

# LABOR AGREEMENT

BETWEEN

Durham City Transit Company



AMALGAMATED TRANSIT UNION

LOCAL 1493

July 1, 2019 – June 30, 2022



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## AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of November 2019, by and between Durham City Transit Company, Durham, North Carolina, its successors and assigns, hereinafter for the sake of convenience called the "Company" and the AMALGAMATED TRANSIT UNION, LOCAL UNION NO. 1493, or any other ATU local, hereinafter for the sake of convenience called the "Union."

WITNESSETH: That in the operation of motor buses in and about Durham, North Carolina, by the Company, said parties to this Agreement hereto in consideration of the mutual covenants and agreements herein contained, contract with each other as follows, to-wit:

### PART 1- GENERAL PROVISIONS

#### Section 1. RECOGNITION

The Company recognized the Union as the duly designated and exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for all Transportation Division and Maintenance Division employees, excluding office clerical employees, dispatchers and supervisors as defined in the Labor Management Relations Act of 1947, as amended.

#### Section 2. MANAGEMENT

- A. Except as otherwise specifically limited by the Agreement, the Company retains rights to fully control any matters concerning the management and conduct of its business. The exercise of any such rights or functions shall not be subject to the grievance provisions of this Agreement unless in violation of a specific provision of this Agreement. Without limiting the generality of the foregoing, such right and functions specifically include:
- (1) The hiring, direction, supervision, discipline and discharge for just cause of employees;
  - (2) The planning, direction, control, scheduling, modification, and elimination of any or all operations, and specifically including but not limited to the establishment, modification or elimination of routes and schedules and in general the determination of the nature and extent of service to be provided;
  - (3) The determination of the layout, equipment, vehicles, structures and other materials of the business;
  - (4) The procedures, policies, techniques, methods and means of operating the Company's business;
  - (5) The determination of the number and time of shifts and establishment, abolishment or change of jobs and positions.
  - (6) The determination of the size of the workforce, the allocation and assignment of work, including overtime, to employees, the determination of policies affecting the selection of employees and/or applicants for employment, promotion or transfer, and;
  - (7) The establishment of standards of customer service, quality of work and other measures of employee productivity, including improvement, change or elimination of methods, materials, equipment or facilities.
- B. Furthermore, the Company may implement and enforce reasonable rules and regulations or may modify or eliminate such rules or regulations at any time so long as such rules or regulations are not in conflict with any specific provision of this Agreement.

Upon implementation of any new rules or modification of existing rules, the Company shall give written notice to the Union and employees.

The foregoing statement of Management Rights shall not be deemed to exclude other management rights not specifically stated, including those rights provided by law.

- C. The Company's failure to exercise any functions or rights hereby reserved to it, or its exercise of any function or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

- D. All work rules shall be furnished to the Union and posted fourteen (14) calendar days before becoming effective. Unless a work rule has to be implemented immediately for safety purposes. The company agrees to furnish each employee in the bargaining unit with a copy of its current and existing work rules within seven (7) calendar days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

### **Section 3. PERFORMANCE AND CONDUCT**

- A. The Union will direct its members to, and bargaining unit members will, abide by all reasonable rules, orders and regulations issued by the Company not contrary to or in conflict with this Agreement. Further, the Union will direct its members to, and bargaining unit members will, perform their duties in a professional manner at all times to provide for the safety of the passengers, the public and fellow employees, endeavor to protect the property of the Company, give the public courteous and respectful treatment at all times, and give the Company full cooperation so that the transportation system may grow and its efficiency, volume, scope and revenue increase.
- B. The Company will cooperate with the Union and all bargaining unit members to promote good collective bargaining relations for the mutual benefit of the Company and the employees.

### **Section 4. PROBATIONARY PERIOD**

Each new employee will be given a probationary period of three (3) months of probation, including training in which to demonstrate his/her ability to carry out the duties of an assigned position, and, unless notified to the contrary within the three (3) months from date of hire it will be understood that the employment has been approved. The Company may extend the probationary period on a case-by-case basis up to thirty (30) days. The Company will notify the Union of any such extension prior to the expiration of the initial probationary period, with an explanation of why the extension is needed. The extension shall be made by mutual agreement between both parties.

### **Section 5. MEDICAL EXAMINATION**

- A. All medical examinations required as condition of continued employment shall be made by a physician selected by the Company and paid for in full by the Company.
- B. If any employee is dissatisfied with the examination as reported by the Company's physician, the employee shall have the right to employ another physician at the employee's expense. If the two physicians are unable to agree, they shall call in a third disinterested physician, as mutually agreed upon by both the Union and the Company and all parties involved shall be governed by the decision of the physician called in. The expenses of the third physician shall be split equally between the company and the employee, subject to the employee paying the physician his/her half of the cost directly to the physician at the time of the examination.
- C. The Company will notify employees required to have a Commercial Driver's License that the employee's Department of Transportation (DOT) physical is due at least 30 days prior to the expiration of the employee's DOT card. It shall be the responsibility of the employee to schedule and take his or her physical in a timely manner. Every attempt shall be made to schedule appointments around their respective work schedule. The Company will pay each employee two (2) hours for taking the physical and such time will be considered time worked.
- D. Employees who fail to renew their DOT physicals shall be removed from duty without pay until such time as they obtain/pass their DOT Physical as outlined in paragraphs A-C above and said DOT card is presented to the company. Employees under this section shall be return to duty their next scheduled work day.

### **Section 6. UNION ACTIVITIES**

- A. It is permissible for a local designated Union employee to collect Union dues from members on Company premises before working time, during unpaid lunch period, or after working hours. Such employee must be

designated in writing to the company, prior to any such activities taking place.

- B. The Company agrees to make monthly payroll deductions from the wages of all employees who have so authorized the Company, in writing, for membership dues, initiation fees and assessments, or the fee equivalent, in such amounts as are now or hereafter established by the Union. It is understood that Union membership is not a condition of the written authorization for payroll deduction and that this authorization may only be revoked as specifically provided by its terms. The names of employees for which deductions shall be made, and the amount to be deducted, shall be forwarded to the Company on forms provided by the Union. The Company agrees to deduct such amounts as indicated on the form and to complete the form indicating if the proper amount was not deducted and the reason therefore.

The Company shall forward all monies deducted, with a printout designating the amount deducted from each employee, along with the completed deduction form provided by the Union, to the Local Union Financial Secretary-Treasurer no later than fourteen (14) calendar days following the last day of the pay period in which deductions were made.

- C. The Union shall defend, indemnify, and save the Company harmless against any and all claims, demands, grievances or other forms of liability (including attorney fees and court costs) that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article in reliance on any list, notice or authorization provided by the Union hereunder. Accordingly, the payment of such deducted dues by the Company to the Union shall relieve the Company of any and all responsibility and obligation to the Union and to the employees for the monies collected and paid.

This provision shall be construed and applied in conformity with the Labor Management Relations Act of 1947, as amended.

#### **Section 7. BULLETIN BOARD**

The Union will be allocated space on designated Company bulletin boards where notices pertaining to meetings, social events, and other legitimate Union business may be posted. Posting shall not be of an offensive nature, and shall not contradict company policies.

#### **Section 8. SENIORITY AND SERVICE**

A seniority list shall be furnished the Union President or designee prior to each mark up. Such list shall reflect the seniority and service duties of each employee covered by this Agreement. "Seniority" shall mean length of employment in each classification. "Service" shall mean length of continuous employment with the Company and its predecessor. Service shall govern where seniority is equal.

#### **Section 9. FULL-TIME EMPLOYEE BENEFITS**

- A. There shall be an established Defined Retirement Plan which shall be jointly administered by the Company and the Union which shall provide a benefit on the same basis as the Duke Power pension plan (as was in effect on January 19, 1991). Participation in the plan shall be mandatory for full time employees. The plan shall be established by and funded entirely by the Company. Employees hired after January 19, 1991 shall become eligible to participate in the plan after completion of the Probationary period.
- B. The medical and dental coverage as agreed to by the parties and implemented, including an Employee Assistance Program, shall be continued for full-time employees with the Company contributing 58% in year 1 of this agreement, 63% in year 2, and 68% in year 3 of the required monthly premium for employee/dependent coverage, employee/spouse coverage, and employee/family coverage as elected by the employee. As of July 1, 2015, employee's electing employee only coverage will pay \$20 biweekly of the required monthly premium for employee only coverage
  - a. Employees shall be eligible to participate, and in effect on August 1, 1991, including the Company shall

deduct the required employee monthly premiums, in the medical, dental, Employee Assistance Program, life insurance, long-term disability, and all other group insurance benefits, including individual insurance coverage, including but not limited to, cancer, life, or other supplemental coverage (as mutually agreed upon in writing by the Union and Company), upon completion of the employee's Probationary Period. Deductions for employee required monthly premiums shall be divided as equally as possible between the first two (2) pay periods of each month.

- C. Those employees who are eligible and who do not take medical/dental coverage during open enrollment will receive an annual bonus of \$500 after sign up for such coverage is complete. Should such employees subsequently opt for coverage during the year due to a "change of circumstances" they would be required to return a pro-rated shared of their bonus (I.E. six months of coverage =\$250).
- D. Employees must take Medicare and/or Tricare if they are eligible.
- E. Employees hired before January 19, 1991, shall be provided life insurance in the amount of two times the employee's base salary, to the next \$1,000. Such employees shall contribute \$.20 per \$1,000 per month toward the cost of this coverage and the Company will pay the balance.
- F. Full time Employees hired on or after January 19, 1991, who have completed the Probationary period, shall be provided life insurance in the amount of \$20,000. The Company shall pay 100% of the cost of this coverage.
- G. Accidental death and dismemberment benefits shall be provided in equivalent amounts as defined in subsection E and F above.
- H. Employees after 6 months of consecutive employment shall be eligible to participate in a 401K plan. Employees covered under this CBA shall be eligible to participate in the 401(k) Plan subject to the terms and conditions of the Plan. The Company shall match 25% of the Employees first 3% of contributions to the Plan.
- I. Long Service Recognition Day: Employees with service equal to or greater than 12 years' service shall be entitled to an additional day off with pay beginning on their 12<sup>th</sup> anniversary and each anniversary thereafter, in recognition for their long service.

#### **Section 10. SICKNESS ALLOWANCE**

- A. Usage: All regular full-time hourly employees who may be unable to perform their work on account of bona fide personal illness will be granted a sickness allowance with sick pay for the time they would have regularly worked in accordance with the following rules.
  - 1) Sick leave pay shall begin with the first day of absence. For each sickness allowance period the Company, as a condition of such allowance, may require employees to furnish a certificate from a doctor designated by the Company and other evidence of disability to the Company.
  - 2) An employee who completes three months (6 biweekly pay periods) of continuous full-time service shall be entitled to sickness allowance of eight (8) hours, and said sickness allowance shall thereafter accumulate at the rate of four (4) hours for each additional pay period except for the third pay period in a three pay period month with continuous service up to the maximum not to exceed 80 hours in the first year of employment and 96 hours each 12 month period thereafter.
  - 3) In order to accrue sick leave benefits as provided in this Section, an employee must have worked not less than 75% of the employee's regularly scheduled work hours during the biweekly period. For this provision, time off due to Union business, vacation, jury duty, funeral leave and paid holidays, shall be considered as hours worked.
  - 4) Employees entitled to sickness allowance shall have the right to accumulate sickness allowance up to a maximum of 636 hours, except those that employees with twenty-five (25) years of service shall have the right to accumulate sickness allowance up to a maximum of 756 hours. Employees with thirty or more

years of service shall have the right to accumulate up to a maximum of 900 hours.

- B. Deductions will be made from the accumulated sickness allowance privilege of each employee for each sickness period, not to exceed forty (40) hours per week pay at straight time rates. Thereafter, sickness allowance will be allowed to re-accumulate at the rate of four (4) hours for each subsequent bi-weekly pay period of continuous service up to the maximum as set forth in paragraph C.
- 1) An employee may file claim for sickness allowance not later than the end of each payroll period in which an absence due to illness occurs. If the employee can provide medical verification of an inability to file a claim and he/she notifies a supervisor, assistance will be given in proper preparation of the claim.
    - a. An employee who leaves his/her job due to sickness after starting work at his/her regularly scheduled starting hours, shall be entitled to pay for the hours worked. The remainder of the day will count as the first day of absence.
    - b. Employees desiring to use sick leave for any doctor's appointments including routine physical examinations, dental appointments, or eye examinations, must notify their supervisor at least forty-eight (48) hours prior to the beginning of the work schedule. Each such absence must be certified as bona fide by a licensed practitioner and will be limited to such time as is necessary for such appointments not to exceed 24 hours per calendar year. The first four (4) absences will not count as an occurrence toward the attendance/absentee policy.
    - c. Any employee found guilty of abusing the sickness allowance privilege herein provided for shall be subject to discipline by the Company.
    - d. Employees entitled to sickness allowance who do not claim sickness allowance in excess of 24 hours in a calendar year period shall have the right to accumulate sickness allowance in excess of the maximum amount in paragraph C of this section, subject to the following conditions:
      - i. Such additional sickness allowance shall be paid at the rate of 75% of the employee's regular straight time rate.
      - ii. Employees who have a current accumulation of at least 536 hours of sickness allowance under paragraph (c) as of January 1, 1989, shall be entitled to claim additional sickness allowance under this paragraph. All other employees who once reach an accumulation of 546 hours of sickness are then eligible to claim the additional sickness allowance.
- C. Beginning January 1 after the first calendar year following an employee's date of employment, an employee shall accumulate this additional sickness allowance on the following basis:

<u>Hours Claimed/Calendar Year (26 bi-weekly pay periods)</u>	<u>Additional Hours at 75% coverage</u>
0	64
8	48
16	32
24	16
24+	0

- 1) The combined amount of sickness allowance which may be accumulated by an employee under this paragraph and paragraph (A3) shall not exceed 1,040 hours.
- 2) An employee may use the additional sickness allowance accumulated under the provisions of this paragraph only after first exhausting the sickness allowance accumulated under the provision of paragraph



(3).

- 3) In order to accrue sick leave benefits as provided in this Section, an employee must have worked not less than 75 percent of the employee's regularly scheduled work hours during the biweekly period. For this provision, time off due to Union business, vacation pay, jury duty, funeral leave and paid holidays, shall be considered as hours worked

D. Shared Sick Hours: Employees desiring to share sick hours with members who are out of work due to illness and/or injury, shall be allowed to transfer up to 40 hours per year providing the following conditions are met:

- 1) Employee receiving the transferred sick hours is/was eligible for time off as established by the Family Medical Leave Act (FMLA) and has been off work for two consecutive weeks.
- 2) Employee receiving the transferred sick hours has exhausted all of their existing benefits
- 3) Employees sharing sick hours receive no financial gain (Hours cannot be sold or bartered for). Any employee violating this subparagraph will be subject to disciplinary action, and the transfer will be voided.
- 4) Transfer is requested no less than 14 days in advance and approved by management. Management shall not withhold approval if the previous conditions are met.

**Section 11. VACATIONS**

A. The Company will allow vacations with pay each calendar year to each full-time employee as follows:

1)

<u>First Calendar Year</u>			<u>Second Calendar year</u>		
<u>Month Employed</u>	<u>Vacation Days</u>	<u>Date Eligible</u>	<u>Vacation Days</u>	<u>Date Eligible</u>	<u>Date</u>
Jan	5	Jul	10	Jul	Jan
Feb	5	Aug	9	Aug	Feb
Mar	5	Sep	8	Sep	Mar
Apr	5	Oct	7	Oct	Apr
May	5	Nov	6	Nov	May
Jun	5	Dec	5	Dec	Jun
Jul	0		10*	Jul	
Aug	0		9*	Aug	
Sep	0		8*	Sep	
Oct	0		7*	Oct	
Nov	0		6*	Nov	
Dec	0		5*	Dec	

\* Included in the total shown up to 5 days' vacation may be taken upon completion of 1,040 hours of pay at straight time rates.

- 2) During an employee's third calendar year of employment he/she will be eligible for two (2) weeks of vacation as of the employee's anniversary date."
- 3) Three (3) weeks' vacation during the year of the sixth (6th) anniversary.
- 4) Four (4) weeks' vacation during the year of the fourteenth (14<sup>th</sup>) anniversary.
- 5) Five (5) weeks' vacation during the year of the twentieth (20<sup>th</sup>) anniversary.

- 6) Six (6) weeks' vacation during the year of the twenty-fifth (25<sup>th</sup>) anniversary.

The vacation pay of full-time employees will be computed on the basis of forty (40) hours per week.

- B. Such vacations shall not be cumulative, shall be arranged as mutually agreed upon between the employees and the Company and scheduled at such times as shall least interfere with the operations of the Company. Employees shall choose vacations in accord with their length of service. An employee entering the Armed Forces of the United States and who is entitled to a vacation under the provisions of the Agreement, and who has not received a vacation will be given an opportunity to take some prior to enlistment of induction, or at the option of the Company, will be paid for his vacation period.
- C. An employee whose employment is terminated shall be paid for any vacation due and not taken during year of the notice of termination of his employment subject to the following terms and conditions:
  - 1) No vacation or vacation pay shall be allowed after discharge for theft or for fare mishandling.
  - 2) At the option of the Company, an employee may either be required to take the vacation due or be paid for vacation due in lieu thereof.
  - 3) Upon resignation, an employee must give the company the required two weeks' notice of his quitting date.
- D. In order to be eligible for vacation benefits as provided above, (excluding the one week after 1,040 hour provision in the first section (a), a full-time employee must have worked at least 75 % of the employee's regularly scheduled work hours during the previous twelve months. For this provision, time off due to Union business, vacation, jury duty, funeral leave, and paid holidays (as defined in this Agreement) shall be considered as hours worked under this section. In applying 75% requirement for qualifying for vacation, those employees who do not work at least 75% of the employee's regularly-scheduled work hours during the previous twelve (12) months shall receive a pro-rata share of their vacation based on work hours completed. For example an employee who is eligible for four (4) weeks' vacation and who only complete 60% of his or her scheduled work hours would receive 60% of the eligible vacation, or twelve (12) days.
- E. Maintenance Department employees, who are eligible for at least three (3) weeks of vacation, may elect to take vacation in excess of two (2) weeks as single days.
- F. Each operator will be permitted to bid all, or part of his/her vacation in accordance with seniority, and such selection of vacation periods are not required to be consecutive. Maintenance employees will bid vacation in accordance with service seniority and will be permitted to bid part, or all of their vacation, and such selection of vacation must be consecutive. Employees desiring to split vacation weeks into non-consecutive periods will not be permitted to do so until all eligible employees have had an opportunity, by service seniority, to select vacation.
- G. Employees, who have at least three weeks of vacation, may elect to cash out one week of 40 hours each calendar year. The election should be made in December with the annual vacation bid for the following year. The employee will select which payroll period during the next year that he or she would like the vacation week cash out to be paid. However, employees who have selected a vacation week and then decide to cancel it and to cash it out will only be permitted to do so if the Company informs the employee that it will be able to provide a full week of work to the employee. It is the intent of this provision that employees will give as much notice as possible, but in no event less than 30 days before the employee's scheduled vacation week, in order to allow other employees the opportunity to select the newly available week. The request to cancel a week of vacation and cash out must be made in writing. Vacation cash out and the week worked will be paid at the straight-time rate of pay, unless the employee actually works in excess of 40 hours.

### **Section 12. HOLIDAYS for Full-Time Employees**

- A. All full-time employees will observe the following legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King, Jr., and four (4) Personal Holidays mutually agreed upon between the employee and the Company. The company will allow two employees off per day for the use of personal holidays or single days of vacation.
- B. Full-time employees who work on the day the holiday falls shall be paid at one and one-half the straight time rate for the hours actually worked during such schedule, plus an additional eight (8) hours at the straight time rate for the holiday.
- C. Full-time employees not working on a holiday, except those employees on leave, will be paid for eight (8) or 10 hours depending on the employee's work week at the employee's straight-time rate of pay.
- D. To be eligible for holiday pay and premium pay for working on a holiday, the employee must have completed the employee's assignment on both the day preceding and the day first following the holiday unless the employee is on vacation, union business, funeral leave, jury duty, or an approved paid holiday.

### **Section 13. FUNERAL LEAVE**

- A. A full-time employee shall receive upon request, up to a maximum of three (3) regularly scheduled days off without loss of regular pay (whether a five-day or four-day week scheduled) to make arrangements for and to attend the funeral during the period beginning with the day of death, and up to and including the day following the funeral for death of any of the following: wife, husband, child, grandmother, grandfather, grandchild, stepchild, mother, stepmother, father, stepfather, brother, half-brother, step-brother, sister, half-sister, and stepsister. In the case of the death of an aunt or uncle, the employee shall receive upon request one (1) regularly scheduled workday off, without loss in regular pay, to attend the funeral.

Should the death of the aforementioned relatives occur prior to the first day of an employee's scheduled vacation period, the employee shall upon prompt notification to appropriate supervision, have the vacation period rescheduled.

- B. In the case of death of an employee's father-in-law, mother-in-law, daughter-in-law, son-in-law, stepmother-in-law, stepfather-in-law, sister-in-law, and brother-in-law, the employee shall receive upon request up to a maximum of two (2) regularly scheduled days off, without loss in regular pay, to make arrangements for and to attend the funeral beginning with the day of death, and up to and including the day of the funeral.
- C. The above provisions covering absence for death shall not apply within the time limits of an employee's scheduled vacation (except as herein provided) or when the employee is off duty due to illness, or injury, or for any other reason when an employee is receiving pay for time not worked.
- E. An employee serving as an active pallbearer at the funeral for a fellow employee, or retired employee of the Company, may be excused with pay for the necessary time, not to exceed eight (8) hours. Prior approval of the employee's supervisor must be obtained.
- F. The above provisions do not apply to part-time employees. See Section 17.

### **Section 14. JURY DUTY**

Full-time employees actually performing jury duty will be paid their regular rate (whether a five-day or four-day week scheduled). All compensation earned for serving as a juror will be remitted to the Company by the employee.

### **Section 15. LEAVE OF ABSENCE**

- A. The Company agrees that all officers or members of the Union committees shall have preference over all other members of the Union in securing leave of absence on business for the Union. Any member of the Union

elected or appointed to an office in the Union which requires his absence from work shall upon retirement from such office be reinstated to his former position in the Company's service, provided he applies for such reinstatement within thirty (30) days from the date of his retirement from such office; and provided that he is mentally and physically fit to qualify for the job.

- B. Employees who are elected or selected to represent the local union shall, after proper notice to their immediate supervisor, be allowed time off without pay, to attend state or national conventions of the Union; provided that not more than three (3) operators and not more than one (1) maintenance department employee.
- C. The Company agrees that, upon request, officers of the Union shall be excused from service, or if necessary, granted leaves of absence for the purpose of processing grievances, labor negotiations or conducting other Union business, provided reasonable notice is given to the Company (i.e., one day notice for less than one week and three days' notice for greater than one week). Such time will be unpaid.
- D. Absence due to sickness or disability will be limited 12 consecutive months for all employees who have completed one (1) year of service. The Company shall continue to make the monthly premium payments required of the Company for health, life, and long-term disability for a period of 12 months, so long as the employee makes his/her required contribution, if any. In no event will the company make monthly premium payments for more than 12 months in a 24 month period.
- E. Leave of absence for employees who do not qualify under the Department of Transportation physical standards, as determined by the examining physician, shall be limited to six (6) consecutive months from the date of the employee's last disqualification.
- F. Employees on Family Medical Leave shall be required to use their sick leave. Once their sick leave has been exhausted the employee shall not be required to use their vacation leave unless already scheduled during the leave.
- G. When returning from sick leave after 30 days with doctor release forms, if the company sends the employee for a return to work physical and/or drug screen under Company or DOT policy then the Company will pay the employee their scheduled work hours while waiting to return to work, provided the employee gives reasonable notification of their intent to return to work.

#### **Section 16. WORKERS' COMPENSATION**

Employees will receive compensations as required and directed by the State Department of Workers Compensation

#### **Section 17. PART-TIME EMPLOYEES**

- A. Part-time bus operators shall not exceed a total of twenty-five (25) in number. In the event service is increased, the number of part-time operators may exceed twenty-five (25) only after the maximum number of full time positions that can be supported by the available service have been established and then only to the extent necessary to cover the service based on the maximum of thirty (30) hours per week.
  - a. Casual Operators shall be included in the total number of part-time operators and that number shall not exceed twenty-five (25).
  - b. In the event of a lay off situation, Part-time employees shall be furloughed in reverse order of part-time seniority and recalled in seniority order based on date of hire as a part-time operator. No full-time operator shall be furloughed or laid off while any part time employee is on the payroll of the company. Full-time operators who may be subject to furlough or lay off may elect to take an open part time position rather than be furloughed.
- B. Part-time employees utilized as bus operators shall be paid at the current progression rate up to one (1) year and will not be eligible for continued pay progression until becoming a full- time Operator.

- C. To be eligible for a full-time position when available, part-time Operators must not have more than one (1) preventable accident, two (2) verified customer service complaints and no more than three (3) attendance points in the previous nine (9) months after completing probation. If no one meets the above criteria then the most senior Operator will get the position.
- D. Part-time operators shall not work or be assigned to work more than forty (40) hours per workweek, unless full time operators are unavailable and/or unwilling to work.

Subject to the provisions of this Section, all provisions of this Agreement except for the following shall cover part-time employees:

Part I, Section 8, 19, 22, 23, and 26, (part-time employees are paid overtime according to the law).

The Company shall provide the following benefits to part time employees, except part-time employees who don't pick assignments.

Article 9 - Employee Benefits: Employee Benefits: Part time employees shall be eligible for Medical and Dental benefits the first month after completing 1,560 hours from their hire date. The Company will contribute 58% of the required monthly premium for employee/dependent coverage, employee/spouse coverage, and employee/family coverage as elected by the employee. Part time employee electing employee only coverage will pay \$20 per pay period of the required monthly premium for employee only coverage. Part time employees shall be eligible for individual life insurance in the amount of \$10,000 upon completion of 1,560 hours from their date of hire. The Company shall pay 100% of the required premium for this life insurance coverage.

Article 10 - Sickness Allowance: Sick leave allowance shall be one-half of the benefit applicable to full-time employees as outlined in Part I, Section 10 of this Agreement, and paid on the basis of six (6) hours pay per day. Part-time employees who have completed probation will initially be credited with four (4) hours of sick leave and will accrue two (2) hours of sick leave for each biweekly pay period thereafter, except for the third pay period in a three pay period month with continuous service not to exceed a total accumulation of 108 hours. The 75% work requirement will not apply to part-time employees.

Sick leave pay shall begin on the first day of absence as a condition of such allowance; the Company may require the employee to furnish a certificate from a doctor, and other evidence of the disability.

Article 11 - Vacations: Part-time employees shall be eligible for one (1) week (6 hours per day for 5 days) of paid vacation during the calendar year in which the employee completes 1560 paid hours. Thereafter, the part-time employee must complete 1560 hours each calendar year for which vacation is earned.

Article 12 - Holidays: Part-time employees who have completed the probationary period will be eligible for New Year's Day, Martin Luther King, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day as paid holidays, not to exceed 6 hours of the pay day. To be eligible for holiday pay and premium pay for working on a holiday, the employee must have completed the employee's assignment on both the day preceding and the day first following the holiday unless the employee is on vacation, union business, funeral leave, jury duty, or an approved paid holiday.

Article 13 - Funeral Leave: Part-time employees who have completed their probationary period shall be eligible for Funeral Leave in the amount of six (6) hours of pay per occurrence, for spouse, child, stepchild, parents, stepparents, brother, sister, half-brother, half-sister, grandparents and grandchild.

Article 14 - Jury Duty: Part-time employees who have completed their probationary period shall be eligible for jury duty pay in the amount of four (4) hours of pay per day for each day on jury duty.

Article 15 - Employees will receive compensations as required and directed by the State Department of Workers Compensation.

Article 16-Grievance and Arbitration Provisions: Part-time employees shall be covered by the grievance and arbitration provisions of Part II for any grievance arising out of the provisions of this Agreement, which cover part-time employees.

Part II: Part-time employees shall be covered by Part III, Sections 1, 2, 3, 5, 6, 7, and 8.

Part-time employees shall be furloughed in reverse order of part-time seniority and recalled in seniority order based on date of hire as a part-time operator.

Part-time operators shall be paid a minimum of one (1) hour for any day on which he/she is required to perform service or to report but is not used.

Part III:

The Company and the Union agree that the only grievance concerning a part-time employee covered by this Agreement which shall be arbitral shall be a grievance arising out of the application of the provisions of this agreement which covers part-time employees and a grievance by a part-time employee concerning the discharge of the employee for fault. It is understood by the parties that the term "discharge for fault" shall not include discharge of a part-time employee for attendance related reasons.

Part IV, Sections 1, 2, 3, 5, 6, 7, 8.

Part V, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11

Part-time Operators are eligible for only the above stated benefits

#### **Section 18. COMMERCIAL DRIVER'S LICENSE**

After the employee has completed one year of employment, the Company will reimburse each employee who is required by state law to have a commercial driver's license (formerly Class A or B) because of his work duties, the cost of initial procurement and renewal of the license. No employee who already holds a commercial driver's license (formerly Class A or B) at the time he enters employment with the Company will be reimbursed for the cost of such license. The Company will provide commercial driver's license training to employees required by state law to have a commercial driver's license.

#### **Section 19. WORKING IN HIGHER CLASSIFICATION**

- A. A garage mechanic or bus operator may be temporarily assigned by supervision to work as substitute in a higher classification. Employees so assigned shall receive fifty cents (\$.50) per hour for each hour, or portion of an hour, worked in the higher classification, in addition to their applicable hourly rate of pay. It is understood that a mechanic who is utilized in the higher classification of Lead Mechanic during the absence of supervision may not have the time to complete all the duties of his mechanic classification.
- B. The company will only use one (1) flex supervisor per day. The flex supervisor cannot recommend discipline or issue written warnings to another bargaining unit employee.

#### **Section 20. SEAT CUSHIONS**

Upon request, the Company will provide ventilated seat cushions for the bus operators.

#### **Section 21. REDUCTION IN FORCE AND RECALL**

- A. Should the Company find it necessary to furlough employees covered by this agreement, the employees will be

furloughed in reverse order of their seniority. If possible, the Company will give employees advance notice that they will be furloughed.

- B. Should the Company find that need exists for such services as furloughed employees can render, the Company will recall furloughed employees to duty in reverse order of their layoff, provided they are mentally and physically fit to qualify for the job. An employee may be recalled only to an opening within the classification held by the employee at the time furlough.
- C. The Company will notify each employee to be recalled by certified mail to the employee's last known address on file with the Company. It is the responsibility of the employee to keep the Company advised of his/her address. If an employee fails to report to work within fifteen (15) days after the date of mailing by the Company of the written notice to report (or at such later date as the Company might specify in the notice to report), the Company will be relieved of any further obligation to the employee or to offer employment may again be furloughed.
- D. An employee recalled from furlough must be employed a minimum of fifteen (15) days before he/she may again be furloughed.
- E. Furloughs of twenty-four consecutive months or less shall not interrupt seniority or service, provided, however, that while seniority shall continue to accrue during the furlough period, service shall not continue to accrue unless the service is with the Company or one of its subsidiaries.
- F. The Company shall have no obligation to recall employees who have been on furlough for twenty-four (24) consecutive months or more. Any such employees rehired by the Company shall be treated as new hires.

**Section 22. SERVICE PAY**

- A. The Company will pay a furloughed employee service pay according to the following schedule:

<u>Length of Service of Furloughed Employee as of Date of Furlough</u>	<u>Amount of Service Pay</u>
More than 3 months to 2 years	2 weeks
More than 2 years to 6 years	3 weeks
More than 7 years to 15 years	4 weeks
More than 15 years to 24 years	5 weeks
More than 24 years	6 weeks

The service pay will be paid to the furloughed employee on a bi-weekly basis after the furlough date until the furloughed employee has received all of the service pay to which he/she is entitled, provided, however, that should the furloughed employee return to full-time employment with the Company before he/she has received all of the service pay to which he/she is entitled under the terms of this section, the service pay shall cease upon the return to employment.

**Section 23. PASS PRIVILEGES**

The Company will furnish employees and retirees of the Company, and their spouse, with a pass for use on regularly scheduled Company bus service. In the event that an employee who has worked for the Company will continue to furnish such employee's widow or widower with said pass.

**Section 24. PRINTING OF LABOR AGREEMENT**

The cost of printing the Labor Agreement shall be shared equally between the Company and the Union.

**Section 25. DISCIPLINE**

- A. Employees shall not be disciplined or discharged, nor will entries be made against their records without

sufficient cause. In each case where a disciplinary action is taken, the employee will be given a written statement of charges against them and the action to be taken, However, any employee may be dismissed or suspended immediately for failure of the employee to abide by or follow orders in line with employee's normal duties, intoxication, or dishonesty. In cases of serious accident, no disciplinary action will be taken until completion of the investigation: however, an employee may be removed from service until the investigation is completed. Such employees may be utilized to perform other duties and will be compensated at the employee's regular rate.

- B. Each employee shall be entitled to a fair hearing before permanent disciplinary action is rendered. The employee or the Union, at the employee's request, may request a hearing within five (5) days following receipt of the written statement from the Company setting forth the charges against them. Such hearings shall be conducted by a Company representative at a mutually agreed upon time no later than five (5) workdays following the receipt of the hearing request.
- C. The Company agrees that discipline or discharge shall be administered within (15) workdays after receiving knowledge of the infraction. In case involving accident investigation, the fifteen (15) workday's limitation will be extended to thirty (30) calendar days in those cases where the Company notifies the Union that an investigation is ongoing. In extreme cases where the investigation is not complete with 30 days a written request will be made to the Union for further extension.
- D. The Company will permit employees to review their service record. The Union representative will be permitted to review an employee's service record, providing the employee submits written authorization to the Company.
- E. An employee not at fault appearing at an investigation as a witness at the request of the Company will be paid for all time lost.
- F. Nothing in the employee's personal file that occurred more than two (2) years from the date of the infraction, for which the employee is being disciplined, will be considered in determining discipline.

#### **Section 26. OVERTIME**

Any employee who works in excess of forty (40) hours per week will be paid at the overtime rate of time and one half: For the purpose of calculating overtime after (40) hours of work per week, time off due to vacation, jury paid, paid funeral leave, mandatory safety meetings, personal holidays and paid holidays on which the employee does not work, shall be considered as hours worked. No overtime shall be paid on any hours paid at time and one-half.

Overtime board will be established on a rotating basis. Specific terms will be determined by the Union and the Company.

The Company shall give a two week notice before each regularly scheduled safety meeting.

#### **EXTRA WORK ROTATION BOARD**

Purpose: To establish an Operator extra work assignments when working overtime.

Procedure: The Company will establish on Overtime Board for Operators desiring to work on their day off each week.

1. The New Overtime Board sign-up sheet will be outside dispatch by 9:00 am every Friday of each week.
2. Operators must have signed the sheet by 8:59 am on Friday for the prior week that starts on Saturday indicating the day they are available for work.
3. Extra work assignments will be assigned in rotation order on the days specified.



4. When multiple assignments are available the Operator in the #1 position on the Overtime Board will be allowed to choose their assignments. Once the Operator makes his/her choice the assignment cannot be changed.
5. Operators that receives and completes an assignment:
  - a. He/she will automatically move to the bottom of the Overtime Board for the following week below all of the Operators currently on the Overtime Board and the Operator in the #2 position on the board will move up to the #1 position on the board.
  - b. Each Operator moves up one position on the board whether or not they received and completed and assignment.
6. Operators assigned to a stand-by piece of work that do not receive a route assignment will hold their position on the board for up to two hours after going off duty.
  - a. Stand-by is considered an assignment, therefore if the #1 Operator on the board completes a stand-by assignment they will drop to the bottom of the board.
  - b. All other Operators that receive a stand by assignment will move up a position on the board the following week.
7. Operators that sign the overtime board but did not sign up the previous week will be placed at the bottom of the board upon signing.
8. Operators who sign the overtime board but will not be available to work:
  - a. The Operator must coordinate with Dispatch between 4am and 12pm the prior day.
  - b. If the unavailable Operator was in the #1 position on the board they will maintain the #1 position on the board for the following week or up until the point they return and have received an assignment.
  - c. When the #1 Operator on the board is unavailable and met the criteria in 8a, the #2 Operator on the board will move to the #1 position for that week. Once an assignment is received and completed they will move to the bottom of the board **Note:** The same applies to any position on the board under this provision.
  - d. If 8a has not been followed and an Operator is notified of an assignment but refuses the assignment for any reason, he/she will be placed at the bottom of the board.
9. Operators must sign the overtime board each week to maintain their place on the board.
10. Under no circumstance will Operators be allowed to work more than six days in a row or 15hrs in a day. Operators must have at least one day off every week.
11. Special work (i.e. State Fair) will be assigned in seniority order the first week and rotate thereafter.

**Section 27. ATTENDANCE**

**ACTION OR DISCIPLINE**

- ½ Point Through 6 points..... Written Notification
- 7th Point..... Written Warning
- 8th Point..... Written Warning with Three (3) Day Suspension
- 9th Point..... Termination

- A. Each February of each year employees will receive (2) two credits to use against their attendance occurrences. Items numbered 2 and 8 in this section cannot be used as credits.
- B. Employees who are absent three (3) or more days are required to provide a doctor's note prior to returning to work.
- C. If an employee goes "occurrence free" for a consecutive six (6) month period, his/her attendance record will be wiped clean and any prior occurrences will not be considered as a basis for disciplinary action.
- D. Occurrences will remain on an employee's record for a rolling twelve (12) months. After the twelfth month the occurrence will be removed from the employee's record.
- E. Points will be issued in the following manner:
  - 1. Calling in one (1) hour or more before your shift start time to report an absence will result in 1 attendance point.
  - 2. Calling in less than one (1) hour of your report time to report an absence will result in 1.5 attendance points.
  - 3. Failure to complete 1/2 of your shift will result in 1 attendance point.
  - 4. Completing over 1/2 of your shift will result in 1/2 attendance point.
  - 5. A tardy is arriving to work 1 to 15 minutes after your scheduled reporting time (either for returning from rest or meal break) will result in 1/2 attendance point. Arriving after 15 minutes will result in 1 attendance point and shall be considered an incomplete shift.
  - 6. Arriving up to 2 hours after your scheduled report time or for shift start will result in 1.5 attendance points.
  - 7. If calling to work for a tardy and less than 1 hour prior to shift start, you may lose your run. Depending on work availability you may lose your run for the day or asked to come in and perform other duties.
  - 8. Calling in after 2 hours or reporting to work after 2 hours of your shift; will be considered a NO-CALL NO-SHOW. Failure to call in at all is considered a NO-CALL NO-SHOW, will result in 2 attendance points.
- F. Any employee requesting approved time-off other than the annual bid must make the request via the Company payroll system and notify dispatch by 3:00 p.m. at least one day before to avoid any attendance point. Time-off requests are based on availability and are not considered approved when requested. Employees must receive approval via the Company payroll system to avoid any attendance points. The Company shall approve or deny any request no later than 4:00 p.m. on the day that it is received. Any request for personal holiday or vacation is subject to availability and must follow the rule as outlined.
- G. No attendance points will be assessed to employees who cannot come to work due to hazardous condition, including but not limited to the Governor, State, or County declaring a state of emergency. If an employee opts to call out due to hazardous conditions, the employee may use a personal, sick, or vacation day if they cannot report to work during such days. The Company's General Manager may issue an all-call to stop service due to hazardous conditions. If a stop service call is issued before an employee has to report for a regular working day and/or who has not yet called out of work, that employee will be compensated a total of one day's pay per stopped service days.

NOTE: Maintenance employees will have a five (5) minute grace period to clock in

## **Section 28. TECHNOLOGY**

The Company may employ new technology, including, but not limited to, video systems, GPS, Drive Cam, ZONAR, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of drivers, passengers, and the public, and compliance with all federal, state, and local driving rules and regulations by both the driver and the motoring, cycling, or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while in a Company vehicle and may be used as evidence in any grievance or arbitration proceeding. In the event any data or recording is used as evidence for purposes of disciplinary action or for use in any grievance or arbitration proceeding, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. If requested by the Union, the Company will furnish a copy. The Union agrees that the copy will only be used by the Union to provide representation of the employee in grievance and arbitration procedures contained within this Agreement and will not be shared with others. Any use of technology for disciplinary purposes, as described in this section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. It is agreed that the Company will not use recordings against any represented employees for the purposes of finding misconduct or the issuing of discipline as a result of fishing. The Company shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of a disagreement concerning any implementation of new technology as stated in this section.

## **PART II - GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 1. GRIEVANCE PROCEDURE**

- A. For the purposes of the Agreement, a grievance is defined as a dispute between the parties arising out of this Agreement concerning the meaning, interpretation, application, or alleged violation by the Company of the terms of this Agreement.
- B. Grievances meeting the above definition shall be handled in the following manner.
  - a. Step One - The aggrieved employee may orally take the issue up with a supervisor. The supervisor shall orally respond to the employee within five (5) calendar days following the date the issue was brought to the supervisor's attention. If satisfactory resolution is not reached between the employee and the supervisor, the aggrieved employee may submit the issue, in writing, requesting a hearing to the employee's Department Head no later than fifteen (15) calendar days following the date of the occurrence upon which the grievance is based. The Department Head shall convene a meeting within 10 days of the receipt of the grievance. The Department Head will respond in writing to the aggrieved employee and the Union within fifteen (15) calendar days following the hearing.
  - b. Step Two - If a satisfactory resolution is not reached in Step One, the Union may, within 15 days of receipt of the Step One decision, request in writing a hearing with the General Manager in Step Two. The General Manager shall convene a meeting within 10 days of the receipt of the grievance. The General Manager will respond in writing to the aggrieved employee and the Union within fifteen (15) calendar days following the hearing.
- C. The written grievance shall specify the issue in such detail so as to identify the nature of the complaint and shall include the name of the aggrieved party or parties, the event, occurrence or nonoccurrence giving rise to the grievance, sections and subsections of the Agreement in dispute, and the relief requested. The grievance shall be signed by the grievant.
- D. Suspensions of three or more workdays and terminations shall be commenced at Step Two.

- E. When meetings between the aggrieved employee and his/her representatives and the representatives of the Company are mutually arranged, employee affected shall not lose their pay for scheduled time lost because of attending such meeting.

## **Section 2. ARBITRATION PROCEDURES**

- A. If the grievance is not resolved at Step Two, the Union may submit the issue to arbitration by written notice to the Company within thirty (30) calendar days following the General Manager's response in Step Two. Such demand must be sent by certified mail.
- B. A Board of Arbitration shall be convened which shall be composed of three (3) persons: one (1) arbitrator to be selected by the Company, one (1) arbitrator to be selected by the Union, and a third impartial arbitrator to be chosen by the two partisan arbitrators. The finding of a majority of said Board of Arbitration will be final and binding on the parties hereto. Each of the parties shall name its arbitrator within five (5) calendar days after written notice by the Union to move the issue to arbitration.
- C. The two partisan arbitrators shall have ten (10) calendar days from the date of the appointment of the second arbitrator during which to meet and attempt to resolve the grievance. If they do not resolve the grievance, the Union shall apply to the Federal Mediation and Conciliation Service within seven (7) calendar days for a list of seven (7) qualified arbitrators who are members of the National Academy of Arbitrators. The order of striking shall be determined by lot.
- D. The partisan arbitrators may mutually agree to allow the impartial arbitrator to hear and determine the issue.
- E. The Board of Arbitration shall meet as soon as possible to hear the parties and to weigh all the evidence and arguments on the matter and shall render its decision within thirty (30) calendar days following the close of the hearing and receipt of briefs, if any.
- F. Each party and its representatives shall have the right to examine all papers or documents offered in evidence and to examine and cross-examine all witnesses.
- G. The Board of Arbitration shall not add to, detract from, alter or otherwise amend in any way the provisions of the Agreement or supplements of appendices thereto.
- H. The Company and the Union shall share the salary and expenses of the third and impartial arbitrator equally.
- I. The decision of the Board of Arbitration shall be in writing and served upon the Company and the Union. Under no circumstances shall an employee be made more than whole, and no award shall exceed the wages the employee would have normally earned.

## **Section 3. TIME LIMITS**

- A. The parties recognize that it is important that grievances be processed and resolved as rapidly as possible, therefore, the number of days indicated at each step of the Grievance and Arbitration Procedure should be considered a maximum and every effort should be made to expedite the process. The time limits specified herein may be extended by mutual agreement as evidenced by a waiver in writing signed by an authorized representative of the Company and the Union.
- B. If the Company or the Union fails to respond within the agreed upon time limits at any step of the procedure, unless an extension is mutually agreed to, the issue being grieved or arbitrated will be decided in favor of the party who last responded according to the time limits and the provisions herein.

## **Section 4. STRIKES AND LOCKOUTS**

The members of the Union agree that during the continuance to this Agreement there shall be no strikes (including sympathy strikes) sit-downs, or walkouts, or other concerted cessation of work. The Company on its part agrees that

during the continuance of the Agreement there shall be no lockouts of the members of the Union, it being the mutual desire of both parties hereto to provide uninterrupted and continuous service to the public. Nothing herein, however, is intended to prevent the resignation or discharge of individuals, discharge being subject to review under the conditions and in the manner herein before provided for. It is further agreed that the Officers and Stewards of the Union will actively and fully cooperate with the Company in discouraging such activity.

### **PART III- OPERATING PROVISIONS**

#### **Section 1. HOURS OF WORK**

- A. The Company agrees to make available forty (40) hours of work per week for each regular full-time operator. This provision will not apply if: (1) An operator fails to report or to accept and complete all work assignments; or (2) is absent from work for any reason other than assigned days off and authorized holidays.

Any hours for which an operator is paid under other provisions of the contract will be included in computing the available 40 hours of work.

- B. All regular full-time operators will be allowed two (2) days off each week.
- C. All regular full-time operators shall be paid a minimum of two (2) hours on any assignment performed outside of his regular run provided there is a break in time of thirty (30) minutes between the assigned run and the extra assignment.
- D. A regular full-time operator shall not give an assignment or portion thereof to another operator unless approved by a dispatcher.

#### **Section 2. WORK SELECTION**

The right to preference of work and assignments will be governed by seniority, subject to rules governing their seniority. The Company agrees to have at least three (3) general markups each year for the purpose of operators exercising their seniority. The maximum time interval between run bids will be four (4) months. Run boards shall be presented to the Union for pending approval at least seven (7) days prior to being posted for run picks.

#### **Section 3. POSTING AND SELECTING OF RUNS**

- A. Regular run assignments (not including trial routes), Extra Operator positions, and open pieces of work designated for selection by part-time operators, shall be posted at the time of the run bid. Full Time Operators are required to select from available full-time regular run assignments and Extra Board Operators Positions according to seniority until all full-time operators have an assignment for the bid period.
- B. Run Boards shall be posted twelve (12) days prior to the effective date of the Run Board. The selection of runs shall be made by seniority and completed six (6) working days before the new run assignments go into effect.
- C. Any full-time operator who has been notified and fails to authorize someone to select for him/her an assignment when it comes his/her turn, in accordance with the posted procedure, shall permit other operators in order of seniority to select ahead of him/her. Any such operator failing to select an assignment when it comes his/her time will be allowed to select any assignment not yet signed for by notifying management when he/she becomes available. They retain their seniority for that portion of the assignments not yet selected. The bypassed operator cannot exercise his/her seniority on assignments already selected.
- D. Any assignment not selected six (6) days before the effective date of the markup shall be assigned on a regular basis by the Company in inverse seniority among those full-time operators not holding a bid assignment, until the next markup.
- E. Regular runs that are known to be open will be filled within seven (7) days after the run has been declared

vacant. The vacancy shall be filled by allowing the operator who has less seniority than the operator who last held the run to select the run according to their seniority and according to paragraphs C and D above. This subsection does not apply if the opening occurs within thirty (30) days prior to a mark-up.

- F. When a regular straight run becomes vacant and the run is not selected - in accordance with paragraphs D and E above, the Company shall have the right to assign to the junior full-time operator assigned to a regular split run the vacated run assignment.
- G. The Company agrees that any time an operator's run has been discontinued, or changed by 30 minutes per day, the operator may displace another operator in accordance with his seniority. Displaced operators must make their selection within twelve (12) hours after being notified. All new assignments will be placed into effect on Monday following the week in which the displacement is completed.

This section does not apply if an operator is displaced within thirty (30) days prior to a markup.

- H. Paragraphs E and G above are not applicable if there are no full-time operators available.

#### **Section 4. REPORTING TIME PAY**

Bus operators shall be allowed fifteen (15) minutes (at the regular hourly rate) each time they are required to report for a run. Those operators that report to Operations Location and are required to make relief at the Downtown Terminal, shall receive fifteen (15) minutes report time. Union and Company agrees to review and adjust this section based on mutual agreement during each run-cut.

#### **Section 5. EXTRA BOARD**

- A. All full-time operators who do not hold regular run assignments shall be assigned to the extra board.
- B. All work not awarded at the markup shall be performed by the full-time extra board or part-time employees.
- C. The extra board shall be operated in daily rotation. The operator at the top of the board shall be assigned first and each following operator thereafter assigned in rotation. Assignments shall be based on the time the run is scheduled to begin. Should two runs begin at the same time, the run with the most time would be assigned first. In addition, assignments will be made with the operator first outstanding for the choice runs. Choice runs will follow this order.

- 1) A.M.: A.M. Straight, Mid-day, Splits, Extras, Specials
- 2) P. M.: P. M. Straight, Mid-day, Splits, Extras, Specials

The rotation of the board may be altered so that the weekly hours can be equalized as neatly as possible.

- D. Full-time extra board operator shall be paid a minimum of two (2) hours for any day on which they are required to perform service or to report but are not used. All extra board operators shall be paid from the time they are required to report until they begin a work assignment.
- E. The Company agrees to make available forty (40) hours of work per week for each full-time extra board operator. This provision will not apply if (1) the operator fails to report or to accept and complete all work assignments; or (2) is absent from work for any reason other than assigned days off and authorized holidays.

Any hours for which the operator is paid under other provisions of the contract will be included in computing the available forty (40) hours of work.

- F. If the dispatcher through error assigns an operator improperly, he will be paid the difference between what he received and what he would have received had he been properly assigned.
- G. Any operator being newly assigned to the extra board will be placed at the bottom of the extra board.

- H. An extra board operator shall not give an assignment or portion thereof to another operator unless approved by a dispatcher.
- I. An extra board roster showing the standing of each extra board operator and the known work available shall be posted daily by 5:00 P.M. Operators requesting time off from P.M. work must do so by 9:00 A.M. that day. Operators requesting time off from A.M. work for the next day must do so by 3:00 p.m.
- J. Once a run or special assignment has been made it will not be changed to affect lower operators on the roster who have been assigned. The operator whose special has been canceled will be taken from the assignment and placed next in line after the show-up operator for the next assignment to come up.
- K. Extra operators will not be required to report more than twice each day.

**Section 6. MEALS**

The Company will provide a meal period of at least 30 minutes for operators of straight runs.

**Section 7. OPERATORS UNIFORMS**

- A. All operators must wear uniforms authorized by the Company while on duty. Operators may elect the number of shirts and pants they need, within the total allocated.
- B. All new operators who successfully complete the driver training program will be provided with the INITIAL ISSUE of uniforms at the Company expense.
  - (1) This INITIAL ISSUE will be broken into two parts: A SPRING & SUMMER INITIAL ISSUE and a FALL & WINTER ISSUE.
    - (a) The SPRING AND SUMMER INITIAL ISSUE will consist of the following:
      - 2 pairs of pants
      - 5 summer shirts
      - 1 baseball cap
    - (b) The FALL AND WINTER INITIAL ISSUE will consist of the following:
      - 2 pairs of pants
      - 5 winter shirts
      - 2 neckties
      - 1 winter jacket (no lining)
      - 1 baseball cap (if not issued in (a) above)
    - (c) Operators may choose to substitute one (1) summer and one (1) fall issued uniform shirt for a uniform sweater, effective the fall of 1997, and once every three (3) years thereafter.
- C. After an operator's first year of employment, the Company will provide at Company expense to each operator an ANNUAL ISSUE of uniforms.
  - (1) This ANNUAL ISSUE will be broken into two parts: a SPRING ANNUAL ISSUE and a FALL ANNUAL ISSUE.
    - (a) The SPRING ISSUE will consist of the following:
      - 1 pair of pants
      - 2 summer shirts
    - (b) The FALL ISSUE will consist of the following:
      - 1 pair of pants

2 winter shirts  
1 necktie

- 2) Starting with an employee's fifth year, every fourth year the Company will provide an additional jacket with no lining.
- 3) The following formula will be used to determine the first ANNUAL ISSUE of replacement uniforms.
  - (a) New operators hired after the FALL ISSUE and prior to the SPRING will receive their first ANNUAL ISSUE in the spring of their second year of employment.
  - (b) New operators hired after the SPRING ISSUE and prior to the FALL ISSUE will receive their first ANNUAL ISSUE in the fall of their second year of employment.
- 4) The Company will place the order for the SPRING ANNUAL ISSUE during the last week of March and the FALL ANNUAL ISSUE during the last week of September.
- 5) Starting with an employee's 3rd anniversary, the company will issue an additional baseball cap, and every 2 years thereafter.

D. Operators leaving the employ of the Company prior to receipt of the uniforms shall have no claim upon them.

**Section 8. HOURLY RATES**

A. For full-time bus Operators the hourly rates and progression are as follows:

	Effective 7/1/19	Effective 7/1/20	Effective 7/1/21
	2.50%	3.50%	4%
First 6 months	\$15.65	\$16.20	\$16.85
6 months to 1 year	\$16.77	\$17.36	\$18.05
After 1 year	\$17.89	\$18.51	\$19.25
After 2 years	\$20.12	\$20.82	\$21.66
After 3 years	\$22.36	\$23.14	\$24.06
4 years or more	\$23.85	\$24.69	\$25.67

Any pay increases will be made retroactive starting July 1, 2019.

If this CBA is ratified at the Union meeting scheduled for November 10, 2019, the Company agrees to pay a ratification bonus of \$575.00 to each employee employed with the Company as of November 10. Federal, state, and local taxes may apply.

B. Behind the Wheel Trainers, shall receive \$1.00/hour in addition to their hourly wage when conducting behind the wheel training.

**PART IV - MAINTENANCE**

**Section 1. HIRING AND PROMOTIONS**

A. To be hired or promoted, mechanics must possess the following ASE certifications:

Class C      Zero (0)      ASE Certification



Class B	Two (2)	ASE Certification
Class A	Three (3)	ASE Certification

Cummins certification may be obtained as an alternative to ASE certification for hiring and/or promotion of Mechanics.

- B. Current mechanics will not be required to obtain ASE certifications unless they wish to be eligible for promotion.
- C. The company will pay an additional \$0.20/hour for each ASE certification in medium/heavy truck or transit for up to three certifications. The company will also pay \$1.25/hour more if a mechanic reaches the Master Certification level in medium/heavy truck or transit.
- D. ASE Certificates must be current; if an ASE certification lapses, so does the additional hourly pay. Additional pay shall become effective on the next full pay period after the ASE certification is presented to the Director of Maintenance.
- E. The company will provide training materials for the transit certifications. The company will reimburse the employee for the cost of certification and testing when successfully completed by the employee.

**Section 2. SENIORITY**

Shifts in the maintenance department will be bid by seniority in classification.

**Section 3. CALL-OUTS**

- A. A garage employee called in during off hours shall be guaranteed minimum pay at the overtime rate on the following basis:
  - 1) Employees reporting for work between 7:00 A.M. and 10:00 P.M. shall be paid a minimum of 2 hours.
  - 2) Employees reporting for work between 10:00 P.M. and 7:00A.M. shall be paid a minimum of 3 hours.
  - 3) Employees reporting for work on Sunday and holidays shall be paid a minimum of 3 hours.
- B. If another call-in occurs within the original guarantee period, the employee will be paid at the overtime rate for the elapsed time beginning with the original call-in, up to the time of another call-in, and the guarantee period shall be changed to begin with the starting time of the latest call-in.
- C. If the guarantee period for a call-in merges into the employee's scheduled hours of work, he will be paid at the overtime rate for the time actually elapsed between his report for call-in and his regular starting time of scheduled work.

**Section 4. WORK ON DAY OFF**

Any garage employee required to work on his day off shall be paid time and one-half without having to take off a future day for having had to work on said day.

**Section 5. TOOL ALLOWANCE**

There shall be an annual tool allowance of \$425.00 for each of the contract years, with a deductible of \$225.00 per loss for Mechanics. Receipt required for all purchases up to total tool allowance. Receipt required if seeking reimbursement of expense for buying tools, otherwise tax will be deducted from lump sum payment by check for value of tools purchased. The tool allowance will be paid on the closest pay period following January 1 of each calendar year. The Company shall provide tool insurance for the replacement value of registered tools, including

toolboxes for each mechanic covering on-premises loss by fire or theft. All covered tools must be registered with the Company and the burden of proof of theft will be borne by the employee. The Company will pay premiums for said insurance with applicable deductibles being shared equally between the employee or employees suffering the loss and the Company.

**Section 6. SHIFT DIFFERENTIAL PAY**

Garage employees assigned to work on regularly established overlapping shifts, two-shifts or three-shift operations, shall be entitled to receive, in addition to their regular rate of pay, a shift differential on the following basis:

- 1) Where 50% or more of such employee's regular straight time scheduled shift falls between the hours of 6:00 P.M. and 12 midnight, the employee shall receive a shift differential of 35 cents per hour for all hours actually worked during such shift.
- 2) Where 50% or more such employee's regular straight time scheduled shift falls between the hours of 12 midnight and 6:00 A.M., the employee shall receive a shift differential of 45 cents per hour for all hours actually worked during such shift.
- 3) No shift differential shall be paid for any unscheduled hours worked or for any hours not actually worked.

**Section 7. HOURLY RATES**

Classification	7/1/2019	7/1/2020	7/1/2021
Mechanic	\$30.96	\$32.04	\$33.32

For employees entering the following classifications after August 24, 1991, the following progression and hourly rate will apply.

Hourly Rates a Percentage of Top Operators' Rate

	<u>First 12 Months</u>	<u>Second 12 Months</u>	<u>Third 12 Months</u>	<u>Fourth 12 months and thereafter</u>
Mechanic A	115%	120%		125%
Mechanic B	95%	97%	100%	105%
Body Tech B	95%	97%	100%	105%
Mechanic C	85%	87%	90%	95%
Garage Attendant	70%	75%	80%	85%
Facility Attendant	70%	75%	80%	85%

Effective 7/1/19:

	<u>First 12 Months</u>	<u>Second 12 Months</u>	<u>Third 12 months</u>	<u>Fourth 12 months and thereafter</u>
Mechanic A	\$27.43	\$28.62	\$28.62	\$29.81
Mechanic B	\$22.66	\$23.13	\$23.85	\$25.04
Body Tech B	\$22.66	\$23.13	\$23.85	\$25.04
Mechanic C	\$20.27	\$20.75	\$21.47	\$22.66
Garage Attendant	\$16.70	\$17.89	\$19.08	\$20.27
Facility Attendant	\$16.70	\$17.89	\$19.08	\$20.27

Effective 7/1/20:

	<u>First 12 Months</u>	<u>Second 12 Months</u>	<u>Third 12 months</u>	<u>Fourth 12 months and thereafter</u>
Mechanic A	\$28.39	\$29.63	\$29.63	\$30.86
Mechanic B	\$23.46	\$23.95	\$24.69	\$25.92
Body Tech B	\$23.46	\$23.95	\$24.69	\$25.92
Mechanic C	\$20.99	\$21.48	\$22.22	\$23.46
Garage Attendant	\$17.28	\$18.52	\$19.75	\$20.99
Facility Attendant	\$17.28	\$18.52	\$19.75	\$20.99

Effective 7/1/21:

	<u>First 12 Months</u>	<u>Second 12 Months</u>	<u>Third 12 months</u>	<u>Fourth 12 months and thereafter</u>
Mechanic A	\$29.52	\$30.80	\$30.80	\$32.09
Mechanic B	\$24.39	\$24.90	\$25.67	\$26.95
Body Tech B	\$24.39	\$24.90	\$25.67	\$26.95
Mechanic C	\$21.82	\$22.33	\$23.10	\$24.39
Garage Attendant	\$17.97	\$19.25	\$20.54	\$21.82
Facility Attendant	\$17.97	\$19.25	\$20.54	\$21.82

**Section 8. NORMAL WORK WEEK**

The normal workweek shall be 40 hours.

**Section 9. CLEANUP TIME**

All Mechanics and Garage Helpers will be allowed fifteen (15) minutes cleanup time at the end of each shift.

**Section 10. BREAKS**

All maintenance employees shall be allowed one fifteen (15) minute break in the first half of the shift and one ten (10) minutes break in the second half of the employee's shift.

**Section 11. UNIFORMS**

The Company will provide for rental service of eleven (11) sets of work clothes. The Company will provide at Company expense to each Service attendant a Summer Annual Uniform Issue and Winter Annual Uniform Issue. Employees will be required to be in proper uniform.

The Company will pay up to \$150.00 the list price per maintenance employee, per year, toward purchase of safety shoes except for the Service Attendants. Service Attendants will receive up to \$150, twice per year toward the purchase of Company approved safety shoes. All Maintenance Employees will be required to wear safety shoes during working hours.

**Section 12. BIDDING**

The maintenance Department employees may have at their option two bids per year. If the company changes shifts or schedules there will be a re-bid of shifts and days off.

**Section 13. LEAD SERVICE ATTENDANT**

Lead service attendants for each shift, shall receive \$1.00/hour in addition to their hourly wage.

**PART V- TERMS OF AGREEMENT**

**Section 1. IMPLEMENTING AGREEMENT**

On January 31, 1991, the parties to this Agreement entered into an agreement pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, known as the "Implementing Agreement." The following rights, privileges and benefits as identified by and in the Implementing Agreement, and not otherwise set forth in the Labor Agreement, shall apply to all employees in the bargaining unit.

- Incentive Benefit
- Blood Donor Program
- Vending Machine Revenue
- Driver's Room with Microwave, Refrigerator, Telephone, Tables, and Chairs
- Lockers
- Free Employee Parking
- Foul-Weather Gear for Maintenance Employees
- Company-Supplied Flashlights, Goggles, Batteries, Ear Plugs, and Safety Glasses
- Tool Vendor Interaction
- Emergency-Work Meal Reimbursement
- Bus Operators with Three Weeks of Vacation May Take One Week in Daily Increments. Sick Leave May be Taken for Dependent Care with Supervisory Approval (as currently administered)
- Phone Calls on the Street
- Attendance Recognition Program
- Safe Driving Awards

**Section 2. TERM OF AGREEMENT**

Thirty-six (36) months, effective July 1, 2019 through June 30, 2022 and year to year thereafter unless either party gives the other party not less than sixty (60) days' notice of a change or termination.

COMPLETE AGREEMENT AND WAIVER
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A. 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. Except as specifically set forth elsewhere in this Agreement, the Union expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Company and the Union during the negotiations which resulted in this Agreement; (c) such matters were within the contemplation or knowledge of the Company or the Union at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking, and the agreement of the Company and the Union and finally determines all matters of collective bargaining for its term. Changes in this Agreement must be reduced to writing and executed by both the Company and the Union.

B. This Agreement comprises the total and entire Agreement 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 agreements not encompassed herein, which either the Union or any employee in the unit might hereafter raise based on past practice or otherwise, which will entitle the Union or any employee to any right privilege or other benefit not specifically set out herein. All past practices, whether written or oral, existing prior to the effective date of this Agreement are terminated as of the effective date of this Agreement unless they have been reduced to writing and expressly incorporated into the terms of this Agreement. Any practices occurring subsequent to the effective date of this Agreement shall not be evidence or be used to establish a practice binding in any way upon the Company, unless expressly agreed to as such in writing executed by the parties hereto.

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

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be duly executed, Durham City Transit Company by its General Manager, and AMALGAMATED TRANSIT UNION, LOCAL UNION 1493 by its President/Business Agent and Chief Shop Steward.

\_\_\_\_\_  
Doug Middleton, General Manager Durham City Transit Company

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Percival Patterson, President/B.A., ATU 1493

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Name/Title:

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Name/Title: