

**FIXED ROUTE  
COLLECTIVE BARGAINING  
AGREEMENT**

**Amalgamated Transit Union, Local 1637 and Veolia Transportation**

**Effective January 01, 2006 through December 31, 2010**

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## **SECTION 1 - PARTICIPATIVE WORK AGREEMENT**

- 1.1** The Union and the Company agree to pursue a partnership that promotes cooperation, education and involvement through maximum communication, trust, and understanding for the material benefit of the Company and its employees.
- 1.2** The Agreement supports the need for the union/management partnership to investigate, consider and test alternate approaches to work procedures, training, pay systems, etc., in order to facilitate both individual and group contribution toward improved quality and employee/employer satisfaction.
- 1.3** In support of this Agreement, it is recognized that the Union has a legitimate role in assuring appropriate fairness and due process for employees it represents. In addition, it is expected that Union executives will be active and constructive participants in the evaluation of the union/management partnership. Further, it is recognized that contractual wage rates shall be the base for any new pay systems which may be developed and that seniority rights will prevail.

The Union and the Company are strongly committed to this participative work agreement as a means of promoting strong union/management relations that will provide a workplace that expands the opportunity for each individual to share in the success of the Company.

- 1.4** The Union may invite company representatives to attend typically Union conferences/meetings--either as observers or participants. Likewise, the Company may invite Union representatives to attend typically management conferences/meetings--either as observers or participants. This will be expanded as needed to further the harmony and mutual trust established in this joint effort.
- 1.5** The Union and the Company will, in a timely manner, openly share information to ensure that the Agreement is being administered in the spirit intended.

## **SECTION 2 - ENTIRE AGREEMENT**

- 2.1** The articles and provisions contained in this document constitute a binding collective bargaining agreement ("Agreement") between Amalgamated Transit Union, Local 1637 (hereinafter referred to as "Union") and Connex/ATC (hereinafter referred to as "Company").
- 2.2** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, 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. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Company's direction and control.

### **Modification Procedure**

**2.3** If, during the term of this Agreement, the parties jointly determine that the Agreement or sections thereof, require modification, a union/management committee will meet and reach a mutually acceptable solution. It is the intent of the Company and the Union that this innovative approach be based upon mutual trust, respect and cooperation.

### **SECTION 3 - SUBORDINATION OF AGREEMENT/SAVINGS CLAUSE**

**3.1** It is understood that the parties hereto and the employees of the Company are governed by the provisions of applicable Federal, State, County, and City laws. When any Provisions(s) thereof may be in conflict with, or different from, any of the provisions of this Agreement, it is understood by the Union and the Company that the Federal, State, County, and/or City laws are paramount and shall prevail. The parties may, however, should they both desire, and upon the request of either the Union or the Company on or after the passage of the law, statute or ordinance creating the conflict with this agreement, meet at mutually agreeable times and places to seek agreement on appropriate language to replace that which was otherwise found to be in conflict with the new Federal, State, County, or City statute or ordinance. Within seven (7) days of said request, the party receiving same shall acknowledge receipt and respond thereto.

**3.2** Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions thereof shall remain in full force and effect. Both parties agree to meet within 14 calendar days from notification of the Union or the Company to attempt to negotiate such invalidations to a form acceptable to both parties.

### **SECTION 4 - RECOGNITION**

**4.1** The Company recognizes the Amalgamated Transit Union, Local 1637 (hereinafter referred to as ("Union")) as the sole and exclusive representative for collective bargaining and representation of the following classifications of employees:

Fixed Route Coach Operator, BRT Coach Operator, Deuce Strip (Double Decker) Coach Operator, Coach Operator Revenue Instructor, Coach Operator Line Instructor, Mechanic, Service Worker, Parts Clerk, Parts Specialist, excluding all other employees, Guards, and Supervisors as defined in the National Labor Relations Act.

**4.2** The Company will notify the Union of any newly created job classification under this Agreement that may occur during the term of the Agreement. After such notification and upon request of the Union the parties will negotiate in an effort to reach agreement on the appropriate scope, duties, and the applicable wage for the new job classification. If, however, the parties hereto are unable to reach a mutually satisfactory resolution by such negotiations of the issues applicable to the new job classification, the Company may, upon written notice to the Union, proceed to implement the last scope, duties, and wages it had proposed to be applicable to the new job classification. Should it not agree with the scope, duties, and wages, or any part thereof, implemented by the Company for the new job classification, the Union may, within seven (7) days

of its receipt of the written implementation notice from the Company, demand arbitration of the remaining open item(s) applicable to the new job classification in accordance with all the provisions of the grievance and arbitration sections of this Agreement.

**4.3** If The Union or any subordinate body attempt to assign and/or transfer any rights or obligations contained in this Agreement without the express written consent of the Company, the affected location(s) shall cease to be subject to the terms and conditions of this Agreement including but not limited to the Company's recognition of the Union as a collective bargaining agent.

## **SECTION 5 - UNION RIGHTS**

### **On-Site Union Business Facility**

**5.1** The Company agrees to provide a space conducive for Union business, a space with high visibility and appropriate for transactions between the Union and the Company. This new Union office will be used to provide information and assistance to all members of the collective bargaining unit. Should the Company be instructed by its client to disallow the provision of such office, the Union agrees to vacate the office.

**5.2** The Union will be provided with one hour of time during which to address newly hired employees covered by this agreement on a day and at a time mutually agreed upon during the final week of the Company's new employee training period. The Union warrants that during such time it will not present any untruths or other information and/or material to the new-hires, which is derogatory of the Company or detrimental to the Company's relationship with its client or its customers.

### **Union Distribution of Collective Bargaining Agreement**

**5.3** The Union and the Company are strongly committed to cultivating professionalism and stability within the work force. As a part of this commitment the Company will require all new bargaining unit employees to visit the Union On-site Business Facility to obtain a copy of the Collective Bargaining Agreement.

### **Union Bulletin Board**

**5.4** The Union will be provided with access to a glass-covered and lockable bulletin board in the Transportation and Maintenance Department Lounges for its exclusive use and under its exclusive control. This bulletin board will be for the posting and hanging of information, material, announcements, notices, documents, pictures and other relevant items of interest to Union members and other Company employees. The Company will maintain one key to this bulletin board for emergency and other appropriate purposes only. Company discomfort, dislike or disagreement with material posted on the Union board is not considered an appropriate purpose. The Union agrees that no material will be posted on or in its bulletin board that may include profanity, or ethnic, racial, religious or sexual slurs or references.

### **Check-off of Union Membership Dues**

**5.5** The Company agrees to deduct from the wages of any employee covered by this Agreement who has voluntarily authorized such a deduction, the regular monthly dues of the Union. The

Company also agrees to deduct the Union initiation fee and other assessments levied pursuant to Local 1637 and/or ATU International by-laws, or the service fee equivalent. The Company will forward such funds to either a properly accredited financial institution as designated by the Union or to the Union's Financial Secretary within five (5) days of each regular payday for employees covered by this Agreement. The Company further agrees to abide by the full terms of the Union's dues check-off authorization document, a copy of which is furnished to the Company for each employee electing to join the Union.

The Company agrees to deduct from the wages of any employee covered by this Agreement who has voluntarily authorized such a deduction, contributions to the ATU Committee on Political Education (COPE) and will forward such funds to either a properly accredited financial institution as designated by the Union or to the Union's Financial Secretary at the same time as the funds are forwarded pursuant to the subsection(s) immediately above.

The Union will indemnify and save the Company harmless from any and all liabilities resulting from compliance with any or all of the provisions immediately above which deal with Union Dues and/or other voluntary deductions taken for the benefit of the Union.

### **Leave for Union Officers and Officials**

#### **Union President/Financial Secretary**

**5.6** The Union's President/Business Agent shall be entitled to request, and will be granted by the Company, leave from performance of his or her duties as an employee ("BA Leave") for the duration of such time as he or she remains in the position of Union President/Business Agent until he or she is succeeded by a new President/Business Agent for the Union.

BA Leave shall be without pay from the Company, except that any accrued and unused vacation and/or other paid time off which the President/Business Agent may have accumulated up until the commencement of the BA Leave can be paid out to the President/Business Agent in the amounts and at the times the President/Business Agent may so request. While performing his or her duties as President/Business Agent of the Union and on BA Leave, the President/Business agent will continue to accrue contractual seniority for all purposes under the Agreement. During BA Leave, the President/Business Agent's name will remain on the seniority roster with a special notation indicating his or her continuing use of BA Leave hereunder. The President/Business Agent will not accrue any additional vacation or other paid time off while performing his or her services for the Union and remaining on BA Leave. The purpose of the above section is to allow the President/BA to serve the LU membership and other employees on a full time basis.

Upon request by the Union, the President/Business Agent can, while on BA Leave, continue to be covered by the medical and related benefits provided to full-time employees under this agreement. Said coverage shall, unless the Company is otherwise notified by the President/Business Agent, continue at the coverage level under which he or she was covered prior to the commencement of the BA Leave. The Union will pay the full cost of such medical and related benefits coverage directly to the Company on or before the 15th of every month of the BA Leave after receipt of an invoice representing the then current cost from the Company.

Upon request by the Union, the Financial Secretary will be granted the same consideration and courtesy as the President/BA.

The President/BA and Financial Secretary shall be granted intermittent leave in increments of one shift when they do not use the bulk leave described above. The Financial Secretary is entitled to one-hundred (100) days per calendar year of intermittent leave. In the event that the Financial Secretary may be required by the Union to be granted more than 100 days per calendar year, the Union may request to extend the number of allowable days to be increased with proper justification. These officers must work at least one full shift within each calendar week.

A notice given to the company of regularly recurring intermittent leave shall be considered timely for all occurrences to which it refers and will remain in effect until cancelled by the Union (e.g.: The President/BA will be booked off every Sunday until further notice).

The purpose of this subsection is to allow these officers to properly conduct Union business in the interest of the members and other employees when the size and scope of Union activities is not enough to warrant full time bulk leave.

**Executive Board Members (Excluding President and Financial Secretary)**

Members of the Union Executive Board (not to exceed eight members) will be granted up to thirty-six days of unpaid Union leave during each calendar year to attend to Union business. Such leave may be used in increments of four (4) hours or more and must be scheduled with the Company at least eighty-four (84) hours in advance except in case of bona-fide emergency or for the mutual convenience of the Company and the Union. Each occurrence of one day or less for which an Executive Board Member is booked off will count as one day toward the 36 days as described above. The Company, at its own discretion, may extend the number of unpaid days of Union leave granted to Executive Board members.

**Union Shop Steward**

Union Shop Stewards (not to exceed 10 individuals) will be granted up to eighteen (18) days of unpaid leave during the calendar year to attend to Union business. Such leave may be used in increments of four (4) hours or more and must be scheduled with the Company at least eighty-four (84) hours in advance except in case of bona-fide emergency or for the mutual convenience of the Company and the Union. Each occurrence of one day or less for which a Union Shop Steward is booked off will count as one day toward the 18 days as described above. The Company, at its own discretion, may extend the number of unpaid days of Union leave granted to Executive Board members.

**Temporary Assignees**

Employees designated as Temporary Assignees by the Union and by mutual consent of the Company will be granted up to three (3) days of unpaid leave during the calendar year to attend to Union business. Such leave may be used in increments of four (4) hours or more and must be scheduled with the Company at least eighty-four (84) hours in advance except in case of bona-fide emergency or for the mutual convenience of the Company and the Union.

**Notification of Union Leave**

Notification of time off must be in writing, signed by the Union President or designee, at least eighty-four (84) hours in advance of requested time off, whenever possible, and notification of such time off must be made to the Senior Supervisor or Foreman on duty with a copy to the director of the appropriate department. Timely notice will be waived for situations mutually agreed upon by the Union and the Company.

Notification may be made by facsimile, memo delivered by hand, regular Mail or electronic mail. Notification may also be made by telephone and followed up by one of the other methods above.

An employee relieved from work for Union business shall not be penalized more than the time lost at the straight-time rate.

### **Identification of Union Officers and Officials**

**5.7** Provided the identification nametag issued by the Company is present and clearly visible at all times on the uniform, elected officers, executive board members and shop stewards of the Union may also wear nametags identifying their position with the Union.

Both the Company identification nametag and the Union position nametag may be worn at all times, whether on or off duty. Should the Company client require the removal of the Union position nametag at any time during the term of this Agreement, it is agreed that the provisions of Section 2.3 of the Agreement will be applicable and the procedures set forth therein may be effectuated by either the Company or the Union.

Upon timely official notification from the Union, the Company will recognize the elected and/or appointed Union Representatives or Officials for the position they hold with the Union. Notification will be considered timely if delivered by regular mail, facsimile, or hand delivered memo. Memo delivered by regular mail will be deemed effective only at the time it is received by the company.

### **Scope of Union Activity in the Workplace**

**5.8** Union officials shall confine their activities during on-site investigations to matters relating to administration of this Agreement. Company work hours shall not be used by employees or Union officials to conduct Union business.

## **SECTION 6 - MANAGEMENT RIGHTS**

**6.1** Except to the extent expressly abridged by a provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its rights to manage its business. Among those rights, and by no means a wholly inclusive list, is the right to decide and assign all schedules, machines, tools, equipment and property to be used to increase efficiency; to hire, promote, assign, transfer, demote, discipline and discharge for just cause; and to adopt and enforce reasonable work rules.

**6.2** This section does not preclude the Union's right to file grievances on behalf of the employees.

**6.3** Failure of the Company to exercise its rights herein or exercising them in a particular way shall not be deemed a waiver of said rights or of the Company's right to exercise said rights in some other manner not in conflict with the terms of this Agreement.

## **SECTION 7 - EMPLOYEE COOPERATION**

**7.1** Employees shall work at all times to the best interest of the Company; they shall perform

efficient service in their work; they shall operate and handle the Company's vehicles and tools carefully, safely and with the utmost regard to the safety of passengers, fellow workers, general public and equipment entrusted to their care; and they shall at all times use their influence and best endeavors to preserve and protect the interest of the Company and cooperate in the promotion and advancement of the Company's interest.

## **SECTION 8 - NONDISCRIMINATION**

It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin, sexual orientation, veteran status, or disability (provided that the disability does not prevent proper performance of the essential functions of a position covered by this Agreement) or any other prohibited basis under applicable state, federal or local law. Further, it is mutually agreed that there shall be no discrimination against an employee or applicant for employment based upon Union membership and/or activity, or upon lack of Union membership.

Employees who feel that they may have been the subject of illegal discrimination are encouraged to take advantage of the grievance procedure established by this Agreement in order to resolve such concern prior to seeking relief through other channels that may be otherwise available.

The term "employee" as used throughout this Agreement includes both male and female persons in job classifications covered in the Recognition clause of this Agreement. The language of this Agreement has been drafted to be gender-neutral wherever possible and is to be interpreted as such in all cases.

## **SECTION 9 - WORK STOPPAGES**

**9.1** It is mutually desired by the Company and the Union to deliver uninterrupted public service to the citizens of Clark County. Therefore, the Union and its members agree that they will not engage in any job actions including but not limited to picketing, strikes, walkouts, slowdowns, stoppages, sick outs or similar cessation of work, against the Company, for the duration of this contract.

**9.2** The Company shall have the right to discipline, up to and including discharge, any employee who is found to be responsible for, participates in or gives leadership to any activity herein prohibited. The right to grievances will not be infringed upon.

**9.3** The Company agrees that so long as this Agreement is in effect there will be no lockouts against the Union and its members.

## **SECTION 10 - ATTENDANCE**

**10.1** Employee attendance directly impacts service quality, employee morale and other areas of operating efficiency. If an employee is absent or late to work, others must become responsible to ensure that service to the community continues uninterrupted. The primary function of the Company is to provide safe on-time service to the community, and because small increments of time are so critical to the provision of service, it is imperative that employees are reliable and provide adequate advance notice when they are calling off.

**10.2** The Company and the Union have developed an attendance policy which provides enough flexibility to allow time off for employee illness and personal business, balanced with the need to have reliable employees to provide service. Regardless of the cause of the absence, employees will not be retained if their overall absenteeism is excessive or there is an established pattern of abuse. Employees are expected to manage their time off and schedule dental and routine medical exams during their off time.

### **Miss-out**

**10.3** Miss-out is defined as each failure of an employee to report for duty at the proper time and place, in the required uniform, at which their assigned duties are scheduled to start. An Operator will have a grace period of the 60 seconds it takes the clock to report the next minute.

**10.4** An Operator who misses-out may either be sent home or placed at the bottom of the extra board by the Dispatcher depending on manpower needs. It will be at the discretion of management to decide if a maintenance employee will work that day.

In addition to the above, penalties for miss-outs shall be as follows:

- A. For the second miss-out within a moving six (6) month period, the employee involved shall receive a written warning.
- B. For the third miss-out within a moving six (6) month period, the employee involved shall receive counseling from ATC and ATU.
- C. For the fourth miss-out within a moving six (6) month period, the employee involved shall be suspended for the day of the miss-out and will be placed on a Condition of Employment and will remain on the Condition of Employment until their miss-outs total three.
- D. For the fifth miss-out within a moving six (6) month period, the employee involved shall be subject to discharge.

**10.5** The penalty provisions provided in this article are not intended as a license to "miss-out" within the limits set forth. An employee who "misses-out" consistently over a period of months, although he/she does not reach the limits set forth, may be subject to additional progressive discipline up to and including discharge.

**10.6** The Company may waive the imposition of a disciplinary penalty for a miss-out as stated herein provided whenever, in its opinion, a reasonable excuse for such miss-out is provided within forty-eight (48) hours of the miss-out.

### **No Call/No Show**

**10.7** Any employee who fails to report for work and fails to call the Company within five (5) hours after their report time is considered no call/no show and also considered to have missed out per Section 10.3. Employees who fail to report for their next scheduled work day or who fail to notify the Company within forty-eight (48) hours of their original report time (whichever occurs first), shall be considered to have abandoned their job.

**10.8** The following consequences may apply to no call/no show in a moving twelve (12) month period:

- A. 1st offense - Upon receipt of a first No call/No show in a moving twelve (12) month period, the employee will be placed on a condition of employment and will remain on such condition until their No call/No show total equals zero.
- B. 2nd offense - Subject to discharge.

### **Unauthorized Absence (UA)**

**10.9** An unauthorized absence is any absence from work for which an employee does not use or have scheduled paid time off or emergency paid time off to cover the absence; is not on an approved leave of absence or fails to sign a PTO form within one week after the appropriate payday. All absences classified as unauthorized must be reported to the Company one hour before the Operator's report time.

**10.10** One occurrence is one uninterrupted absence up to seven consecutive calendar days.

**10.11** The penalties for unauthorized absences are as follows:

- A. For the first occurrence of an unauthorized absence within a moving twelve (12) month period, the employee will receive a written warning.
- B. For the second occurrence of an unauthorized absence within a moving twelve (12) month period, the employee will receive counseling from ATC and ATU and will also receive a Condition of Employment and will remain on such condition until their Unauthorized Absence total equals one.
- C. For the third occurrence of an unauthorized absence within a moving twelve (12) month period, the employee will be subject to discharge.

## **SECTION 11 - FULL-TIME, POST-PROBATIONARY LEAVES OF ABSENCE WITH PAY**

### **Paid Time Off (PTO)**

**11.1** Paid time off is inclusive of what was formerly known as paid sick days, floating holidays, and all other recognized holidays. This change was made to allow the maximum flexibility for all employees.

**11.2** During their first three years of full-time employment, all full time employees will earn PTO at the rate of 8 hours per month up to a maximum of 96 hours through the third year of employment. These hours will be credited on the first day of each month. Upon completion of three years of full-time employment, all full time employees will earn 10 hours per month up to a maximum of 120 hours per calendar year. These hours will be credited on the first day of each month.

**11.3** There are two (2) types of PTO - scheduled and emergency. Employees may only request PTO time which has already been earned and not used.

**11.4** The following guidelines apply to the use of all paid time off:

- A. Requests for paid time off will be granted at the discretion of the Foreman, Senior Supervisor, or by the Scheduler/Timekeeper on duty, if the supervisor is not available. The decision will be based on the availability of manpower.
- B. Each hour of paid time off will be paid at the employee's straight hourly rate. In order to receive payment for paid time off taken, the employee must fill out the appropriate form and submit to dispatch/foreman within that pay period.
- C. Paid time off may be taken in increments as small as four (4) hours.
- D. No hours may be used prior to being earned.
- E. Employees may not take paid time off on a regularly scheduled off day, except as outlined in Subsection F.
- F. PTO or cash out for PTO will only be paid on a holiday if an employee works the day before and/or the day after the holiday if scheduled to work. Whether scheduled to work, or scheduled off, employees may elect to cash out a maximum of ten (10) hours paid time off for the following recognized holidays:

|                        |                  |
|------------------------|------------------|
| New Year's Day*        | Labor Day        |
| Martin Luther King Day | Thanksgiving Day |
| Memorial Day           | Christmas Day*   |
| Independence Day*      |                  |

Payment requests must be submitted to payroll on the appropriate form no later than the preceding payday.

\*Employees who are eligible to receive holiday pay for Christmas (2006-2010), New Years day (2007-2010) and Independence Day (2006-2010) may simultaneously elect to cash-out PTO for such holiday(s) even if scheduled to work.

### **Holiday Pay**

Full-time Employees who have been with the Company for a minimum of one year and have worked at least 1560 hours in the twelve months prior to the holidays described below will receive 8 hours straight-time pay. If not otherwise scheduled for duty, the employee will receive this holiday pay without regard to actually working on the holiday. Further, to receive holiday pay, an employee is required to work the day before and the day after a paid holiday if scheduled.

|                      |                      |
|----------------------|----------------------|
| New Year's Day 2006  | Christmas Day, 2008  |
| Christmas Day, 2006  | New Year's Day, 2009 |
| New Year's Day, 2007 | Christmas Day, 2009  |
| Christmas Day, 2007  | New Year's Day, 2010 |
| New Year's Day, 2008 | Christmas Day, 2010  |

Full-time Employees who have been with the Company for a minimum of five years and have worked at least 1560 hours in the twelve months prior to the holiday described below will receive 8 hours straight-time pay. The employee will receive this holiday without regard to actually working on the holiday. Further, to receive holiday pay, an employee is required to work the day before and the day after a paid holiday if scheduled.

Independence Day, 2006 - 2010

**11.5** The following guidelines apply to the use of emergency paid time off:

- A. An employee may use up to five (5) PTO days or occurrences per moving twelve months for emergencies. Consecutive multiple day absences will count as emergency days unless the employee has notified their Supervisor, Scheduler, or Foreman before noon the day before. A minimum of one hour's notice is required to use emergency PTO.
- B. Documentation will be required for emergency PTO on holidays and the scheduled day immediately before and/or after a holiday.
- C. When an employee uses an emergency PTO which has to be extended beyond one day, the employee may be required to submit documentation to substantiate the necessity of continued use of PTO if all scheduled PTO slots are filled.
- D. Under extenuating circumstances which can be documented, an employee may be able to use earned PTO as emergency hours above the maximum allowed.

**11.6** The following guidelines apply to the use of scheduled paid time off:

- A. Employees may not reserve PTO slots beyond the current bid period except when PTO is to be used in conjunction with a vacation.
- B. Requests for scheduled PTO will be granted on a first-come-first-served basis. The decision is discretionary with management, but will be based on the availability of manpower. For maintenance employees, the approval must be granted by the employee's assigned foreman.
- C. Requests made as far in advance as possible within a bid period help to ensure that paid time off can be granted when possible. Requests for scheduled paid time off must be made before noon on the previous day.
- D. Scheduled Paid Time Off will be classified as an authorized absence, and will not count against the employee for disciplinary purposes.

**11.7** For any absence in excess of a full pay period, PTO hours will not be earned.

### **Carry Over/Cash Out**

**11.8** On the last pay period in September and the last pay period of March, an employee will have the option to carry over all unused paid time off up to a maximum of 240 hours or cash out a portion and carry over a portion. If the employee elects to cash out, that employee may receive payment up to two-thirds (2/3) of the remaining balance of hours. Requests for payment must be submitted to payroll on the appropriate form, no later than the preceding payday.

**11.9** An employee may cash out any unused paid time off upon retirement or resignation after one (1) year of full-time employment. Any absence during the two weeks notice will require documentation for cash out. Vacation and paid time off will not be approved during the two weeks notice.

**11.10** Employees who are discharged for cause, or who quit without two (2) weeks written notice, shall not be entitled to cash out unused paid time off.

### **Jury Duty**

**11.11** In order to be eligible to receive benefits under this article, an employee must immediately notify the Company of the receipt of a summons or notice to appear for jury duty and must cooperate with the Company, if required, in requesting a postponement or other consideration of the Company's legitimate business needs.

**11.12** An employee required to complete jury duty shall receive pay at their base straight-time rate of pay times the hours he/she would normally have worked within a fifteen (15) day period. For full-time extra-board drivers, the daily pay shall be based on the average number of hours worked for the past two weeks paid at straight time. No pay shall be made for jury service on an employee's regular day off, or during any other leave of absence.

### **Bereavement Leave**

**11.13** A full-time employee may be granted three (3) paid bereavement days in the event of the death of a member of their immediate family. For those employees needing to travel five-hundred (500) miles or more one way, an additional two (2) paid bereavement days may be granted. (Normal days off are excluded.) For purposes of this section, immediate family shall be defined as spouse, mother, father, brother, sister, child, step-child, current mother-in-law or father-in-law, grandparent, grandchild, step-parent, foster-child, foster-parent, and child's current spouse. An additional two (2) days of unpaid bereavement leave will, upon request, be granted provided that the request is made at either the commencement of or during the paid bereavement leave and the two (2) additional days directly follow the paid bereavement leave.

## **SECTION 12 - FULL-TIME, POST PROBATIONARY LEAVES OF ABSENCE WITHOUT PAY**

### **Medical Leave**

**12.1** While on medical leave, an employee will be eligible to remain in the group insurance program. Full premium payments will be made by the Company, for the employee and their

dependents based on years of service. One (1) year of service earns one (1) months' paid premium; two (2) years' service earns two (2) months' paid premium, etc., up to a maximum of six (6) years service and six (6) months' paid premium.

**12.2** Employees with less than one year of service and/or employees on medical leave who qualify under Subsection 12.1 for partial payment may continue insurance coverage by paying employee and company's premium cost.

**12.3** An employee on medical leave in excess of twenty-six weeks in a fifty-two week period shall be discharged and shall then be eligible for COBRA coverage if he/she is an active member in the group insurance program.

- A. Unless otherwise disqualified for re-employment, employees discharged based on Section 12.3 will be eligible for reinstatement, without loss of wage progression or seniority, if able to provide a full-duty medical release within 12 months after being discharged.
  - (i.) After an employee returns to work in accordance with Section 12.3 A., such employee may not access the reinstatement benefits of Section 12.3 A. or 20.7 A. until five years of continuous employment have elapsed.
  - (ii.) Any employee not reinstated pursuant to this procedure must exhaust their right to file a grievance before any claim regarding this procedure is asserted in any court of law.

### **Military Leave**

**12.4** Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with state and federal law.

### **Family Leave (FMLA)**

**12.5** Family Leave will be granted to eligible employees in accordance with the Family and Medical Leave Act of 1993 when employees have complied with the documentation requirements.

**12.6** Family Leave may not be used as a pretext to extend personal and medical leaves, but an employee may substitute paid leave for a portion of the twelve (12) weeks provided under FMLA.

Abuse of the leave provisions may result in discipline, up to and including discharge. Employees must fully cooperate with ATC in providing information necessary to establish eligibility. Any employee objecting to the manner of the Company's administration of the FMLA must utilize the grievance procedure contained herein before exercising any remedies available in any court of competent jurisdiction.

### **Personal Leave**

**12.7** The purpose of a personal leave of absence is to provide unpaid time off from work for an extended period of time for an emergency or hardship, and not simply for personal convenience or vacation. Requests must be made in writing in advance on the appropriate form and with

appropriate documentation when available. Employee's payment for their dependent medical coverage may be required.

**12.8** A personal leave of absence without pay may be granted at the Company's discretion, for a period not less than seven (7) days and not to exceed thirty (30) days in any one (1) year period. In exceptional cases, this period may be extended by the Company. Leave of absence will not be charged to an employee's regular attendance record.

**12.9** During the period of leave, an employee may neither accept employment elsewhere nor may he/she continue to work elsewhere; acceptance or continuation of employment elsewhere shall be grounds for discharge. Any employee who fails to return to work on their first scheduled working day following the last day of approved leave shall be considered to have abandoned their job.

## **SECTION 13 - VACATION**

**13.1** Upon completion of probation, full-time employees shall accrue vacation in accordance with the following schedule:

| <b>Length of Employment</b>  | <b>Amount of Accrued Vacation per Pay Period</b> | <b>Approximate Yearly Equivalent</b> |
|------------------------------|--|--------------------------------------|
| 4 Months to Anniversary Date | 2.28   | 1 week per year                      |
| Second through Fourth Year   | 3.076  | 2 weeks per year                     |
| After 5 Years                | 4.62   | 3 weeks per year                     |
| After 10 Years               | 6.15   | 4 weeks per year                     |
| After 15 Years               | 7.69   | 5 weeks per year                     |

**13.2** Vacations are used on a calendar year. At the end of the first calendar year, earned vacation will be prorated.

**13.3** Vacation will be accrued on a calendar year basis. All accrued vacation will become "earned" at the beginning of the next calendar year and will be available for use during that calendar year.

**13.4** A vacation week is equivalent to the days regularly scheduled for work between 0001 on Sunday and 2400 on the following Saturday for regular Operators and maintenance employees. Extra-board Operators working a hold down are considered regular Operators for vacation purposes. For extra-board Operators who are not working hold downs, a vacation week will be forty (40) hours.

**13.5** Vacation calendars for Operators will be posted for bid on or about November 15 for the following calendar year. Vacation calendars for maintenance employees will be posted twice per year, the first two weeks in May and the first two weeks in November. Vacation bids will be based on department seniority.

**13.6** To accrue vacation, an employee must be actively at work or on paid leave for a portion of each pay period.

**13.7** Employees who are discharged for cause, or who quit without two (2) weeks' written notice, shall not be entitled to receive payment for any vacation accrued and/or earned.

**13.8** Operators submitting their letter of resignation should have their letter date-stamped and initialed by the Senior Supervisor. Maintenance employees submitting their letter of resignation should have their letter date-stamped and initialed by the Director of Maintenance or his designee.

**13.9** Dependent upon manpower, requests for single days of vacation/unbid vacation will be approved at the discretion of the Scheduling Department for Operations personnel and Foreman for Maintenance personnel. Vacation shall be scheduled so as to meet the operating requirements of the Company and the preferences of the employees.

**13.10** An employee who takes vacation after the last pay period in November must turn in an early vacation pay request form to Payroll no later than the last full pay period in November. Otherwise, December vacations will be paid on the last pay day in December.

**13.11** Part-time employees shall not earn vacation.

## **SECTION 14 - PROMOTIONS**

**14.1** Any employee promoted to a position not included within the scope of this Agreement may return to their previous job classification, whether at the Company's direction or the employee's request, within six (6) months of such promotion without forfeiting any department seniority. After six (6) months of the initial promotion, all department seniority is lost.

## **SECTION 15 - INVESTIGATIVE SUSPENSION/DISCHARGE PROCEDURES**

**15.1** An investigative suspension from employment is the removal of an employee covered by this agreement from his or her position by the Company for an indeterminate or determined period, with or without pay. Employees will not remain on Investigative Suspension longer than ten calendar days. If the suspension lasts longer than ten calendar days, the suspension will become a paid suspension, beginning on the eleventh day. If, however, misconduct is established, any pay received during the suspension will be deducted from the employee's final paycheck.

- A. It is mandatory for employees to participate in and cooperate with investigative proceedings and to remain available for duty upon completion of the investigation.
- B. In the event the company requires more than ten calendar days to complete its investigation, a written waiver must be requested by the Company from the Union. Such waiver will be granted by the Union if the Union believes the waiver is warranted.
- C. The above sections do not apply to employees suspended pursuant to Section 23.6 and 23.7.

At the time an investigative suspension begins, the employee will be provided with a written explanation of the suspension from the Company. When a serious offense occurs, written explanation of suspension at the time of suspension is waived. If the investigation reveals the employee did not, in fact, engage in any misconduct which would otherwise lead to discipline, the

employee will be reinstated to his or her position with no loss of seniority, wages, or benefits.

**15.2** A discharge from employment is the separation of any employee from his or her continuing employment with the Company and the removal of that employee from his or her position with the Company thereafter. Upon discharge from employment, an employee shall no longer be entitled to any of the benefits or protections of this Agreement unless otherwise provided for by this Agreement other than the right to have the Union represent him or her, should the discharged employee so choose, during the timely filing and processing of a grievance in connection with said discharge from employment.

## **SECTION 16 - PERSONNEL FILE**

**16.1** One (1) official personnel file shall be maintained in the Human Resources Department for each employee.

**16.2** The contents of an employee's official personnel file, exclusive of pre-employment materials, shall be open to their review and review by a Union representative when authorized in writing by the employee. The review of a personnel file will be in the presence of a representative of the Human Resources Department.

**16.3** An employee or their Union representative may request an appointment for the purpose of reviewing the employee's personnel file. Such requested appointments shall be scheduled during the normal business hours. The manner of access to the official personnel file shall be subject to reasonable conditions.

**16.4** An employee shall be provided with a copy of material which could lead to an adverse personnel action prior to the placement of such material in their personnel file.

**16.5** An employee may submit information pertaining to their job performance or a rebuttal statement to material in their personnel file. A submitted rebuttal will be placed in the employee's personnel file.

**16.6** If, after review of their records, an employee believes that any portion of the material is not accurate, the employee may request in writing to the Director/Manager of Human Resources for correction of the record.

## **SECTION 17 - FITNESS FOR DUTY**

**17.1** Each employee covered by this Agreement agrees to take a medical examination at any time designated by the Company. The examining physician shall be selected by the Company and the cost of such examination shall be borne by the Company.

**17.2** Should such a medical examination indicate the unfitness of an employee to perform their duties, such employee shall not be allowed to return to duty unless medically certified, by a physician designated by the Company, as able to safely perform the full range of their duties.

## **SECTION 18 - PHYSICIAN'S STATEMENT**

**18.1** Prior to returning to work, an employee who has been off work for medical reasons for four (4) days or more may be required to provide the Company with a physician's written certification that he/she is able to resume their duties without risk of harm to himself/ herself or others.

## **SECTION 19 - ALCOHOL/DRUG ABUSE POLICY**

**19.1** The Company and the Union agree that each employee has a responsibility to the public to deliver services in a safe and conscientious manner. In order to perform their jobs as safely as possible, employees must be able to work in a drug-free/substance-free environment and themselves be free from the effects of job-impairing substances.

**19.2** In support of a drug-free/substance-free environment, the Union and the Company agree to support the policies of the Company and the regulations entitled Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations (49 CFR Part 655) as revised and Procedures for Transportation Workplace Drug and Alcohol Testing programs (49 CFR Part 40) as revised and any other applicable Federal Transit Administration guidelines and regulations.

## **SECTION 20 - ON THE JOB INJURY/LIGHT DUTY POLICY**

**20.1** Light duty allows employees with work restrictions to perform productive work during their recovery. Eligible employees are those who cannot perform the essential duties of their positions.

**20.2** An employee injured or incapacitated in the actual discharge of duty shall receive pay for injuries and light duty as provided for under workers' compensation laws of the State of Nevada.

**20.3** An employee injured on the job must report the injury to their supervisor and complete the required forms as soon as possible after the injury.

**20.4** The employee's eligibility for payment and the extent thereof will be based upon the determination of the State of Nevada Workers' Compensation statutes.

**20.5** An employee who has been incapacitated, to a degree that warrants restricted duty or temporary total disability, by occupational injury or illness arising out of and in the course of their employment with the Company may return to work when given clearance by a physician as long as eligible to do so by this Agreement.

**20.6** Employees, subject to some physical limitation, may return to work in a temporary light duty assignment if, in the judgment of management, he/she is capable of performing the work and the work is available.

**20.7** Light-duty assignments will not typically exceed 26 weeks in a 52-week period. In the event an employee remains on light duty longer than the time allotment described above, such employee will be discharged.

- A. Unless otherwise disqualified for re-employment, employees discharged based on Section 20.7 will be eligible for reinstatement, without loss of wage progression or seniority, if able to provide a full-duty medical release within 12 months after being discharged.

- (i.) After an employee returns to work in accordance with Section 20.7 A., such employee may not access the reinstatement benefits of Section 12.3 A. or 20.7 A. until five years of continuous employment have elapsed.
- (ii.) Any employee not reinstated pursuant to this procedure must exhaust their right to file a grievance before any claim regarding this procedure is asserted in any court of law.

**20.8** ATC will assign light duty positions for workers' compensation related injuries only.

**20.9** ATC will only offer light duty:

- A. After the 3rd day of illness/injury
- B. When there is an open light duty assignment/shift

**20.10** There is no guarantee of assignment, work schedule, shift, and/or location. All light duty assignments that consist of more than four (4) hours will include a thirty (30) minute lunch break.

**20.11** Prior to the start of a light duty assignment the employee must sign the light duty assignment form agreeing to perform the duties to the best of their ability, and in accordance with the schedule and rate of pay.

**20.12** The light duty job assignments will be reviewed each time the employee is seen by the physician. Assignments will be written for periods of two weeks. Employees will be responsible to update required forms while assigned light duty.

**20.13** Represented employees on light duty assignments are subject to all provisions of the Collective Bargaining Agreement and Rules and Regulations.

**20.14** If the employee wears a uniform during the performance of their job, a uniform is required during the light duty assignment, unless otherwise exempted by the Company.

**20.15** All doctor and or medically-related appointments should be scheduled on the employee's off time. If an appointment is scheduled during light duty work hours the employee may use PTO and/or vacation.

**20.16** If the employee chooses not to use PTO and/or vacation for an appointment, the required time will be unpaid. Payment will not be supplemented by the Third Party Administrator unless the weekly net pay falls below the statutory minimum for Temporary Total Disability (TDD) 66 2/3%.

### **Rate of Pay**

**20.17** Workers compensation light duty will be paid at the highest rate as follows:

- A. 100% of average 12 weeks gross wage prior to injury, not to exceed the employee's regular hourly wage, but not less than the assigned light duty job description rate.

- (i.) Employees on Light duty, due to a non-preventable industrial injury, will receive all scheduled increases included in the Collective Bargaining Agreement that occur during such time. This does not include an industrial injury which occurs due to a preventable vehicular accident.
- (ii.) Employees on Light duty, due to a preventable industrial injury, will not receive any scheduled increases included in the Collective Bargaining Agreement that occur during such time but will receive those increases upon returning to full-duty (non-retroactively).

**20.18** Employees involved in a preventable industrial accident/incident will be subject to progressive discipline, up to and including discharge. The Union and the Company acknowledge this is not intended to retaliate against employees for their exercise of workers' compensation rights, but is solely intended to encourage safety in the workplace.

## **SECTION 21 - UNION/MANAGEMENT COMMITTEE**

**21.1** The Company and Union shall each appoint no more than three (3) members, to include the Director/Manager of Human Resources and Union President, to a committee to be known as "The Union/Management Committee" and subsidized by the Company, to be renewed annually by the Company. Either party may submit a verbal or written request to the other party requesting a meeting and stating the subjects which are to be discussed. The notice must be given a minimum of 48 hours before the meeting. The intent of this meeting is to consider ways and means to further improve employee/employer relations.

**21.2** One of the key innovations of the Company/Union concept is the joint decision-making process aimed at continuous improvement to quality of service, schedule and cost. The process will also yield gains in individual job enrichment and in improvements in the work environment.

**21.3** The basic premise is to identify, investigate and jointly solve problems at the most efficient level in the workplace. It is recognized that the individuals working closest to the areas of concern and opportunities for improvement, will be able to provide the most productive solutions.

**21.4** The parties agree that the overall potential for joint decision-making is considerable; however, matters that modify, change, add to or subtract from the provisions of this Agreement are excluded from this process, but may be referred to a special negotiating committee for resolution.

**21.5** Information, the primary ingredient of solid decisions, will be shared constantly timely to ensure awareness and sound solutions. This information sharing is a major focus of all individuals at the Company and the Union.

## **SECTION 22 - SAFETY AND HEALTH**

**22.1** It is a priority of both the parties to maintain a safe and healthy workplace and provide all the resources necessary to ensure the safety and health of all employees.

**22.2** A joint safety committee will help maintain the safe environment. This committee will meet and inspect the facility at regular intervals and recommend improvements.

**22.3** It is the responsibility of each individual to ensure their own safety and the safety of their fellow employees. No individual will be disciplined for the identification of a safety problem.

**22.4** In the interest of safety, it is agreed that Operators shall not be required to operate a bus that the Operator reports is unsafe due to mechanical condition. Such a bus shall be changed-out if deemed unsafe, but the Company retains the right to send qualified maintenance personnel to the bus to determine the safety of said bus. Operators shall act responsibly in stating a bus is unsafe to operate and shall not make false reports concerning same.

### **Accident Prevention and Reporting**

**22.5** The Union recognizes that accident prevention is necessary to the operation of the Company's transportation system and that programs, safety meetings and general accident prevention work are mutually beneficial both to the Company and to its employees. The Union, therefore, agrees that it will encourage the employees to cooperate with the Company in such safety efforts and will take an active part and interest in accident prevention efforts.

### **Safety/Employee Meetings**

**22.6** All employees are required to attend safety/employee meetings as a part of their job and shall be paid for the actual time spent at the meeting, with a minimum of one hour's pay per meeting.

## **SECTION 23 - ACCIDENT/INCIDENT REPORTING PROCEDURES**

**23.1** All accidents/incidents, however slight, caused by or occurring on or near a motor coach, including any unusual occurrence such as a disturbance by passengers, etc., and all accidents resulting in injury to any employee shall be properly reported by the employee(s) involved to their foreman or supervisor/radio immediately. Employee(s) must also complete an incident/accident report provided by the Company. Such written reports shall be prepared in accordance with the Company's rules and shall be delivered to the appropriate Company representative as soon as possible but no later than by the end of the employee's shift.

### **Accidents and Driving Record**

**23.2** In reviewing an employee's overall driving record, the Company will utilize on-board ride-check evaluations, observed monitoring, the employee's record of citations, and passenger and vehicle accidents. Safety is of paramount importance; the development and practice of safe driving habits is required and cannot be overstated.

**23.3** An employee's driving record will be charged with accidents determined to be preventable. The National Safety Council (NSC) guidelines, the vehicle code and defensive driving standards will be used in determining whether or not an accident is preventable or non-preventable. (See Accident Review Board.)

**23.4** Employees who obtain 10 or more points relative to the Preventable Accident Point Grid below in a moving 12-month period may be subject to discharge. Also, employees who accumulate more than 14 points in a moving eighteen month period will be subject to discharge.

Further, should the Safety Department determine that an employee has established a consistent

pattern of unsafe driving behavior; such an employee will be subject to discharge.

Employees will be provided with remediation and/or retraining after each preventable accident that does not result in discharge.

**Preventable Accident Point Grid\***

| <b>Accident Class</b> | <b>Points</b> |
|-----------------------|---------------|
| A                     | 4             |
| B                     | 5             |
| C                     | 10            |

\*The Company reserves the right to establish the criteria necessary to classify an accident as a Class A, B, or C.

**23.5** Employees may be subject to discharge for the following:

- A. Conviction of three (3) traffic citations in Regional Transportation Commission of Southern Nevada (RTC)(Company) vehicles.
- B. Conviction of, or plea of any type resulting from a major traffic citation/violation, in a company or private vehicle. A major violation is any citation that involves:
  - (i.) Driving while intoxicated or under the influence of drugs or controlled substances;
  - (ii.) Failure to stop and report an accident;
  - (iii.) Homicide, manslaughter, or assault arising out of the operation of a motor vehicle;
  - (iv.) Reckless driving;
  - (v.) Possession of an open container of alcoholic beverages;
  - (vi.) Speed contest, drag racing, or attempting to elude an officer of the law.

**23.6** Any employee who receives a citation for a major violation may be suspended from all driving duties until convicted or the citation is dismissed.

**23.7** Employees whose driver's license or medical certificate is invalid, expired, or suspended shall be placed on un-paid suspension until the employee obtains a valid driver's license and/or certificate.

- A. Such suspension will last no longer than 10 calendar days.
  - (i.) In the event the employee is unable to obtain a valid drivers license or medical certificate, they may request an extension of up to 60 calendar days in 10-day increments.

**SECTION 24 - BENEFITS**

**24.1** Effective January 01, 2006, and through the remaining term of this Agreement, the Company will provide medical, dental, vision, short-term disability, and life insurance plans for full-time, post-

probationary employees at the following cost:

The employee will be responsible to pay fifteen percent (15%) of the premium cost for medical coverage and the Company will be responsible for eighty-five percent (85%) of the cost.

**24.2** The Company will contribute 50 cents per hour after one (1) year of employment for every hour worked to the employee's 401(k) account. The 401(k) vesting percentage will be as follows: twenty (20) percent after the third year, fifty (50) percent after the fourth year, and one hundred (100) percent after the fifth year.

**24.3** Felonious assault insurance will be provided by the Company.

## **SECTION 25 - WORKWEEK AND OVERTIME**

**25.1** The provisions of this article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to any employee of any specified number of hours of work, either per day or per week. (The exception to this is the thirty-five (35) hour guarantee for full-time extra-board employees.)

**25.2** The normal workweek commences at 0001 Sunday and continues until 2400 the following Saturday. A day is defined as the twenty-four (24) hour period beginning with the start of the employee's shift.

**25.3** Employees will be paid every two weeks on Friday for work performed through the previous Saturday. The Company reserves the right to alter the pay date (e.g. Monday or Wednesday) after providing at least 30 days notice prior to any change.

**25.4** Time-and-one-half (1½) shall be paid for: all hours in excess of forty (40) hours worked per week and all hours worked on an employee's regularly scheduled day off regardless of the number of hours, provided the full-time employee has worked or will work their full workweek.

## **SECTION 26 - PROBATIONARY PERIODS**

**26.1** All new full-time employees, rehired employees and part-time employees hired into full-time positions will serve a probationary period of four (4) months.

**26.2** An employee's probationary period will be extended for the same number of days of any absence over two (2) days that the employee is on unpaid status from the Company.

**26.3** An employee promoted to a new bargaining unit position may be required to serve a probationary period of three (3) months.

**26.4** Probationary employees may be separated at any time during their probation. Any employee who has been promoted to a higher classification within the bargaining unit, who is separated during their probationary period, whether at the Company's direction or the employee's request, may return to their prior classification without loss of seniority or pay within the probationary period.

**26.5** During the initial probationary period, separations or discipline of employees are not subject

to the grievance procedure.

During a probationary period that occurs through promotion, transfer or change in classification, separations remain within the discretion of management and are subject to the grievance procedure. Those employees separated may return to their former classification.

## **SECTION 27 - LICENSES**

**27.1** The cost of obtaining and renewing an employee's commercial drivers license (CDL) will be borne by the employee. Employees who work for the Company for one year will receive a one-time reimbursement for the cost of their CDL in the pay period immediately following the employee's anniversary.

**27.2** The Union and the Company agree that in the event an employee resigns or is discharged before the end of one-year of employment, the employer may retain that portion of the employee's final paycheck that is in excess of minimum wage and any accrued or earned benefits as the liquidated costs of training and licensing provided to the employee to date.

**27.3** The Company reserves the right to implement further efforts to obtain partial reimbursement of training expenses from employees who resign or are discharged before the end of one-year of employment.

## **SECTION 28 - PART-TIME EMPLOYEES**

**28.1** Part-time employees are employees who regularly work less than 30 hours per week.

**28.2** Part-time employees shall be held to the minimum number of employees consistent with the efficient operation of the Company's services.

**28.3** Part-time employees shall accrue seniority only as part-time and will be considered first for any full-time bargaining unit position within the classification in which they are working.

**28.4** It is expressly understood that part-time employees shall only be entitled to fringe benefits that are specifically and expressly designated as being for part-time employees.

**28.5** Part-time wages will be the beginning wage rates. Part time employees are not eligible for wage progression unless otherwise eligible per Section 30 of this Agreement.

### **Part Time Operators**

**28.6** The Union recognizes the right of the Company to hire part-time Operators for the purpose of performing trippers, show-up work, left over pieces of work and strip cut-ins. Part time Operators are not to exceed 10% of the approved full time Operator staff.

**28.7** Part-time Operators will not be used to diminish the number of full-time Operators or full-time bid packets.

**28.8** Part-time employees will be provided, if applicable, a uniform allowance of half of the amount agreed for full-time Operators in accordance with company policy.

**28.9** Part-time Fixed Route Coach Operators will be paid at the full-time, six-month probationary Fixed Route Coach Operator wage rate.

## **SECTION 29 - GRIEVANCE PROCEDURES**

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

**29.1** The Company and the Union agree to extend the deadlines of the grievance procedure by mutual agreement.

**29.2** For the purpose of the grievance article, Saturdays and Sundays or holidays are not considered working days.

### **Informal Settlement Meeting (ISM)**

**29.3** In the event an employee and/or the Union consider their rights to have been infringed upon or denied through the application or interpretation of this Agreement by the Company then the aggrieved party may then activate a grievance by contacting the Union within five (5) working days after the aggrieved party has reasonable knowledge of the incident which gave rise to the grievance.

Within these five days, the Union must notify the Company in writing if it intends to activate such grievance. Upon receipt of such notification, an Informal Settlement Meeting (ISM) must be held within ten (10) working days. The ISM will be attended by the Company representative who issued the discipline being grieved and a Union representative. The aggrieved employee may also be present.

### **Formal Settlement Meeting (FSM)**

**29.4** In the event the grievance cannot be resolved with the immediate supervisor during the ISM, such grievance shall be reduced to writing, and submitted to the Company within three (3) working days of the conclusion of the ISM; setting forth the grievant's name, date and time of the incident, specific issue in question, relevant subsection(s) of the agreement alleged to have been violated, and remedy sought.

**29.5** Upon submission of a written grievance as described in Section 29.4, an FSM hearing shall be held no later than ten (10) working days of receipt of the grievance. A written decision of such hearing shall be rendered within five (5) working days after completion of the hearing and copies furnished to the Union and the employee.

### **Joint Resolution Meeting (JRM)**

**29.6** In the event the decision of the FSM Hearing Officer is not satisfactory to the employee or the Union, the grievance may be appealed to the Joint Resolution Committee. This request must be filed within 30 calendar days of the written decision of the FSM Hearing Officer. Nothing in this agreement prevents the Union and the Company from meeting in an attempt to settle a grievance

prior to Joint Resolution.

**29.7** The Human Resources Director/Manager will chair the Joint Resolution Committee.

The Joint Resolution Committee will be composed of the following people:

- A. General Manager or Designee
- B. Appropriate Director or Designee
- C. Non-voting Outside Neutral(s)  
(mutually agreed upon between the Company and the Union)
- D. President/Business Agent, Local 1637 or designee
- E. Member of Local 1637 or Designee

**29.8** Deliberation of the Joint Resolution Committee will occur directly after the Joint Resolution Meeting. Upon completion of such deliberation, a vote to uphold, overturn or amend the grievance will occur and will be advisory. The committee shall reduce its decision to writing within five (5) working days after the conclusion of its meeting, and furnish copies to the Union and the employee. At such meeting the Union or the Company may require the attendance of relevant parties.

**29.9** The grievant/Union shall present at Joint Resolution all issues and evidence known, or which could have been reasonably known, related to the grievance. Additional issues and/or evidence which become known after the Joint Resolution meeting shall be allowed to be presented and may be cause for the grievance to be remanded to the appropriate manager level based on mutual acceptance of the parties. Issues and/or evidence must be made known before filing for arbitration.

### **Arbitration**

**29.10** If the grievance with respect to the interpretation or application of any terms of this Agreement is not satisfactorily settled during or after a Joint Resolution Meeting, the Union may demand in writing that it be submitted to arbitration before a neutral arbitrator. This demand shall be served upon the Company within fifteen (15) working days from the date of receipt of the decision of the Joint Resolution Committee.

**29.11** Not including the grievant, any relevant witness(es) and legal counsel for either or both parties, the arbitration process shall include three (3) persons; one (1) representative chosen by the Union, one (1) representative chosen by the Company and a neutral arbitrator as described in Section 29.12 (A).

**29.12** Within fifteen (15) days after submitting a demand for arbitration, the Company and the Union must supply a list of three (3) potential Arbitrators to each other for the purpose of selecting the Neutral Arbitrator.

- A. One (1) of the above will be selected as the neutral arbitrator. If the parties cannot agree which person shall be chosen, they shall select the neutral arbitrator by lot.

- B. The arbitrators and both representatives as described in Section 29.11 shall endeavor to meet as necessary for the purpose of adjusting said grievance.
- C. The Arbitrator is requested to expedite a decision as the parties normally expect a decision to be issued within twenty (20) days after the conclusion of the hearing. Such decision issued by an Arbitrator shall be final and binding upon both parties.
- D. A stenographic report of the arbitration proceedings shall be made and copies of such transcription may be requested by either party.
- E. The Company and the Union agree to extend the deadlines of the grievance procedure by mutual agreement.

**29.13** In all arbitrations, the following procedure shall apply:

- A. The expense of the third party arbitrator, reporter and other incidental expenses shall be borne equally by the parties hereto.

The Collective Bargaining Agreement shall serve as a Submission Agreement. Arbitration shall be limited to issues specifically set forth in the written grievance which may remain unsettled after the procedures set forth in Section 29 have been exhausted. Nothing in this Agreement shall be construed to empower any arbitrators to change, modify or amend any provision of this Agreement.

## **SECTION 30 - WAGE PROGRESSION/INCENTIVE PLANS**

### **Wage Progression**

**30.1** See attached wage progressions for Coach Operator, Service Worker, Mechanic and Parts Personnel.

**30.2** All salary increases/changes will become effective at the beginning of the pay period if the effective date falls within the first seven days and at the beginning of the following pay period if the effective date falls within the last seven days.

### **Wage Differentials**

**30.3** Coach Operators who are assigned as Line instructors will receive a wage differential of \$1.00 per hour for all hours worked during which they are actually performing Line Instructor duties. In addition, the \$1.00 Line Instructor wage differential will also be applied to all vacation and PTO hours used or cashed out by Line Instructors.

**30.4** Coach Operators who are assigned as Revenue Instructors will receive a wage differential of \$1.00 per hour for all hours during which they are actually performing Revenue Instructor duties.

**30.5** Operators who are assigned as Administrative Instructors shall receive a wage differential of \$1.50 per hour for all hours during which they are actually performing administrative instructor activities.

**30.6** Coach Operators who are assigned to the Planning Department will receive a wage differential of \$1.50 per hour for all hours during which they are actually performing Planning Department duties.

**30.7** Coach Operators who are assigned as Bus Rapid Transit (BRT) Operators will receive a wage differential of \$1.00 per hour for all hours during which they are actually performing BRT Operator duties.

**30.8** Coach Operators who are assigned as Deuce Operators on the Strip will receive a wage differential of \$1.00 per hour for all hours during which they are actually performing Deuce Operator duties.

**30.9** For purposes of computing overtime compensation pursuant to Section 30.3 of this Agreement, any differential to which an employee is entitled shall be considered part of the straight-time rate of pay.

### **Referral Bonus**

**30.10** The Company will pay \$100.00 to an employee who refers an applicant who is hired into a bargaining unit position by The Company after such referred employee has maintained employment for three (3) months. An additional \$100.00 will be paid to the employee who referred the successful candidate for each additional three (3) months of employment achieved by the referred employee for a total of four, three (3) month intervals, totaling \$400.00 in referral bonus. In order for the referring employee to receive any part of the referral bonus, the referred employee and the referring employee must remain employed during the period of reimbursement.

The Company reserves the right to evaluate the effectiveness of this program and further reserves the right to discontinue this program at any time with notice, however, all referral fees earned prior to any discontinuation of this agreement shall be paid when due.

## PROVISIONS RELATING TO OPERATORS

### SECTION 31 - BIDDING PROCESS

**31.1** There shall be a minimum of three (3) bids per calendar year. Notice of these bids shall be posted at least two weeks in advance of the beginning of the bid. The bids shall commence as close as practicable to the start of a new pay week in the months the bids are designated by the Company to begin in.

In the event The Company receives route changes from the RTC which result in the Company's inability to post a notice for an upcoming bid two weeks prior to the beginning of the bid, the Company shall first notify the Union and then shall meet with Union Representatives to determine the most appropriate course of action. This also applies to any and all subsections that include deadlines/timelines that may not be able to be adhered to.

Transit Operators shall be entitled to select runs and/or packets in accordance with their seniority. Seniority for Transportation Department employees is established by graduation date. The exact time and date a Coach Operator submits his or her application for employment will be used to determine seniority when more than one Coach Operator has the same graduation date. The Company will be responsible for the maintenance of the seniority roster.

**31.2** The bidding process will be as follows and should take place over an approximate two-week period.

- A. Seniority lists will be posted at least four (4) weeks in advance of the beginning of the bid; and bid groups and bid packets will be posted seven (7) calendar days in advance of the beginning of the bid.
- B. Each Operator will bid according to their seniority and within their bid group. Each Operator will make the appropriate number of selections based on seniority and placement within their individual bid group. For Example: If an Operator is number 20 for bid group 4, he/she will make twenty (20) choices on their bid sheet.
- C. Each bid group shall bid for a twenty-four (24) hour period.
- D. Bid books may be picked up after 1400, forty-eight (48) hours prior to scheduled bid date and not before.
- E. Individual bid books and bid selections are due back by noon the day of the groups' bidding.
- F. Late bids will be placed at the end of the next days' bid group. For Example: If an Operator is in group two and is supposed to turn in their bid by noon Tuesday, but failed to do so, it will be counted at the end of group three on Wednesday.
- G. Bids will be accepted only on the form provided. The order of choices must be clearly indicated and signed by each individual Operator. No bids will be taken over the phone.

**31.3** It will be the responsibility of the Operator who is on vacation, leave of absence, extended illness or injury to make sure that their bid is made during the appropriate time. An Operator may leave their signed bid choice with another employee or fax their bid to the scheduler. If a fax is used, the Operator must confirm that the bid was received in sufficient time to resend a fax if the transmittal was not successful. Operators failing to take advantage of these two options will be placed on the extra-board.

**31.4** An Operator who, by choice, bids a run that would put their into a violation of the nine (9) hours minimum rest rule will be withheld from the new assignment until such time as proper rest has been accomplished. At that time, the Operator will pick up the new assignment at the regularly assigned relief point. In such case the Operator will be paid only for the actual time worked.

### **New Work**

**31.5** New work is defined as runs or packets that are added to the system after a general bid has occurred.

**31.6** Full-time packets will consist of thirty-four (34) hours or more. Future efforts will be made to produce 40-hour workweeks.

**31.7** All new work (runs) will be made into available packets and posted for ALL full time Operators to bid, unless four (4) weeks or less remain on a general bid. Until such time that the work is successfully bid, it will be worked by the extra-board. If no extra-board Operators are available, the work will be performed by regular Operators who sign to work on their day off. If "days off" Operators are not available, the work shall be assigned to part-time Operators.

### **Open Work**

**31.8** Open work is defined as runs or packets that are open because of an employee's discharge from service or approved absence for the duration of the bid.

**31.9** All open work will be posted for ALL full time Operators to bid unless four (4) weeks or less remain on a general bid. Until such time that the work is successfully bid it will be worked by the extra-board, regular Operators who have signed to work their days off, or part-time Operators, in that order.

**31.10** Bidding for this work will be done by Operator seniority, always beginning at the top of the seniority roster.

### **Vacant Work**

**31.11** Vacant work is defined as a run or packet vacated for an indefinite period, through sickness, industrial injury, leave of absence, suspension, vacations and other assignments such as training and special assignments.

**31.12** All vacant work shall be rotated to or bid by extra-board Operators only.

**31.13** Long-term vacancies (hold downs) will be posted for seventy-two (72) hours and shall be bid

by extra-board Operators on Wednesday of each week. Commencement of the work shall begin the following Sunday. Extra-board Operators bidding this work shall operate it for the duration of the bid or until such time as the regular Operator returns to work.

**31.14** If no extra-board Operator bids the work it shall be assigned to the Operator with the least amount of seniority on the extra-board.

**31.15** Extra-board Operators holding down vacant work will not be forced onto other vacant work.

**31.16** In the event there are not enough extra-board Operators available to fill the vacancies, the work will be filled on a rotational basis by full-time Operators. Operators on normally scheduled days off will be contacted by whatever reasonable means available and issued a required extra assignment pursuant to Section 32.

### **Special Assignments**

**31.17** In order to be eligible to bid for a regular run, an Operator must drive for at least two-thirds (2/3) of the time of the bid. If an Operator will be on special assignment during the bid and will not be available to drive for at least two-thirds (2/3) of the bid, the Operator must bid extra-board.

**31.18** Any Operator working as a Line Instructor must bid the extra-board.

## **SECTION 32 - EXTRA-BOARD**

**32.1** The purpose of the extra-board is to enable the Company to provide reliable, economical, efficient and uninterrupted service to the system's bus riders.

**32.2** There are two classifications for extra-board:

- A. Full-time extra-board Operators
- B. Part-time extra-board Operators

**32.3** These Operators will be guaranteed a minimum of thirty-five (35) hours per week, provided they work all assignments given to them. (The 35-hour guarantee is a floor not a ceiling.)

These Operators will fill all known work that is not covered. In addition, these Operators may be assigned a daily show-up slot. This work includes runs vacated because of: sickness, vacation, leave of absence and the work of Operators working in other capacities.

The thirty five (35) hour guarantee is not inclusive of Operator requested time off (OREO).

**32.4** The calculations for the required number of Operators for this classification will be based on the number of Operators scheduled off for vacations, LOA's, average daily absentee figures, and Operators working in other categories.

### **Part-Time Extra-Board Operators**

**32.5** Part-time classification rules apply to these Operators. (See Section 28 of this Agreement.)

**32.6** Normally these Operators should work less than thirty (30) hours per week.

**32.7** These Operators will work the show-up positions, left over pieces of work, trippers and strip cut-ins, provided they are qualified to perform the work assigned to them.

**32.8** Part-time Operators will be given the option of going into full-time positions, as they become available, based on seniority and will serve an initial probationary period of four (4) months as a full-time Operator.

**32.9** Part-time positions will not be used to diminish the number of full-time Operators.

### **Definitions of Extra-Board Terms**

**32.10** Vacant Work is defined as a run or packet vacated for an indefinite period through sickness, industrial injury, leave of absence, suspension, vacations and other assignments such as training and special assignments.

**32.11** Hold Down is defined as a long-term vacancy of five (5) days or more, or a normal workweek.

**32.12** New Work is defined as runs or packets that are added to the system after a general bid has occurred.

**32.13** Open Work is defined as runs or packets that are open because of an employee's discharge from service or an approved absence for the duration of the bid.

**32.14** Partial Work is defined as a piece of work, segmented out from a full run.

**32.15** Show-Up Work is defined as any work that develops after the daily schedules have been posted.

**32.16** The Bid Board is defined as an area where available packets and notification of award of such packets is posted.

**32.17** Tripper is defined as a piece of work that does not exceed six (6) hours in duration.  
Scheduling Manpower

**32.18** When scheduling known work for extra-board (excluding work specifically designated for part-time), Operators shall be used in the following order:

- A. Full-time extra-board Operators
- B. Part-time extra-board Operators
- C. Part-time Operators
- D. Full-time Operators who have volunteered to work their day(s) off

E. Operators performing Required Extra Assignments

**Required Extra Assignments**

The Company and the Union are firmly committed to allowing unassigned/available work to be assigned to those who have voluntarily agreed to perform such work. In the event that unassigned/available work is not voluntarily bid on and assigned according to the provisions of this agreement, Operators will be assigned Required Extra Assignments as described below.

**32.19** In the event an Operator is issued a required extra assignment, such Operator will be excused from performing such work by demonstrating a need compelling enough to be excused to an Operations Senior Supervisor, preferably in advance.

**32.20** When issued a required extra assignment, an Operator who works such assignment is guaranteed four (4) hours of work.

**32.21** Operators issued a required extra assignment will ordinarily be notified of such assignment no later than three (3) days prior, by the posting of the daily schedule. One (1) day's notice may be provided pending the Company's ability to obtain a notification system that will allow such notice.

**32.22** Required extra assignments will be issued on a daily rotational basis. For example, on the first day of the new week (Sunday) required extra work will be issued from the bottom of the seniority list. The following Sunday will begin with the person following the last person who worked the previous Sunday. This procedure will be used for every day of the week.

**32.23** The rotational calendar will be reset to the bottom of the seniority list after no required extra assignments have been issued in two consecutive pay periods.

**32.24** Operators who have bid on and received a supplemental packet, will be exempt from being issued required extra assignments.

**32.25** Operators who volunteer for and receive an assignment on their day off are exempt from being issued required extra assignments during the same workweek.

**Weekly Bidding**

**32.26** Full-time extra-board Operators will bid for vacant or open runs, vacation runs, sick and other runs that are available each week. Once successfully bid, the extra-board Operator may retain the run for duration of the bid or until the regular Operator returns to work.

**32.27** Scheduling will post each Sunday by 1400 the work available for the bid. Bidding will close on Wednesday by 1200 and will be awarded on the same Wednesday by 1400. These bids will take effect on the following Sunday.

**32.28** Work that is not bid shall be assigned to Operators in reverse seniority order and shall remain so assigned for the duration of the bid or until new Operators are added to the extra-board. In this event, extra-board Operators holding a forced assignment may be relieved of the assignment by having the work reassigned to the new extra-board Operator with the least seniority.

### **Vacant Work**

**32.29** Vacant work shall be rotated to or bid by full-time extra-board Operators only.

**32.30** Long-term vacancies (hold-downs) will be posted for seventy-two (72) hours and shall be bid by extra-board Operators on Wednesday of each week. Commencement of the work shall begin the following Sunday. Extra-board Operators bidding this work shall operate it for the duration of the bid or until such time the regular Operator returns to work.

**32.31** Work that is not bid shall be assigned in reverse seniority order and shall remain so assigned for the duration of the bid, or until the original Operator returns, or until the assigned Operator successfully bids off that work. In that event, and contingent upon availability, an extra-board Operator holding a forced assignment may bid off such assignment, thus causing the work to be reassigned to the new extra-board Operator with the least seniority.

**32.32** The order to be followed when assigning work not bid:

- A. Open Runs
- B. Sick Runs
- C. Vacation Runs
- D. Other Runs

**32.33** All known extra work will be given to extra-board Operators in accordance with Section 32.18.

**32.34** Operators working hold-downs will be considered to be regular Operators for the duration of the hold-down. During this time, Operators may bid any new or open work but are not eligible to bid vacant work (e.g., another hold-down).

### **New Work**

**32.35** All new work (runs) will be made into available packets and posted for ALL Operators to bid, unless four (4) weeks or less remain on a general bid. At that time the extra-board will fill available packets until such time that a general bid takes place.

**32.36** Bidding for this work will be done by Operator seniority, always beginning at the top of the seniority roster.

**32.37** All new runs shall be reviewed with the Union prior to implementation.

### **Open Work**

**32.38** All open work will be posted for ALL full time Operators to bid unless four (4) weeks or less

remain on a general bid. At that time the extra-board will fill available packets until such time that a general bid takes place. Operators may only change bids up to a maximum of three times during a bid cycle.

**32.39** Bidding for this work will be done by Operator seniority, always beginning at the top of the seniority roster.

### **Operators Volunteering to Work Days Off**

**32.40** In the event there are not enough extra-board Operators available to fill the vacancies, the work will be filled on a rotational basis by full-time Operators. Operators who have signed to work their days off will be notified if assigned such work in accordance with Section 32.48.

**32.41** The rotation will be daily. For example, on the first day of the new week (Sunday) extra work will be offered from the top of the seniority list. The following Sunday will begin with the person following the last person who worked the previous Sunday. This procedure will be used for every day of the week.

**32.42** All hours worked by an Operator on their day(s) off shall be paid at the rate of time-and-one-half (1½) their regular hourly rate, provided the Operator has worked or will work all of their daily and weekly scheduled assignments.

### **Daily Scheduling**

**32.43** All known extra work will be given to full-time extra-board Operators in accordance with Section 32.18.

**32.44** Extra-board pre-scheduled assignments will be based on PAY hours, with the work being rotated based on number of hours worked.

**32.45** On the first day of the week the work which pays the most hours for the day will be assigned according to seniority. On each successive day the work will be rotated with the most hours going to the Operator with the least amount of hours. This will be done daily throughout the week. At the beginning of each new week (Sunday) this rotation will begin again.

**32.46** For scheduling and pay purposes regardless of the Operator's day off, the week will begin at 0001 on Sunday and end at 2400 on Saturday.

**32.47** During the general bid, Operators assigned to the extra-board will bid days off for the duration of the general bid. This does not apply to extra-board Operators bidding weekly work. Bidding will be by seniority within their specific group.

### **Posting of Daily Schedule**

**32.48** The extra-board roster shall be posted daily by 1600 hours. This roster will show work assignments three days in advance (e.g. Friday's schedule is posted by 1600 hours on the Tuesday preceding the Friday). Should an addition or change in work assignments be made after posting, the involved Operator(s) shall be contacted and notified of such change.

**32.49** In the event an Operator cannot be contacted in the case of a wrong assignment or in the case of scheduling having assigned two Operators to the same piece of work, and such an Operator reports for the assignment, he/she shall be notified of the change at the time of reporting. If the assignment has been canceled and no Operator is required at all, the reporting Operator will be placed on the show-up list at the scheduled report time and/or will be paid a minimum of four (4) hours.

**32.50** If two Operators have been wrongly scheduled for the same piece of work and both Operators are extra-board Operators, the work will be given to the extra-board Operator with the least amount of hours up to that point. The other Operator will be placed on show-up in rotation at the scheduled report time and/or will be paid a minimum of four (4) hours.

**32.51** If neither Operator is an extra-board Operator, the work will be given to the more senior Operator, and the less senior Operator will be placed on the show-up list and/or will be paid a minimum of four (4) hours.

**32.52** If two Operators have been wrongly scheduled and one Operator is a regular Operator working days off, and the other is an extra-board Operator, the extra-board Operator gets the assignment. The other Operator will be placed on show-up in rotation at the scheduled report time and/or will be paid a minimum of four (4) hours.

**32.53** If the inconvenienced Operator is contacted prior to reporting on their regular day off and does not work, he/she will not lose their place on the rotation list for the following week but will not receive the four (4) hours minimum pay.

### **Maximum Length of Day**

**32.54** Operators will not be required to work more than fourteen (14) hours per day, inclusive of the spread or split time. If an assignment is given to an Operator which ends later than the fourteenth (14) hour, that Operator will be relieved from that assignment where possible. The work performed by both Operators will be considered as a partial fill.

**32.55** If the fourteen (14) hour rule is close to being violated, contact between that Operator and the dispatcher on duty is required. The Operator should notify radio, no later than twelve (12) hours after the start of their current shift, so that immediate arrangements can be made. The Company will make every effort to have Operators relieved within fourteen (14) hours.

**32.56** In emergency situations as described in Section 32.62, all of these procedures will be waived and will not affect the Operator's guarantee the following day if applicable.

### **Calculation of Ending Times**

**32.57** For scheduling purposes, extra-board Operators, having pre-assigned runs, shall have an end time equal to the actual end time of the run.

**32.58** The scheduler will attempt to use actual end times for all extra-board Operators prior to the schedules being made (e.g., 1400) for the following day's assignments. In other words, at (1400) the dispatcher will use the known actual end times.

### **Nine (9) Hour Rule/Scheduled Time Off Between Assignments**

**32.59** All Operators, inclusive of the extra-board, will be off duty nine (9) hours before reporting back to work for their assignment the next day, except in emergency situations. Operators off on the nine (9) hour rule will be placed back on their run as close to the nine (9) hours as possible.

When possible, all Operators will be scheduled nine (9) hours off between assignments, except in emergency situations.

**32.60** Employees invoking the nine (9) hour rule should be ready to report and be placed back on their assignment within the nine (9) hour time frame.

**32.61** Extra-board Operators, whose assignment for the next day conflicts with the nine (9) hour rule, may request to be relieved to avoid having to invoke the nine (9) hour rule. Operators will only be relieved if manpower is available. Operators being relieved will only be paid for the actual work performed. If doing a run, the time worked shall be classified as a partial fill.

**32.62** In emergency situations, when above procedures are waived, Operators will not lose any pay because of this rule.

### **Window Dispatching (Show-Up)**

**32.63** Assignments will be given out based on the time the assignment is scheduled to report.

**32.64** Part-time Operators assigned show-up will be used in the order they are placed on show-up (by time). Any assignments given to show-up Operators that do not remove them from the yard will not be considered a piece of work for rotational purposes.

**32.65** Part-time Operators returning to the yard from a piece of work shall report to the dispatcher, and if needed, may be placed at the bottom of the rotation at that time. If Operators have an assignment that ends at the same time, the Operator with the most seniority will be scheduled first.

**32.66** Operators assigned to a partial run must contact dispatch at the completion of their run for possible further assignment.

**32.67** Work assignments on the extra-board will be made in the order in which the work goes out with all known open runs being assigned first. Partials will be assigned to the first available Operator at the time they go out. Upon completion of each assignment, the extra-board Operator will report back to the dispatcher for their next assignment, if any. An extra-board Operator assigned to work a complete regular run shall be paid the run time.

### **Emergency Work**

**32.68** Emergency work is defined as a sudden or unpredictable occurrence (such as a major catastrophe or natural disaster) requiring the transportation of a significant number of people.

**32.69** Dispatch will utilize any available Operator(s) on the premises first. If additional Operators are needed, dispatch will call Operators who have signed for days off and/or Operators who are regularly scheduled to work that day.

**32.70** If an Operator is brought in under these conditions, that Operator shall retain their regular scheduled assignment providing no conflicts exist.

### **Regular Operators Returning to Work**

**32.71** When regular Operators return to work, extra-board Operators who are working those Operators sick runs, or other runs, shall be placed back on the extra-board.

### **Probationary Routes**

**32.72** The Company reserves the right to develop up to fifty (50) specific Operator packets for the sole and expressive use of management to assign these packets to probationary employees in an effort to provide a more planned progression through the probationary period.

The actual number of packets (not to exceed fifty) will vary with each bid depending on the number of anticipated probationary employees. Representatives of the Amalgamated Transit Union will participate in the selection and approval of the fifty packets.

In the event that the number of packets designated as “probationary” packets exceeds the number of probationary Coach Operators available to fill such work, all remaining “probationary” packets will be filled through the use of the Extra-board and/or Coach Operators on an overtime basis.

The use of probationary packets will continue through the end of the last general bid of 2010.

## **SECTION 33 - UNIFORMS**

**33.1** Uniforms are and remain the property of the Company. After completion of probation, full-time Operators will be given a voucher for an initial set of uniforms in accordance with Company policy. Part-time Operators will be given a pro-rated voucher for the purchase of an initial set of uniforms.

**33.2** The Company and the Union will jointly agree on a uniform supply policy.

### **Uniforms - Pins, Buttons or Patches**

**33.3** The employees will be permitted to wear one authorized Union pin on their uniform. If a local Union patch is used it will be worn on the left shoulder of the uniform. Only company approved pins, buttons or patches will be permitted to be worn.

## **PROVISIONS RELATING TO MAINTENANCE EMPLOYEES**

### **SECTION 34 - CLASSIFICATION/SENIORITY**

#### **Classifications Division**

**34.1** The Maintenance Department is divided into four (4) classifications: specialized technical, non-specialized technical and Parts Personnel.

#### **Department Seniority**

**34.2** The length of continuous service commencing from the last date of hire or transfer into the Maintenance Department shall be termed departmental seniority. It shall be used for picking vacations, layoffs, and recall procedures.

#### **Classification Seniority**

**34.3** Classification seniority shall be the length of service in a particular classification within the Maintenance Department but shall not exceed company, departmental, or technical classification seniority. The date an individual first moves into an "A" or "B" classification position shall be termed the individual's "A" or "B" classification seniority date. A one hundred-twenty (120) day trial period will be utilized for all existing maintenance employees changing classification. New employees hired will have a one hundred-twenty (120) day probationary period.

A four month trial period will be utilized for all existing maintenance employees changing classification as defined in 34.1.

**34.4** When an employee is in a specialized position their classification seniority shall be accumulated for that position only.

Should the employee choose to bid out of the specialized position, only the previously accumulated classification time prior to moving into the specialized position shall be utilized.

If a person bids out of a specialized position and later re-bids for the same specialized position, previous specialized time accumulated shall be utilized.

### **SECTION 35 - WORKWEEK/OVERTIME**

#### **Workweek**

**35.1** A workweek starts 0001 hours on Sunday and runs to 2400 hours on the following Saturday.

### **Overtime**

**35.2** Overtime shall be paid for all hours worked in excess of forty (40) hours in one (1) workweek. Vacation and PTO do not count as time worked for overtime purposes. Under no circumstances will time-and-one-half (1 1/2) or premium time of any kind be paid more than once for the same hours, nor be cumulative.

### **Overtime Rotation**

**35.3** All overtime work in the Maintenance Department shall be, as far as practicable, strictly rotated among qualified and eligible employees in accordance with the following:

- A. Employees at the same location coming off of their shift shall be eligible for overtime work the first half of the next shift.
- B. Employees at the same location due to come in on the next shift shall be eligible for the second half of the previous shift.
- C. Employees who are on their days off, who regularly work that shift and/or at that location, shall be notified in order of seniority.
- D. All other eligible employees at that location, if applicable, shall be notified by seniority.

Employees eligible for overtime shall not be passed for overtime until reasonable efforts to contact them have been made by the Company. Employees must be available to work during the times requested by the Company, or the employee shall be considered to have passed that opportunity to work overtime.

**35.4** Two hours or less is not subject to overtime rotation.

**35.5** Overtime subject to rotation shall pay a minimum of two (2) hours and one (1) minute at the overtime rate. A maintenance employee's consecutive hours shall not exceed twelve (12) hours except in emergencies.

**35.6** In the technical positions, both Specialized Technical and Technical, overtime shall be rotated within each level among eligible employees. There shall be separate overtime rotation lists established consisting of all eligible specialized technical, technical, Parts Personnel and Service Worker employees at each operating facility.

### **While Working As Relief Foreman**

**35.7** When Maintenance Department employees have the opportunity of performing overtime work but are prevented from doing so by serving as a temporary foreman at that particular time, they shall be considered as having performed the overtime work, and they shall be returned to their normal position on the overtime rotational list.

The Company will make every effort to avoid having Mechanics serve as a Relief Foreman. Further, if a Mechanic serves as a Relief Foreman, he/she will suffer no loss if otherwise deserving of a step increase.

- A. When a represented employee is working as a relief foreman, the represented employee will not be expected to administer discipline to other represented employees while in this role but will be expected to properly document all occurrences that may result in discipline and immediately contact the predetermined management representative of such occurrences.

**35.8** When an employee is working temporarily in a foreman's capacity, they shall receive an additional one-dollar (\$1.00) per hour.

## **SECTION 36 - APPLICATION PROCEDURES**

**36.1** All maintenance vacancies covered by this Agreement will be posted on an appropriate bulletin board for five working days.

**36.2** The Company will give preference to internal maintenance applicants before considering outside applicants for maintenance vacancies. Part-time service workers will be given preference in hiring when full-time service worker positions become available.

**36.3** Selection of the employee to fill the open position shall be solely determined by the Director of Maintenance or their designee after receiving a recommendation from a screening committee. The screening committee will consist of three (3) persons:

- A. One general representative of the level of classification being filled who has been appointed by the Maintenance Foreman
- B. One representative of the level and classification who has been appointed by the Union
- C. One Maintenance Department supervisory employee who has been appointed by the Director of Maintenance.

**36.4** Maintenance employees seeking to be promoted to a higher level Non-specialized Technical or Specialized Technical position will be required to submit to a written test. This test will be designed to demonstrate the level of the relevant knowledge the applicant has to the selection committee as described in Section 36.3 and will be graded on a curve if necessary.

In conjunction with the written test, the Company will institute a “hands-on” test oriented to also determine relevant knowledge. Prior to issuing or editing any written and/or hands-on test the Company will seek input from the Union to ensure such test is both reliable and valid.

### **Effective Date of Change**

**36.5** Individual job changes ensuing from an application and offer shall be effective with seniority at the beginning of the next pay period, even though the employee involved may be required to perform work in a then lower classification or on another shift until all job changes can be properly made. The Company will make a reasonable effort to make all job changes as quickly as possible.

### **Temporary Jobs**

**36.6** If an employee is off or will be off for at least thirty (30) days due to illness, accident, or leave, as provided elsewhere in this Agreement, their job may be posted as a temporary position.

**36.7** In the maintenance division, the individual awarded the temporary position will accrue seniority in that position unless displaced, in which case no seniority loss shall occur in the previous classification as outlined in Section 34.

An employee may temporarily fill a position for another employee on extended leave without regard to Subsection 26.4.

**36.8** If a permanent employee fails to return to their job within a period of six (6) months from the time he/she left, the position will become permanent and the temporary employee will be allowed to maintain that position and obtain permanent status. If the employee returns prior to the expiration of the six (6) month period, they will be allowed to resume their former position. All temporary employees will revert to their former positions held prior to the temporary openings.

If the employee fails to return to their position during the six (6) month period and returns later, such employee will be allowed to bump into a position wherever their classification, seniority, and qualifications will allow them in the technical or non-technical division.

### **Minimum Time in Position**

**36.9** Once an employee has attained a Specialized Technical position, the employee must work in that Specialized Technical position for a minimum of one (1) year.

### **Elimination of Job**

**36.10** Whenever a job has been eliminated, or a substantial change is made to a slot/shift, the employee holding said job shall have the right, according to their classification and qualifications to exercise their seniority.

The Director of Maintenance or designee with input from Senior Mechanics will review the request.

## **SECTION 37 - EVALUATION AND TRAINING**

**37.1** The Company will develop a bus maintenance training program with input from the ATU. Positions in this program will be posted for internal applicants. Positions may be posted externally if they cannot be filled internally.

This training program is designed to provide the mechanics the knowledge necessary to keep up with changing technologies and the potential ability to advance within the maintenance department.

Maintenance employees assigned to train other maintenance employees will receive a wage differential of one dollar (\$1.00) per hour for all hours worked while performing specific and designated training activities.

The differential rate will not be paid for all hours worked.

The differential rate will only be paid for training hours with prior approval of the maintenance foreman.

Prior to becoming eligible to receive this differential, employees will be informed in advance by Connex/ATC management of the need to assist the company with specific training activities. This clause in no way supersedes the practice of the normal day-to-day training that occurs when mechanics of an equal or higher level demonstrate to others the practical and efficient methods of completing common assigned tasks.

## **SECTION 38 - REPORTING OFF**

**38.1** Maintenance employees unable to work a scheduled shift (including overtime previously accepted) must call the foreman on duty to report their absence at least one hour prior to the designated reporting time. This includes absence for part of a shift. This requirement is waived under the following conditions:

- A. Hospitalization: The foreman or office of the Director of Maintenance must be notified. The employee must provide a statement describing dates of hospitalization upon returning to work.

- B. **Medical Statement for Specified Period:** An employee who is advised to remain off for a specified period must provide a doctor's statement to the office of the Director of Maintenance.

### **Conditions Requiring Verification for Absence**

**38.2** A doctor's statement or other appropriate verification of absence may be requested by the foreman under either of the following conditions:

- A. If the absence appears to be part of a pattern of possible abuse of leave.
- B. If the foreman has reason to believe that an absence is not being reported in good faith.

## **SECTION 39 - GENERAL BID**

**39.1** General bids will occur two (2) times per year and become effective the last pay period beginning in April and the last pay period beginning in October.

**39.2** If the turnover or attrition rate exceeds twenty (20) percent in any job classification, there will be a re-bid.

**39.3** Before going on vacation, employees may leave with the Department Director or immediate supervisor a written authorization of their choice to bid on any job openings which may be posted during their absence.

**39.4** Probationary employees are required to bid during the General Bid. Such employees will not be placed in the bid slot received until they have completed the necessary training determined by the Company.

## **SECTION 40 - VACATION BID**

**40.1** Vacation bids will be posted two (2) times a year, each following the general bid as scheduled in subsection 39.1 of this Agreement. Specific vacation dates will be granted by department seniority.

**40.2** A specific week in the requested month must be submitted a minimum of thirty (30) days prior to start of vacation time. The time of submittal and classification shall determine who will be authorized for vacation time.

Requests for one (1) to three (3) vacation days must be submitted a minimum of three (3) days in advance, except in an emergency and be approved by the immediate supervisor.

## **SECTION 41 - MISCELLANEOUS - MAINTENANCE DEPARTMENT**

### **Night Shift Wage Differential**

Mechanics assigned to the “night shift” (app. 10:00 PM until 06:30 AM) will receive a shift wage differential of \$.50 (fifty cents) per hour. In order to receive this differential, an employee must be assigned to work the nightshift. This wage differential does not apply to swing shift and dayshift Mechanics who work into the hours of a night shift Mechanic.

### **Road Call Wage Differential**

Mechanics assigned to provide road call service are entitled to a \$1.00 (one dollar) wage differential while providing such service. This wage differential does not apply to Mechanics stationed at the DTC or any other similar satellite location.

### **Tools and Safety Shoes**

**41.1** The Company will provide on the first pay period following the employee's first annual anniversary and on the pay period following each subsequent annual anniversary a tool allowance to all technical employees and a shoe allowance to all Maintenance employees. The total allowance for tools shall be four hundred (400) dollars during each year of this Agreement, and the maximum reimbursement for shoes shall be seventy-five (75) dollars.

### **Uniforms**

**41.2** The Company will provide eleven (11) sets of uniforms to each eligible Maintenance Department employee, including custodians. Employees will be held responsible for documented shortages. Company supplied uniforms in addition to safety shoes are required to be worn during scheduled working hours.

### **Cleanup Time**

**41.3** Cleanup time of twenty (20) minutes will be allowed and paid prior to the end of each shift. This shall consist of ten (10) minutes for area cleanup, and ten (10) minutes for personal cleanup.

### **Protective Clothing and Safety Equipment**

**41.4** Raincoats, rubber hats, and rubber boots of a serviceable nature shall be made available to employees in the Maintenance Department who are required to work outside in wet weather. The Company will make available suitable protective clothing for employees working in the wash rack area, for steam cleaning, in the battery storage facility, and for other jobs when necessary. The Company will furnish all other safety equipment as required.

### **Maintenance Safety Program**

**41.5** The Company will continue the safety program in the Maintenance Department in which outstanding safety performance by Maintenance Department employees is recognized and required.

## **CONCLUDING PROVISIONS**

### **SECTION 42 - LAYOFF AND RECALL**

#### **Layoff**

**42.1** In the event of a layoff, the Company shall determine the classifications in which positions are to be reduced. Part-time and temporary employees in the classifications to be reduced will be laid off before full-time employees are laid off in those classifications. In determining which employees in the affected classifications will be laid off, the principle of seniority shall apply. Employees who are designated to be laid off shall be given forty-five (45) days notice, prior to the effective date of the layoff.

**42.2** Upon mutual agreement between employees, a more senior employee may elect to take a layoff for a junior employee. The Union agrees that the Company will not suffer or be obligated under this provision.

**42.3** An employee who is in a classification designated for reduction may displace an employee in any equal or lower classification in the division in which said employee previously held regular status, provided said employee has more seniority in the classification than the employee he/she desires to displace. This right shall be exercised only once in any layoff.

**42.4** Seniority for benefits purposes (e.g. vacation, PTO, 401(k) etc.) shall not accrue during layoff, but seniority for job bidding purposes shall continue to accrue during layoff.

#### **Recall**

**42.5** Employees shall be recalled in the reverse order of layoff as provided in the preceding layoff section.

**42.6** Notice of recall shall be sent to the employee at their last known address by registered or certified mail. It is the employee's responsibility to keep the Company informed of their current address. If any employee fails to report for work within twenty (20) calendar days from the date of mailing the notice of recall, they shall be considered to have quit, shall cease to have seniority, and shall have their name removed from the recall list.

**42.7** Recall rights of any employee shall expire twenty-four (24) months from the date of layoff.

**42.8** Nothing in this section or any part of this Agreement is intended to restrict the sole authority of the Company to determine the necessity of service reductions, the form of the reduction, and the duration of layoff.

## **SECTION 43 - COPIES OF AGREEMENT**

**43.1** The Union and the Company will advise all employees covered by this Agreement of its completion, application and effectiveness after agreement has been reached between the parties and ratification hereof. The Company will also permit and assist the Union in the distribution of the Agreement among the employees covered hereby. The Company and the Union will equally share in the cost of publishing and distributing copies of the Agreement.

## **SECTION 44 - TERMINATION OF AGREEMENT**

**44.1** This Agreement shall remain in full force and effect from 0001 January 01, 2006 through 2400 December 31, 2010. However, this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for change or modifications shall begin at least two-hundred and forty (240) days, and in no event later than one hundred and twenty (120) days, prior to the termination of this Agreement.

**44.2** Unless otherwise incorporated or attached as an appendix, all previous sidebar agreements/contracts between the parties are no longer valid.