

AGREEMENT

BETWEEN

FIRST TRANSIT, INC.

AND

AMALGAMATED TRANSIT UNION, LOCAL 1287

November 22, 2007 to November 22, 2010

## TABLE OF CONTENTS

ARTICLE 1	RECOGNITION .....	3
ARTICLE 2	SCOPE OF AGREEMENT .....	4
ARTICLE 3	CHECK-OFF .....	4
ARTICLE 4	SENIORITY.....	5
ARTICLE 5	UNION REPRESENTATION.....	7
ARTICLE 6	CUSTOMER RIGHTS AND CONTINGENCIES .....	8
ARTICLE 7	MANAGEMENT RIGHTS.....	8
ARTICLE 8	NONDISCRIMINATION .....	9
ARTICLE 9	NO STRIKE OR LOCKOUTS .....	9
ARTICLE 10	DRUG AND ALCOHOL TESTING .....	10
ARTICLE 11	GRIEVANCE PROCEDURE .....	16
ARTICLE 12	ARBITRATION .....	17
ARTICLE 13	HOURS OF WORK.....	17
ARTICLE 14	WORK SCHEDULE BIDDING .....	18
ARTICLE 15	COMMUNITY SERVICE WORK/CASUAL LABOR .....	18
ARTICLE 16	LEAVE OF ABSENCE .....	20
ARTICLE 17	DISCIPLINE .....	20
ARTICLE 18	GENERAL CONDITIONS .....	22
ARTICLE 19	WAGES .....	22
ARTICLE 20	PAID HOLIDAYS .....	22
ARTICLE 21	VACATIONS .....	23
ARTICLE 22	HEALTH INSURANCE .....	25
ARTICLE 23	LICENSE AND FEE REIMBURSEMENT .....	25
ARTICLE 24	PERFECT ATTENDANCE .....	25
ARTICLE 25	401 (K) PLAN .....	26
ARTICLE 26	BONUSES AND INCENTIVES .....	26
ARTICLE 27	BEREAVEMENT LEAVE .....	26
ARTICLE 28	UNIFORMS.....	26

## AGREEMENT

This Agreement is entered into between First Transit, Inc. hereinafter referred to as the "Company," and the Amalgamated Transit Union, Local 1287, hereinafter referred to as "the Union."

### ARTICLE 1 RECOGNITION

**Section 1.1 -- Recognition of the Union.** The Company recognizes the Union as the exclusive representative of "employees" as defined in Section 1.2 of this Article for purposes of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for all such employees.

**Section 1.2 -- Definition of Employees.** Whenever used in this Agreement, the term "employees" shall mean all para-transit vehicle Operators and mass-transit vehicle Operators employed by the Company and based in Johnson County, Kansas and who perform work under contract to the Johnson County Transit or the Johnson County Development Support (JCDS).

**Section 1.3 -- Definition of Probationary Employee.** The term "probationary employees," as used herein, shall mean those who have not completed the probationary period. All probationary periods shall be ninety (90) calendar days. No employee shall be allowed to bid a job during his probationary period. During the probationary period, the employee may be terminated at the sole discretion of the Company without recourse to the grievance or arbitration procedure.

**Section 1.4 -- Job Classes.** Agreement is defined as follows:

- a. A Regular Part-Time Vehicle Operator is defined as an operator regularly scheduled to work at least twenty-five (25) hours in a work week, however, the Company may schedule a Regular Part-Time Vehicle Operator less than twenty five (25) hours in a work week.
- b. A Non-Regular Part-Time Vehicle Operator is defined as an Operator that reports to work less than five (5) days per week or only when called as needed and is normally assigned to work less than twenty-five (25) hours in a work week, however, the Company may schedule a Non-Regular Part-Time Vehicle Operator to more than twenty-five (25) hours in a work week as business needs dictate.
- c. A Standby Operator is either a Regular or Non-Regular Part-Time Operator that is not scheduled a specific run each day. The number of Standby positions created shall be determined at the sole discretion of the Company.
- d. Behind-the-Wheel Trainers are Regular or Non-Regular Part-Time Operators that are selected at the sole discretion of the Company to help train new Trainees. These Operators will not be used to train or evaluate bargaining unit employees. While training, these employees shall be paid extra wages as indicated in Section 19 of this agreement.

## ARTICLE 2 SCOPE OF AGREEMENT

**Section 2.1-- Duration.** This Agreement shall become effective immediately after midnight of November 21, 2007, and shall continue in full force and effect through midnight, November 21, 2010. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other by registered mail, return receipt requested, not later than sixty (60) days prior to an expiration date.

**Section 2.2 -- Separability.** Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision will apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Article, Section or portion thereof. Neither party shall be under any obligation to renegotiate any Articles, Sections or portions of this Agreement which are not affected by such decision.

**Section 2.3 -- Waiver of Bargaining Rights and Amendments to Agreement.** During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Changes in this Agreement, whether by addition, waiver deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union. This Agreement comprises the total and entire Agreement between the Union and the Company pertaining to wages, rates of pay, hours of employment and other terms and conditions of employment with respect to the employees covered by this Agreement. There are no side agreements, oral agreements, or other past practices that are recognized by the Company or Union in this agreement.

## ARTICLE 3 CHECK-OFF

The Company will deduct initiation fees, dues and general assessments of members of the Union from their pay, and will deliver the amount so deducted to the Union, subject to the following terms and conditions: such deductions shall be made from earnings of the pay period applicable, but if the pay so earned during that pay period is not sufficient to cover the deduction plus any other authorized deductions, then no such deduction shall be made and the Company will furnish to the Union a list of such authorized deductions not taken, provided, that if a member leaves the service of the Company in any month before the deduction applicable to that month has been made, then the deduction shall be made from any pay due him at that time if the pay so due him is sufficient to cover that deduction plus any other authorized deductions; the amounts so deducted from the pay period as above defined (including amounts specified above for employees leaving service), shall be delivered in a lump sum to the Financial Secretary-Treasurer of the Union within ten (10) days after the payday in which the deduction is made; and deductions shall only be made when the Company is voluntarily requested and authorized so to do by the member by a written request and authorization reserving to the member the right to cancel same. The Company will advise the Union of the Company official or other individual to contact regarding the handling of check-off matters.

The Financial Secretary-Treasurer of the Union will in due course file with the Company an executed original of any such request and authorization executed by a member of the Union, with the Financial Secretary-Treasurer's "O.K." endorsed thereon. Whereupon the Company will promptly acknowledge such filing of same, showing date of filing. Upon any cancellation notice being filed with the Company, it shall, within five (5) days thereafter, transmit an executed original thereof, showing date of filing, to the Financial Secretary - Treasurer of the Union.

The Union will supply the Company, by the fifth (5th) day of the month in which the deductions will be made, a list of employees by name, social security number, and amount to be deducted for that month. All deductions will come from one pay period check each month.

No request and authorization for check-off need (but may) be honored by the Company during any period that this Agreement is not in effect; and pending the execution and filing of requests and authorizations under this Agreement, the Company shall honor un-cancelled requests and authorizations which may have been filed under prior agreements, and shall be fully protected in so doing.

Upon written notice from the Financial Secretary-Treasurer of the Union to the Company, advising that the schedule of monthly dues, fees and assessments has been duly changed and requesting that all un-cancelled requests and authorizations then on file, specifying a different amount of such dues to be deducted, shall be modified as of a specified date (not less than two (2) weeks thereafter), the Company shall do so without further authorization from anyone being required and shall not be liable to anyone for such action or for any further deduction of dues under the requests and authorizations so canceled.

Nothing contained in this Section shall be deemed to require the Company to check-off initiation fees, dues and assessments or any thereof or to render the Company liable to anyone for failing to do so, if such check-off should be prohibited by an applicable Federal or State law. The Union agrees to indemnify and hold harmless the Company from any and all liability, actions, claims, and demands of any kind by any member of the Union by reason of any deduction withheld from any employee's pay under the provisions of this Section.

#### **ARTICLE 4 SENIORITY**

**Section 4.1 -- Seniority Defined.** The term seniority, as used in this Agreement, shall mean:

- a. Length of continuous service, and
- b. Qualified to perform the job.
- c. There shall be separate seniority lists for transit and para-transit Operators.
- d. All seniority lists shall be updated monthly and posted on bulletin boards and in driver's room. The Company shall provide the Union with a list of all changes in status of bargaining unit employees. This shall include new hire, resignation, discharge, off sick, leave of absence with an expected date of return. This will be done monthly.

**Section 4.2 -- Layoff.**

a. Determination of Layoffs. The Company will determine the timing of layoffs, and the number of employees to be laid off

b. Layoffs. When a reduction in the work force becomes necessary, as determined by the Company, such layoffs shall be made by inverse seniority as defined above.

**Section 4.3 -- Recall.**

a. Order of Recall. Employees will be recalled by seniority as defined above.

b. Notice of Recall. The Company will forward notice of recall by certified mail to the last known address of the employee as reflected on Company records. The employee must, within six (6) working days of delivery or attempted delivery of the notice of recall, notify the Company of his intent to return to work on the date specified for recall and, thereafter, return to work on such date.

**Section 4.4 -- Termination of Seniority.** An employee's Seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

a. Resignation by the employee or termination by the Employer, unless reinstated pursuant to the grievance procedure.

b. Failure to give notice of intent to return to work after recall within the time period specified in Section 4.3(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;

c. Failure to return to work upon expiration of an approved leave of absence.

d. Layoff of a period of more than twelve (12) months.

e. Working for another employer while on a leave of absence unless prior approval has been obtained.

**Section 4.5 -- Return of Personnel to the Bargaining Unit.** Employees appointed to positions not represented by the Union shall have their seniority frozen. Employees returning to the bargaining unit for whatever reason within one hundred-twenty (120) calendar days trial period shall be permitted to re-enter the seniority classification only to an open job for which he can qualify. He cannot "bump" another employee, but will be allowed to use his frozen seniority at the next job pick. Employees remaining in positions outside the bargaining unit beyond one hundred-twenty (120) days may re-enter the seniority classification to an open job for which he qualifies, but shall not retain any previously earned seniority for purposes of job selection.

## ARTICLE 5 UNION REPRESENTATION

### **Section 5.1 -- Union Representatives.**

a. **Recognition of Representatives.** From among the employees employed in the Bargaining Unit, the Union may designate and the Company will recognize not more than one (1) shop steward and one (1) Executive Board Member to serve as the Union's representative. The Company shall not be required to recognize any employee as its representative unless the Union has informed the Company in writing of the employee's name.

b. **Compensation of Representatives While Engaged in Union Activity.** Union representatives shall not be compensated by the Company for duties as Union Representative and shall perform such duties during times when they are not scheduled to work for the Company. Meetings between the Company and Union representatives will be held at a mutually agreeable time. If such meetings are scheduled during the representatives work time by the Company, the Company will pay for their lost time. Time lost shall not count against the Representative towards Bonuses and Incentives.

**Section 5.2 - Distribution of Union Literature.** The Company will provide the Union with a 3 - foot X 5-foot bulletin board. Said bulletin board will be located in such a manner that all employees can easily see its contents. This shall be used by the Union for the posting of official notices, meetings, and all other matter pertinent to the Union. The Union agrees that the bulletin board will only be used for official business and will not be used to post personal notices or any other material not pertinent to official Union business. The Union also agrees that no inflammatory, derogatory or controversial materials regarding the Company will be posted on the bulletin board. The Union Business Agent shall have reasonable access during regular Company office hours to maintain the bulletin board.

**Section 5.3 -- Union Visitation. Meetings with the Company.** Upon reasonable prior notice and consent by the Company, which consent shall not be unreasonably withheld, a representative of the Union will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance. The Union agent will confine any conversations with employees to non-work time and his activities will not in any manner interfere with the performance of work by the employees.

**Section 5.4 -- Union Leave.** Employees who may be called upon to transact business for the Union which requires their absence from duty shall, upon application, be allowed to absent themselves for five days per month per employee without pay or other benefits sufficient to transact such business; provided that the number applying for leave of absence is not so great as to be detrimental to the service; and provided further, the Union shall file with the employee's General Manager a written application for such leave and shall advise therein the estimated length of such leave. Any Union activity does not exclude the member from bonuses and incentives, benefits, or count as absences. Whenever possible the Union will give the Company 48 hours prior notice.

**ARTICLE 6  
CUSTOMER RIGHTS AND CONTINGENCIES**

**Section 6.1 -- Termination of Transportation Services Contract.** If the transportation services contract between the Company and its service customer terminates for any reason, the rights and obligations of this Agreement shall also terminate at that time, provided that the parties to this Agreement shall continue to resolve disputes pending at the time of termination, up to and including arbitration. If the service customer awards the services now provided by the Company to another transportation provider, the Company will notify the Union of the name, address, and representation of such other transportation provider, if known.

**Section 6.2 -- Rights of Customers.** Nothing in the Agreement is intended or shall be construed to change, limit, modify, restrict or in any way alter the duties or obligations owed by the Company to its service customer nor the rights and privileges of such customer under the transportation services contract referenced in Section 6.1 of this Article.

**ARTICLE 7  
MANAGEMENT RIGHTS**

**Section 7.1 -- Retention of Managerial Prerogatives.** Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions possessed by the Company prior to the execution of this Agreement are specifically reserved to it and vest exclusively in the Company. Further, by way of example and not by way of limitation, the rights, powers and authorities of the Company shall include the right:

- a. To reprimand, suspend, discharge, or otherwise discipline employees for cause and to determine the number of employees to be employed.
- b. To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff or recall employees to work, and retire employees.
- c. To set the standards of productivity; the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; and to set the starting and quitting time and the number of hours and shifts to be worked.
- d. To close down, or relocate the Company's operations or any part thereof, to expand, reduce, alter, combine, transfer, subcontract, assign, or cease any job, department, operation, or service; to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the Customer.
- e. To introduce new or improved technology, research, service, and maintenance methods, materials, equipment; to determine the price at which the Company contracts its services; to determine the methods of financing its operations and services; and to determine the number, location and operation of departments, divisions, and all other units of the Company.

f. To issue, amend and revise reasonable policies, rules, regulations, and practices including rules of conduct or standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees, and to carry out the lawful directives of the customers to whom the Company contracts its services if not in violation of this agreement.

The Company's failure to exercise any right, prerogative or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not directly in conflict with the express provisions of this Agreement.

**Section 7.2 -- Contractual Duties.** Nothing in this Agreement shall be construed to prohibit the Company from fulfilling its contractual responsibilities to Johnson County Transit or the Johnson County Developmental Supports (JCDS).

## ARTICLE 8 NONDISCRIMINATION

**Section 8.1 -- Equal Opportunity.** The Company and the Union each agree that it will not unlawfully discriminate against any individual with respect to hiring, promotion, discharge, compensation and other terms, conditions and privileges of employment, nor will it limit, segregate, or classify employees so as to unlawfully deprive any individual of employment opportunities because of such individual's race, color, religion, sex, sexual orientation, national origin, age, disability, or union membership and union representative. The parties agree that disputes under this Article shall be resolved through the grievance and/or arbitration procedures. However, it is understood that nothing in this agreement prohibits an employee from the lawful and timely pursuit of any remedy allowed by law.

**Section 8.2 - Affirmative Action and Job Accommodation.** Nothing in this Agreement is intended nor shall be construed to prohibit or discourage compliance by any party with Federal, State or local laws pertaining to discrimination, affirmative action, or job accommodation nor to prohibit the Company from complying with the lawful mandates or directions of its customers with respect to discrimination, affirmative action, or job accommodation. The Company may take any action required or proper under such laws, mandates, or directions, with reasonable notice to the Union, and neither such action nor its effect may be deemed a violation of this Agreement.

**Section 8.3 -- Gender Terms.** Throughout this Agreement, the use of the gender pronouns, and terms shall be construed to include both male and female.

## ARTICLE 9 NO STRIKES OR LOCKOUTS

**Section 9.1 -- No Strikes or Lockouts.** During the term of this Agreement, or any extension thereof, (a) neither the Union nor its members will directly or indirectly, cause, encourage, sanction, or participate in any strike of any kind, including but not limited to, work stoppage, slowdown, sympathy strike, or to a boycott against the Employer which is prohibited by the National Labor Relations Act; and (b) there will be no lockouts by the Employer.

**Section 9.2 -- Discipline for Violation of Section 9.1.** The failure or refusal on the part of any employee to comply with the provisions of Section 9.1 of this Article shall be cause for immediate discipline, up to and including discharge.

**ARTICLE 10  
DRUG AND ALCOHOL TESTING**

**Section 10.1-- Definitions.**

a. "Abuse and/or untimely use of alcohol" means:

(1) Having an alcohol concentration in the blood or breath in any amount or degree when coupled with impairment of the employee's ability to safely, properly and effectively perform his/her assigned duties; or

(2) Having an alcohol concentration in the blood or breath of .04% greater.

b. "Abuse and/or untimely use of controlled substances and/or drugs" means:

(1) The presence of any controlled substances in the body in any amount or degree, when coupled with impairment of the employee's ability to safely, properly and effectively perform his/her assigned duties; or

(2) Testing positive for the presence of any drugs in the body at or above the following cutoff levels (nanograms per milliliter) for the initial drug screen (EIA) and the confirming test (GS/MS):

	<u>IEA</u>	<u>GUMS</u>
Marijuana metabolite	100	15 ng/ml
Cocaine metabolites	300	150 ng/ml
Opiate metabolites	300	
Codeine		300 ng/ml
Morphine		300 ng/ml
Amphetamine	1000	
Amphetamine		500 ng/ml
Methamphetamine		500 ng/ml
Phencyclidine	25	25 ng/ml

c. "Abuse and/or untimely use of medication" means:

(1) Presence of any medication in the body in any amount or use of any medication when coupled with impairment of the employee's ability to safely, properly and effectively perform his/her assigned duties; or

(2) Presence of any controlled substance in the body, or use of any controlled substance in any amount without prior notification to the Company, in accordance with subsection 10.3.h.

d. "Alcohol" means: Beer, cereal malt beverage, wine, and/or distilled spirits, regardless of percentage of alcohol by volume.

e. "Alcohol concentration" means: The concentration of alcohol in a person's blood or breath. When expressed as a percentage, it means grams of alcohol per one hundred milliliters (100 ml) of blood or grams of alcohol per two hundred and ten liters (210) of breath.

f. "Controlled substance" means: Any substance listed in Schedules I through V (21 C.F.R. Part 1308) as those schedules may be revised from time to time, and includes drugs as defined herein.

g. "Conviction" means: A final conviction, an unvacated forfeiture of bail or collateral deposited to secure a defendant's appearance in court, a plea or nolo contendere, a finding of guilt, an imposition of sentence, or the payment of a fine, regardless of whether the penalty is rebated, suspended or probated.

h. "Drug" means: The "drugs of abuse": marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP) and other controlled substances for which drug testing is permitted or required by law.

i. "Employee" means: An individual who is an operator as defined in this agreement.

j. "Medical practitioner" means: A physician or dentist licensed or otherwise authorized to practice by the state in which the person practices.

k. "Medication" means: Any medicine, including any controlled substance, used for treating injury or illness and available over-the-counter or by prescription written by a medical practitioner but does not include methadone.

l. "Safety sensitive function" means: Any duty relating to the safe operation of the Company's business, including, operation of a vehicle for the Company, controlling the dispatch or movement of a vehicle for the Company, maintenance of a vehicle or other equipment for the Company, supervision of any employee performing a safety sensitive function.

m. "Workplace" means: Any premises of the Company, including real property owned, leased or operated by the Company, any location where a Company employee is working or engaged to work, and any vehicle owned, leased or operated by the Company.

**Section 10.2.-- Policy.**

- a. The abuse and/or untimely use of alcohol, abuse and/or untimely use of controlled substances or drugs in the body, and the abuse and/or untimely use of medication is prohibited.
- b. The manufacture, distribution, dispensation, possession or uses of a controlled substance are prohibited in the workplace; provided, however, that the possession or uses of a controlled substance pursuant to a prescription written by a medical practitioner is not a violation of this policy if the employee notified the Company of such use in accordance with subsection 10.3.h.
- c. An applicant for employment who refuses to take a test authorized under this policy or as a result of testing is found to have engaged in the abuse and/or untimely use of alcohol or to have engaged in the abuse and/or untimely use of controlled substances or to have engaged in the abuse and/or untimely use of medication shall be ineligible for employment, except as provided in subsection 10.3.h.
- d. An employee who refuses to take a test authorized under this policy or as a result of testing is found to have engaged in the abuse and/or untimely use of alcohol or to have engaged in the abuse and/or untimely use of controlled substances or to have engaged in the abuse or untimely use of medication shall be removed from service and shall forfeit continued employment except as provided in subsection 10.3.h.
- e. Any employee who is convicted of violating a criminal drug statute pertaining to alcohol or controlled substances shall notify the Company of the conviction not later than five (5) days after the conviction.

**Section 10.3 -- Procedures.**

- a. Acknowledgment: Drug Free Workplace Policy Statement. Upon request by the Company an employee shall execute an acknowledgment that the employee has received a copy of the drug-free workplace policy statement and that the employee agrees to abide by the terms of this policy and shall further agree to notify the facility manager if the employee is convicted of a violation of a criminal drug statute not later than five (5) days after such conviction.
- b. Confidentially. All testing for controlled substance shall be conducted in accordance with the Procedures for Transportation Workplace Drug Testing Programs, (49 C.F.R. Part 40). Test results shall not be released to any person other than (i) the individual to whom the test results apply; or (ii) any person if the individual authorizes release to such other person, in writing.
- c. Pre-Employment Testing. As a condition of consideration for employment, every applicant for employment to perform a safety sensitive function will be required to submit to testing and shall be tested for the presence of drugs in the body, where required by law or contract.

Prior to the collection of a urine sample, the applicant shall be notified that the sample will be tested for the presence of drugs. Except as provided in subsection 10.3(h), an applicant who, as a result of testing under this subsection, is found to have engaged in the abuse and/or untimely use of controlled substances or drugs shall not be eligible for employment.

d. Reasonable Cause Testing. Upon reasonable cause as determined by the Company's sole discretion, an employee shall submit to testing and shall be tested for alcohol concentration and/or the presence of controlled substances in the body. If the employee is to be tested for controlled substances other than drugs as defined herein, the employee shall submit two urine samples.

An employee who as a result of testing, under this subsection, is found to have engaged in the abuse and/or untimely use of alcohol shall be subject to immediate discharge.

Except as provided in subsection 10.3(h), an employee who as a result of testing under this subsection is found to have engaged in the abuse and/or untimely use of controlled substances or drugs shall be subject to immediate discharge.

Any employee who refuses to submit to testing under this subsection shall be subject to immediate discharge.

Reasonable cause for testing may exist when:

1. The employee engages in conduct, witnessed by two or more supervisors, which is indicative of use of controlled substances. The supervisors must have been trained in the specific physical signs and symptoms and in the specific behavioral or performance indicators of use of controlled substances. The supervisors shall document their observations, in writing, within twenty-four hours of witnessing the conduct, or before the results of the test are released, whichever is earlier; or
2. The employee engages in conduct that contributed or may have contributed to an accident which: (i) results in death or injury requiring medical treatment; (ii) results in property damage in excess of five thousand dollars (\$5,000); or (iii) must be reported to an agency of the United States Department of Transportation.

e. Random Testing. Every employee performing a safety sensitive function shall submit to testing if selected for testing by the Company in accordance with a random selection process, and shall be tested for use of controlled substances.

Except as provided in subsection 10.3.h, an employee who as a result of testing under this subsection shall be found to have engaged in the abuse and/or untimely use of controlled substances or drugs shall be subject to immediate discharge.

The random selection process required hereunder means: (1) that tests pursuant to this subsection are unannounced; and (ii) that every employee in the pool of employees subject to testing has an equal chance of selection.

Any employee who refuses to submit to testing under this subsection shall be subject to immediate discharge.

f. Post-Accident Testing. Federal Regulations (subpart H of 49 C.F.R. 391 .1 13).

"A DOT qualified Operator shall provide a urine sample to be tested for the use of controlled substances as soon as possible, but no later than 32 hours, after a (D.O.T.) reportable accident, if

the Operator of the commercial motor vehicle receives a citation for a moving traffic violation arising from the accident."

Federal regulations (49 C.F.R. 394.3) define a D.O.T. reportable accident as an accident involving a commercial motor vehicle engaged in interstate operations resulting in:

1. The death of a human being; or
2. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
3. Where one or more motor vehicles incur disabling damages requiring the vehicles to be towed from the scene.

g. Retests. An employee who tests positive for the presence of alcohol and/or controlled substances in the body may request that the original sample be reanalyzed or that a control sample, called from the employee at the time the original sample was collected be analyzed. Retests for drugs shall be conducted in accordance with the Procedures for Transportation Workplace Drug Testing Programs (49 C.F.R. Part 40).

Request for retests shall be submitted within sixty (60) days of the receipt of the original test results.

The costs for any reanalysis of the sample and any costs associated with transfer of the sample to another laboratory shall be borne by the employee making the request.

In the event the retest is negative for the presence of alcohol and/or controlled substances, the employee shall be reinstated and compensated for all salary or wages lost.

h. Medication. Prior to performing his/her duties for the Company, an employee who engaged in a safety sensitive function shall notify the Company of the employee's use of medication and shall provide a certificate from the employee's medical practitioner that the use of the medication will not impair the employee's ability to safely, properly and effectively perform his/her duties.

Any employee who, as a result of testing under this policy, is found to have the presence of controlled substance in the body may avoid discharge by establishing by clear and convincing evidence that the presence of such controlled substance in the body was as a result of the use of medication pursuant to a prescription written by a medical practitioner who is familiar with the employee's medical history and assigned duties.

Any employee, who, as a result of testing under this policy, is found to have the presence of controlled substances in the body which is a result of the use of medication pursuant to a prescription written by a medical practitioner may be removed from service without pay until it is determined that the use of the medication will not impair the employee's ability to safely, properly and effectively perform his/her duties.

Any applicant, who as a result of testing under this policy, is found to have the presence of controlled substances in the body may avoid denial of employment by establishing by clear and

convincing evidence that the presence of such controlled substance in the body was as a result of the use of medication pursuant to a prescription written by a medical practitioner who is familiar with the applicant's medical history and job duties.

Any applicant, who, as a result of testing under this policy, is found to have the presence of controlled substances in the body which is a result of the use of medication pursuant to a prescription written by a medical practitioner shall not perform services for the Company until it is determined that the use of the medication will not impair the applicant's ability to safely, properly and effectively perform his/her duties.

i. Tampering with or substitution of a specimen. Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own or another employee's specimen, shall constitute cause for discharge of the-employee.

#### **Section 10.4 -- Employee Assistance Program.**

a. Anti-Drug Training and Education Program. Every employee shall participate in an Anti-Drug Training and Education Program consisting of the display and distribution of written informational material or classroom-type instruction or both. The Anti-Drug Training and Education Program shall include information on:

- (1) Employee assistance and rehabilitation programs available in the community, including any hot-line telephone numbers;
- (2) The effects and consequences of alcohol or drug use and abuse on personal health, safety, and the work environment;
- (3) The physical and behavioral manifestations of drug and alcohol use and abuse; and (4) this policy.

b. Rehabilitation Program. An employee shall have one opportunity for rehabilitation and assistance for a drug or alcohol use problem. Each employee who desires to take advantage of this opportunity shall, prior to any test under this policy:

- (1) Voluntarily enroll in and successfully complete an Employee Assistance and Rehabilitation Program (EARP) approved by the Company. Participation in the EARP;
- (2) Submit to testing and pass a test under this policy;
- (3) Continue with any post-rehabilitation care, counseling or monitoring recommended by the employee's EARP program counselor;
- (4) Agree to submit to additional, unannounced testing at the discretion of the Company for a period of up to sixty (60) months after the employee has returned to services; and
- (5) Continue to remain free from abuse or untimely use of alcohol and/or the presence of controlled substances in the body.

The Company shall not be obligated to offer an opportunity for rehabilitation to any employee who enrolls in an Employee Assistance Program for the purpose of avoiding adverse consequences of testing positive for controlled substances or alcohol prior to enrollment.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

**Section 11.1 --Definition of Grievance.** A grievance is a claim that the Company has violated a specific provision of this Agreement. The following procedure for the settlement of grievances must be followed.

**Section 11.2 -- Procedural Steps.**

**Step 1.** Not later than five (5) week days after the event giving rise to the grievance, or five (5) week days after the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee must discuss the grievance with the Operations Manager or in his/her absence, the General Manager. The employee may be accompanied by a Union Representative. If the informal discussion fails to resolve the problem, the Union or the employee may initiate step two of the grievance procedure.

**Step 2.** The Union representative or the employee shall present the alleged grievance on the proper form to the General Manager within five (5) week days after the incident giving rise to the same becomes known to the party submitting it or should have been known with reasonable diligence, stating the nature of the grievance and the remedies sought, otherwise it shall not be considered; and if such alleged grievance is presented in time and is not adjusted to his satisfaction within five (5) week days thereafter; then

**Step 3.** If not adjusted in writing to his satisfaction in Step Two, the Union shall deliver a copy of the grievance to the Company Regional Vice President or his designee, within fifteen (15) week days of receipt of the General Manager's response. The Company Regional Vice President or his designee will conduct a hearing with the President of the Union or his designee within fifteen (15) week days from receipt of the grievance from the Union. After completion of the hearing, the Company Regional Vice President will provide a written answer within ten (10) week days, either sustaining or denying the grievance, and setting forth the reasons for the decision.

**Section 11.3 -- Time Limitations.** The Time limitations set forth in this Article are of the essence of this Agreement. No grievance shall be accepted or considered by the Company unless it is submitted or appealed within the time limits set forth in Section 11.2 of this Article. If the grievance is not timely submitted at Step 1, Step 2, or Step 3, it shall be deemed waived. If the grievance is not timely appealed to Arbitration, it shall be deemed to have been settled in accordance with the Company's Step 3 answer. If the Company fails to answer within the time limits set forth in Section 11.2 of this Article, the grievance shall automatically proceed to the next step. The time limitations may be waived upon mutual written agreement of the parties.

**Section 11.4 -- Precedent.** A decision made with respect to any grievance during any Step of the grievance procedure set forth in Section 11.2 of this Article shall apply only to that grievance and shall not become a binding precedent with respect to another grievance or to the interpretation or application of the Agreement.

## ARTICLE 12 ARBITRATION

**Section 12.1 -- Appeal Procedure.** If a Grievance has not been settled in the steps outlined in Article 11 herein, the Union may request that the matter be submitted to an arbitrator. Such request shall occur within five (5) calendar days following the next regularly scheduled Union meeting following the decision of the Company at Step 3 of the Grievance procedure. In no case shall the request for arbitration be allowed more than forty-five (45) calendar days following the decision of the Company at Step 3 of the Grievance procedure.

**Section 12.2 -- Selection of Arbitrator.** An arbitrator shall be selected from a list of seven names obtained from the Federal Mediation and Conciliation Service ("FMCS"). Such a list shall be one mutually requested by the parties to this Agreement and shall be used until such time that either party requests that a new list be requested from the FMCS. The arbitrator shall be selected by the parties alternately striking a name from the list until only one name remains. Initially, the party losing a coin toss will make the first strike; thereafter in future arbitrations the parties will alternate striking first.

**Section 12.3 -- Arbitrator's Jurisdiction.** The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Company. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Company and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Company. The arbitrator shall render a decision within thirty (30) calendar days from the completion of the hearing. All decisions of the arbitrator shall be in writing, in duplicate with originals filed with the Company and the Union.

**Section 12.4 -- Burden of Persuasion in Discharge or Discipline Matters.** In all cases involving discharge or discipline, the burden of persuasion on the issue of whether or not the grievant engaged in misconduct or wrongdoing shall rest on the Company. The burden of persuasion on the issue of whether the discipline imposed was excessive, unreasonable, or an abuse of management discretion shall rest on the Union.

**Section 12.5 -- Fees and Expenses of Arbitration.** The expenses of the arbitrator and hearing room will be equally shared between the Company and the Union, otherwise each party shall bear its own arbitration expenses.

## ARTICLE 13 HOURS OF WORK

**Section 13.1 -- Purpose of Article.** The sole purpose of this Article is to provide a basis for the computation of straight-time, overtime, and other premium wages. The Company's pay records and procedures shall govern the payment of all wages.

**Section 13.2 -- Workweek** The workweek shall consist of seven (7) days beginning at 12:01 a.m. on Sunday and ending at 11:59 p.m. the following Saturday.

**Section 13.3 -- Overtime Work.** The Company shall determine when overtime will be worked. Overtime shall be paid in accordance with state and federal laws.

## **ARTICLE 14 WORK SCHEDULE BIDDING**

**Section 14.1 -- Work Schedule Pick** The company will conduct a bidding of regular work schedules a minimum of two (2) times annually at approximately six (6) months intervals. The number of regular work schedules will be at the discretion of the company.

**Section 14.2 -- Posting.** The company will post estimates of work schedule times and descriptions of work to be performed ten (10) working days prior to the day bidding is scheduled.

**Section 14.3 -- Bidding Order.** On the day bidding is done, Operator's may select work schedules by order of seniority. There shall be two (2) lists, one for transit and one for para-transit work. Any person eligible for more than one list must declare at the time of his selection upon which list he shall bid. An Operator may only select a work schedule for which he is fully trained and qualified of performing at the time the selection is made. Once a route is picked at Route pick, the Operator must remain on the route for the entire term, unless mutually agreed upon by the union and the Company.

**Section 14.4 -- Failure to Bid.** Operators failing to bid or who have not left a signed "choice slip" with the Operations Manager by 5:00 p.m. on the day prior to the bidding will be assigned a run by a representative of the Union at the time the Operator's seniority would allow him to pick had he been present.

**Section 14.5 -- Change in Schedules.** The company at its sole discretion, may change the times and hours of any work schedule at any time. However, if a work schedule changes by more than twenty (20) minutes per day on average for two (2) consecutive pay periods, that work shall be re-bid by those on the list affected.

**Section 14.6 -- Combination Bids.** Two Operators may, in combination, bid one work schedule; however, their order of bid shall be at the position of the one least senior of the two Operators.

**Section 14.7 -- Transfer Employees.** Employees that transfer to the Facility from other First Transit, Inc. facilities will be allowed, to count their years with Laidlaw for purposes of placement on the salary and benefit schedule, but will be placed at the bottom of the facility seniority lists for job picks, extra work assignments, layoffs and recalls.

## **ARTICLE 15 COMMUNITY SERVICE WORK/OTHER WORK/OVERTIME**

**Section 15.1 -- Other Work.** From time to time, the company may offer community service/other work trips, office work, general utility, and the like to qualified bargaining unit employees. All community service/other work will be added to the most efficient work schedule, when possible. Additional community service/other work, trips will be posted and distributed to

qualified personnel according to the rotating work list. Additional extra work will be distributed to qualified personnel according to the rotating list. All community service/other work (except when added as a continuation of a route for which there is no unpaid break) shall pay a minimum of two and one half hours.

**Section 15.2 -- Rotation.** At the time community service/other work becomes available, Operators may sign up for such work in seniority order. Operators may add their name to the list but shall wait one full list rotation before getting a work assignment. Once rotation begins, the list will continue to rotate.

**Section 15.3 -- Advance Notice.** The Company will use the rotation list for work described in this section when there is twenty-four (24) or more hour's notice of the work being available. When less notice is available, the company will make a reasonable effort to contact the Operator next eligible for the work. If such efforts fail, the work will be assigned at the sole discretion of the Company.

**Section 15.4 -- Continuation of Work Assignment.** On the days when adding work extending an employee's regular work assignment improves operation's efficiency, work may be added without use of the rotation list described in this section.

**Section 15.5 -- Overtime Minimization.** Efficient project management requires that the Company has as much work described in this article as possible be done at straight time. Thus, in using the rotation list, work will be offered first to qualified employees to whom adding the piece of work to their regular weekly scheduled hours will not put them over forty (40) hours for the week. If all employees on the list would go over forty (40) hours worked by adding the work to this normal schedule, then the normal rotation will be followed.

**Section 15.6 -- Refusal of Assignment** Any Operator refusing, after advance notice more than one (1) work assignment in a thirty (30) calendar day period shall be dropped from the rotation list for one (1) work week. If all employees on the rotation list refuse the work, the Company will assign the work to the least senior qualified employee on the list. If there are no qualified employees on the list to do the work, the Company will assign the work to the least senior qualified employee not on the list.

**Section 15.7-- Satisfactory Performance.** Employees doing work assigned under this Article must perform that work in a satisfactory manner or the employee will be removed from such work and the work will rotate to the next qualified employee on the rotation list.

**Section 15.8- Standby Drivers.** Standby drivers will be guaranteed at least two hours pay each time they are assigned to report. From time to time the Company will need additional standby drivers. This work will be distributed to qualified personnel according to the rotating work list.

**Section 15.9- Staff Personnel.** Staff personnel will be permitted to operate a vehicle in revenue service when there are no available Operators for the work, in the case of mechanical failure, or emergency. The Union President will be notified in writing when a mechanical failure or emergency has occurred that requires a staff person to drive.

## ARTICLE 16 LEAVES OF ABSENCE

**Section 16.1 -- Definition.** A leave of absence is defined as an absence in excess of five (5) consecutive work days.

**Section 16.2- Personal Leave.** Leaves of Absence up to fifteen (15) days may be granted at the Company's discretion, upon receipt of written request from the employee stating the reason for the requested leave. A copy will be given to a Union Representative and mailed to the Union office.

**Section 16.3 -- Disability Leave.** In general, Leave of Absence because of health, medical condition, or disability, including, but not limited to, pregnancy, childbirth, or related medical conditions, may be granted for periods of up to thirty (30) days, with thirty (30) day extensions, up to a maximum of six (6) months. To obtain such disability Leave of Absence, an employee shall present: (1) a written request for such leave; (2) a written statement from the employee's doctor indicating the need for such leave, the doctor's recommendation as to when the employee should cease work and the doctor's estimate as to when the employee may be able to return to work. The employee's actual return to work, however, will be contingent upon an assessment by the Company (in conjunction with the employee's medical doctor and/or the Company's medical doctor, any consulting or treating specialists, or therapists, the Union, and the employee) that, after considering the nature and scope of the employee's duties, the employee is able to return to work and perform the essential functions of his job, with reasonable accommodation if needed and in a manner which will not directly threaten the health, safety, or welfare of the employee, passengers, or the public. A copy will be given to a Union Representative and mailed to the Union office.

**Section 16.4 -- Military Leave.** The Company will comply with the provisions of the Uniformed Services Employment and Re-Employment Rights Act.

**Section 16.5 -- Request for Leave.** Requests for Leave of Absence shall be made as far in advance as possible. Seniority shall accumulate during Leave of Absence; however, unless otherwise stated in this Agreement time spent on Leave of Absence shall be without pay.

**Section 16.6 -- Family Leave.** The Company shall comply with State and Federal Family Leave Laws.

## ARTICLE 17 DISCIPLINE

**Section 17.1 -- Company Rights.** The Company shall have the right to change any policies, rules, and regulations governing employees without re-negotiation of this Agreement should such changes in policies, rules, and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the Agreement between the Company and its Customers. The Company shall further have the absolute right to carry out all directions of its Customers notwithstanding any provision of this Agreement to the contrary.

The Company shall have the sole exclusive right to adopt reasonable rules, regulations, and policies to

govern its operations and employees from time to time, to change or amend such rules, regulations, and policies, to the extent they do not conflict with any provisions of this Agreement.

**Section 17.2 -- Disciplinary Procedures.**

- a. All disciplinary processes will be performed by the Operations Manager, General Manager or District Manager, or their designee with Union Representation unless declined by employee. A copy of the signed waiver shall be given to the Union representative and mailed to the Union office.
- b. The respective Operations Manager, to whom the individual is required to report, shall give a fair and impartial hearing to all employees. This shall also include corrective interviews through the disciplinary process.
- c. Nothing in this Article 17 shall prevent the Union from appealing the decision of the respective General Manager to the District Manager prior to a possible grievance being filed.
- d. All hearings which may result in a penalty shall be attended by the charged employee. A Union representative shall also attend the hearing unless declined by the employee in writing.
- e. Such hearings shall be held within a ten (10) day period (excluding weekends and holidays) following the delivery of a written notice.

**Section 17.3 -- Progressive Discipline.** Any violation of posted and/or written company rules, policies and/or procedures shall result in progressive disciplinary action. With the exception of a violation of a serious infraction, as listed in the handbook, attendance policy as listed in the handbook, or unsafe act policy as listed in the handbook. Each infraction of any rule, policy, or procedure may result in the following disciplinary action taken by the company against the employee who violates any rule, policy, or procedure:

- |                   |   |
|-------------------|---|
| First Violation:  | Verbal warning with counseling by Operations Manager.   |
| Second Violation: | Written warning notice.   |
| Third Violation:  | Suspension up to, but not exceeding, five (5) days. Lesser discipline may be imposed at sole discretion of the company. |
| Fourth Violation: | Dismissal from employment with company may be lesser discipline at sole discretion of the company.                      |

The definition of "first," "second," "third", and "fourth" violation above shall mean the violation of any rule or combination of rules and shall be not construed to mean the first, second, third, or fourth violation of each individual rule exclusive of the violation of any other rules. Following a non-serious infraction, if an employee goes twelve (12) months without committing the same non-serious infraction again, that infraction will be removed from the employee's record.

**Section 17.4 -- Safe Vehicles.** No employee shall be disciplined for refusing to drive a vehicle proven to be unsafe. Once repaired and signed off upon by the Company's maintenance department, the employee must drive the vehicle as directed. No employee shall be required to

transport a passenger in a mobility assistance device unless the proper number of securement- straps or devices (as determined by the Company) are provided in the vehicle.

## ARTICLE 18 GENERAL CONDITIONS

**Section 18.1-- Payday.** All pay checks will be distributed every other Friday and will cover all moneys due through the Saturday of the preceding pay period. The company will offer Direct Deposit to employees pursuant to the capabilities of the company's program.

**Section 18.2 -- Company Meetings.** Safety meetings are mandatory. Other informational meetings may be required by the Company from time to time. Employees shall attend such meetings as required by the Company. Employees who attend such meetings shall be paid the current wage at a minimum of one hours pay at the appropriate rate for attendance.

**Section 18.3 -- Citations.** No Operator shall be required to violate traffic laws. Employees are required to pay for the cost of citations received, except when the citation received is no fault of the employee.

## ARTICLE 19 WAGES

**Section 19.1 -- Wage Rates.** Employees covered by this agreement shall receive the following wage rates during the term of this Agreement. Effective the start of the first pay period on or after the dates indicated below, the wage scale will be as follows:

	11-22-07	11-22-08	5-22-09	11-22-09
<b>Starting Wage</b>	11.85	12.10	12.35	12.75
<b>1<sup>st</sup> Anniversary</b>	12.11	12.35	12.60	12.98
<b>2<sup>nd</sup> Anniversary</b>	12.36	12.61	12.86	13.24
<b>3<sup>rd</sup> Anniversary</b>	14.00	14.28	14.57	15.01

1. All wage and hire rate increases will occur at the start of the first full pay period following the date the employee becomes eligible.
2. Behind-the-wheel trainers shall be paid \$0.50 per hour over their regular rate of pay when actually doing such training. This does not include merely having a trainee along for experience.
3. All Operators shall receive their regular rate of pay for all work performed once they have completed initial employment training. All initial training prior to an Operator doing revenue producing work shall be paid at the Federal Minimum Wage.

## ARTICLE 20 PAID HOLIDAYS

**Section 20.1 -- Holidays.** All regular part-time non-probationary Operators shall receive, pay for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day,

Thanksgiving Day, and Christmas Day. Martin Luther King Jr. birthday is a paid, working holiday.

Effective November 22, 2004, the second year of this Agreement, after twelve (12) months of continuous service in the bargaining unit, an employee will become eligible for one (1) personal holiday for use during the subsequent twelve (12) month period only. This personal holiday must be scheduled by mutual agreement between the Company and the employee. The employee must give at least one (1) week notice to the Company of the day the employee intends to celebrate as a personal holiday, however personal holidays may be used for sick days wherein all Company reporting requirements must be properly utilized. If more than one employee desires to take the same day as a personal holiday, seniority will prevail.

**Section 20.2 -- Pay.** Holiday pay shall be calculated at the employee's straight-time regular service rate and will be based on the employee's regularly scheduled shift. If the holiday falls on an employee's normally scheduled day off, then the holiday will be computed by using the average number of hours worked per day during the previous pay period, with a maximum of eight (8) hours. Holiday pay shall not be counted as hours worked for the purposes of computing overtime.

**Section 20.3 -- Eligibility.** In order to be eligible for holiday pay, an employee must work their scheduled day before and scheduled day after the holiday and must also work on the holiday if so scheduled.

**Section 20.4 -- Work on Holiday.** For those employees who are scheduled to work on a recognized holiday, they must work as scheduled. A holiday sign-up list shall be posted for employees to indicate their desire to work. In the event an insufficient number of employees sign up, then work on the holiday shall be assigned in reverse seniority order of those who are scheduled to work on the holiday. In no event shall an employee scheduled to work on a holiday, who reports to work as scheduled and completes his/her assignment be paid for less than four (4) hours for that day. In the event of a reduction of schedule on any working holiday, the driver will be paid for actual hours worked plus his/her normal schedule time for that day not to exceed eight (8) hours.

**Section 20.5 -- Pay on Holiday Worked.** Pay for time worked on a holiday shall be at straight time hourly rate for all hours worked.

**Section 20.6 -- Work Schedule.** The Company may elect to amend the work schedule during a week in which a paid holiday falls or during a week in which service is amended because of an unpaid holiday recognized by the Company's customer.

## ARTICLE 21 VACATIONS

**Section 21.1 -- Eligibility.** All operators shall receive, after one year of continuous employment, a paid vacation as further detailed. Operators who complete one (1) full year of continuous shall receive a vacation of forty (40) hours in duration, and after three (3) full years or more of service, eighty (80) hours will be granted, Operators who have completed ten (10) full years of service shall be granted one hundred twenty (120) hours of vacation. Vacation pay will be based upon the average amount of hours an employee works for the latest four week period, not to exceed forty (40) hours for each week of vacation entitlement.

**Section 21.2 -- Vacation Pay.** Operators who complete one (1) full year of continuous employment shall receive a vacation of one (1) week in duration, and after three (3) full years or more of service, two (2) weeks will be granted, not to exceed forty (40) hours. Effective 11/21/98, operators who have completed ten (10) full years of service shall be granted three (3) weeks of vacation.

**Section 21.3 -- Pro-ration.** No vacation shall be paid until the periods indicated in Section 21.2 are completed. Prorated vacation pay will not be made.

**Section 21.4 -- Vacation Schedule.** The Company shall prepare and post by December 5 of each year a vacation sign up schedule showing employees who will be eligible for vacation during the following calendar year. Employees will sign up for vacation prior to January 1 of the year in which vacation is to be taken. It is understood and agreed that the parties may change this time frame if mutually agreed upon.

a. In accordance with their seniority, employees may sign up for vacation in full week increments.

b. Employees wishing to use all or part of their vacation in increments of less than one week (single or half days) and who know the dates they wish to select, may submit those selections with their full week selections. These selections will be awarded in seniority order after all full week selections have been allocated.

c. Employees wishing to use all or part of their vacation in increments of less than one week (single or half days) and who desire to choose the dates at a later time must choose to do so at the time of the vacation sign up. Vacations selected in this manner will be in writing with a copy of the selection signed by the supervisor provided to the employee. Vacations selected in this manner shall be awarded by seniority based on the date of submission.

In no case will more than two employees be allowed to schedule vacation during the same period of time. In the event of emergency situations as declared by national, state or local authority or by the Project Manager of the Transit Authority, the Company may reschedule a previously scheduled vacation based on the needs of the transportation service.

**Section 21.5--Vacation Pay.** Vacation must be taken in full week increments unless waived by the Company at its sole discretion. The vacation may not be taken prior to the anniversary date on which it is earned. Vacation pay shall be issued on the normal pay period and may not be taken in advance. There shall be no pay for vacation time not taken. Vacation pay shall not accumulate from year to year, therefore, if an employee does not use his/her vacation within one year of the date earned, it shall be lost, excepting if a vacation was scheduled by the employee and subsequently canceled or rescheduled by the Company, in which case the vacation may be carried over until the date it is mutually rescheduled by the Company and the employee.

**ARTICLE 22**  
**HEALTH INSURANCE and SICK LEAVE**

**Section 22.1 -- Health Insurance.** Effective November 1, 2008, the Company will contribute sixty-five percent (65%) of the single premium cost of a health plan selected by the Company, However, the plan selected by the Company must provide the same level of benefits as the Aetna plan (June 2008 benefit summary) selected during the year 2007/2008 contract negotiations. Further, the cost of co-pays, deductibles, prescriptions and/or other procedures shall not be greater than the levels presented to the bargaining committee during year 2007/8 negotiations.

Effective November 1, 2008, the Company will contribute thirty-five dollars (\$35.00) more per month than the 65% for the single rate for the cost of two person coverage and seventy dollars (\$70.00) more per month than the 65% for the single rate for the cost of family coverage.

The Company shall reimburse employees who are eligible for the full cost of Medicare B up to the maximum amounts payable to employees enrolled in the health care plan.

**Section 22.2 -- Eligibility.** Regular Part-Time Operators that average twenty-five (25) hours per week and met all the qualification of the insurance plan are eligible for insurance at the first of the next insurance month after they become eligible.

**Section 22.3 - Sick Leave.** Effective April 1, 2001, employees will earn one (1) sick day per quarter for perfect attendance. Absences due to bereavement, military leave, vacation, union leave, and jury duty, as described in this Agreement, shall not count against perfect attendance.

Sick leave will not count as hours worked for the purpose of calculating overtime. Sick leave will be calculated at the employee's regular rate of pay and will be based on eight (8) hours per day.

Sick days earned and not used in one year will be carried over for the next year's use only.

Employees must give one (1) hour's notice (unless hospitalized) prior to a scheduled shift in order to be eligible for sick leave pay.

**ARTICLE 23**  
**LICENSE AND FEE REIMBURSEMENT**

**Section 23.1 -- Licenses and Certification Fees.** Initial license and certification fees are paid by the Operator but shall be reimbursed after completion of probationary period.

**Section 23.2 -- Other Fees.** The Company shall pay the cost of Physical Exams, Drug Screens, CRC's, and MVR's. If an employee leaves employment prior to the end of probation, the costs of these fees will be deducted from the employee's final check. Following completion of the probationary period, the Company shall pay the cost of physical exams, drug screens, CRC's and MVR's. Employees shall be paid, at their hourly wages, for the actual time incurred during all Company requested certifications and exams. This is inclusive of travel to and from the garage facility.

**ARTICLE 24  
PERFECT ATTENDANCE**

**Section 24.1-Perfect Attendance Breakfast.** Any employee that works two (2) calendar months without an absence or tardy for any reason shall be given a free breakfast.

**ARTICLE 25  
401(k) PLAN**

**Section 25.1- 401(k) Plan.** All Operators shall be eligible for the Company 401(k) Plan during the term of the agreement so long as the Company provides such a plan for which Operators in general are eligible.

**ARTICLE 26  
BONUSES AND INCENTIVES**

**Section 26.1-Bonuses and Incentives.** From time to time, the Company, at its sole discretion, may offer Operators bonuses or incentives for driver recruitment or other reasons. Such bonuses and incentives shall not be subject to negotiation nor shall any part of the bonus or incentive be subject to grievance or arbitration procedures except for the consistency in handling these procedures.

**ARTICLE 27  
BEREAVEMENT LEAVE**

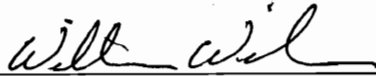
**Section 27.1-Bereavement Leave.** Employees covered by this Agreement shall, in the event of the death of the employee's current spouse, domestic partner, children of either spouse, parents of either spouse, shall be allowed four (4) consecutive workdays off with pay. In the event of the death of the employee's grandparents or grandchildren of either spouse, or natural brother or sister of either spouse, employees shall be allowed three (3) consecutive workdays off with pay. In either event, one of the days off must be the day of the funeral. This allowance shall be at the regular rate of pay for the number of hours the employee was scheduled to work up to a daily maximum of eight hours.

**ARTICLE 28 UNIFORMS**

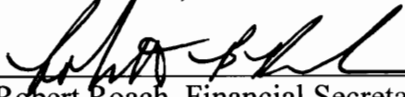
**Section 28.1-Uniforms.** All operators will be required to wear uniforms provided by the Company. No other clothing will be allowed once an employee has completed training. The Company will issue 5 shirts and 5 pants; clothing will be replaced as needed based on normal wear and tear. The Company will issue 2 hats to each operator per year.

IN WITNESS WHEREOF, the parties above-named have signed their names and affixed the signatures of their authorized representative on the 6<sup>th</sup> day of March, 2009.

AMALGAMATED TRANSIT UNION,  
LOCAL 1287



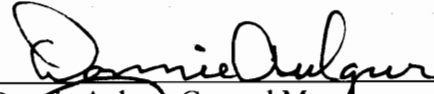
William Wilson, President



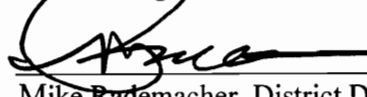
Robert Roach, Financial Secretary

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

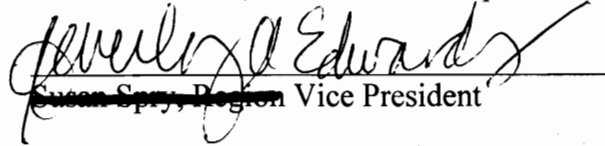
FIRST TRANSIT, INC



Donnie Augur, General Manager



Mike Rademacher, District Director Operations



~~Susan Spry, Region~~ Vice President