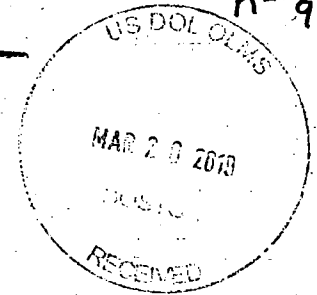


015-602

K# 9911



LABOR AGREEMENT BETWEEN

KIESSLING TRANSIT, INC.,

MWRTA FACILITY

AND

AMALGAMATED TRANSIT UNION, LOCAL 22, AFL-CIO

July 1, 2016 through June 30, 2019

TABLE OF CONTENTS

PREAMBLE.....2
ARTICLE 1 – RECOGNITION.....2
ARTICLE 2 – MANAGEMENT RIGHTS.....2
ARTICLE 3 – UNION SECURITY AND RECOGNITION.....3
ARTICLE 4 – BARGAINING UNIT WORK.....3
ARTICLE 5 – SERVICE CURTAILMENTS.....3
ARTICLE 6 – MISCELLANEOUS.....3
ARTICLE 7 – UNION REPRESENTATIVES.....4
ARTICLE 8 – NO STRIKES/NO LOCKOUTS.....4
ARTICLE 9 – PROBATIONARY PERIOD.....5
ARTICLE 10 – GRIEVANCE AND ARBITRATION.....5
ARTICLE 11 – DISCIPLINE.....7
ARTICLE 12 – BIDDING.....8
ARTICLE 13 – LAY-OFFS.....8
ARTICLE 14 – BULLETIN BOARDS.....8
ARTICLE 15 – WORKWEEK AND HOURS OF WORK.....8
ARTICLE 16 – VACATIONS.....9
ARTICLE 17 – PERSONAL TIME OFF/SICK TIME.....10
ARTICLE 18 – HOLIDAYS.....11
ARTICLE 19 – WAGES.....11
ARTICLE 20 – BENEFITS.....13
ARTICLE 21 – FUNERAL LEAVE.....13
ARTICLE 22 – JURY DUTY.....13
ARTICLE 23 – UNIFORMS.....13
ARTICLE 24 – 401K.....14
ARTICLE 25 – SUCCESSORSHIP.....14
ARTICLE 26 – STABILITY OF AGREEMENT.....14
ARTICLE 27 – CLIENT OVERVIEW.....14
ARTICLE 28 – LIFE INSURANCE.....15
ARTICLE 29 – LEAVE OF ABSENCES.....15
ARTICLE 30 – SAVINGS CLAUSE.....15
ARTICLE 31 – DURATION OF AGREEMENT.....15

TABLE OF CONTENTS

PREAMBLE.....2

ARTICLE 1 – RECOGNITION.....2

ARTICLE 2 – MANAGEMENT RIGHTS.....2

ARTICLE 3 – UNION SECURITY AND RECOGNITION.....3

ARTICLE 4 – BARGAINING UNIT WORK.....3

ARTICLE 5 – SERVICE CURTAILMENTS.....3

ARTICLE 6 – MISCELLANEOUS.....3

ARTICLE 7 – UNION REPRESENTATIVES.....4

ARTICLE 8 – NO STRIKES/NO LOCKOUTS.....4

ARTICLE 9 – PROBATIONARY PERIOD.....5

ARTICLE 10 – GRIEVANCE AND ARBITRATION.....5

ARTICLE 11 – DISCIPLINE.....7

ARTICLE 12 – BIDDING.....8

ARTICLE 13 – LAY-OFFS.....8

ARTICLE 14 – BULLETIN BOARDS.....8

ARTICLE 15 – WORKWEEK AND HOURS OF WORK.....8

ARTICLE 16 – VACATIONS.....9

ARTICLE 17 – PERSONAL TIME OFF/SICK TIME.....10

ARTICLE 18 – HOLIDAYS.....11

ARTICLE 19 – WAGES.....11

ARTICLE 20 – BENEFITS.....13

ARTICLE 21 – FUNERAL LEAVE.....13

ARTICLE 22 – JURY DUTY.....13

ARTICLE 23 – UNIFORMS.....13

ARTICLE 24 – 401K.....14

ARTICLE 25 – SUCCESSORSHIP.....14

ARTICLE 26 – STABILITY OF AGREEMENT.....14

ARTICLE 27 – CLIENT OVERVIEW.....14

ARTICLE 28 – LIFE INSURANCE.....15

ARTICLE 29 – LEAVE OF ABSENCES.....15

ARTICLE 30 – SAVINGS CLAUSE.....15

ARTICLE 31 – DURATION OF AGREEMENT.....15

ARTICLE 3 – UNION SECURITY AND RECOGNITION

- A. The employer recognizes the Union as the exclusive bargaining agent with respect to wages, hours and conditions of employment for all employees covered by the terms and conditions of this Agreement.
- B. All employees represented by the Union shall be required, after 90 calendar days of employment, to become and remain members in good standing of the Union. Union membership does not afford an employee access to any grievance process during the probationary period.
- C. The Union shall indemnify and hold harmless the Company from all claims, demands, suits, or any other forms of liability of any kind which may arise out of actions taken or omitted by the Company for the purpose of compliance with the provisions of this Article of the Agreement.
- D. The Company agrees to check off dues, fees, assessments and COPE to be taken from Union members after proper notification from the Union.
- E. The Company will send an updated roster to the Union Business Agent at the beginning of each month.

ARTICLE 4 – BARGAINING UNIT WORK

- A. It will be the Company's policy not to allow Non-Bargaining unit employees to do Bargaining unit work except in emergencies, with agreement from the Union. Such agreement shall not be unreasonably withheld.
- B. Permanent vacancies will be posted for bid and filled within forty-five (45) days of the vacancy. Positions which the Company will not fill are not subject to posting.

ARTICLE 5 – SERVICE CURTAILMENTS

Service will be curtailed when a State of Emergency has been declared by the Governor for weather-related reasons within the service area and/or when weather conditions on a particular route or portion thereof do not allow for safe operations.

ARTICLE 6 – MISCELLANEOUS

- A. Bus Operators will be required to do pre trip inspections of their vehicles daily. Any initial vehicle inspection of the day will be compensated in the amount of fifteen (15) minutes pay. Any second trip inspection of the same vehicle by a different Operator will be compensated in the amount of five (5) minutes pay.
- B. The Company will provide revenue vehicles in a safe state of repair.

- C. Employees will be paid up to three (3) hours for a drug and alcohol test.
- D. The Company agrees to compensate the Union Steward for all mutually agreed meetings with the Company, for attendance at grievance hearings/meetings and for attendance at Union sponsored meetings, by paying regular wages for the time devoted to such meetings. The Union will fully reimburse the Company for the Stewards' time spent at Union sponsored meetings.

ARTICLE 7 – UNION REPRESENTATIVES

- A. All business related to this Agreement shall take place between the properly accredited officers and agents of the Company, and the elected officers of the Union. The Union shall provide the Company with a list of Union officers and stewards and shall notify the Company when a change in officers or stewards occurs.
- B. Business representatives of the Union shall be permitted limited access to the Company's premises during regular business hours for the purpose of determining that the Agreement is being observed. Adjustment of complaints and grievances with the Company will be handled during the regular business office hours. Union visitors must check in with the General Manager, or designee, prior to a site visit and may enter locations beyond the drivers' lounge only with specific permission of the Company. In no event may any visitor interfere with the business of the Company.

ARTICLE 8 – NO STRIKES/NO LOCKOUTS

- A. It is recognized that the Company and its employees are obligated to perform an essential public service, and that this service must be continuously performed to the fullest extent. If, for any reason, performance of duties involves undue difficulty, members of the Union will not cease work but will immediately address the matter in an orderly way as provided in this Agreement.
- B. During the term of this Agreement, the grievance machinery of this Agreement and the administrative and judicial remedies provided by statute for remedying unfair labor practices shall be the sole and exclusive means for settling any dispute between the employees or the Union and the Company. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, including a sympathy strike, slowdown, refusal to cross a picket line, stoppage of work, refusal to perform assigned work, or any other intentional interruption of service or production, regardless of the reason for so doing. Should the Union feel it is unsafe for an employee to cross a picket line the Union and the Company shall meet to find a safe way to resolve the employee's concerns.
- C. The Union recognizes that in the event of a work action, as described above, the Union, its Officers and Stewards, have an obligation and a duty to urge any and all employees who may be involved in such activity to cease such activity and to immediately return to work.

In no event shall the Officer or Steward who is an employee of the Company engage in any activity prohibited by this Article.

- D. An employee, who has been determined by the Company to have violated the provisions of this Article, may be disciplined up to and including discharge.
- E. The Company shall institute no lockout of employees during the terms of this Agreement.

ARTICLE 9 – PROBATIONARY PERIOD

- A. An employee shall be on probation for the first 90 calendar days from the date of hire and or placement into any other represented position.
- B. A probationary period shall constitute a trial period during which the Company will determine the employee's ability, competency, fitness and other qualifications needed to do his or her required job. However, the Company has the absolute right to discipline or discharge any probationary employee and such discipline or discharge will not be subject to the grievance and arbitration procedure.
- C. An employee who is awarded a different position out of the bargaining unit shall serve a trial period for the first 90 calendar days following the commencement date for the position. The Company has the right to return the employee to the employee's previously held position at any time during the trial period and the employee will retain the seniority and return to the wage scale in the previous bargaining unit position. Should the employee return to the bargaining unit after 90 calendar days, the employee will be assigned to the bottom of the seniority list for all purposes (including layoffs, recall and job bidding) except they will retain the earned vacation weeks.

ARTICLE 10 – GRIEVANCE AND ARBITRATION

- A. For the purpose of this Agreement, a grievance is defined as any dispute between the parties concerning the meaning, interpretation, application or alleged violation by the Company of the written terms of this Agreement. Disciplinary action may be grieved under this Article for non-probationary employees.
- B. Grievances shall be processed in the following manner:

STEP 1. The Company and the Union believe in order to foster good Labor – Management relations, potential grievance issues may be best addressed if they are informally discussed as early as possible after the issue is known. Therefore, the Company and the Union encourage employees to discuss the matter with the employee's Department Manager as soon as possible after the issue comes to the employee's attention. Grievances must be submitted to the Department Manager no later than ten (10) business days after the Union or the employee knew of the event, occurrence or nonoccurrence giving rise to

the grievance. The Department Manager must give a written response to this first step grievance within ten (10) business days.

Grievances concerning termination from employment may be submitted directly to STEP 2 of the grievance procedure.

STEP 2. In the event the grievance is not resolved at STEP 1, the Union Business Agent, Steward or designee may submit the grievance in writing to the General Manager, or designee, within seven (7) business days following the date of the Company's STEP 1 answer or the date the Company's STEP 1 answer was due. The General Manager, or designee, shall respond to the Grievance in writing within seven (7) business days after receipt of the STEP 2 Grievance.

In the event the grievance is not resolved at STEP 2, the Union may refer the Grievance to arbitration by giving written notice to the General Manager or designee of its intent to arbitrate within thirty (30) business days following the date of the General Manager's or designee's response at STEP 2 or within thirty (30) business days of when the response was due.

After giving written notice of intent to arbitrate, within ten (10) business days the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of five (5) names of impartial Arbitrators in the region nearest to the Company's premises. No "FMCS Priority appointments" are permitted. The Company and the Union shall select from the list of Arbitrators provided by FMCS, alternately strike names from the list until only one (1) name remains, the parties shall alternate who strikes first. The remaining Arbitrator shall act as the impartial Arbitrator who shall hear and decide the issue.

- C. This Collective Bargaining Agreement shall be the first joint exhibit in any arbitration proceeding. The Arbitrator shall be without authority or jurisdiction to add to, remove from, alter, or otherwise amend in any way any provision of this Agreement. The jurisdiction and authority of the Arbitrator shall be for the determination of such grievance, expressly limited to the interpretation, application and compliance with the provisions of this Agreement. The Arbitrator shall decide disciplinary cases based upon the preponderance of the evidence standard of proof.
- D. The fee and all related expenses of the Arbitration shall be shared equally between the Company and the Union. Each party shall be responsible for costs it incurs and for the expenses of presenting its case. Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the Arbitrator.
- E. The Arbitrator's decision shall be in writing and served on the Company and Union, and is due 30 calendar days follow the date of hearing or submission of briefs by the parties. The

decision of the Arbitrator shall be final and binding upon the Company, the Grievant and the Union.

- F. An Operator can be made whole, however, there shall be no remedy fashioned in any grievance in which back pay or benefit is awarded retroactively for more than ten (10) business days prior to the date on which the Step 2 written grievance was filed.
- G. It is the intent of the parties that the time limits provided for in this Article shall be strictly adhered to. Exceptions to the foregoing time limits shall be made only upon mutual written agreement of the parties.
- H. The failure of the Company to respond to the grievance within the appropriate time at any step shall be considered a denial, and the Grievant(s) or the Union may move the grievance to the next step of the procedure.

ARTICLE 11 – DISCIPLINE

- A. The Company shall not discipline a non-probationary employee without just cause. However, nothing shall prevent the Company from removing an employee from work while it conducts an investigation. Any necessary disciplinary investigation will not last more than ten (10) calendar days from the date on which the incident arose without written consent of the Union.
- B. The Company recognizes the general concept of progressive discipline, including such possible actions as written warnings, suspension, and discharge. It is the understanding of both parties that discipline is defined as written warnings, suspensions and discharges. The Company and the Union agree that some infractions, such as, for example, dishonesty, fighting or assault in the workplace or while on duty, insubordination, violation of the Company's Drug and Alcohol policy, failure to report an accident, incident, or moving violation, harassment of any kind and major safety infractions, are of such a serious nature that they may be addressed by discharge on the first offense.
- C. The Union Steward and Business Agent will be provided a copy of all discipline.
- D. When the Company intends to dismiss an employee the Company will notify the business agent so that he/she can be present when the employee is notified of the dismissal. In the case of serious infractions the Company may suspend the employee immediately, pending a hearing to be attended by the employee and the business agent.
- E. The Company will have 72 hours after knowledge of a specific offense alleged to charge an employee. If a holiday occurs within this period, the 72 hours shall be extended by one (1) business day. Such employee will then be given a copy of the charges and provided the opportunity to answer the charges before final disciplinary action is taken by the Company.

ARTICLE 12 – BIDDING

- A. Operators shall choose runs in accordance with seniority of continuous service as an operator, the most senior employee in continuous service to have first choice. The Company will put up all runs for bid, as provided by the MWRTA, at the closing and opening of the Framingham public schools and by no later than January 15th.
- B. The Company will provide the Union with the bidding schedules four (4) weeks prior to the bid for review. If errors have been identified, the Union and the Company will meet to resolve the errors. The Company will then post the schedules for at least five (5) days prior to the bid.
- C. If a job's outside time changes, the Union and the Company agree they will conduct a bid from the affected route down.
- D. All bargaining unit members must bid a job.
- E. For all practicable purposes, runs will not be split shifts.

ARTICLE 13 – LAY-OFFS

When it becomes necessary to reduce the workforce in any department, it shall be on a seniority basis, that is, the least senior employee in service within the department shall be the first laid off. When it becomes necessary for the Company to hire, those laid off shall be given first choice in the department in which they worked on a seniority basis.

ARTICLE 14 – BULLETIN BOARDS

The Company shall provide the Union with space for a bulletin board for its own use. All material posted on the Union bulletin board shall be limited to the official business of the Union in its role as the exclusive bargaining agent of this bargaining unit, and shall be approved and initialed by the authorized Union Executive prior to being posted. It is understood that no offensive or derogatory material shall be placed on such bulletin board.

ARTICLE 15 – WORKWEEK AND HOURS OF WORK

- A. The workweek shall begin at 12:01 AM on Sunday and shall end at Midnight Saturday. Employees shall be paid weekly.
- B. Full time employees shall have seniority over part-time employees. A part-time employee is anyone regularly scheduled to work less than thirty-seven and a half (37½) hours per week.
- C. There shall be a minimum guarantee of thirty-nine (39) hours per week for full time Operators. The parties agree that the thirty-nine (39) hours shall be provided in no more than five (5) work days. Pursuant to Article 5, bargaining unit employees shall not be paid

for hours not worked due to a curtailment of service. Employees shall be allowed to use any available paid leave to cover the service curtailment.

- D. Time and one half shall be paid to all employees for all hours actually worked in excess of forty (40) hours per week. For purposes of this section, hours actually worked shall include vacation hours and personal leave approved by the Company and Union business per section D of Article 6.
- E. All open work if known will be offered by seniority to Operators with a scheduled bid day off on that day. All open work not known will be called out by seniority to available Operators, with the understanding that if there is a last-minute vacancy on a specific route (of less than ninety (90) minutes), the prior Operator on that route will first be offered to cover the available work on the same route. All open work will be offered to full-time employees before part-time employees.
- F. The Company will guarantee two (2) hours of work to an employee called in from home.
- G. Part-time employees will be limited to forty (40) hours per week including their regular work schedule, unless all full-time employees have been offered and declined available overtime.

ARTICLE 16 – VACATIONS

- A. Full-time employees covered by this Agreement shall receive vacation with pay each year, as follows:

Total Years of Full-time employment with Kiessling Transit and First Transit	Vacation
After one (1) year	One (1) week
After three (3) years	Two (2) weeks
After five (5) years	Three (3) weeks
After ten (10) years	Four (4) weeks

Employees employed as of the ratification date of this Agreement, who had worked for either Natick Neighborhood Bus or Framingham Lift and commenced employment with First Transit/Metro-West immediately from that employment will be given one (1) year additional credit with Kiessling Transit for the purposes of determining his/her vacation allowance.

- B. In order to receive full vacation, an employee must have worked at least 80% of his or her scheduled work hours during the year on which the vacation is based. If an employee works less than 80%, his or her vacation will be prorated to the nearest full workday. Work days absent for paid vacation, paid holidays, paid funeral leave, jury duty, FMLA and Union business will be counted as days worked for purposes of this provision.

- C. A vacation bid shall be conducted each December and completed by December 15th and shall be bid by Company seniority. All bargaining unit employees will pick vacation weeks in seniority order. No more than two (2) employees may bid the same vacation week. For employees ineligible to bid a week's vacation in December, they shall be allowed to bid their week on their anniversary. The vacation year shall be defined as January 1st through December 31st.
- D. Open weeks of vacation, not picked at the vacation bid, must be requested at least two (2) weeks in advance.
- E. Part-time employees who have completed one full year of employment shall receive one week vacation with pay based on the average weekly earnings of the employee at the time of vacation, not necessarily the average weekly earnings at the time the employee bid for vacation.
- F. Employees with vacation must take at least one (1) week of vacation every year. They may, at their option, work through the balance of their vacation and be paid for that vacation in the next pay period.

ARTICLE 17 – PERSONAL TIME OFF/SICK TIME

Full time employees covered by this Agreement shall receive, after ninety (90) days of service, five (5) personal days off per year with a maximum of eight (8) days to be accumulated in the employee's usage bank at any time. The Company shall comply with M.G.L. c. 149, § 148C (the "Sick Time Law") with regard to the administration of this provision. Part time employees covered by this Agreement shall receive, after ninety (90) days of service, personal days off consistent with the Sick Time Law. It is understood that the time off provided under this section shall be included as part of, and not be in addition to, the requirements of the Sick Time Law. Full-time employees shall receive five (5) days on July 1, 2016 and part-time employees shall receive the amount of days or hours based on their scheduled hours from January 1 through June 30, 2016, with First Transit.

Personal days can be used for periods of sickness, subject to compliance with the Company's call in procedure.

for hours not worked due to a curtailment of service. Employees shall be allowed to use any available paid leave to cover the service curtailment.

- D. Time and one half shall be paid to all employees for all hours actually worked in excess of forty (40) hours per week. For purposes of this section, hours actually worked shall include vacation hours and personal leave approved by the Company and Union business per section D of Article 6.
- E. All open work if known will be offered by seniority to Operators with a scheduled bid day off on that day. All open work not known will be called out by seniority to available Operators, with the understanding that if there is a last-minute vacancy on a specific route (of less than ninety (90) minutes), the prior Operator on that route will first be offered to cover the available work on the same route. All open work will be offered to full-time employees before part-time employees.
- F. The Company will guarantee two (2) hours of work to an employee called in from home.
- G. Part-time employees will be limited to forty (40) hours per week including their regular work schedule, unless all full-time employees have been offered and declined available overtime.

ARTICLE 16 – VACATIONS

- A. Full-time employees covered by this Agreement shall receive vacation with pay each year, as follows:

Total Years of Full-time employment with Kiessling Transit and First Transit	Vacation
After one (1) year	One (1) week
After three (3) years	Two (2) weeks
After five (5) years	Three (3) weeks
After ten (10) years	Four (4) weeks

Employees employed as of the ratification date of this Agreement, who had worked for either Natick Neighborhood Bus or Framingham Lift and commenced employment with First Transit/Metro-West immediately from that employment will be given one (1) year additional credit with Kiessling Transit for the purposes of determining his/her vacation allowance.

- B. In order to receive full vacation, an employee must have worked at least 80% of his or her scheduled work hours during the year on which the vacation is based. If an employee works less than 80%, his or her vacation will be prorated to the nearest full workday. Work days absent for paid vacation, paid holidays, paid funeral leave, jury duty, FMLA and Union business will be counted as days worked for purposes of this provision.

- C. A vacation bid shall be conducted each December and completed by December 15th and shall be bid by Company seniority. All bargaining unit employees will pick vacation weeks in seniority order. No more than two (2) employees may bid the same vacation week. For employees ineligible to bid a week's vacation in December, they shall be allowed to bid their week on their anniversary. The vacation year shall be defined as January 1st through December 31st.
- D. Open weeks of vacation, not picked at the vacation bid, must be requested at least two (2) weeks in advance.
- E. Part-time employees who have completed one full year of employment shall receive one week vacation with pay based on the average weekly earnings of the employee at the time of vacation, not necessarily the average weekly earnings at the time the employee bid for vacation.
- F. Employees with vacation must take at least one (1) week of vacation every year. They may, at their option, work through the balance of their vacation and be paid for that vacation in the next pay period.

ARTICLE 17 – PERSONAL TIME OFF/SICK TIME

Full time employees covered by this Agreement shall receive, after ninety (90) days of service, five (5) personal days off per year with a maximum of eight (8) days to be accumulated in the employee's usage bank at any time. The Company shall comply with M.G.L. c. 149, § 148C (the "Sick Time Law") with regard to the administration of this provision. Part time employees covered by this Agreement shall receive, after ninety (90) days of service, personal days off consistent with the Sick Time Law. It is understood that the time off provided under this section shall be included as part of, and not be in addition to, the requirements of the Sick Time Law. Full-time employees shall receive five (5) days on July 1, 2016 and part-time employees shall receive the amount of days or hours based on their scheduled hours from January 1 through June 30, 2016, with First Transit.

Personal days can be used for periods of sickness, subject to compliance with the Company's call in procedure.

ARTICLE 20 – BENEFITS

- A. Upon completion of the probationary period, all full-time employees shall be eligible to enroll in medical plan(s) offered by the Company. The Company's current contribution to the cost of such plan(s) is 60%.
- B. Upon completion of the probationary period, all full-time employees shall be eligible to enroll in dental plan(s) offered by the Company. The Company's current contribution to the cost of such plan(s) is 60%.
- C. Any other benefits offered by the Company shall be at the cost of the employee.

ARTICLE 21 – FUNERAL LEAVE

Paid funeral leave of three (3) days will be paid to employees in the event of the death of the employee's spouse, mother, father, sister, brother, children, step parents, step children, step brother/sister, adopted children, grandparents, grandchildren, father/mother-in-law and domestic partner. Paid funeral leave of two (2) days will be paid to employees in the event of the death of the employee's brother-in-law or sister-in-law. Proof of death may be requested.

ARTICLE 22 – JURY DUTY

- A. Employees shall be released from work when serving on jury duty. Full time employees shall be paid up to five (5) days per contract year for such service. Upon release from jury duty, the employee must notify the Company of his or her release and return to work if required. The employee will be permitted to keep juror fees received. The employee will be required to submit proof of such service upon return to work.
- B. Employees attending court on Company business shall be excused for the day and shall be paid wages as if engaged in their regular work.
- C. Employees must provide two (2) weeks' notice of jury duty.

ARTICLE 23 – UNIFORMS

Bus Operators are required to wear uniforms as directed by the Company. Upon commencement of revenue service, the Company will provide Bus Operators with issued uniform items (i.e., 3 short sleeve shirts; 1 fleece; 1 jacket; 1 baseball cap; 1 winter cap) and shall replace worn or damaged items as necessary. Operators shall provide their own dark pants or shorts and closed toe shoes.

ARTICLE 24 – 401K

- A. By no later than January 1, 2017, the Company shall establish a 401(k) plan. The Company shall deduct monies for any full-time employee wishing to participate in the Kiessling Transit, Inc. 401(k) Plan. The 401(k) match equals \$.50 for each \$1.00 contributed by the employee, up to a maximum of 6% of the employee's annual compensation (i.e. the Company match will be a maximum of 3% annual compensation).
- B. The terms and conditions of the 401(k) Plan are at the discretion of Kiessling Transit, Inc.

ARTICLE 25 – SUCCESSORSHIP

This Agreement and any supplements hereto adopted by the parties shall be binding in all respects upon the Company and its successors and assigns. It is agreed that, in the event of a sale or assignment of its business or operations, in whole, or in part, the Company shall inform its successors or assigns of the provisions of this Article.

ARTICLE 26 – STABILITY OF AGREEMENT

- A. No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.
- B. The failure of the Company or the Union to insist on any one or more incidents, or upon performance of any of the terms of the Agreement, will not be considered as a waiver or relinquishment of the right of the Company or the Union to future performance of any such terms, and the obligations of the Company and the Union to such future performance will continue in full force and effect.

ARTICLE 27 – CLIENT OVERVIEW

The Client shall be able to designate to the Employer individuals, who may no longer work for the operation. This determination is not reviewable under the grievance and arbitration procedure. The client will be required to furnish the Company with written documentation of a performance related incident warranting the removal of an employee. The Union will be given a copy of the documentation upon request. The Regional Director of Operations, or designee, will make an effort to discuss the removal with the client and attempt to come to a resolution. In the event that the Client maintains its position on removal, the employee, upon separation, will be considered to have been laid off and will be paid one week's pay for each year of service at the employee's applicable wage rate.

ARTICLE 28 – LIFE INSURANCE

The Company will provide \$25,000.00 in life insurance coverage to active, non-probationary full-time employees.

ARTICLE 29 – LEAVE OF ABSENCES

The Company will comply with the terms of the Family Medical Leave Act.

ARTICLE 30 – SAVINGS CLAUSE

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

ARTICLE 31 – DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2016 through and including 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 date or any anniversary date thereof.

For the Company
Kiessling Transit, Inc.

Roger Kiessling 9-22-16
Lisa Kiessling
Kimberly A. Perna

Date: ~~9-22-16~~
9-22-16

For the Union
ATU Local #22

Kenneth Kephart 9-22-16
Kenneth Kephart, Business Agent
Laura Perna 9/22/16
Laura Perna, Secretary
James Francis
James Francis, Steward

Date:



**KIESSLING
TRANSIT INC.**

KTI (KK) (EK)

Memorandum of Understanding between _____ at MWRTA and ATU Local 22 regarding Continuous Audio/Video Monitoring on MWRTA vehicles and property

In regards to continuous audio and video monitoring on MWRTA fixed route buses the parties agree to the following:

The company may review 60 minutes of audio/video to be based upon time of alleged incident or complaint. Time frame viewed will be 30 minutes before and after time of alleged incident or complaint and will be documented in all cases. The agreed upon types of complaints or events that would trigger an investigation will include claims or accusations of assault, motor vehicle accidents or incidents of a serious nature and documented observations of a supervisor or manager. Other types of complaints that will trigger audio/video review will include complaints received through the client information line, Twitter, Operations Log, or any valid anecdotal source.

Complaints must be documented by the Company and time stamped upon receipt. A copy of any complaint used for discipline will be sent to the Union

During the course of audio/video review if an operator is found to be in violation of a Major infraction of a nature other than that reported in the complaint, the company may take action against the operator.

If a vehicle is found to have unreported damage the Company may view the vehicles' previous service day in its' entirety to determine the cause of damage. If a Major infraction is found to occur within 30 minutes of any incident determined to be the cause of the unreported damage the company may take action against the operator.

If, through audio/video review, an operator is found to have committed a work rule or policy violation twice within a twelve month period, the company may randomly audit one hour of video during the operators service day. The Shop Steward or Business Agent will be notified by MDT, radio, phone or email of the Companies intent to audit said operator. The operator must be in service at the time of notification and the time frame of the audit must be stated. Only that service day in which notification is given may be audited and within the time frames specified.

Term of audit will be one hour per month for six months.

(EK)

RK

