

**AGREEMENT
BETWEEN
VAN BUREN COUNTY
BOARD OF COMMISSIONERS
AND
VAN BUREN PUBLIC TRANSIT
CHAPTER
LOCAL 2628.12 of AFSCME
MICHIGAN**

2026-2028

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THIS AGREEMENT made and entered into this 1st day of January. 2026, by and between the VAN BUREN COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the “Employer”) and the VAN BUREN PUBLIC TRANSIT CHAPTER OF LOCAL 2628, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES MICHIGAN, AFL-CIO (hereinafter referred to as the “Union”). The period covered by this Agreement is January 1, 2026, until December 31, 2028.

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 the employees.

ARTICLE 1 - RECOGNITION

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

ALL REGULAR FULL-TIME AND REGULAR PART-TIME BUS DRIVERS, DISPATCHERS, MECHANICS, AND CLERICAL EMPLOYEES, Excluding secretary/bookkeeper, operations supervisor and all other supervisors and administrators.

ARTICLE 2 – AID TO OTHER UNIONS

The Employer and its designated agents will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or organization for the purpose of undermining the Union in terms of the Union representation of the employees within the bargaining unit as set forth in Article 1. The Union agrees not to enter into any agreement with other unions to circumvent this collective bargaining agreement.

ARTICLE 3 – UNION DUES

A. Financial Responsibility. Membership in the Union is separate and distinct from the assumption by an employee of his equal obligation to compensate the Union for the benefits he receives from representation. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not any employee is a member of the Union. The terms of this Agreement have

been equally made for the benefit of all the employees in the bargaining unit and not solely for the benefit of the members of the Union.

- B. The Union shall certify in writing to the Employer the authorized amount to be deducted monthly from each employee's pay.
- C. Employee Authorization. Each employee may sign and deliver to the Employer an assignment authorizing the deduction of union dues. Such authorization shall continue in full force and effect unless revoked in writing by the employee at least thirty (30) days prior to the effective date of such revocation. Pursuant to such authorization, the Employer shall deduct a pro rata amount of an employee's annualized monthly dues from each bi-weekly salary check.
- D. Employer Responsibility. The Employer shall deduct the authorized amount from each employee's pay and transmit the total deductions to the financial officer designated by the Union within fifteen (15) days following the last pay period in the month, together with a list of each employee for whom deductions were made, except that the Employer shall not be required to make deductions authorized by an employee during any pay period such employee did not provide services to the Employer unless such employee was on a paid leave of absence or receiving sick leave benefits authorized by the Agreement. Deductions shall be made only in accordance with the provisions of the written authorization form as referenced above together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, service fees, special assessments or any other Union deductions not in accordance with this provision. Moreover, the Employer shall not be required to make any such deductions in preference to legally required deductions or if any employee's pay in any pay period is not sufficient to cover such fees. The Employer shall use its best efforts to make the aforesaid deductions in the manner set forth and assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment the Union agrees to refund such monies forthwith.
- E. Application and Indemnification. The Union assumes full responsibility for the validity and legality of the provisions herein set forth. The Union, by the execution of the Agreement, expressly agrees to indemnify and save the Employer harmless from any and all claims, suits or other forms of liability that may arise out of or by reason of this Article.
- F. Discrimination. Neither party shall exert any pressure on nor discriminate against any employee by reason of his joining or refusing to join the Union.

ARTICLE 4 – EMPLOYER RIGHTS

- A. Operation. The Union concedes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America. The Employer or its agent reserves the right to direct the work force and assign duties and responsibilities, determine qualifications, to schedule overtime as

required, to schedule working days and hours, to establish reasonable methods and processes by which such work is performed, and to discipline and discharge for just cause.

- B. Retention of Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, subcontracting, schedules, layoffs, make or amend reasonable rules and regulations, hire, promote, demote, transfer, etc. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by the specific terms of the Agreement are recognized by the Union as being retained by the Employer.
- C. Delegations. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.
- D. Non-Discrimination. The Employer agrees that no individual shall be discriminated against with respect to recruiting, hiring, compensation, promotion, discharge or any other term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, height, weight, physical disability, marital status or political affiliation except where such factor constitutes a bona fide occupational qualification.

ARTICLE 5 – UNION REPRESENTATION & BARGAINING

- A. The Employer agrees to recognize a unit chairperson, one steward, and one alternate steward. The stewards shall act in a representative capacity for the purpose of administering this Agreement in accordance with the grievance procedure established herein. In the absence of the stewards, the unit chairperson shall act as a steward. The function of the collective bargaining committee is to meet with the representatives of the Employer for the purpose of collective bargaining.
- B. The union shall furnish a list of the steward, alternate steward and unit chairperson to the Employer along with periodic changes to the list in a timely manner. The Employer shall furnish the Union with a corresponding list of Employer's designees along with periodic changes to the list in a timely manner. The Employer's designee shall be the Director and any co-employee as may be appropriate.
- C. Stewards, during their working hours, without loss of time or pay, may investigate reported grievances within their designated area and present such grievances to the Employer's designee.
 - 1. Before entering upon such Union business, stewards shall give notice to and receive approval from their supervisor or Employer's designee.

2. Approval for release from their work assignment for this purpose for such time as may be necessary shall not be unreasonably withheld.
 3. Any alleged abuse of this provision by either party shall be a proper subject for a special conference.
- D. Any bargaining shall take place at times other than the normal working hours of employees unless agreed to the contrary by the Employer. It is understood and agreed that if the Employer does consent to bargaining with the Union during the times when employees would be at their assigned duty stations, the Chapter Chair or Designee shall be paid their normal rate of pay. The number of members of a bargaining committee is solely within the discretion of each party hereto; provided, however that each party hereto shall provide the other party with a written statement as to the membership of the bargaining committee and any alternate members thereof.

ARTICLE 6 – SPECIAL CONFERENCES

Special conferences for important matters concerning the Agreement shall be arranged by the Chapter Chairperson and the Employer or its designated representative upon the written request of either party. Such meetings shall be held within ten (10) days of the date of such request unless mutually agreed to the contrary by both parties. Such meetings shall be between at least two representatives of the Union and at least two representatives of the Employer. AFSCME Michigan may be represented if they so desire. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time that the conference is requested. Matters taken up on special conference shall be confined to those included in the agenda unless both parties hereto shall agree otherwise. This procedure may precede, but shall not take precedence over, the grievance procedure as set forth in this Agreement.

ARTICLE 7 – GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article.
1. The termination of services of or failure to re-employ any probationary employee.
 2. To any action or lack of action on the part of the Employer which is required by law.
- C. The Union shall designate a steward to handle grievances when requested by the grievant.
- D. The term “days” as used herein shall mean Monday through Friday excluding holidays and weekends.

- E. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be clear and specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the Article or Section of this Agreement alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- F. Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations hereinafter set forth.
- G. The Union shall have no right to initiate a grievance involving the right of the grievant without his express approval in writing thereon but the Union may initiate a unit grievance.
- H. All preparation, filing, presentation, discussion or consideration of grievances shall be held and conducted at times other than normal working hours for the grievant or a participating Union representative unless agreed otherwise by the Employer. Equipment and/or materials and supplies owned by the Employer shall not be used by the Employee or the Union for the purpose of preparing or typing a grievance.
- I. Where no wage loss has been caused by the action or inaction of the Employer as set forth in the grievance, the Employer shall be under no obligation to make monetary adjustments.
- J. Awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.
- K. Time limits established in the grievance procedure shall be followed by the parties. If the time limits are not followed by an employee or the Union, the grievance shall be considered settled on the basis of the Employer's last answer. If the time limits are not followed by the Employer, the grievance shall remain active and automatically advance to the next step, provided, however, that arbitration shall not occur unless the Union submits a written notice of its desire to arbitrate. The parties hereto may agree to extend the time limits set forth below by mutual agreement in writing.

Grievance Procedure

Level One – An employee believing himself wronged by an alleged violation of the express terms of this Agreement shall within five (5) days of its alleged occurrence, or within five (5) days of the time the offense could have been reasonably discovered by the grievant, orally discuss the grievance with his supervisor in an attempt to resolve same. The Employer shall give the grievant and the Union a verbal answer within five (5) days after the alleged violation has been submitted

to the supervisor. If no resolution is obtained within five (5) days of the discussion, the employee may reduce the grievance to writing in accordance with E. above and proceed to Level Two.

Level Two – A copy of the written grievance shall be filed with the Van Buren Public Transportation Director with the endorsement thereon of the approval of the Union. Within ten (10) days of receipt of the grievance, the Director shall arrange a meeting with the grievant and his Union Steward or Chairperson to discuss the grievance. Within ten (10) days of the discussion, the Director shall render his decision in writing, transmitting a copy of the same to the grievant, the Union Steward or Chairperson. If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant, the Union may within ten (10) days of the decision or lack of decision proceed to Level Three.

Level Three – A copy of the written grievance shall be filed with the County Administrator's Executive Assistant. Within ten (10) days of receipt of the grievance, the County Administrator or their designee shall arrange a meeting with the grievant, the Chairperson, and AFSCME Michigan Staff Representative to discuss the grievance. Within ten (10) days of the discussion, the County Administrator shall render their decision in writing, transmitting a copy of same to the grievant, the Union Steward, AFSCME Michigan Staff Representative, and the Director. If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant, the Union may proceed to Level Four.

Level Four – If the Union is not satisfied with the disposition of the grievance at the previous level, it may, within thirty (30) days of the decision or lack of decision, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules except that each party shall have the right to peremptorily strike not more than three from the list of arbitrators. The parties hereto may continue to hold conferences, by mutual consent, until the time of arbitration.

Arbitration Rules

Arbitration shall be conducted according to the rules of the American Arbitration Association subject to the following:

- A. Neither party may raise a new defense or ground at arbitration not previously raised or disclosed at other levels of the grievance process.
- B. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer and the Union; subject to the right of the Employer or the Union to judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.
- C. The right to judicial review shall be limited to arbitrator decision which is based on bias on areas outside the parameters of this Agreement.
- D. Powers of the arbitrator shall be subject to the following limitations:

1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 2. He shall have no power to establish salary scales or to change any salary.
 3. He shall have no power to neither change any practice, policy or rule of the Transit Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rules or any action taken by the Board.
 4. In rendering decisions, an arbitrator shall give due regard to the responsibility of Employer and its governmental function and shall so construe the Agreement that there will be no interference with such responsibilities, except as may be specifically conditioned by this Agreement.
 5. He shall have no power to interpret state or federal law but must apply the law as it is written or interpreted by the courts.
 6. He shall not hear any grievance previously barred from the scope of the grievance procedure.
- E. If either party disputes the arbitrability of any grievance under the terms of the Agreement, the arbitrator shall have jurisdiction to determine arbitrability. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- F. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties hereto.
- G. The cost of arbitration shall be borne equally by the parties hereto except each party shall assume its own cost for representation including any expense of witnesses.
- H. Employees, including Union Representatives, shall not lose pay for any time off the job while attending arbitration proceedings. Arbitration shall, whenever possible, be conducted on the location where the grievance originated. Upon request, the photocopy machine may be utilized by the Stewards to photocopy grievances to be forwarded to the Union's business representative upon request.
- I. In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular straight hourly rate that he/she would have received during the period of the discharge or suspension, less such compensation as the employee may have earned at other employment and/or received from unemployment compensation during the period of the discharge or suspension. There shall be no payment to the employee for the cost of any fringe benefit premiums not paid

into the Employer's plans by the Employer during the period of the discharge or suspension.

ARTICLE 8 – DISCIPLINARY PROCEDURE

- A. The intent and purpose of the following is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee only for failure to fulfill the employee's job responsibilities or for improper conduct while on the job. The Employer may repeat steps or skip steps depending on the circumstances and severity of the offense. Nothing in this Article shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required under the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.
- B. Whenever possible notification within a reasonable time shall be given to the steward or Union representative prior to any disciplinary action being taken against any employee which may result in any official entries being added to their personnel file. The employer agrees that upon imposing any form of discipline, the designated steward or Union representative shall be promptly notified in writing of the action taken. A copy of oral reprimands may be placed in the employee's personnel file, along with any employee rebuttal, if provided. The official personnel file will be maintained by Human Resources.
- C. The steward or another representative of the Unions shall be present at the time disciplinary action is imposed and shall represent the employee at all levels of disciplinary proceedings. All disciplinary actions shall be subject to the grievance procedure and where it is alleged that the Employer has violated the provisions of Article 7.1 above, the grievance procedure shall constitute the employee's exclusive remedy up to arbitration. Oral or Written reprimands shall not be processed above level two of the grievance procedure.
- D. Before any employee shall be required to make any oral or written statement or reply pertaining to any alleged misconduct on his/her part, the matter shall first be discussed between the employee, a Union representative and the supervisor.
- E. When disciplinary action is necessary, consistent with the Employer's rights reserved above, the Employer will, where appropriate, use the following procedure:
 - 1. Oral Reprimand.
 - 2. Written Reprimand.
 - 3. Suspension(s) not to exceed thirty (30) days, transfer to existing vacancy or demotion.
 - 4. Removal or discharge.

- F. Should it be necessary to reprimand any employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.
- G. The Employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased, but may be lessened.
- H. No employee in the bargaining unit shall be subject to disciplinary action for appearing before a State or Federal grand jury at which they presented testimony under oath and have been sworn to secrecy.
- I. The Employer reserves the right to review the circumstances when employees are charged with the commission of any felony or of a misdemeanor involving criminal moral conduct during working hours or related to the work location or job responsibility. Employees are required to report all felony charges and any misdemeanor charges that the employee believes has a nexus to their work. Pending the Judicial resolution of the charges, the Employer may take disciplinary action deemed necessary, or reassign the employee to a less sensitive position without loss of pay or benefits. Any action taken by the Employer shall be subject to the grievance procedure.
- J. No employee will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform.
- K. Upon request of the employee, an employee's personnel records may be reviewed every six (6) months. Such request shall be complied with within five (5) working days. Any discipline that is more than 18 months old may not be considered for purposes of future discipline unless the discipline received was a suspension or demotion. In this latter event, any discipline that is more than 24 months old may not be considered for purposes of future discipline. No prior disciplinary action not in the personnel records shall be adversely used in any subsequent disciplinary action.
- L. Loss of License. Employees required to possess a CDL as a requirement to perform their duties, i.e., drive a bus shall be suspended without seniority for the period of time the employee loses his license if less than a 90 days. The employee so suspended shall upon return to work be placed on stand-by status until the next semi-annual bid period. At the next semi-annual bid period the employee shall be eligible to bid using their seniority.
- Employees who lose their CDL for 90 days or more for non-medical reasons, may be subject to discharge.
- M. Upon request of the employee, an employee may review their personnel records file consistent with the Bullard-Plawecki Act. Such request shall be complied with within five (5) working days. After twenty-four (24) months of satisfactory service, all oral and/or written reprimands, Performance Improvement Plans, and disciplinary suspensions shall become dated and may not be considered for purposes of future discipline shall be removed from an employee's personnel record. The employee may present a request to Human Resources for removal of dated material. No prior disciplinary action not in the personnel records file shall be adversely used in any subsequent disciplinary action.

ARTICLE 9 – SENIORITY

- A. Seniority shall be defined as an employee’s length of continuous service with the Employer since his last hiring date. “Last hiring date” shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit, retired, or been discharged. No time shall be deducted from an employee’s seniority due to absence occasioned by authorized leaves of absence, vacation, sick or accident leaves or for layoffs except as hereinafter provided.
- B. Seniority by Classification.
1. All Bargaining Unit Job Descriptions shall have separate seniority lists established for each respective job description, listing employee name, craft seniority date, hire date, and classification (full-time/part-time) for each employee in that job description.
 2. Full time vacancies that occur within each separate job description shall be filled by an employee within that job description, pursuant to the provisions in Article 13, C & F (most qualified).
 3. Employees requesting a transfer to another job description, if approved by the employer, shall be assigned a new seniority date effective the day of transfer to the new job description after the successful completion of the 4 week trial period (Article 13, D). This will require amending the description of “seniority” as it is currently described in Article 9, a (seniority).
 4. Part time employees requesting transfer to another job description, if approved by the employer, shall be placed at the bottom of the seniority list (new seniority date) of the gaining job description. The hire date does not change.
 5. Full time employees requesting transfer to another job description, if approved by the employer, shall be placed at the bottom of the part time seniority list (new seniority date) in the gaining job description. The hire date does not change, however the requesting employee changes from full time to part time with the attendant loss of fringe benefits.
- C. All new employees shall be probationary employees until they have worked nine (9) consecutive months since their last hiring date. The purpose of the probationary period is to provide an opportunity for the Employer in its sole discretion to determine whether the employee will qualify for regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or terminated by the Employer without regard to his relative length of service and without cause. Upon the successful conclusion of his probationary period, the employee’s name shall be added to the seniority list as of his last hiring date.

D The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each six (6) months. The names and classifications of all employees who have completed their probationary period shall be listed on the seniority list in order of their hiring or seniority dates, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter of their last name. If two (2) or more such employees have the same last name, the same procedure shall be followed with respect to their first names. The Union shall be notified of all quits, retirements, discharges and new hires on a form provided by the Employer. The Union shall represent probationary employees for the purpose of Collective Bargaining under the terms of this Agreement except discharged, disciplined, or demoted probationary employees.

E. An employee's seniority shall terminate:

1. If he quits, retires or is justly discharged.
2. If, following a layoff, he fails or refuses to return to work within ten (10) consecutive regularly scheduled working days after a written notice sent by certified mail of such recall was sent to his last address on record with the Employer.
3. If he is absent from work for three (3) consecutive regularly scheduled working days without notifying his immediate supervisor, if it is possible for the employee to give such notice. After such absence, the Employer shall send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. This section shall not excuse an employee for being absent from work nor shall it act as a waiver of the Employer's rights to issue disciplinary action due to an employee's absence from work in appropriate cases.
4. If the employee is on layoff for a consecutive period of two (2) years or the length of his seniority, whichever is less.
5. If he accepts employment elsewhere while on a leave of absence (without having receiving prior written permission from the Employer) or does not return to work immediately following the expiration of a leave of absence or sick leave.

ARTICLE 10 – TRANSFERS OUT OF THE BARGAINING UNIT

A. If an employee transfers to a position under the Employer which is not included in the bargaining unit and thereafter within ninety (90) days transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. It is understood that an employee who transfers out of the bargaining unit shall be prohibited from holding a Union office in the unit from which he transferred during the time he is not working in a position within said bargaining unit.

- B. Employees transferred or promoted to positions outside the bargaining unit shall, after 180 days, have their accumulated bargaining unit seniority frozen while working in the position to which the employee has transferred. If the employee has not returned to the bargaining unit by the end of the 180 day time period, their seniority shall be lost.
- C. Employees returning to the bargaining unit as a result of a transfer or employer layoff, displacement or recall shall be returned with only that seniority earned in the bargaining unit.

ARTICLE 11 – LAYOFF PROCEDURE

Layoff shall be defined as an employee(s) displacement from their position or a separation from employment.

Displacement shall be defined as the reassignment, transfer, or demotion of an employee as the result of the elimination of a position, discontinuance of a run reducing the employee from full-time to part-time status or the bumping of an employee by a more senior employee. During a period of layoff or displacement, the first order of priority for filling of vacancies shall be established by this article.

- A. Layoff. In reducing the work force, the last employee hired in the affected classification shall be the first employee laid off provided employees with more seniority in the affected classification are qualified to perform the work available. The last employee laid off shall be the first employee re-hired, provided the employee is qualified to fill the open position.

In the case of bus drivers, the word qualified shall mean possession of a current CDL endorsement. In the event of a layoff, temporary employees shall be laid off first, probationary employees in the bargaining unit shall be laid off prior to the layoff of a regular full-time or part-time employee, i.e. no such employee shall remain employed while regular employees are laid off.

- B. Bumping. Upon being laid off from his/her classification, an employee may displace another employee in another classification when he/she has the skill and experience to perform the job duties and he/she has the greater seniority. The employee shall receive the pay rate of the classification into which he/she bumped. In the event of a scheduled layoff, notwithstanding their position on the seniority list, the chapter chairperson and stewards shall be retained in their respective positions as if they were the most senior employees, provided they are qualified and willing to perform the work in their classifications.
- C. Notification. Employees affected by a permanent reduction in force shall be notified of their pending layoff or displacement two (2) calendar weeks in advance. The notice for informational purposes shall state the reasons for such action. A copy of the notice will be simultaneously forwarded to the Union.

ARTICLE 12 – RECALL PROCEDURE

Employees on layoff shall be recalled in the order of their seniority, the most senior to be recalled first. Notice of recall may be made by telephone and shall be confirmed by certified mail to the employee's last known address with a copy to the Union. It shall be the responsibility of the employee to notify the Employer by certified mail of any change of address immediately following such change. Failure of an employee to report to work not later than ten (10) working days following receipt or delivery of such notice of recall shall be considered a voluntary quit. A recalled employee shall be required to accept any like or associated position on any shift offered by the Employer, subject to said employee's rights to former classification and/or position.

ARTICLE 13 – JOB POSTING & BIDDING

- A. Notice of all vacancies which the Employer has determined to fill and/or newly-created positions within the bargaining unit shall be posted internally for five (5) working days on designated bulletin boards or via electronic notice to the Union Steward who will then distribute copies to all members of the respective unit. Any such notice shall set forth the minimum requirements for the position.
- B. Employees interested in any such posted position shall complete a written job bid form with employee signature and date, within the five (5) day posting period. A locked bid box will be provided for submitting bids. The locked box will be opened by Employer and the Union representative after the close of the bidding period.
- C. The vacancy or newly-created position shall be filled within a reasonable time after the termination of the posting period by the most qualified employee applicant as defined herein. If the position is not filled by the internal bidding process, the Employer shall have the right to employ a new hire.
- D. The successful bidder shall be granted a four (4) week trial period. If the employee's performance is deemed unsatisfactory by the Employer, the Employer shall return the employee to his prior position. An employee who is unsatisfied in the new position during this same four (4) week period may, at his option, return to his former position, provided that it is still available, either because it has been recently filled by a new hire or is being posted.
- E. The employee shall be entitled to receive, during the trial period, the rate of pay designated for the new or vacant position. Such rate shall be that which affords the employee a raise or in the case of a demotion, the least amount of loss.
- F. The most "Qualified applicant", as used herein, shall be determined by the Employer on the basis of the following criteria:

1. Prior applicable education and training.
 2. Prior relevant work experience both inside and outside the Employer.
 3. The length of service of the employee with the Employer.
 4. The requirements of applicable laws and regulations, including licensure/certification requirements.
- G. The Employer, at its discretion, may advertise to receive applications and consider applicants for the position from the general public concurrent with the posting required above. The Employer, may at its option, extend the posting, application and hiring time limits set forth above, provided that current employees shall not be denied their right to be considered for the position by reason of such extension.
- H. The Employer shall post all regularly schedule driver runs annually in March. Each route shall be awarded to the most senior driver bidding on the run. Seniority for purposes of bidding shall mean length of continuous service in the driver classification. Prior to implementing changes in the route runs for bidding and if additional issues arise, the Employer agrees to discuss the proposed changes with the Union Bargaining Committee and will give consideration to the Committee's viewpoints and concerns. This provision does not diminish the Employer's rights under Articles 4 and 21 to establish routes.

Seniority bidding of runs shall be subject to the following restrictions:

1. Nine (9) full time equivalent positions for forty (40) hours duration. Full-time runs will be achieved in five (5) days or less, unless mutually agreed to.
2. No less than four routes of twenty (20) to twenty-nine (29) hour runs bid among the part time drivers.
3. All other assignments based on seniority and business needs.

ARTICLE 14 – TEMPORARY EMPLOYEES

- A. Pursuant to the provisions in ARTICLE 4 – MANAGEMENT RIGHTS, the Employer may hire temporary or seasonal employees to maintain the efficiency of the operations entrusted to it. Such employees shall be limited to an appointment NTE (not to exceed) 80 calendar days and shall not receive more than two (2) such appointments in a calendar year.
- B. Temporary employees shall not be utilized to the detriment of regular full or part time employees.
- C. Pursuant to the provisions in ARTICLE 9 – SENIORITY, any such temporary employees hired shall be listed on an updated SENIORITY STAFF LIST, indicating hire date and job classification, with normal copy distribution.

- D. The intent of this Article is not to displace regular full or part time employees or to limit their schedules. Rather, the purpose is to aid the Employer's ability to schedule extraordinary situations and assignments.

ARTICLE 15 – VETERAN RIGHTS

The re-employment rights of employees and probationary employees who are veterans of the armed forces of the United States, members of the military reserve or the National Guard shall be in accordance with all applicable laws and regulations pertaining to same.

ARTICLE 16 – SUB-CONTRACTING

Nothing contained herein shall preclude the Employer from contracting or sub-contracting that work which, in its opinion it does not have the personnel, equipment or facilities to perform or which, in its judgment it cannot economically and/or practically perform with the existing work

force, provided that no current bargaining unit employee shall be laid off as a direct result of work being performed by an outside contractor.

ARTICLE 17 – CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that any consolidation or elimination of jobs shall not be implemented without a special conference as provided for in this Agreement.

ARTICLE 18 – WORKER'S COMPENSATION

Each employee shall be covered by the applicable Worker's Compensation Laws.

ARTICLE 19 – UNEMPLOYMENT INSURANCE

The Employer shall provide unemployment benefits as required by law.

ARTICLE 20 – SAFETY

- A. A safety committee is hereby established made up of the stewards of the Union and the designated representatives of the Employer. This committee shall meet three (3) times a year to discuss safety problems and may meet more often if required.
- B. The Employer agrees to comply with all MIOSHA regulations that apply to this bargaining unit and the work force.
- C. Employees shall report any safety problems to their supervisor at once on a form supplied by the Employer. Any accident or injury sustained by an employee or a client/customer/patron during working hours shall be reported within twenty-four (24) hours to the Employer in writing on an accident form provided by the Employer.

- D. When a supervisor is advised of a safety problem, he shall attempt to address the problem within twenty-four (24) hours. If he is unable to address the problem, it shall be referred to the Safety Committee where it shall be reviewed within 48 hours and thereafter a recommendation shall be made to the Employer.
- E. No employee shall be required to perform work in an unsafe work place that might result in an injury until the Safety Committee has met and resolved the problem or MIOSHA has investigated a complaint. The Master mechanic, licensed per Michigan Department of State Motor Vehicles Division is responsible for the vehicle inspection for safety, mechanical, electrical and general repairs as needed. He will determine if a vehicle is road worthy and should be used or not.
- F. Employees shall observe all safety rules which are established by the Employer and shall use such safety equipment as may be provided and required by the Employer. Employees shall use such safety equipment as may be provided and required by the Employer, OSHA, MIOSHA and Department of Transportation.

ARTICLE 21 – WORK SCHEDULES

- A.
 - 1. All employees scheduled for six (6) or more hours per day shall be required to take at least a (30) thirty minute lunch break each day. Lunch shall be scheduled as close to the middle of the employee's schedule as possible. A longer lunch break may be agreed to by Employer.
 - 2. All employees are entitled to take a fifteen (15) minute rest period in the A.M. and a fifteen (15) minute period in the P.M. Rest periods shall not be added to the lunch hour nor used before or after regular work hours or accumulated in any manner.
- B.
 - 1. A time card/clock or supervisor entry shall be used to determine the beginning and ending of the employees' shift. Lunch periods and lay-overs (which are recognized as time periods during which an employee may be taken off the clock and not compensated therefore) may be recorded by the dispatcher. The dispatcher shall inform the employee of the lay-over time when recording same.
 - 2. The time card/clock or supervisory entry shall be the official record to determine the employee's hours worked each day. Drivers shall promptly record time on timecard after turning in their receipts for the day. The dispatcher may record the driver's lunch and break time as required.
 - 3. The Employer reserves the right, because of client demand, to occasionally cancel breaks. However, the Employer agrees to pay for any lunch or break time not given employees.
- C. SCHEDULING: The employer agrees to schedule no less than the following weekly assignments subject to layoff procedures:

1. Nine (9) full-time equivalent positions of forty (40) hours duration. Full-time runs will be achieved in five (5) days or less, unless mutually agreed to.
 2. Four (4) routes of twenty (20) – twenty-nine (29) hours duration.
 3. Four (4) Full Time dispatchers including lead and one (1) Part time dispatcher.
 4. One (1) Full time Certified licensed mechanic.
- D. No Guarantee of Hours: This Article is intended to provide a basis for establishing normal work schedules for the employees. It shall not be construed as a guarantee of hours of work per day or per week by the Employer. Further, the Employer retains the right to call-in substitute drivers, part-time drivers, or part-time dispatchers to avoid paying overtime.
- E. WEEKEND PREMIUM: Employees scheduled to work on Saturday and Sunday shall receive, in addition to their regular wages, a weekend premium of one dollar (\$1.00) per hour for each hour worked on Saturday and Sunday.

ARTICLE 22 – WAGES

The compensation schedule for employees covered by this Agreement is set forth in Appendix “A” which is attached hereto and made a part hereof.

ARTICLE 23 – INSURANCE BENEFITS

The Employer shall provide insurance benefits for the employees covered by this Agreement as set forth in Appendix “B” which is attached hereto and made a part hereof.

ARTICLE 24 – UNPAID LEAVE OF ABSENCE

- A. An employee may be granted a leave of absence without pay and without the accrual or accumulation of any fringe benefits upon prior written approval of the Employer for any of the following reasons:
1. Because of the physical or mental disability of the employee.
 2. Because of extraordinary reasons, sufficient in the opinion of the Employer to warrant such leave of absence.

Employees must exhaust all available paid time off before taking leave without pay.

- B. Leave of absence granted to employees for physical or mental disability, which may include, by way of illustration not limitation, pregnancy, may be extended beyond six (6) months for an additional period of time not to exceed six (6) months at the expiration of which time the employee shall either produce evidence that he is physically and/or mentally capable of returning to work, subject to the Employer’s examining physician’s approval, or the

employee's services shall be terminated. Written notice of such termination shall be given to the employee's last known address and a copy filed with the Employer and the Union.

- C. Any employee who has been terminated due to a disability and who, within two years, recovers from such disability may be placed on the reemployment list subject to the recommendation of the Employer's examining physician.
- D. When the employee requests the leave, he or she shall indicate to the Employer the length of leave time requested.
- E. Upon return from unpaid leave, an employee shall be reinstated, without having accumulated seniority or any fringe benefits during a leave and return to his/her previous position, if available.
- F. Not more than one (1) employee in the Bargaining Unit shall be allowed a leave of absence without pay and without loss of seniority for up to five (5) working days to attend a conference or convention of the Union.

ARTICLE 25 – UNION BULLETIN BOARDS

The Employer shall provide bulletin boards in each building which may be used by the Union for posting notices pertaining to Union business. The Employer may restrict the materials displayed on the bulletin board in terms of profanity, good taste, timeliness, and law. In addition, no material may be posted that is derogatory toward the employer or any employee. No Union material of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards.

ARTICLE 26 – ANTI-DISCRIMINATION

The parties hereto agree that neither shall discriminate against any employee because of race, color, religion, national origin, ancestry, age, sex, gender preference, marital status, nationality, disability, union affiliation or political belief.

ARTICLE 27 – SMOKING

The use of tobacco products, including smoking, e-cigarettes and vaping, is prohibited within all VB County properties, buildings and vehicles.

ARTICLE 28 – MAIL

The Employer agrees that interoffice mail addressed to a particular individual will not be opened but rather transmitted forthwith to the employee so addressed. It is understood by the parties hereto that U.S. Mail, unless marked personal and confidential, will be opened prior to being transmitted.

ARTICLE 29 – CAPTIONS

Captions are included within this Agreement only for the convenience of reference and shall not modify in any way the provisions herein.

ARTICLE 30 – GENDER

As used and set forth in the Agreement, the male gender shall include the female and female gender shall include the male as this Agreement may refer to employees in any Article hereof, it being expressly understood that there shall be no distinctions among employees in regards to gender.

ARTICLE 31 – DISTRIBUTION OF AGREEMENT

The Employer agrees to make available, with the mutual assistance of the Union a copy of this Agreement to each employee and to provide a copy of this Agreement to all new employees entering the employment of the Employer who are eligible for membership in the bargaining unit.

ARTICLE 32 – STRIKES & LOCKOUTS PROHIBITED

The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of programs and operations. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, any strike, nor shall any employees take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities and operations at any time or place within the county government system. The Employer agrees during the term of this Agreement no to “lock-out” employees or prohibit them from working.

ARTICLE 33 – MODIFICATION OF AGREEMENT

Either party hereto may request in writing to the other party to negotiate a modification, clarification or amendment to this Agreement. Any such modifications, clarifications or amendments that may be agreed upon shall be in the form of a “Letter of Understanding,” signed by both parties and attached to this Agreement as a part thereof.

ARTICLE 34 – INTERPRETATION & INVALIDITY

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws and regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, either party may request that the parties hereto meet for the purpose of renegotiating any such invalidated provisions.

ARTICLE 35 – EFFECTIVE DATE OF AGREEMENT

- A. This Agreement shall become effective as of January 1, 2026, unless a different date for a specific item shall be specified herein.
- B. This Agreement shall continue in full force, the expiration date being December 31, 2028, and shall not be extended beyond that date unless agreed to in writing by both parties hereto. Either party hereto shall give sixty (60) days written notice to the other party of their intent to extend this Agreement past the aforesaid expiration date or of their intent to negotiate a change in the terms and conditions thereof.

ARTICLE 36 – COMPLETION OF AGREEMENT

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

ARTICLE 37 – HOLIDAYS

- A. The following shall be recognized as legal holidays for which full-time employees (i.e. those normally scheduled to work 40 hours per week) will not normally be scheduled to work but for which they shall receive pay subject to the provisions of this Article:

New Year’s Day	Memorial Day
Juneteenth	Independence Day
Union Day (Labor Day)	Thanksgiving Day
The day after Thanksgiving	Christmas Eve
Christmas	New Year’s Eve Day
Personal Holidays * (Three)	

* Personal holidays to be scheduled by the supervisor as PTO in accordance with ARTICLE 39 below. Personal holidays do not accrue from year to year, and compensation for unused Personal holidays is not due upon termination.

- B. When any of the aforementioned holidays occur on Saturday, the preceding Friday shall be considered the legal holiday.

- C. When any of the aforementioned holidays occur on Sunday, the following Monday shall be considered the legal holiday.
- D. When a full time employee has other than Saturday/Sunday as non-scheduled work days, and, when any of the aforementioned holidays occurs on a full time employee's non-scheduled work day, the employee's last previous work day will become that employee's designated holiday. Any holiday scheduling shall be considered as a one time event/occurrence and will not be considered for overtime equalization purposes.
- E. Holiday scheduling – All Holiday Schedules shall be considered a unique one time event/occurrence without regard or recourse to the Overtime Desired List (OTDL) or overtime equalization.
- F. Two (2) weeks prior to a holiday, all employees shall sign their name on a Holiday Schedule Volunteer List.
- G. If the services of FT employees are required for that Holiday Schedule, the Employer will select from those FT employees, by seniority, who signed their names on the Volunteer list. Failing enough volunteers, the employer will assign holiday duties by juniority (invert seniority), starting at the bottom of the seniority list each Holiday. It is understood by both parties that part time employees shall be scheduled to work prior to requiring full time employees in reverse order of seniority.
- H. To qualify for pay on the holiday, or designated holiday, as listed above and in Article 38, E., the employee must have worked the last scheduled work day before the next scheduled work day following such holiday, except in cases where the absence on such day or days is due (1) to the fact that such day or days occurred during his/her regular scheduled vacation; or (2) to the fact that his/her absence on such day or days is of a nature which is compensable under this Agreement; or (3) to the fact that he/she is on an approved shortterm leave of absence, the duration of which is no more than five (5) working days; or (4) to the fact that he/she is authorized the day of days off by the Employer.
- I. Holiday Pay for Part-time Employees. All regular part-time employees will be given six (6) days of holiday pay prorated based on their average work day hours during the 30 day period immediately preceding the holiday. These holidays include Thanksgiving, day after Thanksgiving, Christmas, Christmas Eve, New Year's Eve and New Year's Day.
- J. Seasonal Gift. At the Employer's discretion, a seasonal gift may be provided to all employees.
- K. Personal holidays may be taken in one (1) hour to eight (8) increments.

- L. Employees who convert from part-time employees to regular full-time employees will receive a pro-rated portion of the Personal Holidays based on their date of hire:

Hired January – April: 3 Personal Holidays granted

Hired May – August: 2 Personal Holidays granted

Hired September – December: 1 Personal Holiday granted

- M. Holiday Pay for Employees Who Work 6 Days a Week. A regular full-time employee who is normally scheduled to work six days a week will receive holiday pay based on the number of hours that the employee is regularly scheduled to work on the days that the Employer closes due to holiday.

ARTICLE 38 – OVERTIME & COMPENSATORY TIME

- A. All overtime shall be paid in accordance with the Fair Labor Standards Act as amended and as interpreted by the Federal Courts subject to the following provisions.
- B. Employees shall receive overtime pay at a rate of 1.5 times their regular rate of pay for hours worked in excess of forty (40) in a work week.
- C. Employees who are called in from home to work in an emergency shall be guaranteed a minimum of three (3) hours of work or pay in lieu thereof, as determined by the Employer.
- D. Employees who are required or volunteer to work on one of the designated holidays in this Agreement shall receive 1 ½ their regular hourly rate for hours worked. In addition full time employees will receive their holiday pay.
- E. All overtime shall be approved in advance by the Director or designee.
- F. Full time employees who are taken off their regularly scheduled run by the Employer and are put on another run which thereby places them into a different run classification (e.g. from a 30-40 hour per week bid run to a 20-29 per week bid run) shall be compensated for the same number of hours that he/she would have received on his/her regular run.
- G. **OVERTIME DESIRED LIST FOR FULL TIME EMPLOYEES**

Those full time (FT) employees wishing to work overtime (OT) within their job classification shall place their name on the Overtime Desired List (OTDL) prior to the start of each calendar quarter. 26 pay periods will be divided into four (4) quarters. Each Job classification will have their own OTDL.

When the need for overtime arises during the calendar quarter, the OT opportunities will be offered first to those FT employees on the OTDL.

FT employees on the OTDL may be allowed to decline the OT opportunity if another FT employee on the OTDL, or other volunteer, is available to work the OT. All OT opportunities declined are considered hours worked for the purpose of OT equalization.

FT employees may submit written request, with twenty four (24) hours advance notice, to be removed from the OTDL for the remainder of the quarter without prejudice.

Those FT employees who do not request to work overtime shall not be required to do so until/unless the OTDL has been exhausted and all available PT employees have been utilized. Those not on the OTDL who are required to work OT shall be assigned the OT hours by invert seniority in each case without regard to accrued hour's per quarter to date (QTD).

All OTDL hours worked and opportunities offered will be accrued, monitored, updated QTD and then posted at the end of each two week pay period. OT hours will be kept even within fifteen (15) hours by the end of each quarter.

A new OTDL with zero balance shall begin with the start of each new calendar quarter.

WORK HOURS AND OPPORTUNITIES FOR PART TIME (PT) EMPLOYEES

During each calendar quarter, work hours and work opportunities for PT employees will be accrued, monitored, updated QTD, and posted at the end of each two week pay period. Every attempt will be made to equalize work hours and opportunities among the PT employees. A new list shall be posted with a zero balance beginning each new quarter.

It is incumbent upon each PT employee who is wage limited by government regulation to notify the employer of such limited availability before the start of each new calendar year. Throughout the year the supervisor or designee will plan a work schedule that is fair and equitable to both the employer and employee. The intent is to ensure the availability of the employee throughout the year.

ARTICLE 39 – PAID TIME OFF (PTO)

All paid leave is combined into one bank of PTO. PTO also includes time off needed for reasons covered by the Michigan Earned Sick Time Act (ESTA) and this provision is designed to comply with that Act. See below as well as the Posters located in the Administration Office for more information regarding ESTA.

Regular Full Time Employees shall accrue Paid Time Off based on their date of hire (anniversary date) according to the following schedule:

Years of Service	PTO Accrual per Pay Period
0-2	5.80 hours
3-4	6.43 hours
5-9	7.76 hours
10-14	8.84 hours
15+	9.86 hours

Rules for PTO Usage for Full-Time Employees:

Employees hired before January 1, 2023, have a maximum accrual of one thousand (1,000) hours of PTO. Employees hired on or after January 1, 2023, but before January 1, 2026, have a maximum accrual of five hundred (500) hours of PTO. Employees hired on or after January 1, 2026, will have a maximum accrual of three hundred and twenty (320) hours of PTO. PTO accrual will pause if the balance reaches the applicable cap and will resume when the balance falls below that cap.

Planned PTO must be scheduled with the employee’s supervisor as far in advance as possible (generally at least two (2) calendar weeks unless the PTO is ESTA-qualifying in which case notice must be provided at least 7 days in advance if the need for PTO is foreseeable). Planned PTO will be granted if it is ESTA-qualifying. If it is not ESTA-qualifying, approval of planned PTO requests will depend on the operational needs of the Employer, workload, number of other PTO requests, etc.

Unplanned PTO can be used for any unscheduled reason (illness, emergency, etc.). When using unplanned PTO, the employee must provide notice as soon as practicable, but in all cases must comply with their department’s call in procedures unless doing so is impossible. When appropriate, the supervisor may require documentation proving the nature of the absence.

Employees may take up to 72 hours of PTO per calendar year for any reason covered by ESTA in the manner required by ESTA. After those 72 hours are exhausted, full-time employees may still use PTO for any reason, but ESTA rules and protections will not apply.

When an employee requests planned PTO or provides notice of the need for unplanned PTO, the employee must specify the reason for the PTO so that the Employer can properly determine if it is covered by ESTA. PTO can be taken in quarter (1/4) hour increments.

If a recognized holiday falls during an approved planned PTO, the employee will receive holiday pay for that day and will not be required to use PTO.

The use of PTO shall not be allowed in advance of the PTO being earned. An employee having insufficient PTO leave to cover a period of absence, and unless the employee has timely made arrangements to be on approved unpaid leave (e.g., FMLA, medical leave, etc.), shall be considered an unexcused absence and subject to disciplinary action.

Employees will be paid their current rate of pay based on their regular scheduled workday while on PTO and will receive credit for benefits.

Annual Payout for Regular Full-Time Employees

Annually, up to fifty-two and a half hours of PTO may be cashed in by regular full-time employees. The employee cannot elect this payout if the employee's PTO balance would fall below one hundred fifty (150) hours of PTO as of September 1. The payment will be in October of each year at the employee's current hourly rate of pay. The employee must make their written election for this payment in September of each year.

Separation/Resignation of Regular Full-Time Employees

Effective January 1, 2026, regular full-time employees hired on or before January 1, 2026, who terminate employment will be paid out their accrued and unused PTO up to a maximum of five hundred (500) hours.

Regular full-time employees hired on or after January 1, 2026, will receive their accrued and unused PTO up to a maximum PTO payout of three hundred and twenty (320) hours upon resignation or separation from employment.

Regular full-time employees shall have the option of being paid out via check or direct deposit, having the PTO payout deposited in the employee's tax-deferred 457 plan, or having the PTO payout placed in the employee's tax-free MERS HCSP, or any combination of the above.

PTO for Part-Time and Seasonal Employees

Part-time and seasonal employees will accrue PTO as required by ESTA. This is referred to as ESTA PTO. Part-time and seasonal employees will accrue ESTA PTO at a rate of 1 hour for every 30 hours actually worked. Non-working, but paid time, is not counted as hours worked.

Part-time and seasonal employees may use up to 72 hours of ESTA PTO in an anniversary year (based on their date of hire) for any reason covered by ESTA. Part-time and seasonal employees may not use PTO for any other reason.

New part-time and seasonal employees will be eligible to use ESTA PTO only after completing a 120-day waiting period from their date of hire. ESTA PTO may be used in quarter (1/4) hour increments.

For part-time and seasonal employees, unused ESTA PTO will carry over to the next calendar year; however, employees cannot use more than 72 hours of ESTA PTO in a single calendar year.

For part-time and seasonal employees, unused ESTA PTO will not be paid out upon termination of employment, retirement, or resignation.

ARTICLE 40 – BEREAVEMENT LEAVE

Employees shall receive pay for a day necessarily lost during their normal scheduled work week not to exceed five (5) consecutive work days to grieve, arrange services, attend services, or settle the estate after the death of a member of their immediate family. For purposes of this Article, immediate family shall be defined as an employee's current spouse, parents, stepparents, grandchildren and children of the employee or the employee's current spouse. Three (3) consecutive work days to grieve, arrange services, attend services or settle the decedent's estate will be granted for current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, siblings, nieces, nephews, aunts, uncles and grandparents of the employee or the employee's current spouse or for members of the employee's household. If the funeral is in excess of three hundred (300) miles from Van Buren County, and provided the employee attends the funeral, then the employee may take an additional two (2) days of paid leave (up to 7 total consecutive work days for immediate family; up to 5 total consecutive work days for non-immediate family).

Permanent part-time employees shall receive pay for a day (prorated to their average work day hours based on a 5 day work week) necessarily lost during their normal scheduled work week not to exceed two (2) consecutive work days to either arrange services, attend services, or settle the estate after the death of a member of their immediate family. For the purpose of this Article, immediate family shall be defined as an employee's current spouse, parents, stepparents, grandchildren and children of the employee or the employee's current spouse. One (1) work day will be granted for current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, siblings, nieces, nephews, aunts, uncles, grandparents of the employee or the employee's current spouse or for members of the employee's household.

ARTICLE 41 – JURY DUTY

An employee shall be entitled to leave with pay for jury service, less any jury service fees paid, if he is unable to be excused or to have such service scheduled at a time which does not conflict with the discharge of his scheduled employment duties. The employee shall return to his duties whenever his attendance in court is not actually required. This same procedure shall apply when an employee receives a subpoena to appear in a court of law or a quasi-judicial hearing.

ARTICLE 42 – MILEAGE FOR PRIVATE VEHICLE USE

Employees who are requested by the Employer in advance to use their personal vehicles to conduct business for the Employer shall be reimbursed at the then current IRS rate. Employees shall comply with such mileage reimbursement procedures as the Employer may require.

ARTICLE 43 – ACT OF GOD

1. Should the Employer cancel any driver's route because of the weather, or any other act of God, by telephoning or contacting the employee, or leaving a message at his/her home, by two hours before shift starts, the Employer is not required to pay the driver for the cancellation. However, if a full-time driver wishes to be paid, then he or she

may choose to take a vacation day of pay or a floating holiday for the canceled day's run.

2. If an employee's run is canceled, for the above reasons and the employee is not notified by two hours before shift starts, the employee shall receive his/her normal pay for that day as follows:
 - A. Full time Employees scheduled to work eight hours per day.
 - B. Part time employees scheduled to work shall be paid three (3) hours pay.
3. If the schedule is canceled for the above reasons after it has begun, then the employee shall finish their day at base to receive the balance of their normal pay for that day, or opt to request vacation, floating holiday hours, or L.W.O.P. (Leave without pay) to complete their day.
4. In the event Transit closes, all employees shall be paid for all hours in their scheduled shift.

ARTICLE 44 – LICENSES AND OTHER CERTIFICATIONS

All employees shall be required to maintain the necessary licenses and/or certifications appropriate to their job. The Employee agrees to self-disclose any violations as described in VBPT fleet policy. Costs of State and County licensing fees certifications shall be paid by the Employer, provided that the employee provides adequate documentation to support payment or reimbursement of the fees. This will be administered as described in hiring policies and practices. Loss of a CDL endorsement, if a job requirement, shall be grounds for discipline up to and including dismissal. MDOT physicals should be scheduled during regular working hours. If appointments are unable to be scheduled during this time, drivers shall receive their regular rate of pay to attend the appointment. When scheduled during regular work hours, the employee will be paid for the time attending the physical. Employees will not be required to use PTO for the physical. The Employer will pay for one (1) MDOT physical per year.

ARTICLE 45 – DRUG/ALCOHOL TESTING

The U.S.D.O.T. re-issued its regulations in 2009, which became effective for rural, non-urban transit properties on August 31, 2009, the parties are mutually agreeable to the implementation of these regulations.

ARTICLE 46 – FAMILY AND MEDICAL LEAVE ACT OF 1993

See FMLA Policy or ask your supervisor for a current copy.

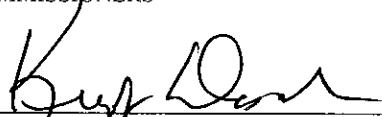
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

VAN BUREN PUBLIC TRANSIT
CHAPTER OF LOCAL 2628.12
AFSCMEMICHIGAN

VAN BUREN COUNTY
VAN BUREN COUNTY BOARD OF
COMMISSIONERS



AFSCME MICHIGAN Chapter Chairperson



Van Buren County Board of Commissioners Chair

Mark Williams 2/17/2026

AFSCME MICHIGAN Representative

APPENDIX A

WAGE SCHEDULE

Year 1. Effective January 1, 2026, the following wage increase shall go into effect:

- All classifications shall receive a 3% across the board wage increase.

Year 2. Effective January 1, 2027, the following wage increase shall go into effect:

- All classifications shall receive a 3% across the board wage increase.

Year 3. Effective January 1, 2028, the following wage increase shall go into effect:

- All classifications shall receive a 3% across the board wage increase.

APPENDIX B – BENEFITS

Van Buren Public Transit mirrors Van Buren County's medical, dental, vision, life, disability, MERS and deferred comp. benefit plans with the exception that Part time new hires will not be mandated to enroll into MERS. Because of the unpredictable state of the health care benefits offered and/or negotiated between VBC, AFSCME Michigan, and its employees, it must be understood that VBPT's health care benefits package will follow changes agreed to by Van Buren County and AFSCME Michigan.

- I. The Employer agrees to provide insurance benefits in accordance with this Appendix for all employees who are normally scheduled to work thirty (30) or more hours per week. Employees who are normally scheduled to work less than thirty (30) hours per week shall not be eligible for any of the benefits provided in the Appendix.
- II. The Employer will under its self-insured plan offer multiple health insurance plan options, with details of each plan set forth in Appendix "B", Attachment "1" (Attachment 1 to reference Alternates 4, 5, and 6). Employees shall also have the option to elect either of the two available dental plans.
- III. An Employee who has alternate health insurance coverage available and who opts out of the Employer's health, dental and vision insurance will be paid two hundred dollars (\$200.00) per pay period (i.e. "opt out" payment). This option shall not be available to Employees who are normally scheduled to work less than thirty (30) hours per week. Employees who are covered by Van Buren County insurance due to their spouse's or parent's insurance through the County are not eligible for this opt out stipend. Proof of alternate coverage may be required for any employee electing to waive County coverage.
- IV. Employer's will follow the "hard cap" requirements of Section 3 of the Publicly Funded Health Insurance Contribution Act (Act 152 of 2011) hereinafter referred to as the "Act" for the immediate future. Accordingly, the Employer will pay no more of the total annual costs of the medical benefit plan selected than the amounts annually determined by the state treasurer pursuant to Section 3 of the Act. The Employees will pay the balance of those costs, if any. For purpose of this provision, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts or similar accounts used for health care and the Michigan Claims Tax, but does not include the costs of dental and vision and does not include beneficiary-paid copayments or beneficiary payments into health savings accounts, flexible spending accounts or similar accounts used for health care. Employees will pay the remaining medical benefit costs attributable to the coverage they select (i.e. single, double, or family) biweekly by payroll deduction. Employees shall pay 50% of the vision premium. The amount paid shall be adjusted annually based on the illustrative or premium rates and the total costs of the medical benefit plan as detailed above. The election by the County provided in Section 4 and 8 of PA 152 may be made annually. The Employer has established a Section 125 plan that will allow Employee's premium participation to be paid "pre-tax".
- V. Employees will contribute 50% for the Vision 24 Plan with the Employee option and expense to upgrade to the Vision 12 Plan.

VI. The Employer has established a Section 125 Plan that will enable Employees to set aside “pre-tax” dollars for un-reimbursed medical, dental and vision claims and for child care/dependent expenses. The Employer will also establish a Health Savings Account (HSA) for those employees electing the high deductible health insurance option/plan. The Employee may make pre- tax contributions to their Health Savings Account (HSA) or Flexible Spending Account (FSA) up to the established limit set by the IRS.

Effective January 1, 2020, if the employee chooses a health insurance plan option, and if the annual premiums associated with that plan option are less than the “hard cap” the County will on a monthly basis direct deposit the difference into the employee’s HSA account.

The County will annually pay each employee a net sum sufficient to cover the employee’s annual Michigan Claims Tax, in the event the Michigan Claims Tax is reinstated.

The County will maintain and fund a countywide joint wellness program. Each bargaining unit has the right to representation on the joint wellness committee equal to that of any other participating bargaining unit or employee group. Employees who actively participate in the employer-sponsored wellness program shall receive the same benefits/incentives that are offered to any other participants. Employees will be re-imbursed for gym/workout facility costs up to the monthly amount established by the joint wellness committee.

VII. The Employer reserves the right to determine and/or change insurance carriers and/or underwriters at any time provided that thirty (30) days advance notice of any such determination or change shall be given to the Union. The Employer shall not, be reason of this provision, reduce the benefit levels without the consent of the Union.

VIII. The Employer’s sole responsibility under the Appendix is to provide premium payments on behalf of eligible employees as set forth herein and the coverage referenced herein are offered specifically subject to the rules and regulations of the various insurance carriers and/or underwriters.

IX. The Employer agrees to pay the full cost of group term life insurance coverage on behalf of each eligible employee in the face amount of \$20,000.00. The provision shall be subject to modification by any appropriate federal regulations.

X. All eligible employees may participate in the Van Buren County Deferred Compensation/Pension Plan (457/401A) in accordance with the terms and conditions of the Plan.

A. Effective the first full pay period of May 2003 without regard to an employee contribution, the County will contribute as follows on base pay to the Thrift Plan:

- | | | |
|----|--------------------------|----|
| 1. | 0 – 10 years of service | 5% |
| 2. | 10 – 20 years of service | 6% |
| 3. | 20+ years of service | 7% |

All caps have been lifted. The Employer's contribution will range from a minimum of 5% to a maximum of 11% (See XI) of base pay.

- XI. If an employee makes at least a 3% contribution to the Deferred Compensation Plan, the County will provide an additional match of 4% of base pay to the Thrift Plan.

MERS

- 1. Van Buren Transit will enhance full time employees benefits plan by offering the MERS defined benefit pension plan which mirrors and is currently offered to other AFSCME Michigan represented employees of Van Buren County.
 - 2. Current full time employees will have the one time opportunity to refuse to participate in the plan.
 - 3. Part time employees are not eligible, however will be credited prior service credit should they become full time. Current contract wording from all Local agreements with AFSCME Michigan is below (XII – XIV) and is representative of Van Buren Transit's Defined Benefit Program.
 - 4. Van Buren Transit's division of MERS will be 100% funded and will contribute a variable rate of 3.76% - 5% (per current actuary and plan projections of employee participation) and employees will contribute a mandatory 5% of their base salary.
- XII. Eligible employees hired after January 1, 2005 shall participate in the Van Buren County Defined Benefit Plan (MERS). The Van Buren County Deferred Compensation and Thrift Plan programs shall also remain in effect as of the effective date of this Agreement. Such participation shall be in accordance with all rules, regulations and procedures which may govern the plans as set forth in the plan documents. Copies of the plan documents shall be available for review in the Office of the County Administrator.
 - A. In addition, all employees, regardless of their participation in the MERS plan, may participate in the Van Buren County Deferred Compensation/Pension Plan (457) in accordance with the terms and conditions of the Plan. Transit will contribute to only one plan choice.
 - B. Effective the first full pay period of May 2003 without regard to an employee contribution, the County will contribute as follows on base pay to the Thrift Plan:
 - 1. 0 – 10 years of service 5%
 - 2. 10 – 20 years of service 6%
 - 3. 20+ years of service 7%

All caps have been lifted. The Employer's contribution will range from a minimum of 5% to a maximum of 11% (See XI.) of base pay.

- XIII. Effective the first full pay period of May 2003, in addition to the money set forth in X. above, if an employee makes at least a 3% contribution to the Deferred Compensation Plan, the County will provide an additional match of 4% of base pay to the Thrift Plan.

- XIV. Employees were provided with a one-time option to roll over to MERS, which was offered at the agreement to this letter of understanding to be effective August 1, 2014.

Employees who made the decision **not** to roll over to MERS will be covered by the Van Buren County Deferred Compensation Plan. Employees who decided to roll over to MERS, and participate in the MERS Defined Benefit Plan will be covered by the following provisions. The same provisions apply to employees hired subsequent to January 1, 2005.

- A. Benefits are provided by the Municipal Employee's Retirement System of Michigan (MERS), as authorized by 1996 PA 220. Benefits available are those provided under the MERS Plan Document of 1996.
- B. Benefit Programs Formula are:
 - 1. C2 (B1)
 - 2. Vesting 10 Years
 - 3. Final Average Compensation 5 years
 - 4. F55 (25) Rider
 - 5. Prior Service Credit Included
 - 6. Employee Contribution 5%

The Deferred Compensation Plan will remain as an employee option.

Effective as of the day first above written.

- XV. Effective January 1, 2010 the County has established a Health Care Savings Plan (HCSP) through MERS for the sole purpose of providing employees a tax free health savings plan upon retirement or termination.

The program is mandatory for each employee with contributions ranging from a minimum of \$5.00 per pay period up to \$500.00 per pay, or as limited by IRS guidelines.

The employee will fund the cost of the administrative fee. There will be no vesting cycle and amounts contributed can be increased but cannot be decreased.

Employees shall annually have the ability to convert any entitled portion of their annual PTO payment to cash or a tax deferred 457 plan with the remaining balance being placed in the employee's tax-free MERS HCSP.

Upon termination of employment, employees shall have the option to convert any of their entitled PTO leave payments to cash or a tax free deferred 457 plan with the remaining balance being placed in the employee's tax-free MERS HCSP. Employees can also make Post-Tax voluntary contributions to the MERS HCSP.

APPENDIX C

SHORT TERM AND LONG TERM DISABILITY PLAN

- I. Effective July 1, 2003, the existing Income Protection Plan was rescinded and replaced with a self-funded Short Term Disability Plan and commercial Long Term Disability Plan.
- II. During the fourteen (14) calendar day waiting period, the employee must use sick time, vacation time then personal time.
- III. An employee may supplement the remaining 33% of base wage by using available sick time, vacation time and personal time as outlined in Item II above to receive a full paycheck. The employee must provide the Employer with a written form authorizing the payment from available paid leave. Should the employee supplement this STD/LTD Plan the employee shall continue to receive all benefits provided under the Collective Bargaining Agreement.
- IV. Health Insurance, seniority and employment will be maintained for no more than a period of fifty-two (52) weeks while receiving the STD/LTD Plan benefits at the same level and under the same conditions which existed when the employee went out subject to any changes authorized by the Collective Bargaining Agreement of future Collective Bargaining Agreements. Health insurance, seniority and employment will terminate after fifty-two (52) weeks of disability leave unless the employee provides a certification from a health care provider that there is a reasonable likelihood that the employee will be medically fit to return to work within an additional maximum of twenty-six (26) weeks without restrictions. Employees who are on LTD at the time these changes go into effect shall retain the plan in effect at the time their leave began.
- V. The Employer reserves the right to self-fund or purchase coverage of this plan through an insurance carrier of the Employer's choice or if a plan is purchased to change to self-funding at the Employers option provided the benefits remain as agreed to under this Article.
- VI. The employer reserves the right to require appropriate documentation of disability. The Employer further reserves its right to require and employee to see an Employer designated physician to verify disability or an employee's ability to return to work.

Should a dispute arise between the employee's physician and the Employer's physician, the parties agree that a third physician will be selected to determine either the employee's disability or the employee's ability to return to work and that third physician's opinion shall be binding on the employee, Employer and Union.
- VII. An employee who is on short or long term disability and is not supplementing to make whole shall not accrue paid time off or receive holiday pay.