



COLLECTIVE BARGAINING AGREEMENT

NATIONAL EXPRESS TRANSIT SERVICES
CORPORATION

AND

AMALGAMATED TRANSIT UNION,
LOCAL #1433

THE TERM OF THIS AGREEMENT WILL BE:
JULY 1, 2015 THROUGH JUNE 30, 2019

TABLE OF CONTENTS

PAGE

PREAMBLE:.....

Article 1: UNION RECOGNITION.....

Article 2: JURISDICTION.....

Article 3: UNION SECURITY.....

Article 4: DRUG AND ALCOHOL TESTING.....

Article 5: SENIORITY.....

Article 6: LAYOFF.....

Article 7: LEAVE OF ABSENCE.....

Article 8: FEDERAL AND STATE LAW.....

Article 9: INDUSTRIAL INJURY AND ILLNESS.....

Article 10: DISCIPLINE AND DISCHARGE.....

Article 11: GRIEVANCE PROCEDURES.....

Article 13: WAGES.....

Article 14: HOLIDAYS.....

Article 15: VACATIONS.....

Article 16: PERSONAL TIME OFF.....

Article 17: WORKWEEK.....

Article 18: SAFETY.....

Article 19: MANAGEMENT RIGHTS.....

Article 20: MISCELLANEOUS PROVISIONS.....

Article 21: RUN STRUCTURE.....

Article 22: CHOICE OF WORK ASSIGNMENTS.....

Article 23: BENEFITS.....

Article 24: ASSIGNABILITY.....

Article 25: COMPLETE AGREEMENT.....

Article 26: PROBATION.....

Article 27: ATTENDANCE.....

Article 27: DURATION AND CONTINUITY OF SERVICE.....

PREAMBLE

This is a Collective Bargaining Agreement by and between National Express Transit Services Corporation hereafter referred to as the "Company" and Division 1433 of the Amalgamated Transit Union, AFL-CIO hereafter referred to as the "Union".

Except where an explicit effective date of a provision is specified, all provisions of this Agreement shall become effective upon the date of ratification by the Union.

The following terms shall apply in interpreting this Collective Bargaining Agreement:

Year – all references to year shall mean calendar year unless specified otherwise.

Day – all references to day shall mean calendar day unless specified otherwise.

Notices – notices required by law or by this Agreement shall be deemed given/sent when either posted per Company practices or deposited in the U.S. Mail and addressed to the last known address of record or when personally delivered. The parties will also use email for communications in the conduct of routine business, discussions or information transfers. All notices will be sent via email to the Union at the email addresses provided by the Union.

Automatic Extension of Time – If the last day for doing an act required by law or this Agreement falls on Saturday, Sunday, or a Holiday observed by the parties, time for doing the act shall be automatically extended to and include the next business day. Business days shall be Monday through Friday.

When the term "employee" or the masculine gender is used in this Agreement, it shall mean an employee coming within the scope of this Agreement and shall encompass both the male and female gender.

ARTICLE 1 **UNION RECOGNITION**

The Company recognizes the Union as the exclusive bargaining representatives for all employees in the bargaining unit.

The bargaining unit consists of all bus operator, mechanic, and utility employees at the employer's Yuma, Arizona, facility as set forth in the Certificate of Representative in NLRB Case No. 28-RC-077715.

The parties agree that they will not unlawfully discriminate or harass against any individual because of race, color, religion, sex, national origin, age, marital status, veteran status, sexual orientation, gender identity or disability for which with or without reasonable accommodation the employee can perform the essential functions of the job, or Union affiliation or activity. The parties agree that disputes under this Article may be resolved through the grievance and arbitration procedure.

ARTICLE 2 **JURISDICTION**

All ongoing movement, operation, maintenance, fueling and cleaning of equipment normally performed by classifications in the bargaining unit shall be performed by ATU represented employees of the unit. Company supervisors or managers will not drive, fuel, clean, or perform mechanical work on any coach unless there are no Union represented employees available to perform the bargaining unit work.

In instances where there is an immediate need to perform bargaining unit work while seeking a replacement; non-bargaining unit employees can perform bargaining unit work until a replacement is found.

ARTICLE 3 **UNION SECURITY**

DUES CHECK-OFF

The membership dues of the Union are based on a monthly amount and will be divided by the amount of pay periods per month in which dues are collected. Dues will be deducted per pay period and not once per month. The Company agrees that it will deduct from the wages of any employee included in the bargaining unit, the regular monthly membership dues of the union and initiation fees or other authorized assessments levied in a legal manner or the service fee equivalent, and will forward such dues and assessments, and service fees to the properly accredited officer of the union on or before the fifteenth (15th) calendar day following the final date in which dues or service fee equivalents are withheld from wages.

The individual authorization or directives shall contain authorization for deduction of requested monthly membership dues, initiation fees, assessments, or the service fee equivalent. In addition the individual authorizations will specify when a member will be eligible for withdraw from Union Membership.

The Company agrees to deduct from the paycheck of each employee who has so voluntarily authorized it, contributions to the ATU Committee on Political Education (COPE), contributions and uniform assessments as required, and forward to the union by the twenty-first (21st) of the month. The Union agrees to indemnify and save National Express Transit Services Corporation harmless from any and all liabilities resulting from compliance with the above section.

Union Business

The Union President or authorized representative shall be permitted by the Company to transact Union business to include but not be limited to CBA compliance, adjustment of claims, complaints, or grievances on the Company premises but the transaction of Union business with employees must be confined to non-work time and shall not delay the scheduled work assignments of any employee. Non-employee representatives must give notice to the General Manager or his designee prior to visitation by a Union authorized representative. In no event may any Union business interfere with the business of the Company.

Authorized Representatives

The Union shall provide the Company with a list of the Union's officers and authorized representatives. The Company shall provide the Union with a written list of management staff to include the General Manager, Maintenance Manager, and all supervisors. Any changes to these lists shall be made within ten [10] calendar days after such changes occur. There shall be no disparate treatment of employees for Union representation.

Turnover Lists

Each month the Company shall forward to the Union the names of all persons (in excel format) employed in positions covered by this Agreement who enter or leave Company employment and who enter or returns from a leave of absence. The purpose of this list is to ensure accuracy in Union dues billing.

Personnel Records

The President or authorized representative will be allowed to examine and upon written request will be provided a copy of all personnel records that are presumptively relevant to a Union investigation. All requests to examine or be provided a copy of these records shall be made to the General Manager. The Union must have written authorization prior to reviewing any portion of an employee's file.

Bulletin Boards

The Company will provide a glass enclosed bulletin board for the exclusive use of the Union. The Union may post notices of Union business. The Union will not intentionally post any inflammatory material on the Union board. If a posting becomes a concern, Management will notify the Union immediately and will schedule a meeting (in person or on the phone) to discuss the posting and the Union will make a decision to remove the posting or keep it up. The Union shall furnish the Company with copies of all notices and bulletins posted.

The Company shall furnish the Union with a copy of the National Express Transit Services Corporation Employee Handbook and all applicable policies, rules, and bargaining unit employee bulletins.

ARTICLE 4

DRUG AND ALCOHOL TESTING

In acknowledgment of the nature of the Company's operations and overriding safety considerations, the Company has adopted formal provisions for drug and alcohol screening as referenced in the National Express Transit Services Corporation Employee Handbook. The Company policy is zero tolerance. A positive test as defined by the FTA regulations at 49 CFR part 655 and 49 CFR part 40 will result in termination. The Union agrees to the foregoing Drug and Alcohol Policy as long as the policy has not been found to be in violation of any Federal or State laws and the scope of the application and enforcement does not exceed that which is required by these regulations.

An employee taken off work as a result of drug and alcohol compliance will be placed on leave without pay pending the results. When the results are known, any action required by the Company can be taken at that time. In the event that the results are negative, the employee will be made whole.

ARTICLE 5 **SENIORITY**

Definition

Seniority and years of service shall accumulate during continuous employment for the Company or its predecessor. The seniority and "date of employment" of all Bus Operators, Mechanics, and Utility Workers as presently established, shall be deemed to be correctly established as of the effective date of this agreement. Company seniority and years of service shall commence on the first day of employment with the Company or its predecessor. Classification seniority shall commence on the first day of work in a classification within the bargaining unit. Classifications are Bus Operator, Mechanic and Utility Worker. Employees will use classification seniority for bidding work and bidding time off and lay-off. Employees can only hold seniority in one classification. Employees performing work in any classification will be paid the higher classification rate.

Seniority Lists

The Company shall provide the Union with seniority lists for all represented bargaining unit employees at least once every month.

Bidding Seniority

- a. Full-time seniority – The date the employee assumed a full-time position
- b. Part-time seniority – The employee's Company seniority date as defined above

ARTICLE 6 **LAYOFF**

Procedure

In the event of a reduction in work that necessitates a reduction of forces, Operators will be laid off in inverse classification seniority in the following order: (1) Part-time operators, (2) Full-time Operators.

To the extent possible, the Company will give at least two weeks' notice of layoff.

Callback lists will be ranked by seniority in classification with Operators being called back in the seniority order at the time of layoff. Call Back Lists shall be maintained for 18 months.

An employee who has been placed on layoff shall be given notice of recall via certified mail by the Company at the employees last known address on file with the Company. The employee must return to work with two weeks from the date of receipt of the notice.

ARTICLE 7

LEAVES OF ABSENCE

Approved Personal Leaves

Leave of Absence without pay may be granted at the Company's sole discretion based on operational needs and shall be granted in writing. Seniority shall accumulate during any approved leave of absence. Request for leave must be in writing and must be approved prior to going on the leave. Approved leaves of absence shall be limited to one (1) year. An employee who does not return to work at the conclusion of such approved leave or who engages in other full time employment while on such leave will be considered to have voluntarily resigned their employment. Leave of absence because of physical inability to work shall be limited to one (1) year.

Bereavement Leave

Employees shall in the event of the death of the employee's spouse, registered domestic partners, parents, step-parents, children, step-children, brother, sister, grandparents, or grandchildren be granted up to three (3) paid work days (in accordance with National Express Transit Services Employee Handbook) and three (3) additional unpaid days if needed. Operators may substitute paid leave for the additional three (3) days if they choose. Substantiation of relationship and funeral need may be required.

Court Duty

On any day an employee is required to call in for jury assignment, they will notify the Company. Employees will not be required to report for work on any day that they are required to make themselves available for jury duty. If the employee decides to work their regular assignment they will be relieved in sufficient time to report as required by law. If the employee is not selected for jury assignment and chose not to report to work they will receive no compensation from the Company. Any absence from work due to a call-in for jury assignment will be considered an authorized absence.

When the employee is selected for trial, they will not be required to work on the days they are ordered to serve as a juror.

Employees assigned to the work of an employee who was scheduled for jury assignment may be relieved from this work at any time to allow the employee to regain his own run, or assignment.

Military Leave

Military leave shall be granted and paid in accordance with the Uniform Service Employment and Re-employment Act and other applicable Federal and State laws dealing with Veterans and Reservists re-employment rights.

Union Leave

The Company agrees that upon request, the officers and representatives of the Union shall be granted leave of absence to transact the business of the Union, provided reasonable notice shall be given, and their seniority and all other rights with the Company shall not be affected due to their absence.

The Company will afford the elected or appointed officer all seniority rights set forth in this Agreement while they are serving in this capacity. Additionally, the Company will also pay out any vacation pay, or floating holidays that the full-time officer earned or accrued while classified as a full-time operator.

Protected Leaves

The Company will continue to offer and apply the terms of The Family and Medical Leave Act to employees eligible under Section 8245.110(a)(1) and (2).

FMLA can run concurrently with any other absence that can be certified as a "serious health condition." Operators will not be required to use any accrued paid time off during any qualifying absence, however they may substitute paid leave at the Operators sole discretion.

ARTICLE 8

FEDERAL AND STATE LAW

The parties agree to comply with all Federal, State, and local laws.

In the event that any part or portion of this Agreement is held to be illegal or unenforceable such invalidation shall not invalidate the remaining parts or portions of this Agreement. The parties shall immediately meet and if possible negotiate substitute provisions. Any failure to negotiate an agreeable solution may be made the subject of arbitration to resolve any dispute.

ARTICLE 9 INDUSTRIAL INJURY AND ILLNESS

Discrimination

There shall be no discrimination against employees who file or are off work as a result of a work related injury or illness.

Integration

The employee shall be permitted to integrate paid leave pay hours accrued with temporary disability insurance payments. Integration shall occur after an industrial absence from work of more than seven work days. Sick leave pay when added to temporary disability payments will not exceed an eight hour pay per day.

Reporting

Employees must report all injuries or illnesses that occur while at work as soon as possible. Employees will be paid for all time necessary to fill out any required Industrial Injury or Illness Report and any time spent complying with National Express Transit Services Corporation Worker's Compensation Policy.

Light Duty

Employees working under "light duty" will be limited in the use of light duty to a maximum of one (1) Year.

ARTICLE 10 DISCIPLINE AND DISCHARGE

The Company will follow the principles of progressive discipline with respect to minor offenses as listed below:

First Violation:	Documented warning
Second Violation:	Written warning for same and/or similar offense
Third Violation:	Suspension one (1) day for same and/or similar offense
Fourth Violation:	Suspension up to three (3) days or termination for same and/or similar offense

Progressive discipline is used for a violation of any one or similar rule not a combination of rules. If multiple violations are identified, each violation will be considered as individual violations and the appropriate discipline will be administered. No violations of Company rules will be used in conjunction with a different violation for the purposes of progressive discipline. Such discipline for the same or similar offense shall be limited to a rolling (12) month period. Except for accidents, which will be limited to a rolling (18) month period.

The following are some examples of serious infractions and may result in termination, however in all cases the Company agrees to meet a just cause standard. The Company may impose a lesser penalty:

- Conviction of any crime that resulted in a loss of CDL driving privileges. As an example, a bus Operator has his or her license suspended for a DUI is no longer qualified to Operator a city bus.
- Use of personal electronic device, such as a cell phone while the bus is in service operation or deadheading. Service Operation is defined as the driver is operating the bus and not while the bus is parked at a layover.
- Rollaway due to a failure to properly secure a vehicle.
- Entering a railroad crossing when the lights are flashing or the crossing arm is down or descending.
- Failure to perform proper lock out/tag out procedures, or ignoring or removing a lock, tag, or signage without

specific authorization.

- Violation of the National Express Transit Services Corporation Drug & Alcohol Policy as adopted in Article 4, Drug and Alcohol Testing.
- Willfully Falsifying of any documents (legitimate typo and genuine errors excluded).
- Stealing from the Company, other employees, passengers or customers, regardless of the amount (this is not to include errors in time keeping and fare box infractions, which were not deliberate)
- Possession of weapons (excluding pocket knives), firearms, or explosives in a Company building or in a Company vehicle
- Failure to attempt to properly secure a mobility device excluding where the passenger has refused to be secured.
- Fighting, or violence, against an employee, employee of the client, or passenger.
- Failure to report any charge, arrest, indictment, or conviction for any type of crime or moving violation within forty eight (48) hours of the charge, arrest or conviction.

It is understood and agreed that any time the Company decides to take disciplinary action against any employees, they will, at the same time, notify the properly accredited officials of the Union. Disciplinary notices will not be issued later than seventy-two (72) hours-after the violation or infraction is made known to the Company (Saturdays, Sundays, holidays, days off, sickness, vacation, leave of absence excluded). In the event the Company wishes to counsel, or impose discipline for an infraction of the written rule or contract violation an employee's attendance is required. The Company shall schedule the employee a fair and impartial hearing at which time all information pertinent to the matter being heard will be presented by both parties so as to conclude the case without delay. Such hearings will be held within ten (10) business days of the issuance of the infraction notice (except days off granted by contract).

- All hearings must be attended by the employee charged and a Union official (if so desired). A waiver supplied by the Union and signed by the employee will be required if an employee does not want Union representation.
- If, as a result of the hearing, grievance procedure, arbitration or otherwise, it is found that the employee has been unjustly or improperly deprived of wages as a result of being pulled out of service, suspension, or dismissal, then, and in that event, he shall be reimbursed by the Company to the extent of his wages (less interim earnings) lost and be reimbursed for all actual time spent in the hearings.
- An employee shall be given the basis of the charges in writing. The hearing on these charges shall not be held until after a twenty-four (24) hour period has expired. This hearing shall not be held on employees off days, except in cases involving suspension. The hearing shall only deal with the charges against the employee.
- The Company and the Union will, at either party's request, consent to a pre-hearing conference to discuss information relative to the hearing.
- Employees will be paid for all time spent in the hearing. All hearings will be scheduled during an employee's normal work shift unless otherwise agreed between the Company and the Union.
- If as a result of an infraction or incident and removal from service is necessary the involved employee shall be put on unpaid suspension pending the outcome of a hearing. No employee will be placed on unpaid suspension for longer than ten (10) workdays, unless the Company has not received police reports or drug and alcohol tests results. In no event will any employee be placed on unpaid suspension for longer than thirty (30) workdays.

If any employee is charged with an offense involving fare irregularities, use of drugs, alcohol or misappropriation of Company funds or property, neither such charge nor discipline meted out in connection therewith shall be subject to the grievance and arbitration procedures provided for in this Agreement, unless the grievance is accompanied by a signed authorization from the employee involved, authorizing the Company and the Union to submit any and all information and facts pertaining to the case to whomever they may concern.

All other information or violations of the same type over two (2) years old will not be used for the basis of future disciplinary action.

All discipline must be given in consecutive workdays. If an employee on suspension is called back to work by the Company prior to having served his full suspension, the balance of the penalty days shall be withdrawn by the

Company.

It is mutually agreed that any situation arising that has unusual circumstances, the parties, without setting a precedent, may elect to change past procedure to more fairly judge the employee's particular case.

When spotter reports are used for discipline, the Company has ten (10) working days (Saturdays, Sundays, holidays, days off, vacation, leave of absence, sickness, miss outs and industrial injury excluded) to counsel and, if necessary, issue disciplinary form for a violation or infraction of the rules. The ten (10) days shall begin at the time the infraction is made known to the Company (via dated registered mail receipt).

Once a penalty has been assessed at the conclusion of a hearing, no other action shall be taken against the employee for that infraction.

The Company shall present employees with copies of all complimentary letters received from any source regarding said employees, except those pertaining to employment references.

Driving Record / Loss of CDL

- In reviewing an employee's overall driving record, the Company will utilize on-board ride-check evaluations, unobserved monitoring and the employee's record of citations, and passenger and vehicle accidents, if any. If determined that a safety problem exists the employee shall be subject to safety training as determined by the Company. Safety is of paramount importance and the development and retention of safe driving habits are required and cannot be overstated.
- An employee's driving record will be charged with and reflect accidents determined to be preventable and convictions for traffic citations. The National Safety Council guidelines, the vehicle code and defensive driving practices will be used in determining whether or not an accident is preventable or non-preventable.
- Employees may be subject to discharge for the following:
 1. Conviction of three (3) traffic citations in Company vehicles.
 2. Conviction of a major traffic citation / violation (in personal or Company vehicle). A major violation is any citation that involves:
 - a. Driving while intoxicated or under the influence of drugs or controlled substances.
 - b. Failure to stop and report an accident in which the employee is involved while operating a Company vehicle.
 - c. Homicide, manslaughter, or assault arising out of the operation of a motor vehicle.
 - d. Reckless driving.
 - e. Possession of any open container of alcoholic beverages while operating a Company vehicle.
 - f. Speed contest, drag racing, or attempting to elude an officer of the law.

An employee who receives a citation for a major violation may be suspended from all driving duties until convicted or the citation is dismissed (such period shall not exceed a period of thirty (30) days). If no infraction is determined or the citation is dismissed the Company will pay employee for all suspension time.

- Employees, whose CDL (Commercial Driver's License) or medical certificate is invalid, expired, or suspended, shall be suspended until the employee obtains a valid license or certificate. Employees who fail to renew their CDL (Commercial Driver's License), or regular license or any covered employee who doesn't have a CDL, within ten (10) days after expiration, may be subject to discharge. However, an extension may be granted for medical reasons depending on the circumstances.

Safety Points

“Safety Points” can be issued by a Supervisor or Safety Manager for an unsafe act or behavior, which results in a collision. Examples include failure to stop at a railroad crossing, unsafe vehicle operation, etc. The parties recognize that not all factors that contribute to an accident can be listed and that they will judge each case on its merits based on what a “reasonable standard” would be. If the Union challenges the decision to issue points as being unreasonable then they will do so through the grievance and arbitration provisions of this Agreement.

All preventable collisions will be assigned points in the following manner:

- Preventable collision, two (2) points
- Major preventable incident that does not involve serious injury, death and/or property damage where the conduct of the Operator can be established to be a direct contributing factor (such as reading a book, use of electronic device or eating while driving), Four (4) points
- Major preventable incident with serious injury, death and/or permanent injury where the conduct of the Operator can be established to be a direct contributing factor (such as reading a book, use of electronic device or eating while driving), Six (6) points
- Rear end collision with another vehicle where the conduct of the Operator can be established to be a direct contributing factor (such as reading a book, use of electronic device or eating while driving), Six (6) points

In any rolling 18-month period of employment, receipt of six (6) or more points will result in termination. Any infraction which occurred more than eighteen months prior would no longer be included in the safety point count.

ARTICLE 11 **GRIEVANCE PROCEDURES**

Definition

A grievance is defined as any dispute over the discipline or discharge of an employee or any dispute over the application or interpretation of any provision(s) of this Agreement. The Union and the Company shall discuss and attempt to adjust disputes and questions prior to resorting to the dispute resolution process.

Grievance Process

No grievance shall be entertained or considered unless it is presented in writing within ten (10) days (excluding Saturdays, Sundays and holidays) after any controversy arises involving the interpretation or application of the terms of this Agreement or the suspension or discharge of any employee.

Grievance shall be dealt in successive steps as follows:

- | | |
|--------------|--|
| First Step: | The employee and/or the Union shall submit the grievance in writing to the General Manager or his designee. The Company will give a written response to the grievance within ten (10) business days from the date it is received. A meeting will be held if requested by either party; and if a meeting is held, the days provided for response will start the day after the meeting. If the matter is not settled to the satisfaction of the parties within ten (10) business days of the following meeting, the grievance shall be presented as a second step grievance. Grievances concerning termination from employment shall be expedited and be processed at STEP TWO, within ten (10) business days following the initial filing of the grievance. |
| Second Step: | Failing satisfactory disposition of such grievance, the grievance may be appealed to the General Manager or his designated representative. A written decision will be given by the Company within ten (10) business days from the date appeal was received. A meeting will be held if requested by either party; and if a meeting is held, the days provided for response will start the day after the meeting. If the matter is not settled to the satisfaction of the parties, then by mutual agreement between the Company and the Union the matter may be moved to step three or the Union may, within forty-five (45) |

business days or within five (5) business days following the first Union meeting after receipt of the Step 2 decision (whichever occurs first), appeal the grievance to arbitration.

Third Step: Voluntary Mediation. In the event the Company and the Union do not resolve the Grievance at the Second Step, the Company and the Union may by mutual agreement, refer the matter to mediation, utilizing the services of the Federal Mediation and Conciliation Service (FMCS). It is understood that the mediation process is to be expedited and at any time during the mediation process either the Company or the Union may withdraw from the mediation process.

In the event of the failure of either party to act within the time limits provided within this Article, or as may be extended by Agreement between the parties, the party so failing to act shall forfeit its case.

Saturdays, Sundays and holidays shall be excluded in the calculation of the time limits provided in this Article.

ARTICLE 12 **ARBITRATION**

Notice and Procedure

If the aggrieved party is not satisfied with the decision rendered in Step Two or Step Three of the grievance procedure, they may request arbitration within thirty (30) business days from receipt of the decision from the Formal Hearing. Within twenty (20) business days from the request for arbitration the Company and the Union shall select a neutral arbitrator from a list of five provided by the FMCS by the alternate striking method. The parties shall flip a coin to determine who shall strike first.

Arbitrators are requested to expedite their decisions as the parties expect a decision to be issued within sixty (60) business days. Arbitration shall be limited to the issues specifically set forth in the written grievance or the notice of discipline or discharge, which have not been resolved after the processing under Article Eleven. The arbitrator's decision shall be final and binding on all the parties.

Rules of Arbitration

The Collective Bargaining Agreement shall serve as the submission agreement. Nothing in the Agreement shall be construed to empower any arbitrator to change, modify, or amend any of the agreement's provisions.

Costs

At the request of either party, a stenographic transcript of the proceedings shall be made. Each party shall bear the expense of its own attorney. The expense of the neutral, the reporter, and other incidental expenses shall be borne equally by the parties.

Fitness for Duty Determination

Any employee protesting a removal from service by a Company physician may have their case reviewed by a physician selected by the parties and that decision will be final. The only submissions to the doctor will be joint medical submission. The cost of the physical and decision shall be borne equally by the parties.

Expedited Arbitration

Upon mutual agreement, the parties may resolve grievance's which surround cases of minor discipline (of ten (10) days or less or economic impact of one thousand (\$1000) or less to an employee or the employer) through an expedited arbitration process. This process is to be handled by the individual parties with the use of "in house" attorneys and without the use of briefs. The case should be able to be presented in one day to a single arbitrator selected from a list mutually compiled by the parties. There will not be stenographic recording and the decisions although final and binding will not set precedent. Every effort shall be made to have bench decisions followed up by written decisions.

ARTICLE 13 **WAGES**

Upon ratification of this Agreement the existing hourly wage paid to current active employees will be as follows: Wage increases are to be effective on July 1st of every year. All current employees (as of ratification of this Agreement) will remain at their current rate until July of 2016 or their anniversary date (whichever comes first). As of July of 2016 or yearly anniversary, these employees will move progressively up and under no circumstances will employees be paid less as a result of this Agreement.

Fixed Route Operators:

Years of Service	Current	16-Jul	17-Jul	18-Jul
		3.00%	3.00%	3.00%
Year 1	\$11.00	\$11.33	\$11.67	\$12.02
Year 2	\$11.33	\$11.67	\$12.02	\$12.38
Year 3	\$11.55	\$11.90	\$12.25	\$12.62
Year 4	\$11.77	\$12.12	\$12.49	\$12.86
Year 5	\$13.00	\$13.39	\$13.79	\$14.21

Maintenance Technician

Years of Service	% of Top	Current	Jul-16	Jul-17	18-Jul
			3.00%	3.00%	3.00%
All	100.00%	\$17.95	\$18.49	\$19.04	\$19.61

Washer/Cleaner

Years of Service	% of Top	Current	Jul-16	Jul-17	18-Jul
			3.00%	3.00%	3.00%
All	100.00%	\$11.20	\$11.54	\$11.88	\$12.24

All maintenance techs, washers and cleaners making more than the above stated rate will receive the same percentage increases on July 1st of each year.

Maintenance Technicians will receive a minimum of one (1) week behind the wheel training.

Operating Task Premiums: Operators performing line instruction/ training behind the wheel must be certified in a Company sponsored and administered program. Operators once qualified shall be selected for initial training by seniority. The Company shall have the right to utilize certified Operators at their sole discretion. Operators performing line/training behind the wheel assignments shall be paid an additional \$.50 per hour for each hour spent training and instructing new drivers. This increase shall not be paid for time spent on road with drivers solely for route familiarization or for any training with fully certified drivers.

Part-Time Fueler

The parties agree that the Company may hire a part-time employee for the purpose of fueling the vehicles. This position will be a bargaining unit position. Should the employer move to hire a part-time fueler, the parties agree to negotiate terms and conditions of this position separately. The final agreement will be an addendum to this Collective Bargaining Agreement and enforceable as such.

Overtime Provisions

Employees shall be paid time and one half for all work performed in excess of forty (40) hours in a workweek.

ARTICLE 14
HOLIDAYS

All full-time non-probationary employees covered by this Agreement shall be paid for the following holidays.

New Year's Day	Dr. Martin Luther King Jr. Day	Christmas Day
Memorial Day	Labor Day	Floating Holiday
Independence Day	Thanksgiving Day	Veterans Day

Employees will be permitted one (1) floating holiday per year, as indicated above, beginning January 1st of each year. Floating holidays should be requested as far in advance as reasonably possible, however no later than seventy-two (72) hours prior to the day desired and will be approved on a first come first serve basis, provided manpower permits. Any floating holiday(s) not taken for any reason will be cashed out to the employee(s) on their final paycheck of the year. In order for a part-time employee to receive holiday pay, he must have averaged no less than thirty (30) hours per week for the thirty (30) days prior to the holiday.

Employees who work 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.

Employees are expected to work their scheduled days' work prior to and immediately after the holiday (vacation excluded). In the event an employee's regularly assigned days off fall on the day before or the day after such holiday, for holiday purposes only, he will be considered as having worked. If an employee fails to work his scheduled workday prior to and immediately after the holiday, he will not be paid for the holiday. Miss out/late's and authorized absences will not apply to this provision.

Holiday pay for full-time employees will be paid at eight (8) hours per day. Holiday pay for part-time employees will be paid at four (4) hours per day.

Holiday pay shall not be considered time worked for the purpose of calculating overtime.

In the event there is a directive from the Company's client, which would reduce service for any work week and it is not listed as a contractual holiday in the Agreement, an employee will be allowed to use any available paid leave time for that day.

ARTICLE 15
VACATIONS

All full-time employees covered by this Agreement shall receive vacation with pay each year according to their seniority date within their vacation year, as follows:

One year of seniority	Forty (40) Hours
Two years of seniority	Eighty (80) Hours
Five years of seniority	One Hundred and Twenty (120) Hours
Ten years of seniority	One Hundred and Sixty (160) Hours

A vacation year begins January 1st and ends December 31st. For the purpose of vacation benefit, all anniversary dates that fall during the vacation year will be considered as if they fell on January 1st, the beginning of that vacation year.

Vacations shall be selected by Classification seniority among the available weeks as determined by the Company, during a May sign up for the following vacation year.

An operator must bid their vacation in full weeks and must bid all of their vacation. It is understood that it is the Operators' responsibility to bid all of their vacation among available weeks. Vacation pay shall be paid at eight [8]

hours per day. No employee will be allowed to cash out nor defer vacation days.

Single vacation days should be requested as far in advance as reasonably possible, however, no later than 72 hours prior to the day desired, and shall be approved subject to the Company's operational needs at the time and approved on a first come first serve basis based upon written date and time of the request.

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

Employees will not be allowed to work on days of scheduled vacation.

Vacation hours shall not be considered time worked for the purpose of calculating overtime.

ARTICLE 16 **PERSONAL TIME OFF (PTO)**

Effective July 1, 2015, all full-time non-probationary employees shall receive three (3) "Personal Days." The personal day(s) shall be credited using a January 1 – December 31 calendar year. The Company will offer at least one (1) personal day slots per day throughout each calendar year subject to operational need. Should the Company determine that additional employees may be off at any one time, the availability will be posted. Employees, who are ill and not able to work, may call in sick and use a "PTO Day" to excuse the absence. Once the "PTO Days" are gone, the employee may be subject to attendance occurrences.

Employees may request a Personal Day off with at least seven (7) calendar days advance notice to the Company. Personal Days that remain unused as of December 31st each year will be cashed out to the employee.

In the event an employee separates their employment from the Company for any reason other than during their probationary period they shall be cashed out all personal paid days on a prorated base.

ARTICLE 17 **WORKWEEK**

The workweek shall begin at 12:01 AM on Friday and shall end at midnight Thursday.

ARTICLE 18 **SAFETY**

Safety Violations

Where there is evidence that applicable local, county, state, and federal safety regulations and health rules, or any established Company Safety Policy are violated by the Company, the Union, or an employee, the alleged violations may be made the subject of discipline or a grievance under this Collective Bargaining Agreement.

Accident Review

All employees are required to report all accident/incidents to Dispatch immediately.

All employees will fill out the reports as soon as possible following the accident. All accident/incident reports must be turned in no later than twenty-four (24) hours; days off granted by contract excluded (vacation, sick, holidays etc.). Employees will be paid actual time but no less than twenty (20) minutes per accident/incident report provided they are permitted to make the report at the garage where they complete their day's work. Additionally, employees instructed to provide supplemental reports will be paid actual time to do such.

Accidents/incidents will be judged by the Company as to preventability as soon as possible after the accident/incident occurs. Notification of a determination of preventability will be furnished to the employee. The employee may appeal the Company's decision within seven (7) days of receipt of the determination of preventability to a neutral third party

selected by the Company and Union pursuant to the mediation provision Article 11 of the CBA. The Mediator's recommendation will be accepted by the parties and be final and binding.

Equipment

Equipment shall leave the Division clean and in proper working condition. Where the exterior temperature is above 90 degrees, no equipment with non-functioning air conditioning units will be driven. The Operator will be given a replacement vehicle. No employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employee be required to drive a bus that has not been determined by the maintenance department to be safe, nor shall any employee transport a passenger in a mobility assistance device unless the proper number of securement straps or devices, as determined by the Company, are provided in the vehicle.

The Company will provide a minimum of four (4) "port-a-cool" units for maintenance employees. The Company will also provide a portable canopy for yard work and road calls.

Safety Meetings

The Company may require attendance at safety and educational programs not to exceed twelve (12) per year. Employees will be paid at their regular rate for actual time present in meetings. Employees will not be required to attend Safety or other meetings on their days off. The Company agrees to provide makeup meetings available for employees who cannot attend these meetings because of scheduled time off. Notifications of safety meetings will be posted a minimum of 2 weeks prior.

ARTICLE 19 **MANAGEMENT RIGHTS**

Except as otherwise expressly provided in this Agreement, the Company reserves all of the fundamental rights, powers and authority regularly and customarily exercised by management, including but not limited to: The management of the business in all its phases and details and the direction of its working force including the right to: direct, plan and control the operations, promote, demote, transfer and suspend; discipline or discharge employees for just cause; lay off employees for lack of work or for other legitimate reasons; introduce new or improved methods, facilities and equipment or change existing methods, facilities and equipment; determine the services to be rendered, the processes and means of rendering such services, and the location, relocation and closing of facilities are exclusively the rights and responsibilities of the Company.

The Company shall further have the sole exclusive right to adopt reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent that they do not conflict with any provisions of this Agreement. In order to enable the Union to be currently informed, the Company will furnish the Union a copy of the applicable changes no less than prior to informing.

Negotiated and signed amendments and contract supplements shall be applicable to the employees of the Company covered by this Agreement. The Company agrees to post all amendments, supplements, and any modifications of this Agreement prior to their effective dates and to provide copies of such documents to the Union and, upon request, to any Operator.

The Company recognizes the right of the Union to challenge Company rules, regulations and policies through the Grievance and Arbitration process at the time they are applied or enforced. No Company rule or regulation, or policy may violate the terms of the Collective Bargaining Agreement.

ARTICLE 20 **MISCELLANEOUS PROVISIONS**

Uniforms

The Company will supply a minimum of six (6) uniform shirts and five (5) five uniform pants for full time employees. All part time employees shall receive three (3) uniform pants and three uniform shirts. The Company will provide new uniform items in the initial issue for drivers. The Company will replace uniforms that are worn out, faded or frayed in the course of employment. Upon termination of employment with the Company for any reason, the employee must return the uniforms to the Company.

The maintenance personnel covered by this Agreement will be provided shop uniforms. Company shall provide to all a complete set of uniforms that is required for the location assigned. It is the employee's responsibility to be in complete and proper uniform during all assigned shifts. Maintenance personnel must return all uniforms upon separation from the Company. The Company shall be responsible for obtaining and maintaining a shop linen service to pick up, launder and return uniforms on a regular basis, and maintenance personnel shall be responsible for making their uniforms available for laundering.

The Company reserves the right to make all final decisions with regards to the approved uniform, and any items to be worn on the uniform.

Any additional expenses created by the Company through changing the uniform will be borne by the Company.

All employees will be provided a fifty-dollar (\$50) shoe allowance to be paid on the first paycheck every January, effective January 1, 2017.

Maintenance Tools

Any tools not listed on the Company's required tool list shall be provided by the Company. The Company will insure up to a maximum of twenty-five thousand dollars (\$25,000.00) the necessary personal tools that are kept in the workplace. Employees will be required to submit an inventory of the tools regularly kept in the workplace on forms provided by the Company. Employees will be required to update the tool inventory list at any time the tool inventory changes. The Company will have the right to audit the inventory report. In order to be a covered loss there must be a documented event such as a break in or accident. Employees will be required to keep their toolbox locked when they are not on duty and to take other reasonable precautions to safeguard their personal tools.

Maintenance Certification Program

The Company will pay a premium of \$.15 per hour in addition to the regular hourly wage to Technicians for each ASE (Automotive Service Excellence) certification in Medium/Heavy Duty Truck, School Bus and/or Transit Bus. The Company will also pay an additional premium of \$.15 per hour to technicians for each ASE Master Certification.

Recertification Physicals

Employees will pay for their own recertification physicals when using a non-Company doctor. Employees will not pay for using the Company doctor.

Payroll and Paydays

The pay periods are bi-weekly. Paychecks are issued on Friday, unless the pay day falls on a holiday then pay checks will be issued on the day prior to the holiday. Paychecks will be available at 1:00pm on each payday. Pay shortages of more than \$100 will be paid within three (3) business days after the Company has been informed of the shortage. Pay shortages of less than \$100 will be paid in the following pay period payroll. Checks shall be clear and easily understood with all times, rates, and deductions on the stub. Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to the Company. Employees will receive an itemized statement of wages when the Company makes direct deposits.

Termination or Quit

Employees shall give the Company at least five days' notice of their intent to quit. Company terminated employees shall be paid immediately on termination. Employees who quit shall be paid by the next regular payday.

System Transportation

Upon approval of The Client, employees shall be entitled to use the YCAT transit system without charge.

Company Identification and Facility Pass

The Company will issue each employee a badge within ten [10] calendar days following the completion of training. Employees are required to properly display this identification while in uniform.

Required security passes or identification badges will be issue at no expense to the employee. In case of loss or damage through employee negligence, they shall be responsible for the replacement at the Company cost.

Use of "Open Microphone"

Employees are required to use the radio system in a professional manner. If the Operator is unable to respond due to operating the vehicle, the Operator will contact dispatch at the next available time point or safe location whichever is first.

ARTICLE 21 **RUN STRUCTURE**

Operators are defined as follows:

Full-time operators: Those employees that have bid a route scheduled to work at least thirty-five (35) hours per week

Part-time operators: Those employees that have bid a route scheduled to work less than thirty-five (35) hours in a workweek

No more than Fifteen (15%) percent of the total operator workforce will be part-time operators.

All Operators shall be paid for time worked according to assigned pieces of work. These assigned pieces of work include paid time for pre-trip inspections and post-trip inspections. Runs will not be scheduled for more than five (5) days in a workweek and will have no less than two (2) days off per week.

Operators who do not desire to work extra may refuse it, unless a need exists for additional Operators to fill known work. In such instances the work will be assigned by inverse seniority.

In the event an Operator is relieved or sent to the garage prior to completion of his run or assignment for any reason other than disciplinary or as the result of illness, the Operator will be paid the same as had he completed his run or assignment, provided he remains at the garage and is available for emergency work. Emergency work shall be defined as any work arising after posting work assignments for the next day. Operators under this guideline shall not receive any additional work if there are available Extra Board Operators on show up.

No run shall have more than one (1) split or break that is not paid for.

Operators will not be required to participate in any survey except for data information required by the Client.

Eating or drinking during breaks in schedule is permitted as long as the Operator stays with his parked coach and does not cause any delay in schedule.

An operator relieved on the line or while on charter shall be paid travel time to the garage. In the event an operator makes a relief on a line or charter other than at the yard, travel time will be paid to the relief point, and commencing from the time the operator is dispatched from the garage. Any regular run that requires an Operator to travel to a terminal or yard to complete the run shall have travel time included in the run.

Operators who are required to turn in time slips, charter slips, lost and found items, and passenger survey cards shall be paid actual time to do so (time slips for vacations, sick leave, bereavement, etc. excluded).

Mechanics and Utility workers will not have split work shifts.

Rest Period

There shall be ten hours off duty for all operators from one days' work to the next.

Runs

Ninety percent (90%) of all runs will be twelve hours or less on total spread.

The Company agrees to make at least fifty-five percent (55%) of the daily regular runs straight runs.

Piece Runs: Ten percent (10%) of all runs will have up to a thirteen hour spread.
In no case will runs exceed fourteen (14) hours total spread.

Report Time

All runs shall have a fifteen (15) minute pre-trip inspection time for commercial vehicles or (5) minutes for transport vehicles prior to pull out from the division.

If the Company creates an "Extra Board," the rules for the "Extra Board" will be negotiated with the Union. All extra-work will be performed by volunteers first in order of seniority. However, Operators who do not desire to work extra may refuse it, unless need exists for additional Operators to fill known work. In such instances the work will be assigned by inverse seniority.

ARTICLE 22 **CHOICE OF WORK ASSIGNMENTS**

The Company and the Union agree that the present seniority list is a current list, as provided by the Union, and a copy of said list is attached and made part of this Agreement.

Seniority order shall govern the choices of work assignments as provided herein.

It is the responsibility of all employees to be available to complete all system bids.

A bid shall be held at least four (4) times each calendar year, - January or February, April or May, July or August, and September or October. There will be an equivalent number of fixed route and extra board slots equal to Operators. The bid shall have at least one (1) AM Extra Board relief, one (1) PM Extra Board relief and one (1) Extra Board relief. All new hires will be placed on the board until the next bid. The Company shall give ten (10) days prior posting to the commencement of any bid. In the event there becomes a situation that would require a bid in a month other than what is stated the parties will meet and mutually agree upon a time. The bid, along with all information necessary for the Operator to select his work assignment, shall be posted not less than five (5) days prior to the bid. The bidding shall be held by proxy. An employee will fill out a proxy form and then have the form time stamped. The employee must request a copy of the proxy form after it is time stamped and then turn the original form into dispatch by the date stated for close of proxies. In the event that an employee finishes his/her shift after close of business, he/she will be allowed to turn in a proxy form the next morning by 9am. The Company and a Shop Steward will review and assign the new assignments by seniority order. New schedules are to be posted by 2pm of the day after the close of proxy submittal. The new schedule will start not less than the second Friday following the bid. If an employee fails to submit a proxy bid the Union will bid a piece of work as close to their current assignment as possible. Once the information is posted, there will be no change to the bid unless directed by the client. In the event the client changes the bid after the bidding has started, the bid will stop and a new bid will commence. The bid rules and explanations will be in English and Spanish.

Maintenance personnel will select shifts by seniority every six (6) months.

Open Run Bidding

A run vacated by resignation, termination, retirement or death will be bumped starting from the seniority of the person who vacated it.

ARTICLE 23 **BENEFITS**

Health Insurance

Full-time employees will be offered benefits the first of the month following thirty (30) days of employment. The Employer will offer to full-time employees a health care plan, dental plan, vision plan, short term disability plan, long term disability plan, life insurance and supplemental life insurance in accordance with eligibility requirements and rules of the plans as may be amended from time to time.

- A. Health Care – The Employer will pay 65% of the cost of the health care plan and the Employee will pay 35% of the cost of the health care plan. The contributions listed below are “per-pay period” deductions.

Contributions as of October 1, 2015			
Cost Share	Total Monthly	% of ER Contribution	% of EE Contribution
Medical		65.00%	35.00%
Employee Only	\$573.48	\$186.38	\$100.36
Employee + Spouse	\$1,255.90	\$408.17	\$219.78
Employee + Children	\$1,089.60	\$354.12	\$190.68
Family	\$1,743.34	\$566.58	\$305.09

The employee and employer agree to share in future cost increases to the total plan premium by 90% (Employer) and 10% (Employee).

- B. Dental Plan – The Employee will pay 100% of the cost of the Dental Plan.
 C. Vision Plan – The Employee will pay 100% of the cost of the Vision plan.
 D. Short Term Disability Plan – The Employee will pay 100% of the cost of the Short Term Disability Plan.
 E. Long Term Disability Plan – The Employer will pay 100% of the cost of the Long Term Disability Plan.
 F. Life Insurance Plan – The Employer will provide a life insurance policy of \$25,000 at no cost to Full-Time Employees
 G. Supplemental Life Insurance – The Employee will pay 100% of the cost of the Supplemental Life Insurance.
 H. The parties may enter into a separate Memorandum of Understanding regarding the possibility of adding supplemental insurance using National Benefits Consulting.
 I. The Company will continue to offer “Met Law” (provided it remains available to the Company) insurance for those employees who wish to enroll. The employee will pay 100% of the cost. As of the ratification of this Agreement the base cost per month is \$17.30.

RETIREMENT PLAN (401K Plan)

Employees shall be able to participate in the Company’s 401 (K) Plan, as set forth in the plan document. The Company will match each employee’s contribution as set forth in the plan document. Employees may contribute up to the maximum allowed by law and will be fully vested in the Company’s contribution according to the plan document.

ARTICLE 24
ASSIGNABILITY

This Agreement shall be binding upon the successors and assignees of the parties and no provision, terms or obligations contained in the Agreement shall be modified, altered or changed in any respect as a result of the sale, merger, transfer or assignment of either party. Likewise, this Agreement shall not be changed, modified, or altered as a result of the change in ownership or management of either party.

ARTICLE 25
COMPLETE AGREEMENT

The terms of this Collective Bargaining Agreement constitutes the complete and entire Collective Bargaining Agreement. The parties acknowledge that during the negotiations which resulted in this Collective Bargaining 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.

No provisions or terms of this Agreement may be amended, modified, changed, altered or waived except by a majority ratification of the bargaining unit.

ARTICLE 26 **PROBATION**

Probation Period

All new employees shall have a Probationary Period of ninety [90] calendar days from their date of hire. The Probationary Period may be extended, by mutual agreement between the Company and the Union for an additional 30 calendar days. Employees on probation may be disciplined or discharged at the discretion of the Company and such actions shall not be subject to review by any provision of this Agreement, including Article 12. Employees will serve one Probationary Period. The Company shall notify the employee and the Union when an employee has completed the Probationary Period. An employee shall be placed on the appropriate seniority list with his original hire date serving as the seniority date. At ratification employees on old probation must finish that probationary term. Transferring employees need not serve a new probation.

ARTICLE 27 **ATTENDANCE**

Regular attendance is expected of every employee.

An employee unable to report for work will attempt to telephone Dispatch as soon as possible, but in no event less than one (1) hour prior, to the beginning of the employee's scheduled work shift and inform Dispatch of the impending absence and the reason for it. If no one answers, the Employee is to leave a voicemail message.

If an employee calls off and then is able to show up prior to their report time they will be allowed to perform any available bargaining unit work at that time.

An employee may trade work shifts with another employee only with prior approval of a supervisor without such shift change being classified as a chargeable or non-chargeable absence. The Company will be given a forty-eight (48) hour notice of said shift change.

Emergencies documented to the satisfaction of the Company may be accepted by the Company as a waiver of the conditions of this Article.

No-Call No-Show

An employee who fails to report his/hers absence as herein above provided or whose absence is for other than personal illness, bereavement, as herein provided or other good cause, shall be dropped from the rolls of the Company, if the employee does not report for work on or before the beginning of his work shift on the second consecutive calendar day of his absence. An employee whose service is terminated shall be reinstated only if he supplies evidence that his failure to comply with the terms hereof was justified by reasonable cause.

Discipline for No-Call No-Shows (NCNS) will be handled with the following discipline in a rolling twelve (12) month period:

1 st	NCNS	Written Warning
2 nd	NCNS	Final Written Warning
3 rd	NCNS	Subject to Termination
2 Consecutive Days NCNS will be subject to termination		

Absences, Miss Outs/ Late and No-Call/No-Shows will not be used in conjunction.

When an employee is unable to work because of illness or injury, the employee may be requested by the Company, to furnish written certification of the same by a medical doctor before such employee returns to work, provided an employee's record of illness or injury so warrants.

Excessive absenteeism is cause for discharge.

Written notice of a violation for verbal, written, status notice or infraction shall not be issued to the employee, later than five (5) calendar days after the violation or infraction occurred or after such infraction was known to the company, whichever is the latter (holidays, days off, sickness, vacation and leave of absence excluded).

Absences

Employee absences shall be classified into two (2) categories Chargeable and Non-chargeable.

- A. A non-chargeable absence is defined as all-time granted by the labor contract (vacation, holidays, paid sick leave, bereavement, jury or witness, military service, leave of absence, trades, etc.) Other non-chargeable absences shall include time off granted by the Manager due to level of activity, on the job injury, documented weather emergencies, and unavoidable accidents or emergencies documented to the satisfaction Of the Company.
- B. A chargeable absence is defined as each instance where an employee misses any amount of assigned work. Such chargeable absence shall include non-work related personal illness or injury. Absences documented by a doctor's excuse will be excused. No more than two (2) absences documented by a doctor's excuse will be excused in a rolling (12) month period.

Discipline for excessive absences will be based on a rolling twelve (12) month period. The appropriate action for an excessive number of chargeable absences as set forth above is defined as follows:

Four	(4)	Chargeable Absences-Written Warning
Five	(5)	Chargeable Absences-Written Warning
Six	(6)	Chargeable Absences-Final Written Warning
Seven	(7)	Chargeable Absences-Subject to Discharge

An employee with seven (7) chargeable absences will be subject to discharge. The Company, decision whether or not to effect discharge will include a review of the nature of and reasons for all chargeable absences within the rolling twelve (12) month period immediately preceding the seventh (7) chargeable absence.

Miss Outs/Late

Miss Outs/ Late - are to be used only when an operator is late for his report time.

Operators will be charged with a miss out as follows:

- A. Each failure of an Operator to report for duty at the proper time and at the proper place at which the employee assigned duties are scheduled to start.
- B. Any Operator who misses out/tardy shall notify the dispatcher within one (1) hour after report time by telephone or in person.
- C. When an Operator reports for his run or work assignment later than the beginning of his preparation time, he may be placed on his run or shall accept other work if offered. Other work if offered to a Miss out/tardy Operator shall not be assigned ahead of a show-up Operator working straight time.
- D. Discipline for excessive miss outs/late will be based on a rolling twelve (12) month period. The appropriate action for an excessive number of miss outs/late is defined as follows:

Four	(4)	Miss outs/Late Written Warning
Five	(5)	Miss outs/Late Written Warning
Six	(6)	Miss outs/Late Final Written Warning
Seven	(7)	Miss outs/Late Subject to Discharge
Eight	(8)	Miss outs/Late Discharge

- F. In the event an employee is not requested to work after reporting in, he shall be charged with a miss out/tardy not an absence. If any employee is requested but cannot work, he shall be charged with an absence not a miss out/tardy.

Excessive absenteeism/ miss outs/late are cause for discharge.

This is defined as: The continued necessity to administer warnings and reprimands shall be sufficient cause for the discharge of an employee as outlined in this Article. For those employees that fail to follow the Attendance requirements as outlined in this Article, and reach a level of a final written warning for absences and miss outs/late in combination will result in the following:

Six (6) Final Written Warnings within one (1) year Subject to Discharge

The Company agrees to furnish the Union, upon request, copies of the applicable forms to facilitate the Union's investigation of grievances concerning the application of this Article.

ARTICLE 28 **DURATION AND CONTINUITY OF SERVICE**

It is recognized that the parties are engaged in rendering a public service and that they will comply with all applicable valid rules, regulations and orders of duly constituted public regulatory bodies. The parties agree that nothing contained in this agreement shall be construed to conflict or be inconsistent or incompatible with such rules, regulations or orders.

During the term of this Agreement, neither the Union nor its members shall call, sanction, assist, and engage in any strike, slow down or stoppage of Company work. The Union will require its members to perform their services for the Company when required to do so except for a refusal by the Company to abide by the terms of the grievance and arbitration process of this Agreement. Employees participating in any unauthorized strike, work stoppage or slowdown shall be subject to immediate termination. Refusal of employees to cross a primary picket line of another employer, if approved by the Central Labor Council, shall not be cause for discipline or discharge not be construed to be a violation of this Agreement.

This Agreement shall be effective from July 1, 2015 and continue through June 30, 2019 except as changes, amendments or supplements may be mutually agreed during its term and reduced to writing. This Agreement shall be automatically renewed from year to year thereafter, unless either party gives written notice of a desire to modify, amend or terminate same at least 90 days but not more than 120 days prior to the expiration of any anniversary date thereof.

The parties have executed this Agreement this ____ day of February 2016.

ATU Local 1433

National Express Transit Services Corporation

Name: Bob Bean

Name: Gary Waits

Signature: _____

Signature: _____

Date: _____

Date: _____

ATU Local 1433

National Express Transit Services Corporation

Name: Michael L. Cornelius

Name: Mark Foster

Signature: _____

Signature: _____

Date: _____

Date: _____

ATU Local 1433

Name: Dwayne Session

Signature: _____

Date: _____

ATU Local 1433

Name: Dwayne Session

Signature: _____

Date: _____