

LOCAL 1764, AMALGAMATED TRANSIT UNION

AND

**TRANSDEV SERVICES, INC.
(HUBBARD ROAD LOCATION)**

COLLECTIVE BARGAINING AGREEMENT

March 5, 2017 to June 30, 2019

**ARTICLE 1
RECOGNITION**

For the purpose of collective bargaining with respect to rates of pay, wages, hours and conditions of employment, Transdev Services, Inc. (Company) operator of paratransit services, recognizes the Amalgamated Transit Union, Local 1764 (Union) as the exclusive bargaining representative for all full-time and regular part-time bus operators, mechanics, dispatchers, maintenance clerks and gatekeepers employed by the Company at its Hubbard Road facility.

**ARTICLE 2
MANAGEMENT RIGHTS**

Section 2.1

Retention of Managerial Rights. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, rights and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

- a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- b) To determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, and layoff/recall 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. If the Company departs from the past practice with respect to subcontracting, it will engage in bargaining with the union as required by the NLRA.
- d) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to improve safety, increase efficiency, to hire, promote, assign, transfer, demote, discipline and discharge for just cause.

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

Section 2.2

Contractual Duties. Nothing in this Agreement shall be construed to prohibit the Company from fulfilling its contractual responsibilities to Client which include, but are not limited to the assignment, dispatching and management of trips, passengers and services for the Client.

ARTICLE 3 NON-DISCRIMINATION

Section 3.1

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

Section 3.2

Equal Opportunity. The Company and the Union each agree that they will not 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 deprive any individual of employment opportunities because of such individuals' race, color, religion, sex, sexual orientation, national origin, age, disability or any other status protected by law. Further, the Company agrees that it shall not discriminate on the basis of nepotism. 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 3.3

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.

ARTICLE 4 MANAGEMENT-UNION RELATIONS

Section 4.1

The Company agrees that it will meet in good faith with the duly elected representatives of the Union monthly in an attempt to resolve issues that may arise between the parties, subject to the limitations of Article 28, Complete Agreement and Waiver.

Section 4.2

The Union, the Company, and its employees agree that all employees will conform to the rules and regulations of the Company; that they will comply with the instructions and directions of the officials, managers, and supervisors over them; that they will operate their vehicles carefully and with the utmost regard at all times for the care of the equipment, the safety of themselves and of the passengers and the public in general; that they will at all times give the riding public courtesy and respectful consideration and treatment, and that they will protect the property of the Company and promote its interest.

Section 4.3

Employees of the Company and officials of the Union shall, in all matters pertaining to this Agreement, take into consideration that the transportation business is a public service, and that the safety and goodwill of the general public, including the patrons of the transportation service, are of primary importance. When the Company is made aware of a verbal or physical issue with an employee or customer or other person, the Company will alert the appropriate authorities per the Company's on board emergency procedure.

**ARTICLE 5
UNION SECURITY**

Section 5.1

All employees coming within the scope of this Agreement shall be required, as a condition of employment, to maintain his or her Union membership, to the extent by paying initiations fees and membership dues uniformly required of all Union members during the life of this Agreement, or by becoming a fair-share fee payor as provided by Jaw. Membership or dues payment shall commence on or after thirty-one (31) days from the date hired by the Company.

Section 5.2

An employee in the bargaining unit who fails to maintain membership or payment of initiation fees or dues shall be discharged by the Company upon receipt of written notice and demand from the Union. The affected employee shall have sixty (60) calendar days from the notification, to correct such default.

Section 5.3

The Company will promptly notify the Union in writing (including via email) of all new hires, transfers, promotions, and terminations monthly. A new seniority list shall also be provided monthly.

Section 5.4

It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such fees and dues so deducted to the office of the Union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction form voluntarily executed by the employee.

Section 5.5

The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind, which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

Section 5.6

The Company will make available to the designated Union Representative(s) an opportunity to meet with newly-hired employees for the purpose of introducing themselves and assist with the processing of Union membership forms. This introduction should be made at the completion of training prior to the new employee entering revenue service.

ARTICLE 6 ACCREDITED OFFICERS

Section 6.1

The accredited officers who shall conduct all business under the provisions of this Agreement shall be on the part of the Company those designated by the General Manager; and on the part of the Union, the President, Business Agent, and such additional representatives as may be selected by its laws.

Section 6.2

Representatives of the Union, including representatives of the International union, shall be permitted access to the Company's premises for the purpose of determining that the Agreement is being observed and for the adjustment of complaints and grievances with the Company. Union visitors must check in with the location's dispatch office prior to the site visit and may enter locations beyond the drivers' lounge only with specific permission of the Company. In no event may any visitor interfere with the business of the Company.

Section 6.3

A Union official, including representatives of the International Union, shall be permitted to attend all meetings between an employee(s) and any other Union representative and Company representatives.

Section 6.4

Union Stewards shall be granted reasonable time off, without pay, for the investigation or settlement of grievances, work rules, or disputes involving administration of this Agreement or necessary meetings with Company officials. The request for time off shall be submitted at least 24 hours in advance, whenever possible, with exceptions for urgent circumstances. Should the Company schedule meetings, these meetings/hearings will be with pay. Should the Company schedule meetings, Union Steward's attendance at such meetings/hearings shall be paid by the Company.

Section 6.5

The Company shall grant Union business Leave, upon advance written request, to any member of the Union who may be elected or appointed to any full-time union office. Upon retiring from said office the employee shall return to his or her place formerly held in the service of the Company with seniority rights continuing. The Company shall not be responsible for any pay or benefits to an employee on Union Business leave of Absence.

Section 6.6

The Company will permit reasonable unpaid time off to an employee to prepare for the employee's grievance or arbitration hearing, upon at least 24-hour advance written request to the Company.

Section 6.7

The Union agrees to notify the Company in writing of duly accredited representatives and committees representing the Union, promptly upon their election or appointment to such office.

Section 6.8

The Company agrees to notify the Union Representative in writing and the operators by placing a notice on Company bulletin boards, of the names of all supervisors and managers within 14 calendar days of their appointment to such position. This information shall be emailed to the Union President and also to the Union office.

**ARTICLE 7
NO STRIKES- NO LOCKOUTS**

Section 7.1

No Strikes. From the effective date of this agreement through its termination date, the Union nor its members, will directly or indirectly, cause, sanction or participate in any strike, work stoppage, slowdown or boycott against the Company. Instigation, promotion, sponsorship, engagement or even encouragement of a strike or slowdown, refusal to cross a picket line, work stoppage, refusal to perform assigned work or any other intentional interruption of service or production, regardless of the reason for doing so is in direct violation of this Agreement.

Section 7.2

No Lockouts. From the effective date of this Agreement through its termination date, there will be no lockouts by the Company.

**ARTICLE 8
PROBATIONARY PERIOD**

An employee shall be on probation for the first 90 (ninety) calendar days from the date the employee enters revenue service. The probationary period shall constitute a trial period during which the Company will determine the employee's ability, competency, fitness and other qualifications that the Company determines, in its sole judgment, is needed to do his or her required job. However, the Company has the right to discipline or discharge any probationary employee and such discipline or discharge will not be subject to the grievance and arbitration procedure.

**ARTICLE 9
DRUG AND ALCOHOL PROGRAM**

Section 9.1

Drug and Alcohol Policy. The Company has adopted a policy related to Drug and Alcohol testing. By reference, the policy is incorporated herein. The Company may make changes to this policy without renegotiation of this Contract to comply with Changes mandated by law.

The Union reserves the right to dispute the fairness of any part of the Company's policy or any unfair application of the policy. The Union maintains its right to grieve any unfair treatment that results from application of this policy.

ARTICLE 10 DISCIPLINE

Section 10.1

Disciplinary Procedures.

- a) All disciplinary processes will be performed by a General Manager or their designee. Union Representation will be made available upon request by the employee. An employee will be informed by the Company that they have a right to have union assistance whenever there is an interview which may lead to discipline. In the event an employee is called in for a disciplinary interview, he/she will be given a statement describing the nature of the charges.
- b) The respective General Manager, or his/her designee, to whom the individual is required to report, shall give a fair and impartial hearing to all employees. The hearing will include the basis of the charges being brought. This shall also include corrective interviews through the disciplinary process. Should discipline be imposed, immediately prior to the issuance of that discipline, management will furnish to the union all information available and that is permitted to share that was used in making the determination to issue discipline.
- c) All hearings which may result in a penalty shall be attended by the charged employee. A Union representative shall also attend the hearing if requested by the employee. The General Manager or their designee shall provide a written copy of any disciplinary action and the reasons therefore to the Union representative and the employee being levied. A copy shall also be mailed to the Union office. Excluding disciplinary action issued concerning safety violations which remain on record for twenty-four (24) months (Preventable accidents/Door-to-door violations), progressive disciplinary action issued will remain on record for a period of one (1) year.
- d) With the exception of charges involving theft, morals investigations, accident investigations and/or a violation of the Drug & Alcohol Policy, all discipline shall be initiated and levied within a ten (10) day period from the time the employer knew or by reasonable diligence should have known of the alleged occurrence otherwise it shall not be considered.
- e) All discipline involving theft, moral investigation, accident investigations and or violation of the Drug and Alcohol Policy must be initiated and levied within a twenty (20) day period from the time the employer knew or by reasonable diligence should have known of the alleged occurrence. An extension will be granted upon written notice to the President of the Union, otherwise the discipline shall not be considered.
- f) If the Company uses Drive-Cams to issue discipline, the employee and his union representative, if requested by the employee, shall be allowed to view the Drive-Cam prior to the "Investigatory Hearing" and prior to the levying of any discipline.

Section 10.2

Progressive Discipline. Any violation of posted and/or written Company rules, policies and/or procedures may result in disciplinary action. With the exception as listed under 'Serious Infractions' below, and the attendance policy, any posted and/or written Company rules, policies, and/or Procedures may result in the following disciplinary action.

First Violation:	Policy Review/documented verbal counseling
Second Violation:	First Written Warning Notice
Third Violation:	Second Written Warning Notice
Fourth Violation:	Suspension or May Result in Discharge from Company

Section 10.3

Work Rules. The Company has issued an Employee Handbook during Incumbent Refresher Training and in new hire classes.

Section 10.4

Serious Infractions. The following violations of Company policies and rules are considered serious infractions and may be just cause for immediate discharge of the employee, although the Company may impose a lesser penalty.

- a) Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another employee or passenger.
- b) Physical violence or fighting on Company premises or vehicles or any time while on duty. Self Defense, as supported by local authorities, would not be considered a violation of this section.
- c) Possession of firearms, weapons or explosives and similar devices on Company premises or vehicles or any time while on duty.
- d) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.
- e) Violation of a felony law while on duty or a misdemeanor (not traffic related) while on duty.
- f) Use of language or any other activity intended to create a hostile work environment or to offend or harass any other employee, customer or passengers based on that employee's, customer's or passenger's race, color, religion, sex, national origin, age, disability or sexual orientation.
- g) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or local law or regulation to operate the vehicles, providing that, in the event of a temporary loss of the required license or certification, the employee may be first entitled to

an unpaid leave of absence to correct said loss of a valid driver's license or other certificate required to operate the vehicles.

- h) Inappropriate physical contact not incidental to one's job duties or indecent exposure to a passenger or fellow employee.
- i) Failure to properly secure, with a four-point tie down, boarding belt and lap and shoulder restraints, any passengers in a wheelchair or other mobility assistance device. Boarding belt and lap and shoulder restraints may be refused by the passengers: if the passenger refuses these items, this must be noted on the manifest and called into dispatch.
- j) The pickup of any unauthorized passenger or the drop off of any Paratransit passenger, when such is required on the driver's manifest or when so instructed by the dispatcher, at any place without there being a physical handoff to a caregiver or other responsible adult at the destination.
- k) Knowingly falsifying of any documents including, but not limited to, employment applications, time records or any other document.
- l) Failure to report an accident immediately to the dispatcher or supervisor. Failure to report a known injury within 24 hours to the dispatcher or supervisor.

ARTICLE 11 GRIEVANCE AND ARBITRATION

Section 11.1

For the purpose of this Agreement, a grievance is defined as a dispute between the parties concerning the meaning, interpretation, application or alleged violation by the Company of the express terms of this Agreement.

Grievances meeting the above definition shall be processed in the following manner:

STEP ONE – grievances must be submitted in writing to the General Manager or designee, no later than ten (10) calendar days after the employee knew or should have known of the event, occurrence or nonoccurrence giving rise to the grievance. The grievance shall be in such detail as to identify the nature of the grievance, the date of the alleged grievances, and the provision or provisions of the Agreement violated by the Company. The General Manager or designee, shall schedule a meeting, if required by the Union, within ten (10) calendar days after receipt of the written grievance with the employee and the appropriate Union representative designated by the Union to handle the grievance. The General Manager or designee shall respond to the Union representative in writing as to his or her decision regarding the Grievance within ten (10) calendar days after receipt of the grievance by the

General Manager or designee, or in the case of a meeting, within ten (10) calendar days following the date of the meeting.

STEP TWO – in the event the grievance is not resolved to the satisfaction of the Union in STEP ONE, above, the Union may submit the grievance to the Regional Vice President, or designee, within ten (10) calendar days following the date of the Company's answer in STEP ONE. The Regional Vice President, or designee, and the Union representative shall hold a meeting, if requested by the Union within ten (10) calendar days of the date the Grievance is appealed to STEP TWO, to discuss the grievance. The Regional Vice President, or designee, shall respond to the Union in writing as to his or her decision regarding the Grievance within ten (10) calendar days after receipt of the grievance by the Regional Vice President, or designee, or in the case of a meeting, within ten (10) calendar days following the date of the meeting.

STEP THREE – In the event the grievance is not resolved in STEP TWO, prior to moving the grievance to arbitration, the parties may agree to seek non-binding mediation. After mediation, the Union may refer to the Grievance to arbitration by written notice to the General Manager within 30 (thirty) calendar days following the date of the Regional Vice President's or their designee response in STEP TWO.

Section 11.2

After a demand for arbitration has been made, within ten (10) calendar days the Union shall submit a request to the Federal Mediation and Conciliation Services (FMCS) for a list of seven (7) names of impartial Arbitrators in the region nearest to the Company's premises. The Company and the Union shall, within the (10) calendar days following receipt of the list of Arbitrators from FMCS, alternately strike names from the list until only one (1) name remains, with the order of striking to be determined by coin toss. The remaining Arbitrator shall act as the Impartial Arbitrator who shall hear and decide the issue. Either party may request one time a new list of arbitrators at their cost.

Section 11.3

It is understood that the Arbitrator shall be without authority or jurisdiction to add to, remove from, alter, or otherwise amend in any way any provision of this Agreement. The jurisdiction and authority of the Arbitrator shall be for the determination of such grievance, expressly limited to the interpretation, application and compliance with the provisions of this Agreement and supplements or appendices hereto, relating to the rates of pay, hours or other conditions of work, as set forth in the Agreement.

Section 11.4

The salary and all expenses of the Arbitrator, and the cost of the FMCS panel, shall be shared equally between the Company and the Union. Unless otherwise specifically agreed in advance, each party shall be responsible for cost it incurs and forth the expenses of presenting its case.

Section 11.5

The Arbitrator's decision shall be in writing and served on the Company and Union. The decision of the Arbitrator shall be final and binding upon the Company and the Union.

Section 11.6

It is the intent of the parties that the time limits provided for shall be strictly adhered to. Exceptions to the foregoing time limits shall be made only upon mutual written agreement of the parties. Failure to comply with the time limits herein shall result in forfeiture of the failing party's position without setting precedent. If a time limit expires on a Saturday, Sunday, or holiday, the final day shall be the next business day.

ARTICLE 12 GENERAL WORKING CONDITIONS

Section 12.1

The workweek shall begin at 12:01 a.m. on Sunday and shall end at Midnight Saturday. Employees shall be paid every two (2) weeks, with payday on alternate Friday.

Section 12.2

Employees are required to perform various pre-trip duties prior to departure from the facility when their trip starts from the garage. The Company will pay twelve (12) minutes for performing the required pre-trip duties. When performing a relief, the Operators will perform a safety walk around inspection when taking over the vehicle, and then a vehicle inspection at subsequent layover points with time required to be included in the schedule.

Section 12.3

An Operator who returns to the facility late due to verified mechanical failure, accidents, weather conditions, traffic delays, heavy passenger loads, or as directed by the Company, will be paid for all such time, upon reporting the late arrival to the dispatcher.

Section 12.4

Each Operator will be paid actual time for each properly completed accident report.

Section 12.5

An employee's paid time begins when he/she clocks in, or when he/she is instructed to report to work based on their schedule or assignment for that day. An employee's paid time ends when he/she clocks out or when he/she performs their last trip and returns to the yard including travel time and post trip duties, provided no unauthorized stops have been made. An employee shall be permitted up to 12 minutes for pre-trip and up to 5 minutes for post-trip duties.

Section 12.6

Work schedule; there shall be a schedule of hours and days off posted at least twice a year for all mechanics, utility, gatekeepers, dispatchers and maintenance clerks to select based upon seniority.

Section 12.7

Employees must provide Company with current phone number, street address, and email address if employee has a personal email address.

Section 12.8

In the event the Company is not in service due to route curtailment or closure, weather, act of terrorism, power outage or any other emergency, employees notified prior to reporting for work shall not receive pay for that day. However, employees shall have the option of using paid leave for that day.

Section 12.9

All full-time drivers are guaranteed 36 hours per week, provided they are available for any a.m. shift if they are scheduled on an a.m. shift that week, or for any p.m. shift if they are scheduled on a p.m. shift that week, during a six (6) day period for shifts at or under ten (10) hours and a five (5) day period for shifts over ten (10) hours. However, there shall be no daily guarantee of shift or number of hours worked and paid.

Section 12.10

Standby work shall be assigned first to on-duty Standby operators. Any additional Standby work shall be assigned in seniority order to operators whose routes were cut or trimmed enough to qualify for guarantee.

Section 12.11

The Company will maintain a book for operators to sign up for overtime work. If there is additional Standby work, the Company will assign the work from the overtime book in seniority order: the senior operator on the overtime list will be offered his/her choice of available work, and so on. The Company will make one attempt at contacting the operator via telephone (or Ranger or radio if on Transdev duty). If the operator does not answer, the Company will leave a message, wait 5 minutes, and then move on to the next operator on the list.

Section 12.12

In the event that Transdev has 10 (ten) or more vacancies on the posted bid schedule, those routes will be filled with individuals not hitting the guaranteed 36 hours or on the overtime sign-up sheet prior to filling with regular scheduled standby shifts.

**ARTICLE 13
WAGES, OVERTIME, BONUS AND PREMIUM PAY**

Driver Rates of Pay

Effective March 5, 2017

Driver Wages			
	3/5/2017	1/1/2018	1/1/2019
Training	TBD	TBD	TBD
Starting	\$16.00	\$16.00	\$16.00
After 1 year	\$16.25	\$16.25	\$16.75
After 2 years	\$16.50	\$16.50	\$17.50
After 3 years	\$17.00	\$17.00	\$18.25
After 4 years	\$17.50	\$17.50	\$19.00
After 5 years	\$18.00	\$18.00	\$19.75
After 6 years	\$18.25	\$18.25	\$20.50
After 7 years	\$20.00	\$20.30	\$21.50

On June 30, 2018, or the last day of service if the revenue contract is terminated prior to that, all drivers after 8 years of service will receive \$22.00 per hour.

Mechanics, Utility, & Dispatcher Rates of Pay

Current Mechanics

A Tech - 3% each year for the term of the contract (starting 3/5/2017)

B Tech - Year 2 (1/1/18) – 3% increase

C Tech- Year 2 (1/1/18) – 3% increase

Mechanic Starting Wage Rates

A Tech - \$25.35

B Tech - \$20.86

C Tech - \$16.15

All mechanics are required to pass the EPA 609 AC Recovery Certification. The following requirements are necessary to be qualified for each tier of mechanic:

C Tech – Must successfully complete the A-5 ASE certification (auto brakes).

B Tech – Must successfully complete the A-5 ASE certification (auto brakes) plus one additional ASE certification in the automotive field.

A Tech – Must successfully complete the A-5 ASE certification (auto brakes), the A-7 certification (air conditioning), and one additional ASE certification in the automotive field.

If any of the certifications are not renewed within 30 days of the expiration, the mechanic will be paid according to their actual certification status.

Utility

\$13.85 – (3/5/17)-3%, (1/1/18)-3%, (1/1/19)-3%

\$14.37 – (3/5/17)-3%, (1/1/18)-3%, (1/1/19)-3%

Dispatchers

(3/5/17)- 3%

(1/1/18)- 3%

(1/1/19)- 3%

Overtime

Time and one half shall be paid for all hours actually worked in excess of 40 per week.

On June 30, 2018 or the final day of the base term of the contract, whichever is earlier, the following overtime rules will apply. All employees shall be paid time and one half for all hours actually worked in excess of 40 per week. In a work week where a holiday falls, overtime shall be paid at 1 ½ times an employee's regular rate of pay after thirty-two (32) hours of work.

Upon ratification, 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. The Company has the right to adjust the drivers training rate, but at no time shall the training rate exceed the driver starting rate. Any errors in pay resulting in a shortage of at least \$25.00 will be corrected immediately. If the shortage is less than \$25.00, the correction will be made on the next payroll cycle.

ARTICLE 14 401K DEDUCTIONS

Employees may contribute to the Amalgamated Transit Union 401K plan and the Company will match 10% of the first 6% of employee contributions.

**ARTICLE 15
INSURANCE**

The below table reflects the monthly amount which the Company and the employee pays towards the premium. **It reflects a change for the BCBS IL HDHP Union (UWA) plan, reducing the employee’s monthly contribution for single coverage to \$90.00.** Future premium increases if any in the BCBS IL HDHP Union (UWA) plan will be shared between the employee and Transdev in the same percentage shown in the below table. The Company will pay \$250 a month towards the premium of the BCBS IL HCA 656 plan. There will be no reduction in the rate of pay of any employee who chooses to participate in a Company-sponsored plan.

BCBS IL HDHP Union	Total Cost	EE Cost	Transdev Cost
Employee Only	\$449.73	\$90.00	\$359.73
Employee + Spouse	\$899.47	\$446.32	\$453.15
Employee + Child(ren)	\$825.22	\$342.48	\$482.74
Family	\$1,333.62	\$661.74	\$671.88

BCBS IL HCA 656	Total Cost	EE Cost	Transdev Cost
Employee Only	\$598.21	\$348.21	\$250.00
Employee + Spouse	\$1,196.43	\$946.43	\$250.00
Employee + Child(ren)	\$1,097.70	\$847.70	\$250.00
Family	\$1,773.93	\$1,523.93	\$250.00

Life Insurance

A \$10,000 life insurance benefit will be provided to all full-time employees.

**ARTICLE 16
SENIORITY**

Section 16.1

Seniority shall be established as of the date the employee enters revenue service. When more than one employee enters revenue service on the same date, seniority order will be established by drawing numbers. The employee with the highest number shall be listed first.

Section 16.2

If it becomes necessary to reduce the workforce, the bus operator with the least Company seniority will be laid off first. When the work force is increased, employees are to be returned to work in the reverse order in which they were laid off by classification.

Section 16.3

An employee who has been placed on layoff shall be given notice of recall via certified mail by the Company to the employee's last address on file with the company. The employee must respond to such notice within seven (7) days after receipt of notice, and return to work as directed in the notice. In the event an employee fails to comply within the preceding times, the employee shall lose all seniority rights under this Agreement and be considered to have voluntarily quit. After eighteen months (18) of being placed on layoff and an employee has not been recalled, the employee will be removed from employment.

Section 16.4

An operator who bids a schedule of 35 hours or more per week shall be considered a full-time employee. An operator who bids a schedule of less than 35 hours per week shall be considered a part time employee. An operator who is unsuccessful in bidding a schedule of 35 hours per week due to their seniority, however works 35 or more hours in a workweek, each week for six consecutive pay periods, will have their classification changed to regular full-time.

Section 16.5

An employee may be allowed an unpaid leave of up to a maximum of 120 days. Personal leaves are granted at the discretion of the company and are not subject to the grievance procedure. Routes will not be held while an employee is on leave in excess of two (2) weeks. The run will be considered a hold down after two (2) weeks and may be selected by the most senior driver junior to the driver that's on the leave of absence. Drivers do not accumulate seniority while on personal leave but are responsible for all payments, including Company's contribution to their Health Care. The Company will make every effort to assign the returning driver to hours comparable to those in which the driver worked prior to the leave of absence.

Section 16.6

When an employee transfers from one department to another or to management they will retain their seniority for forty-five days.

Section 16.7

The Company will provide the Union with an updated seniority roster with full contact information (address, telephone number, and email address) monthly. The seniority list will include a column that designates the employee's union deduction status. Each month the Company will provide to the Union a status change list that includes all additions to and deletions from the bargaining unit.

ARTICLE 17 SHIFT BIDDING AND BREAKS

17.1 Bids.

- a) The Company shall conduct general bids at least three (3) times each year, within thirty (30) days of January 1, May 1 and September 1. The Company will provide the Union with the bid information prior to posting. The general bid shall be posted at least seven (7) calendar days prior to bidding, when possible. Posted runs shall show the start and end times of the run, and pay time. The MOU of November 1, 2016, attached as MOU #2 to this agreement, will be incorporated.
- b) The bid process begins with the most senior driver bidding first and the second most senior next and so on down the seniority roster until all drivers have bid or all jobs have been bid. The union representative will make an effort to contact the driver prior to making a decision, when the driver has missed their bid time. In such case, when possible the representative will select the run closest to what the driver previously worked. Any open run that wasn't chosen during the run bid will be picked by the drivers after completing training based upon their seniority. The Company may need to change the driver's route due to the needs of the business.
- c) All open work should be posted on the bulletin board so drivers can bid on the work for the following week.
- d) Once a driver has been assigned a bid run they cannot be changed from their bid run unless the needs of the business requires a change. If a driver reports to work for their assigned run on time and the run is gone, the driver will be reassigned to another run if available, or assigned to standby.
- e) Employees absent due to illness or injury will be permitted to bid if the bus operator has a release from a physician to return to unrestricted duty no later than the date the new bid becomes effective. The Company retains the right to send any employee to a doctor of its choice to determine fitness for duty.
- f) The Company will make every effort not to extend the driver's manifest beyond their capabilities. There may be extenuating circumstances that could result in the driver returning to the garage after the scheduled end time. However, a driver will not be disciplined for his/her inability to work 30 minutes beyond their bid run end time.

17.2 Breaks.

The Company will schedule a floating unpaid lunch break as follows:

- Shifts of 6 hours to 10 (ten) hours- minimum 30 minutes
- Shifts of more than 10 (ten) hours- minimum 60 minutes
- If a driver does not take a meal break, the time will not be deducted from his hours. A manager must verify the driver's claim of not taking a meal break.
- All posted runs will show scheduled meal breaks or scheduled time will be assigned to the run by dispatch.
- All clerks, dispatchers, gatekeepers and maintenance employees shall receive not less than ten (10) minutes for every four-hour segment of work performed without deduction from the employee's pay.

ARTICLE 18 BULLETIN BOARD AND BREAK ROOM

The Company shall provide the Union with a bulletin board in the Operators' Room exclusively for its own use. All material posted on the Union bulletin board shall be limited to the official business of the Union in its role as the exclusive bargaining agent of this bargaining unit, and shall be approved and initialed by the authorized Executive Board Member prior to being posted. Management will not remove or alter posted notices on the Union's bulletin board. It is understood that no offensive or derogatory material shall be placed on such bulletin board.

The Company shall provide a driver's and mechanic's break room.

ARTICLE 19 VACATIONS/PAID TIME OFF

Section 19.1

Full-time employees shall receive vacation/paid time off (PTO) with pay each year based on the operator's applicable hourly rate at the time the vacation is taken as follows:

Full-time employees earn their vacation/PTO entitlement on their date of hire anniversary. Employees do not accrue vacation/PTO prior to reaching their anniversary date. Upon reaching their anniversary date they receive their vacation/PTO.

1 yr Anniversary	40 hours (employee gets no vacation/PTO pay if they leave prior to 1 yr)
2 yr Anniversary	40 hours
3 yr Anniversary	80 hours
4 yr Anniversary	80 hours

5 yr Anniversary	80 hours
6 yr Anniversary	80 hours
7 yr Anniversary	80 hours
9 yr Anniversary	80 hours
10 yr Anniversary	160 hours

After January 1, 2018, the following vacation scale below shall apply with the condition that all increases from the previous vacation earnings scale are earned, awarded, and payable on July 1, 2018 or the day after the base term of the revenue contract expires with Transdev, whichever is sooner. Full-time employees earn their vacation/PTO entitlement on their date of hire anniversary. Employees do not accrue vacation/PTO prior to reaching their anniversary date. Upon reaching their anniversary date they receive their vacation/PTO.

All employees shall be awarded annual vacations as follows:

After 6 months:	40 hours
After 1 year:	80 hours
After 5 years:	120 hours
After 8 years:	160 hours

Section 19.2

If a holiday occurs on an employee's chosen vacation/PTO day, the holiday will be paid according to the Holiday provisions of the Agreement, and the vacation/PTO day will be taken at another time.

Section 19.3

The vacation/PTO schedule for the first year and all consecutive years shall be posted by February 1, and offered for bid by February 7, with bidding completed by February 28. Each operator will be allowed one bid in seniority order, during which time the operator may bid part or all of his or her vacation. Vacation must be bid in full week increments and must start on Sunday and end on Saturday, including scheduled days off, and all vacation must be bid at the annual bid. Vacation may not be carried over to the next year. If an operator fails to bid as scheduled, the operator will have temporarily forfeited his or her privilege but shall be permitted to bid immediately upon request but may not be permitted to bid any period already signed for.

Section 19.4

Employees may choose not to bid 40 hours or up to half of their 80 or 160 hours of their earned vacation/PTO days and instead keep those days in their PTO bank for use as personal or sick days.

All employees will be allowed to use their PTO days however they wish with at least 12 (twelve) hours advance notice, except in the case of an illness, in which case the employee will submit his/her sick leave pay claim upon return to active duty. Employees who use PTO for any reason will not be assessed attendance points.

ARTICLE 20 HOLIDAYS

Section 20.1

Full-time operators who have completed six months of service will be eligible for the following holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

Section 20.2

An employee who works on a paid holiday shall be paid holiday pay in addition to his or her regular hours of work. An employee not scheduled to work on the holiday shall be paid holiday pay. Holiday pay shall be based on the employee's regular workday, at either eight (8), ten (10) or twelve (12) hours depending on whether the employee's selected work schedule. If an employee is regularly scheduled on a four day, then hour shift, holiday premium pay shall be based on the following:

1. If the employee is scheduled to work on the holiday, they will receive 8 (eight) hour holiday pay in addition to their regular pay.
2. If the holiday occurs on the employee's regularly-scheduled day off, the employee will receive eight (8) hours holiday premium pay.
3. If the employee would otherwise be scheduled to work on the holiday, but service is not operated or the employee is forced off, the employee will receive eight (8) hours of holiday pay.

Section 20.3

To be entitled to holiday pay, an employee must complete his or her work on the employee's last scheduled workday before the holiday, and his or her first scheduled workday after the holiday, and the holiday if scheduled to work unless excused in advance by the Company on one of those days.

On June 30, 2018, or, the day before the revenue contract expires, whichever is sooner, the union will receive the following holidays, which adds the employee birthday.

Employees shall receive the following paid holidays effective June 30, 2018:

New Year's Day
Martin Luther King Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day
*Employee Birthday

Employees must work the last scheduled shift before the holiday and the first scheduled work shift after the holiday to receive holiday pay. Holiday pay shall be paid at straight time, and shall be counted as hours worked for the purpose of computing overtime (see overtime language). In the event that an employee works on the holiday he shall receive his holiday pay plus time and one half for all hours worked. Part-time employees shall receive pro-rated holiday pay (4 hours per holiday)

Holidays will be paid on the actual day of the holiday. If one of the holidays listed observed on another date and the business is closed, operators will receive pay for the holiday but no pay on the observed date.

Employees hired after ratification will have a ninety (90) day period to be eligible for holiday pay.

*Employee Birthday: Employees will be eligible to schedule their birthday off from work or to use as personal time off at a later time. Such a day off will be paid at straight time and shall not count as hours worked for the purpose of calculating overtime. Part-time employees shall receive pro-rated holiday pay.

ARTICLE 21 JURY DUTY AND COURT LEAVE

Section 21.1

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.

Section 21.2

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 five (5) 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 for more

than ten (10) calendar days per year, on an employee's regular day off, or during any other leave of absence.

**ARTICLE 22
SICK PAY**

Effective June 30, 2018, or the last day of service if the revenue contract is terminated earlier than June 30, 2018, all full-time employees with at least one year of service will receive 2 (two) days paid sick leave on their anniversary date to be used within the twelve months of their anniversary date. Sick days are to be used for the employee's illness or injury during the anniversary year only and cannot be carried over or cashed out.

**ARTICLE 23
UNIFORMS AND TOOLS**

Section 23.1

Each bus operator who has successfully completed probation will be provided with three (3) pairs of uniform trousers, three (3) uniform shirts, one (1) coat, one (1) hat and replacement items as needed.

Section 23.2

Maintenance employees will be provided with all uniform items and an annual \$100 credit toward the purchase of steel or composite work shoes.

Section 23.3

An annual \$250.00 tool allowance will be provided to each mechanic.

Section 23.4

When an operator leaves the employment of the Company, the operator must return uniform items, and all other Company-provided materials within 14 (fourteen) calendar days, and may be charged the value of items not returned.

**ARTICLE 24
FUNERAL LEAVE**

Employees shall receive three (3) days of paid bereavement leave in the event of a death in their immediate family (parent, step-parent, spouse or significant other, sibling, child, stepchild, grandparent). Parent-in-law and sibling-in-law shall be one day's pay. An obituary, with the

employee named as a surviving member, will be required. If the employee is not named, a funeral director's note will be required to receive pay.

**ARTICLE 25
FAMILY MEDICAL LEAVE ACT**

The Company will comply with the provisions of the Family Medical Leave Act (FMLA), and such leave will run concurrently with any other leave that qualifies for FMLA. Operators will be required to use all paid leave available on any leave that qualifies for FMLA.

**ARTICLE 26
SAVINGS CLAUSE**

Should any part or portion of this Agreement as herein contained be rendered or declared illegal, legally invalid or unenforceable by reason or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by decision of any authorized government agency, such invalidation of such part or portion shall not invalidate the remaining parts or portions thereof. In the event of such occurrences, the parties agree to meet immediately and, if possible, negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect.

**ARTICLE 27
COMPLETE AGREEMENT AND WAIVER**

Section 27.1

The terms set forth in this Agreement constitute the complete and entire agreement between the Company and the Union. 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 not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the 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 referred to or covered in this Agreement, or to any subject matter which the parties could have known of by reasonable diligence.

Section 27.2

No provisions or terms of this Agreement may be amended, modified, changed, altered or waived except by written document executed by the Company and the Union.

ARTICLE 28
TERM OF AGREEMENT

This Agreement shall be binding upon the parties hereto, and shall be effective March 5, 2017 and shall remain in until midnight, June 30, 2019. Throughout the Agreement period, the parties may change, amend or supplement it by mutual agreement which is reduced to writing.

Sesil Rubain
Trustee, Local 1764
Amalgamated Transit Union

Conrad Marshall
Project Manager, Hubbard Road Location
Transdev Services, Inc.

Date: _____

Date: _____

Memorandum of Understanding #1

The parties agree to use final and binding mediation to resolve any grievances timely filed before the ratification date of the collective bargaining agreement, with the understanding and agreement by the parties that: (1) an FMCS employed mediator be used (rather than a private for pay mediator on an FMCS list of mediators); (2) the mediator issue a bench decision to the parties on the day of the mediation; (3) the decision shall not be appealable to arbitration or any other legal recourse; and (4) the parties will use their local personnel (stewards, local union representatives and local management) for any grievances which are mediated.

Memorandum of Understanding #2

The following terms are agreed on by the parties to assign the remaining routes which were not assigned or that were vacated due to termination, resignation, promotion or other during and/or after the October 2016 Run Bid Pick; to be assigned in the following manner:

1. Effective on the signing of this agreement, management shall post in the driver's lounge lobby the picks which are available for bidding. Hubbard 1 operators shall be allowed to bid on those routes for a period of no less than 7 days, which shall be awarded based on seniority. These new pick assignments will be the awardee's permanent assignment until the next Run Bid Pick.
2. Any route assignments which are vacated due to the pick procedures outlined in Section 1., will also be posted as available run bid picks utilizing the same procedure from Section 1. to fill them. Any operator who was awarded an assignment as outlined in Section 1., is not eligible to bid on newly opened routes in Section 2. These new pick assignments will be the awardee's permanent assignment until the next Run Bid Pick
3. After these processes are complete, all new runs that are vacated due to termination, resignation, promotion or other will be assigned by management to extra board operators and/or new graduates coming into revenue service until the next Run Bid Pick.
4. The parties mutually agree to utilize the above procedures to assign operators to open routes that are generated following all future Run Bid Picks until new procedures are mutually agreed upon by both parties.

Sesil Rubain
Trustee, Local 1764
Amalgamated Transit Union

Conrad Marshall
Project Manager, Hubbard Road Location
Transdev Services, Inc.

Date: _____

Date: _____