>Other Areas Served:</b>	

## Service Consumed

**Annual Unlinked Trips (UPT)** 189,363

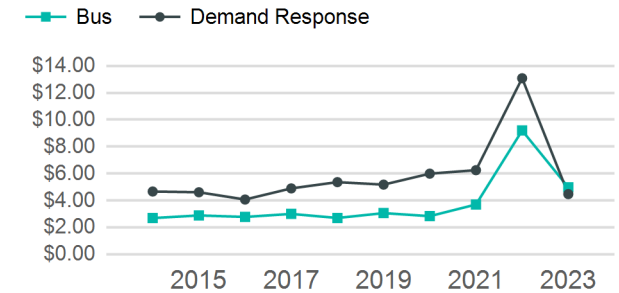
## Assets

<b>Revenue Vehicles</b>	18
<b>Service Vehicles</b>	4
<b>Facilities</b>	1

## Service Supplied

<b>Annual Vehicle Revenue Miles (VRM)</b>	502,931
<b>Annual Vehicle Revenue Hours (VRH)</b>	38,002
<b>Vehicles Operated in Maximum Service (VOMS)</b>	20

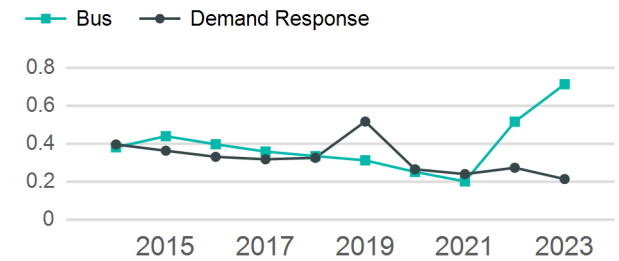
## Operating Expenses per Vehicle Revenue Mile



## Modal Characteristics

Mode	Annual Unlinked Passenger Trips	Directly Operated VOMS	Purchased Transportation VOMS	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours
Bus	117,017	4	0	164,105	13,271
Demand Response	72,346	16	0	338,826	24,731
<b>Total</b>	<b>189,363</b>	<b>20</b>	<b>0</b>	<b>502,931</b>	<b>38,002</b>

## Unlinked Passenger Trip per Vehicle Revenue Mile



## Metrics

### Service Efficiency

### Service Effectiveness

Mode	OE per VRM	OE per VRH	UPT per VRM	UPT per VRH	OE per UPT
Bus	\$4.98	\$61.58	0.7	8.8	\$6.98
Demand Response	\$4.48	\$61.37	0.2	2.9	\$20.98
<b>Total</b>	<b>\$4.64</b>	<b>\$61.44</b>	<b>0.4</b>	<b>5.0</b>	<b>\$12.33</b>



2023 Annual Agency Profile - Twin Cities Area Transportation Authority (NTD ID 50132)

2023 Funding Breakdown

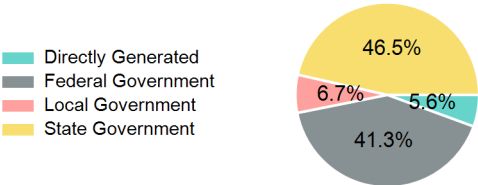
Summary of Operating Expenses (OE)

Sources of Operating Funds Expended

Operating Funding Sources

Mode	Operating Expenses	Fare Revenues
Bus	\$817,220	\$0
Demand Response	\$1,517,695	\$0
Total	\$2,334,915	\$0

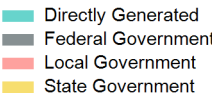
Directly Generated	\$129,806
Federal Government	\$964,555
Local Government	\$155,313
State Government	\$1,085,241
Total Operating Funds Expended	\$2,334,915



Capital Funding Sources

Sources of Capital Funds Expended

Directly Generated	\$0
Federal Government	\$0
Local Government	\$0
State Government	\$0
Total Capital Funds Expended	\$0



2023 Asset Management

Transit Asset Management (TAM) Tier Tier II

TAM Sponsor NTD ID

Metrics

Mode	Average Fleet Age in Years
Bus	3.4
Demand Response	5.5



# 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 1<sup>st</sup> 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 1<sup>st</sup>, 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: James J. Todd Sitdown

Role: Interim Executive Director

Signature: James J. Todd Date: 2/11/25

### BY THE UNION:

Printed Name: Mark Williams

Role: AFSCME Michigan Staff Representative

Signature: Mark Williams Date: 10-1-2023

Printed Name: John Rayford

Role: Chapter Chair Person

Signature: John Rayford Date: 10-1-2023

Printed Name: \_\_\_\_\_

Role: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_