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Agreement between the Amalgamated Transit Union (ATU), Local 19, AFL-CIO and the Laidlaw Transit Services, Inc., 1999-2002

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IDnum 11 **Language** English **Country** United States **State** CO

Union ATU (Amalgamated Transit Union) AFL-CIO

Local Local 19

Occupations Represented
Busdrivers

Bargaining Agency Laidlaw Transit Services, Inc.

Agency industrial classification (NAICS):
48-49 (Transportation and Warehousing)

BeginYear 1999 **EndYear** 2002

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Notes

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Full text contract begins on following page.

LABOR AGREEMENT

Laidlaw Transit Services, Inc.

and

Amalgamated Transit Union

Local Number 19

Term: January 1, 1999 through December 31, 2002

A G R E E M E N T

THIS AGREEMENT, entered into as of January 1, 1999, by and between the Laidlaw Transit Services, Inc. and assigns, party of the first part (hereinafter called "The Company") and Local No. 19 of THE AMALGAMATED TRANSIT UNION, party of the second part (hereinafter called "The Union").

WITNESSETH:

That, in the operation of the buses of this Company, and respecting the relations to exist during the term of this Agreement between the Company and the members of the Union, both parties hereto mutually agree.

PROVISIONS RELATING TO ALL EMPLOYEES

ARTICLE 1

RECOGNITION OF UNION

SECTION 1. The Company recognizes the Union as the exclusive bargaining representative for its full time and part time Bus Operators, Maintenance Department employees, full time and regular part time Information Clerks, Building Maintenance Employees, Terminal Maintenance Employees, Transit Surveyors and agrees to meet and treat with the duly elected officers of the Union on all questions relating to hours, wages and working conditions in the manner hereinafter provided.

SECTION 2. The Company retains all rights not expressly relinquished in this Agreement.

ARTICLE 2

UNION MEMBERSHIP

SECTION 1. All present employees covered by this Agreement shall become and remain members of the Union as a precedent to continue employment with the Company. All new employees shall become and remain members of the Union within ninety (90) days from their date of employment as a full or part time operator, full or part time information clerk, maintenance employee, or transit surveyors as a condition of continued employment with the Company.

SECTION 2. In accordance with the above, the Company agrees to provide timely notice of all new employees and will make appropriate payroll deductions as described in Article 4, Section 1.

ARTICLE 3

PROBATION PERIOD

SECTION 1. All new employees shall be on probation for a period of ninety (90) calendar days from the date of their employment. It is understood and agreed that the Company may discipline or discharge any probationary employee for any reason deemed sufficient in the judgment of the Company and no grievance may be claimed by the employee or by the Union.

ARTICLE 4

CHECK-OFF AND MEMBERSHIP DUES

SECTION 1. The parties hereto recognize the practice of what is commonly known as the check-off system, whereby the Company will deduct from the pay of the members of the Union for their initiation fee, Union dues and assessments and that when so deducted, the Company shall pay over to the Treasurer of the Union the monies so collected, and the members of the Union, by entering into this Agreement, hereby authorize and direct the Company to deduct their initiation fee, Union dues and assessments from their payroll checks. The Union agrees to indemnify and hold the Company harmless against any and all claims, suits or other forms of liability arising out of the deductions of money for Union dues from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

SECTION 2. Company and Union will not discriminate against any employee because of race, creed, color, age, sex or national origin, Vietnam Era veteran status, or disability.

ARTICLE 5

PHYSICAL EXAMINATION AND LICENSE

SECTION 1. Physical, or other examinations, required by a governmental body or the employer, shall be promptly complied with by all Operations and Maintenance Department employees. The expense of such examinations shall be borne by the Company. The examining physician shall be designated by the Company.

SECTION 2. As a condition of continued employment with the Company any physical examination must reveal the physical fitness of the company employee involved to perform the duties for which he/she is employed. Examinations will be scheduled around an employee's time off. However, the Employer shall pay for any time lost due to having to take physical examinations. Employees shall be paid one hour of pay at their normal hourly rate if the physical examination is conducted at a time when the employee is not scheduled to be at work.

SECTION 3. Should any required physical examination reveal an employee unfit for duty, the employee may at his/her option have a review of the case in the following manner:

A. The employee may employ a physician of his/her own choosing and at his/her own expense for the purpose of conducting a further physical examination for the same purpose of the physical examination made by the physician employed by the Company. A copy of the findings of the physician so chosen by the employee involved, shall be furnished to the Company, and

in the event such findings verify the findings of the physician employed by the Company, no further medical review will be conducted.

B. In the event the findings of the physician chosen by the employee involved shall disagree with the findings of the physician employed by the Company, the Company, at the written request of the employee involved, will jointly ask the two (2) physicians to agree upon and appoint a third (3rd) qualified, licensed and disinterested physician, for the purpose of making a further physical examination of the employee involved, and the findings of the third examining physician shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of the employment of such third (3rd) medical examiner shall be shared equally by the Company and the employee.

SECTION 4. Should any physical examination reveal a physical unfitness caused by disease, defects or disabilities of a temporary or curable nature, and the employee involved is willing to have the cause or causes treated and rectified, when in such an event, depending upon the particular circumstances of each case:

A. The employee involved may continue working while undergoing medical treatment, if the examining physician shall certify to the employee's ability to safely do so.

B. If the Doctor determines that the employee cannot return to work due to their medical/physical condition, the employee will be placed on Sick Leave.

Depending on the employee's medical/physical condition, the employee will be maintained on the employment rolls for a period of one (1) year. If, however, competent medical authority notifies the Company, prior to the end of the one (1) year period, that the employee can no longer perform their job function, then that employee will be dropped from the employment rolls.

If the employee's medical/physical status has not been determined at the end of the one (1) year period the Company shall inform that employee that he/she has three (3) months in which to provide a positive determination as to his/her ability to return to the work place and perform their assigned job. If the employee does not return to work by the end of the three (3) month period, he/she will be dropped from the employment rolls.

The Union will be kept apprised on a regular basis by the Company as to the medical/physical status.

SECTION 5. The Company shall pay the full cost of Commercial Drivers' License (CDL) renewals for any active employee who is required to have a CDL and has completed his/her probationary period.

ARTICLE 6

DISCIPLINE

SECTION 1. The Union agrees to do all in its power to assist the Employer in requiring the employees to give the Employer an honest day's work and abide by the rules and regulations of the Employer which are not in conflict with this Agreement. When Management receives an adverse report from any Company official or customer concerning an employee, which could result in disciplinary action, Management must act on the charge within seven (7) working days of the alleged offense or the Company 's knowledge of the alleged offense. Discipline for preventable accidents shall occur within seven (7) working days of the determination of preventability by the Safety Review Board. Working day is defined as Monday through Friday.

No employee shall be discharged, suspended or otherwise disciplined, nor will entries be made against his/her service record without good cause. Employees shall be responsible for knowledge of Company rules and ignorance of such rules shall not be reason for a claim that disciplinary action was without just cause.

Employees reporting off for reason of illness who are absent for three or more consecutive scheduled days may be required to present written evidence verifying the illness.

Any employee who contends that he/she has been discharged, suspended or otherwise disciplined without "just cause" within the meaning of the Article, may have their case reviewed through the grievance procedure provided in this Agreement.

SECTION 2. Any member of the Union who is suspended or discharged from the service of the Company, and after investigation, is found not guilty of the charges on which he/she was suspended or discharged shall be reinstated and paid for such lost time at his/her regular rate. If it is determined that the suspension or discharge was too severe for the offense he/she shall be reinstated and paid such amount for the lost time as may be determined to be just under the circumstances of the case.

An employee against whom criminal charges, or complaints by Company officials are filed, or pending the investigation of complaints by the public, may be suspended with or without pay pending the outcome of said charge/allegation. No employee shall be suspended, with or without pay, without just cause. Should the employee be found not guilty or should such charges/allegations be dismissed, the employee shall be reinstated to include all retroactive salary and benefits (except as provided below). Employees so reinstated may be subject to disciplinary action in accordance with the Labor Agreement. If, however, an employee has been suspended without pay for a time period exceeding sixty (60) days and the case has not been resolved, the employee shall be required to make a good faith effort to mitigate his/her loss of wages beginning with the 61st day. Additionally, any back pay award will be subject to the ordinary deductions for interim earnings beginning with the 61st day. An employee suspended without pay will be required to pay for his employee benefits while suspended. These payments will be computed by the Company and provided to the employee in writing and will indicate the date due. Should the employee be found guilty of the criminal charges, the employee must notify the General Manager of the conviction no later than 5 days after such conviction. Failure to notify the General Manager may be grounds for discharge. Upon notification of an employee's conviction, the General Manager shall determine the proper action to be taken in accordance with the Labor Agreement.

SECTION 3. When disciplinary action involves suspension or discharge, the Company will make full disclosure to the Union of all documents used to make the decision to assess a suspension or discharge and shall provide the Union with copies of same.

SECTION 4. When action of the Company involves disciplinary action, suspension or discharge, the Company will consider only an employee's record for the two(2) years prior to the date of the incident that gave rise to the action.

SECTION 5. When an accident occurs and it is alleged that a mechanical defect may have contributed to the accident, the mechanical equipment shall be tested by a union mechanic in the presence of a member of the Executive Board and a representative of Management.

SECTION 6. It is recognized that in its efforts to administer discipline on a fair and equitable basis, the Company uses a discipline code. Management agrees to discuss any changes to this Code with the Union Executive Board prior to implementing the changes.

SECTION 7. The Company shall implement a drug and alcohol-testing program

as mandated by Federal agencies. Any drug and alcohol testing program shall include an Employee Assistance Program (EAP) aimed at rehabilitation.

ARTICLE 7

EMPLOYEE COMPLAINT PROCEDURES

Any employee, who believes he/she has a complaint regarding the misapplication of written administrative policy and procedures, may proceed in the following manner to receive an answer or settlement of the complaint.

SECTION 1. The employee shall present his/her complaint in writing on the forms provided by the Company to his/her immediate supervisor within five (5) working days of the incident. If the complaint was submitted through the Union Executive Board, the response will be returned in the same manner to the employee. The immediate supervisor shall respond in writing within five (5) working days after receipt of the complaint.

SECTION 2. Definitions for the purposes of this Article: The immediate supervisor for the Operations Department shall be the Human Resources Supervisor. The immediate supervisor for the Maintenance Department shall be the Director of Maintenance.

SECTION 3. (section 3 applies to Operations Department employees only). If the complaint is not settled satisfactorily, the employee shall present his/her complaint in writing on the forms provided by the Company to the Director of Operations within five (5) working days of receiving the response from the immediate supervisor. If the complaint was submitted through the Union Executive Board, the response will be returned in the same manner to the employee. The Director of Operations shall respond in writing within five (5) working days after receipt of the complaint.

SECTION 4. If the complaint is not settled satisfactorily, the employee shall present his/her complaint in writing on the forms provided by the Company to the General Manager within five (5) working days of receiving the response from the immediate supervisor. If the complaint was submitted through the Union Executive Board, the response will be returned in the same manner to the employee. The General Manager shall respond in writing within five (5) working days after receipt of the complaint. It is recognized that in the case of employee complaints, if the complaint cannot be determined to be a grievance, the decision of the General Manager will be final.

SECTION 5. Complaints concerning driver development & safety shall be submitted directly to the Driver Development and Safety supervisor. Time provisions spelled out in section 1 shall apply to complaints submitted to the Driver Development & Safety Supervisor. If the complaint is not settled satisfactorily, the employee shall present his/her complaint in writing on the forms provided by the Company to the General Manager within five (5) working days of receiving the response from the Driver Development & Safety Supervisor. If the complaint was submitted through the Union Executive Board, the response will be returned in the same manner to the employee. The General Manager shall respond in writing within five (5) working days after receipt of the complaint. It is recognized that in the case of employee complaints, if the complaint cannot be determined to be a grievance, the decision of the General Manager will be final.

ARTICLE 8

ARBITRATION AND GRIEVANCE PROCEDURES

Any employee, to whom these conditions of employment are applicable, because of what he/she believes is a misapplication of the terms or intent of this Agreement, may proceed in the following manner to reach a settlement of the grievance.

SECTION 1. The employee shall present his/her grievance in writing to his/her immediate supervisor within five (5) working days of the alleged grievance. The immediate supervisor will make every effort to resolve the grievance and respond in writing to the employee within five (5) working days after his/her receipt of the written grievance.

SECTION 2. Definitions for the purposes of this Article: The immediate supervisor for the Operations Department shall be the Human Resources Supervisor. The immediate supervisor for the Maintenance Department shall be the Director of Maintenance.

SECTION 3. (section 3 applies to Operations Department employees only). If the grievance is not settled satisfactorily, the employee shall present his/her grievance in writing on the forms provided by the Company to the Director of Operations within five (5) working days of receiving the response from the immediate supervisor. If the grievance was submitted through the Union Executive Board, the response will be returned in the same manner to the employee. The Director of Operations shall respond in writing within five (5) working days after receipt of the grievance.

SECTION 4. If the decision of the supervisor is not satisfactory, the

employee may request a meeting with the General Manager to appeal the decision. The appeal must be in writing and be received by the General Manager within two (2) working days after the employee's receipt of the decision of the supervisor. The General Manager shall meet with the employee. He shall mail a written decision to the employee within five (5) working days after the meeting. Within fifteen (15) days after the decision rendered by the General Manager, such grievance shall be considered resolved or arbitration shall have been demanded as set forth in the following sections of this Article.

SECTION 5. Grievances concerning driver development & safety shall be submitted directly to the Driver Development and Safety Supervisor. The provisions spelled out in section 1 shall apply to grievances submitted to the Driver Development & Safety Supervisor. If the grievance is not settled satisfactorily, the employee shall move the grievance to Section 4.

The time limits set forth herein may be extended by mutual agreement between the General Manager and the President of the Union Executive Board. Failure of either the Company or the Union to comply with the time periods in either presenting grievances and/or answering grievances shall constitute a forfeiture of the failing party's position in the grievance.

SECTION 6. Nothing in this procedure shall prevent the Company and the Union Executive Board and/or employee from discussing any and all matters pertaining to the grievance prior to its reduction to written form.

SECTION 7. Any matter of difference between the parties hereto as to the final determination of any question arising under this Agreement, or any matter required by the terms hereof, shall be arbitrated and determined as follows:

A. Any disputes between the Company and the Union or its members, over which they cannot agree, shall be submitted to an arbitrator. The arbitrator shall be selected as follows:

B. The Federal Mediation and Conciliation Service shall name five (5) disinterested persons. Of these five, the Company shall strike one person and the Union shall strike one person until one remains. The one person remaining shall become the arbitrator. The order in which the names shall be struck shall be determined by lot.

SECTION 8. The arbitration shall occur in the City of Colorado Springs, Colorado, at such time as may be mutually agreed upon between the parties and the parties shall thereafter continue to meet on every day that is practical for them to meet until all of the evidence and arguments have been received and heard. The arbitrator shall establish rules of procedure not inconsistent with the terms of this Agreement, and all arbitration proceedings hereunder shall be conducted in the City of Colorado Springs, Colorado.

SECTION 9. The arbitrator shall hear all evidence and arguments on the points in dispute and the written decision of the arbitrator shall be final and binding on the parties hereto. The parties hereto shall each share equally in the expenses of the arbitrator and other legitimate joint expenses of such arbitration.

Each party shall pay its own expense incurred in preparing and presenting its case. The party hereto desiring arbitration of any matter or question hereunder shall give the other party written notice stating its understanding of the question to be arbitrated. Within five (5) days from receipt of such notice, the other party shall in writing, acknowledge the receipt hereof and state its understanding of the question to be arbitrated.

SECTION 10. An award to an employee who is found to have been wrongfully suspended or discharged shall never exceed the employee's loss of earnings, which shall be determined by deducting any wages or compensation received by the employee from another employer during the period he/she was out of service due to his/her suspension or discharge from what he/she would have earned had he/she not been suspended or discharged.

ARTICLE 9

VACATIONS

SECTION 1. All full time employees covered by this Agreement who have completed one year of continuous service with the Company out of their first twelve months period of employment, shall, during the following calendar year, be granted one (1) work week's vacation at regular pay. When any employee of his/her own volition, fails to work one continuous year out of his/her first twelve months employment with the Company, he/she shall not be entitled to the one-week's vacation until he/she has completed one full year, in working days. If he/she is absent from work on account of illness, supported by a doctor's certificate when required by the Company, for thirty (30) days or less each year, he/she shall be entitled to his/her one week's vacation. If he/she is absent on account of illness

for a period longer than thirty (30) days out of each year, he/she shall be required to make up any excess over such thirty (30) days period before he/she shall be entitled to one week's vacation provided in this paragraph.

SECTION 2. The vacation periods for all full time employees of the Company who have completed two (2) or more years of continuous service with the Company shall be governed by the following rules, to wit:

A. Two (2) weeks vacation shall be granted each year to a full time employee who has two (2) years or more of continuous active service.

B. Three (3) weeks vacation shall be granted each year to a full time employee who has five (5) years or more of continuous active service.

C. Four (4) weeks vacation shall be granted each year to a full time employee who has twelve (12) years or more of continuous active service.

D. Five (5) weeks vacation shall be granted each year to a full time employee who has twenty (20) years or more of continuous active service.

Full time employees shall be granted vacation allowances as follows:

Regular run operators shall receive vacation allowances on the basis of regular run pay. Regular run pay is defined as, Platform Time, plus Report and Turn?In Time at the straight time rate.

Extra Board operators shall receive vacation allowances on the basis of forty (40) hours per week.

Maintenance Department personnel shall receive vacation allowances on the basis of forty (40) hours per week.

Full time Information Clerks shall be granted vacation allowances on the basis of thirty two and one half (32 1/2) hours per week.

Terminal Maintenance and Building Maintenance Employees shall be granted vacation allowances on the basis of forty (40) hours per week.

SECTION 3. All full time employees must work a minimum of 1400 hours each calendar year in order to qualify for vacation, except full time Information Clerks who must work 1100 hours each calendar year.

SECTION 4. It is further agreed that any employee who, through continuity of service, has earned vacation time shall be permitted to select that earned vacation period on a seniority basis. Seniority shall be determined by date of employment with the Company. Vacation assignments shall be scheduled by the Company on a calendar year basis with selection for such beginning on or about November 15. Employees will select and vote for vacations for the ensuing year. Vacation selection will be divided into five (5) groups; Operators, Mechanics, Terminal and Ground Maintenance, Utility, and Information Clerks.

SECTION 5. Vacation votes for full time operators will be posted November 1st, each year. Voting will begin on November 15th and continue until completed. A minimum of three (3) operators will be posted to vote in each 24-hour period. Twenty-four (24) hour periods will begin at 9:00 AM. Employees will not be posted to vote on Saturday, Sunday or Holidays. Votes not taken during their assigned days will be voted at the end of the 24-hour period by Management and a designated Union representative.

SECTION 6. Vacation votes in the Maintenance Department will be posted November 1st of each year. Voting based on Company seniority, will begin on or about November 15th and continue until completed. Voting will be scheduled one employee every 24 hours, not including Saturday, Sunday or Holidays. There will be two vacation votes, one for mechanics and one for utility. Employees not voting in their assigned period will be passed and not allowed to select a vacation period until the lowest seniority employee has voted. Employees not available during their voting periods may leave their choice with a Shop Representative.

SECTION 7. Vacation votes for full time Information Clerks will be posted November 1st of each year. Voting based on company seniority, will begin on or about November 15th and continue until completed. The Company reserves the right to exclude certain weeks during the year for voting on vacations due to workplace needs. No more than one (1) person within each classification will be allowed on vacation at any time. Voting will be scheduled one employee every 24 hours, not including Saturday, Sunday, or Holidays. Employees not voting in their assigned period will be passed and not allowed to select a vacation period until the lowest seniority employee has voted. Employees not available during their voting periods may leave their choice with the General Manager or his designee.

SECTION 8. At the completion of a vacation vote, all weeks not voted will be blacked out. Should any employee leave the employment of the Company

with vacation on the books, then the open weeks as a result of the employment termination will be open for bid to all employees with seniority below that of the terminated employee.

SECTION 9. New full time employees completing their first year of employment will select their vacation period on or after their employment anniversary date. New full time employees completing their second year of employment will select their first week anytime during the calendar year, and their second week on or after their employment anniversary date. After a full time employee has completed two years service, he/she may select his/her vacation period on a calendar year basis. Any vacation time due during the term of this Agreement shall be taken by the above method. No full time employee may receive pay in lieu of a vacation, except a full time employee who has been off thirty (30) consecutive days because of a bona fide illness, may be allowed to work his/her vacation.

SECTION 10. Upon termination for any reason and after one year of service, the full time employee shall be paid for accrued vacation not taken. After the first year of service, vacation will accrue at the rate of one-twelfth (1/12) of the applicable annual vacation for each month in which the employee has worked more than one-half of the working days in that month, excluding vacation and holiday time.

SECTION 11. Providing a request is made in writing, seven (7) days in advance of the beginning of a vacation period, vacation pay will be issued on the Thursday prior to the vacation period.

SECTION 12. Full time employees will be allowed to trade weeks of vacation. The intention to trade vacation weeks, shall be submitted to Management in writing at least two weeks in advance of the first day of the vacation period involved, for final approval. Weeks of vacation will not be traded between Departments. Employees will be allowed to trade a voted week for a blacked out week provided the trade is submitted to the Company in writing at least two weeks in advance of the first day of the vacation period involved.

SECTION 13. At the time of the annual vacation vote per this article, any full time employee may designate two weeks (ten, eight hour days) of their vacation time, to be taken one or two days at a time during the following year. At the time of the annual vote, full time employees may select these days in seniority order. After the annual vote, selection of these days is on a first come, first served basis. Management requires 24 hours notice for the one-day of vacation and five working days notice if two days are requested at the same time. Vacation days off under these provisions will be granted consistent with operational necessity. One-half day or a

portion thereof of OTR (time off without pay), may be granted to an employee consistent with operational needs regardless of the fact that the employee may have single day vacation time remaining on the books. A whole day of OTR, however, will not be granted to employees who have single day vacation time or Personal Holiday time remaining on the books.

ARTICLE 10

HOLIDAY PAY

SECTION 1. The Company agrees to pay eight (8) hours straight time to all full time employees (except full time Information Clerks who shall receive six and one half (6 1/2) hours at straight pay) covered by this Agreement who are on active duty status on the following seven (7) holidays: New Years Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Employees working a 4?day work week will receive Holiday Pay in the following manner; ten (10) hours of Holiday Pay if the holiday falls on a scheduled workday, or eight (8) hours of Holiday Pay if the holiday falls on a regular day off (RDO). In order to qualify for holiday pay, the employee may not be absent from his/her assigned work immediately preceding and following the holiday unless he/she is on vacation, has been excused in writing by the Employer or is absent due to a confirmed illness.

SECTION 2. In addition to the aforementioned holiday pay, the Company agrees to pay time and one?half for all work actually performed on said seven (7) holidays.

SECTION 3. Should any of the above seven (7) holidays fall on a Sunday, with the exception of Easter Sunday, the following Monday will be recognized as the holiday for Holiday Pay purpose.

ARTICLE 11

PERSONAL HOLIDAY

SECTION 1. Each full time employee shall receive two (2) Personal Holidays each calendar year. Employees will receive either six and one half (6 1/2), eight (8) or ten (10) hours Holiday pay, (depending upon their work schedule), at straight time for this day. Requests for these holidays, will be verbal to the Director of Operations (for Information Clerks), Dispatcher or Maintenance Manager, whichever is applicable, at least twenty?four (24) hours prior to the request date. Since approval or disapproval will be given at the time of the request, seniority will not be a consideration for approval. Management will determine the number of employees to be off duty on Personal Holidays on any given day.

SECTION 2. Employees who are on extended sick leave for a period of more than thirty (30) consecutive days will not be eligible for Personal Holiday pay during the period they are on sick leave.

ARTICLE 12

BIRTHDAY PAY

SECTION 1. In addition to the seven-(7) holidays, each full time employee shall receive Holiday Pay for his/her birthday in the following manner.

SECTION 2. When an employee's birthday falls on his/her day off, or during a period of extended illness of less than thirty one (31) days, that employee shall be paid eight (8) hours Birthday Pay (except full time Information Clerks who shall be paid six and one half (6 1/2) hours). Employees who are on Extended Sick Leave for thirty-one (31) or more consecutive days and receiving accrued sick leave benefits will not be eligible for Birthday Pay.

A. If an employee's birthday falls on a day during his/her scheduled vacation period, he/she shall be paid eight (8) hours Birthday Pay in addition to his/her vacation pay.

B. If an employee's birthday falls on any of the above seven (7) holidays, he/she shall be paid Birthday Pay in addition to the Holiday Pay.

C. If an employee's birthday falls on a day which he/she is paid for attending a funeral, or serving on jury duty, he/she shall be paid Birthday Pay in addition to any other pay which he/she might receive.

SECTION 3. Where an employee's birthday falls on his/her regular scheduled work day he/she will be scheduled OTR for that day and receive six and one half (6 1/2) hours, eight (8) hours or ten (10) hours, (depending upon his/her work schedule), Birthday Pay.

SECTION 4. In the interest of efficient public service and when agreeable between the employee and Company, the employee may work on his/her birthday and receive Birthday Pay in addition to regular pay and shall be given a day off at a time suitable to the employee and the Company.

ARTICLE 13

INSURANCE BENEFITS

SECTION 1. The Company agrees to continue to provide for full time employees covered by this Agreement, all insurance benefits now enjoyed by such employees until and unless changed by mutual consent. All benefits for new full time employees shall begin on the first day of the month following their ninety (90) days probation period.

SECTION 2. The Company agrees to participate in the cost of the medical insurance offered to full time employees. The Company agrees to contribute eighty eight (88) percent of the premium cost for coverage selected by the employee.

SECTION 3. The Company agrees to participate in the cost of two (2) Group Dental Plans. Full time employees will have their choice of a Dental Plan from Denticare or the Prudential. For Dental coverage the Company agrees to contribute sixty five (65) percent toward the monthly premium for coverage selected by the employee.

SECTION 4. The Company agrees to provide \$20,000 in Group Life Insurance for each full time employee and \$2,500 Life Insurance on an employee's spouse and each child, age 6 months through 19 (23 if a full time student), provided the employee signs for dependent coverage. A Long Term Disability Plan is also provided for all employees. New employees will not be eligible to receive a disability benefit during the first three (3) months of their coverage. This benefit will be based on 60% of the employee's gross salary for a period of up to 36 months. Eligibility for receiving this benefit will not commence until the 31st day of illness or disability. The Company will pay eighty-two (82) percent of the premium cost for Group Life Insurance and long-term Disability coverage. Disability coverage and Group Life Insurance is mandatory for all employees.

SECTION 5. New full time employees engaged by the Company shall not be eligible to participate in the above long-term Disability program until after they have completed six months of employment.

ARTICLE 14

RETIREMENT PLAN

SECTION 1. The Pension Plan currently in effect will be continued. The contributions to the Plan will be three percent (3%) of gross salary per month by each eligible employee and five and one-half percent (5-1/2%) of the gross salary of each eligible employee per month by the Company.

SECTION 2. The Company and the Union agree that the Pension Board established in the plan document shall meet and review the existing pension plan annually at a time permitting utilization of the annual actuarial report. One of the intents of the review shall be to consider improving plan benefits while keeping the plan financially sound.

ARTICLE 15

SICK LEAVE

SECTION 1. All full time employees hired after January 1, 1993 and employees who have sick leave accumulation of less than sixty two (62) days as of January 1, 1993 and who work fifty percent (50%) or more of their allotted working days in each month shall accumulate one day (8 hours or 6 1/2 hours for full time Information Clerks) sick leave per month up to a total of sixty two (62) days.

All employees hired before January 1, 1993 who have sick leave accumulation of more than sixty two (62) days as of January 1, 1993 and who work fifty percent (50%) or more of their allotted working days in each month shall accumulate one day (8 hours) sick leave per month up to a maximum of their sick leave bank as of January 1, 1993. Each of these employees may not earn sick leave in excess of the total amount of his/her sick leave bank as of January 1, 1993.

SECTION 2. Operators reporting off the sick list should do so prior to 1:00 PM in order to return to work the following day. Operators reporting off the sick list for work on Monday should do so prior to 1:00 PM on Saturday. Operators on the sick list at 1:00 PM on Saturday will be carried as sick on the following Monday. Operators are required to report sick to the Dispatcher. When the Dispatcher is not on duty the operator may report sick to the Shop Working Foreman. Operators may not report sick to the Security Guard. Operators may not report off the sick list to the Shop Working Foreman or the Security Guard.

SECTION 3. Employees not using any sick leave during a twelve-(12) consecutive month period, will receive one (1) additional Personal Holiday that must be taken within the next twelve (12) months. After a Personal

Holiday has been earned, a new twelve-month period is necessary for additional Personal Holidays.

SECTION 4. In the event an employee terminates employment for any reason and has sick leave accumulated, the sick leave is not paid except when an employee retires on early, normal or disability retirement as defined in the Pension Plan Document. In that event only, the accumulated sick leave up to a maximum of 496 hours or 403 hours as appropriate (62 days) will be paid to employees hired after January 1, 1993 or employees hired prior to that date who have a sick leave accumulation of less than sixty two (62) days in their sick leave bank as of January 1, 1993.

All employees hired before January 1, 1993 who have sick leave accumulation of more than sixty two (62) days (496 or 403 hours) as of January 1, 1993 will have their sick leave paid at retirement as follows. Those employees with sick leave banks in excess of ninety six (96) days (768 or 624 hours) shall be paid his/her accumulated sick leave on retirement or a maximum of 96 days (768 or 624 hours) whichever is less. Those employees hired before January 1, 1993 who have sick leave accumulation of more than 62 days (496 or 403 hours) but less than 96 days (768 or 624 hours) on January 1, 1993 shall be paid their accumulated sick leave on retirement or a maximum of their accumulated sick leave as of January 1, 1993 whichever is less.

SECTION 5. Married male employees may be granted a maximum of three (3) days sick leave when their spouse gives birth.

SECTION 6. Extended sick leave is defined as "off sick" for more than 30 consecutive days.

SECTION 7. Employees who are on Extended Sick Leave, will be maintained on the employment rolls for a period of twelve (12) months as long as the employees make regular monthly contributions to their employee benefits (benefits that require employee contributions). If, however, a competent medical authority notifies the Company, prior to the end of the twelve (12) month period, that the employee can no longer perform his/her job function, then the employee will be dropped from the employment rolls.

If the employee's medical/physical status has not been determined at the end of the twelve (12) month period the Company shall inform that employee that he/she has three (3) months in which to provide a positive determination as to their ability to return to the work place and perform his/her assigned job. If the employee does not return to work by the end of the three (3) month period that employee will be dropped from the employment rolls.

The Union will be kept appraised on a regular basis by the Company as to the medical/physical status of that employee.

SECTION 8. The Sick Leave Performance Code currently in effect will be continued, until and unless, changed by mutual consent.

SECTION 9. Full time employees who become eligible for benefits under the Long Term Disability Plan as described in Article 13, Section 4 or injured and covered under Worker's Compensation, will not have the option to draw against their accumulated sick leave in addition to these other benefits.

ARTICLE 16

COURT TIME ALLOWANCE

SECTION 1. No full time employee covered under this Agreement shall suffer loss in regular pay as a result of the following conditions:

A. Requirement to appear as a witness in any case concerning the Company.

B. Requirement to appear as a witness in any case observed by an employee while on duty.

C. Summoned by a court to appear for jury duty.

Court time allowance shall equal no more than actual work time lost. Court time allowance shall be compensated at the overtime rate only to the extent such time allowances coincide with scheduled overtime.

SECTION 2. In order to qualify for court time allowances, employees after hearing of their requirement to a court, must immediately notify the Company.

ARTICLE 17

FUNERAL ATTENDANCE PAY

SECTION 1. All full time employees shall be allowed time off from their regular work assignment without loss of pay, not to exceed five (5) consecutive working days within a seven (7) consecutive calendar day period, which must contain the day of the funeral and the time off.

This time off is for the purpose of attending the funeral or attending to matters relating to a deceased member of his/her or the spouse's immediate family. Immediate family is defined as, spouse, father, mother, child, brother or sister. Grandparents of the employee only will be included as immediate family under this Article. In order to qualify for funeral attendance pay, employees, after learning of the death, must immediately notify the Company.

Employees who are receiving vacation pay, sick pay, or on extended sick leave, during a period covered by this Article will not be eligible to receive additional pay or time off as described in this Article.

ARTICLE 18

PASSES

SECTION 1. Employees and spouses shall receive Passes entitling them to free transportation on all buses operated by the Company.

ARTICLE 19

LEAVE OF ABSENCE

SECTION 1. Any employee desiring leave of absence from his/her employment shall secure written permission from the employer, with the acknowledgment of the Local Union. The maximum leave of absence shall be for ninety (90) calendar days, without loss of seniority. During the period of absence, the employee shall not engage in gainful employment without prior permission from the employer. Failure to secure permission can result in dismissal of the employee involved.

The determination as to the number of persons who may be granted a leave of absence at any one time, is vested solely with the employer. The purpose

of this section is to provide a leave of absence for a legitimate reason, such as emergency or hardship, not simply for personal convenience. A leave of absence for this section is defined as any time in excess of five (5) consecutive working days.

SECTION 2. The employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to those employees designated by the Union to participate in any official Union business, provided forty-eight (48) hours written notice is given to the employer by the Union specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the employer's operation due to lack of available employees.

SECTION 3. A leave of absence will be granted female employees for the purpose of giving birth. This leave will not exceed ninety (90) calendar days. During this leave of absence the employee will be eligible for sick pay, up to the maximum that employee has accumulated.

ARTICLE 20

REDUCTION IN PERSONNEL, REEMPLOYMENT

SECTION 1. When reductions in the Operations Department are ordered by the Company, employees will be laid off in reverse order of their seniority.

SECTION 2. When reductions in the Maintenance Department are ordered by the Company, they will be laid off in reverse order of their seniority.

In the event of force reduction in any particular classification, the junior employee in that classification will be allowed to displace a junior employee in another classification, providing the employee can qualify in that classification.

SECTION 3. When reductions in the Information Clerks are ordered by the Company, they will be laid off in reverse order of their seniority.

SECTION 4. Employees laid off due to lack of work will be allowed

re?employment in other classifications over outside applicants, if qualified.

SECTION 5. All employees laid off by reason of force reduction may retain their seniority by keeping on file with the Company, their home address. Failure to report for duty ten (10) days after notice of recall has been sent by registered mail to the last address, shall automatically cancel seniority and sever relations with the Company; it being understood that if an employee is recalled for temporary work, he shall not lose his seniority or sever relations with the Company if he does not report for duty.

SECTION 6. At the termination of service with the Company, employees will, upon request, be given a certificate showing term of service and capacity in which employed.

SECTION 7. Employees covered by this Agreement who enter the Armed Forces of the United States, under the Selective Service Act, or under any Government request or order, shall retain and accumulate seniority during the period of such service, provided they return to the employ of the Company within ninety (90) days from the time of their honorable discharge from such service.

ARTICLE 21

INTER?DEPARTMENTAL TRANSFERS

SECTION 1. It is recognized that from time to time vacancies occur within the Operations and Maintenance Departments which offer the opportunity for company employees to either move to a new position within an existing department, ie: Maintenance or to move from one department to another, ie: from Maintenance to Operations or vice versa. The following general rules will apply in these situations.

A. Any employee who gives notice to Management of his/her desire to transfer to another department will be provided notice by Management of any future vacancies in the desired department.

B. If an employee desiring to transfer to another department meets the minimum job requirements for the vacant position as defined in this article, that employee will be given priority over outside applicants.

SECTION 2. When a vacancy shall be determined to exist within the Maintenance Department among the staff of mechanics, or when it is found to be desirable to add an additional mechanic position, such vacancy or addition shall first be attempted to be filled from the ranks of Maintenance employees in lower classifications on the basis of seniority, providing employees of sufficient ability and qualifications are available for that purpose.

Applicants from a lower classification applying for the position of Semi-Skilled Mechanic, the initial mechanic job classification, must qualify for consideration by passing a mechanical aptitude test. This test will be administered jointly by the Director of Maintenance and the Union Shop Steward. Further, to qualify for consideration to appointment as a Semi-Skilled Mechanic, the applicant must be in possession of a basic tool kit.

All vacancy bidding shall be posted for a period of five (5) working days. During this period Maintenance Department employees in lower classifications may bid for the vacancy according to their job classification seniority.

SECTION 3. If no Maintenance Department employees in lower classifications are determined to be eligible to fill a mechanic position, then a vacancy bidding shall be posted for a period of five (5) working days during which period Operations Department employees may bid on according to their job classification seniority. Applicants from the Operations Department are also required to pass above stated mechanical aptitude test and be in possession of a basic tool kit, listed in Appendix A of this Agreement. An employee transferring from the Operations Department to the Maintenance Department will be paid during his/her probation period at the Step 1 rate for the job classification he/she is entering as defined in the Agreement.

SECTION 4. When an employee of the Maintenance Department makes known to Management that he/she desires to transfer to the Operations Department, and is subsequently accepted for a position vacancy in the Operations Department, his/her transfer will be governed by the following rules:

A. Employee will be required to attend and successfully complete the Bus Operators' Training Course and demonstrate acceptable on-the-job skills in actual revenue service.

B. Said employee will be paid during the operator training period at the entry level of the Bus Operator pay range. Once training is completed,

the employee will receive the normal salary step increases for bus operators as defined in the Agreement.

C. The former Maintenance Department employee transferring to the Operations Department shall retain all his/her present benefits and his/her Employment Seniority as it relates to voting for vacation and number of weeks allowed. He/she shall also remain a member of the Amalgamated Transit Union, Local # 19 during his/her probationary period and will continue to be authorized access to the Union Grievance Process.

SECTION 5. Any employee promoted or advanced by inter-department transfer under the provisions of Section 2, 3, or 4 of this Article shall be given not more than sixty (60) days within which to demonstrate on-the-job qualification. In the event that Management makes the decision that an employee has failed to qualify as a successful bus operator or Maintenance employee within such period, said employee shall revert back to his/her former job classification without loss of seniority.

ARTICLE 22

EMPLOYEE CAFETERIA PLAN

SECTION 1. An IRS Section 125 Plan also known as an Employee Cafeteria Plan allowing participating employees' costs of premium only benefits to be deducted from their gross pay prior to the calculation and deduction of Federal Withholding Taxes and FICA Taxes will be implemented during the term of this Agreement. The initial implementation of the Employee Cafeteria Plan will take place within the payroll period beginning February 3, 1992.

ARTICLE 23

INCENTIVE AWARDS

SECTION 1. Revenue Increase: The Union and the Company agree to use their best efforts to achieve the mutual objective of maximizing revenue and productivity. As a service industry, the safety and good will of the general public, especially the customers of Springs Transit, are of primary importance. It is the responsibility of each employee to recognize the passenger as a valued customer and to accommodate him in every way possible to assure continued patronage. As a result, both parties have agreed to implement an incentive program to encourage and reward employees for their

efforts in ensuring the growth and revenue expansion of the system.

Lump sum incentives shall be paid annually. A five (5%) percent increase in revenue per hour compared to the amount anticipated in the budget shall result in an award to the employees on the following schedule:

Full-time employees	\$100
Part time employees	\$ 50

The incentives shall be paid upon the completion of the year beginning at the end of 1993 and as soon as relevant performance statistics are available.

SECTION 2. Attendance: In order to promote increased productivity through improved attendance, the Company will grant awards to all employees who maintain a perfect record of attendance and reporting on time. In order to qualify for this award, the employee must report to work on time and perform all work assignments. Employees who accumulate more than four (4) hours of OTR and/or more than two (2) occurrences of OTR during the calendar year, or are absent for any reason other than holidays, (as defined in Articles 10, 11 and 12) vacations, leave for official Union business, military duty, jury duty or funeral leave shall not be eligible for awards.

Any employee having a perfect record of attendance for each half of the year shall receive a lump sum bonus of seventy-five (\$ 75) dollars for each half-year period in which a perfect record of attendance is attained. The bonus will be paid in the second pay period commencing after the completion of each half of the year beginning after July 1, 1993.

SECTION 3. Safety: In order to promote increased productivity through improved safety, the Company will grant an award to all employees who avoid preventable accidents. Determination of preventability shall be made by the Safety Board. Any employee completing each half of the year without a preventable accident shall receive a lump sum bonus of fifty (\$ 50) dollars. The bonus will be paid in the second pay period commencing after the completion of each half of the year beginning after July 1, 1993.

SECTION 4. The employee must be an active employee of the Company during the entire year in order to qualify for the awards.

ARTICLE 24

SAFETY REVIEW BOARD

SECTION 1. A Safety Review Board shall be established to review all accidents/incidents and appeals by employees. The purpose of this Board shall be to establish the preventability of an accident and eligibility for a Safety Award. The Company, not the Board, determines appropriate discipline for operators having accidents. Safety Awards presented by the Company will be for the cumulative total of years.

SECTION 2. The Safety Review Board shall operate as follows:

Membership - The Safety Review Board shall meet monthly for the purpose of reviewing all accident reports and considering all safety concerns unless the Chairperson determines a meeting is not necessary. The date and time shall be determined by the Chairperson of the Board.

The Human Resources Supervisor shall serve on the Safety Review Board as Chairperson in a non-voting capacity. There shall be two Union representatives (one operator and one mechanic), two Company representatives, and a safety professional mutually agreed upon by the Union and the Company.

The Union and the Company shall each appoint one alternate member to serve in the event of absence or in the event an accident involving a safety board member comes before the board. The affected member does not participate as a voting member for their own accident.

The Chairperson shall establish an agenda for each meeting and shall provide each member a copy of the agenda, together with a copy of all accident reports the Board is to review. The agenda and copies of reports to be reviewed shall be provided to the members of the Board in advance of the scheduled meeting.

Non Advocate Position - Members of the Board shall not be advocates for the positions of their appointing parties. Each member of the Board shall act in an impartial and objective manner with regard to considering facts and rendering his/her vote.

Confidentially - All accidents reviewed and discussed by the Board are confidential and are not to be discussed with persons outside the Board.

No copies of any reports shall be made by any member of the Board without permission from the Chairperson. After the review by the Board, all reports shall be promptly returned to the Chairperson.

Voting By Members - Voting shall take place after a complete discussion of each accident report. The Union and Company members will render their vote by secret ballot to the Chairperson of the Board. Only if there is a tie will the impartial fifth member (the Safety professional) vote.

In no event will the nature of the vote be revealed nor will the impartial member reveal whether or not it was necessary for them to vote. The only information revealed will be the statement by the Chairperson as to whether the accident was judged to be preventable.

Any level of discipline that may or may not be taken by the Company as a result of the adjudication of a preventable accident shall not be considered by the Board in their decision making process. The responsibility and authority for taking any such action rests solely with the Company.

Decision Of The Safety Review Board And Appeals - Once a decision is made by the Board, the employee shall be notified in writing by the Chairperson that the accident was judged Preventable. The employee shall have the right to appeal the decision of the Board and request that they reconsider their decision. This request for appeal shall be provided in writing to the Chairperson and shall be accomplished within five (5) working days from notification of the decision by the Board.

The decision of the Safety Review Board after an appeal, if there is one, shall be final and binding and not subject to the grievance procedure as described in this Labor Agreement.

SECTION 3. This Board shall make recommendations to the Company relative to safe working conditions and practices.

PROVISIONS RELATING TO OPERATORS

ARTICLE 25

WAGES ? OPERATORS

SECTION 1. The wages of all operators covered by this Agreement shall be as follows:

All operators in training: \$7.50

After completion of training: (Hourly Rates)

EFFECTIVE DATES

	January 1 1999	January 1 2000	January 1 2001	January 1 2002
1st 12 months	10.20	10.61	11.03	11.49
2nd 12 months	11.32	11.73	12.15	12.61
3rd 12 months	12.37	12.78	13.20	13.66
After 36 months	13.55	13.96	14.38	14.84

SECTION 2. At the completion of each "step", the subsequent pay increase will become effective at the beginning of the next payroll period.

Section 3. Part time bus operators will be employed. They have no seniority rights on the full time operator seniority list, regardless of length of service, and should there be a lack of sufficient work, part time operators will be laid off before full time operators. A separate seniority list shall be maintained for part time operators. Retired full time bus operators will be given first consideration for part time bus operator openings. Part time operators shall not receive any of the benefits described in this Agreement.

Part time bus operators shall only be assigned work that is unassigned or vacant from the full time bus operator vote. Part time operators will vote on the posted part time work and shall not be allowed to sign on any accumulation of work that exceeds twenty seven (27) hours in a work week. Part time operator votes shall take place at least every three (3) months. On weekdays, part time operators shall be assigned only pieces of work of five (5) hours or less duration. They may be assigned any open work on weekends. Part time operators may work in excess of the weekly and piece

of work maximums described above as long as no full time operator who desires the work is denied work as a result of the assignment to the part time operator. Part time operators shall not exceed fifteen percent (15%) of the full time bus operator work force rounded up to the next highest whole number.

ARTICLE 26

OPERATOR'S TIME ALLOWANCES

SECTION 1. It is recognized that some Operations Department employees are currently on a ten (10) hour per day, four (4) day work week, and some employees are on an eight (8) hour per day, five (5) day work week. As long as this condition exists it is understood that the following time allowances that apply to an eight (8) hour per day, five (5) day work week, also apply to a ten (10) hour per day, four (4) day work week.

SECTION 2. In order to assure scheduled service, all operators scheduled to pull a bus out of the garage will be required to show up fifteen (15) minutes in advance of such Pull-Out Time to prepare their vehicle for service, and operators relieving on the line will be required to show up at their Posted time.

All operators will be allowed fifteen (15) minutes for each Pull-Out. All Operators will be allowed a five (5) minute Turn-In Time for each time they pull a bus into the Garage. All Operators shall receive a minimum of one (1) five (5) minute turn-in per day. This Report Time and Turn-In Time is considered work time and shall be paid at the rate of time and one-half if the day's work exceeds eight (8) hours for a five (5) day work week, or (10) hours for a four (4) day work week.

It is recognized that the fifteen (15) minute Report Time will be used to conduct a Pre-trip Inspection of the bus assigned to the operator on all pull-outs from the Garage. The five (5) minute Turn-In time will be used to conduct a Post-trip Inspection by all operators who return a bus from revenue service to the Garage.

SECTION 3. Time and one-half shall be paid for all work performed in excess of eight (8) hours per day for employees scheduled for a five (5)

day work week. Time and one-half shall be paid for all work performed in excess of ten (10) hours per day for employees scheduled for a four (4) day work week. Report and Turn-in Time as defined in Section 2 is considered work time.

SECTION 4. Any Extra Board operator or voted ten (10) hour split run exceeding thirteen (13) hours total time in any one day shall receive \$.40 per hour or fraction of an hour for Spread Time exceeding the thirteen (13) hour time limit.

SECTION 5. Any break of thirty (30) minutes or less in a regularly assigned voted run will be paid at the regular rate. Any voted run with breaks of thirty (30) minutes or less shall be considered straight runs.

SECTION 6. All Extra Board operators shall be guaranteed a minimum of forty (40) hours per week including "Report and Turn-in Time", based on five (5) days availability.

SECTION 7. The Company will pay \$.50 per hour to drivers for the breaking in of new operators for the period when the students are actually on the bus and set up a definite schedule for the breaking in of new operators. No member of the Union shall discourage qualified operators from assisting in the training of new operators.

SECTION 8. The Company will pay twenty (20) minutes at the hourly rate of pay for making out Accident/Incident Reports.

SECTION 9. No bus operator shall be required to do any sweeping or cleaning of buses or any other garage service.

SECTION 10. When new equipment (buses) is received, the Company will insure that all operators are provided with training sufficient in duration to insure the operator is completely familiar with the coach. All operators will receive pay at their straight time rate for this training.

ARTICLE 27

DAYS OFF ? RUN SELECTION

SECTION 1. The voting of runs will be required when new runs are established or when the total pay time of voted runs are shortened or lengthened more than five (5) minutes. Otherwise the voting of all runs shall take place every three (3) months.

SECTION 2. Not less than fifty percent (50%) of all regular runs shall be straight runs. The remaining regularly assigned runs shall be completed within a spread of ten and one-half (10-1/2) consecutive hours for an eight (8) hour day, and twelve and one-half (12-1/2) consecutive hours for a ten (10) hour day, with no more than one break.

The limitation of hours may be extended by mutual agreement between the Union and the Company to avoid an excessive number of pieces going to the Extra Board.

SECTION 3. A list of all regular runs to be voted will be posted in a place available to operators at all times for at least forty-eight (48) hours in advance of the beginning of the vote for the purpose of helping the operators decide on their choice. The selection of runs shall be completed within three (3) working days. The number of operators required to select runs each day, will be determined by dividing the number of eligible operators into three equal, or as near equal, groups. The Company will select the dates that each group of operators will be required to select their runs.

SECTION 4. The Director of Operations or his designee with the assistance of the Union President or his designee shall have full charge of the selection of runs. On the date and time selected for the vote, the senior operator shall have the first vote and each operator shall follow in order of seniority. Any operator not completing his/her vote within five (5) minutes after his/her name has been called will be passed and the next operator called to vote. All operators who have been passed will be placed at the top of the list for the following vote group.

SECTION 5. If any operator is unable to be physically present to vote, such operator may make a written request for the job or jobs desired. Written requests must be received by one of the officials conducting the vote within the time designated for the selection of jobs. If such operator makes no request as aforesaid or cannot be placed on any of the jobs so requested, the operator will be passed and placed at the top of the list for the following voting group. At the end of the last voting group, all operators still in a passed status, will be assigned to the Extra Board, or if Extra Board is filled, will be assigned to any open run in reverse seniority by the Company and union designee.

SECTION 6. At the time of the regular vote, if an operator has been off sick for more than thirty (30) consecutive days and it cannot be determined that he/she will return to duty during the period of the coming vote, then he/she will be passed. If an operator, who has been off sick for more than thirty (30) consecutive days, expects to return to duty during the vote period and provides a written prognosis from his/her doctor confirming an expected date of return to work that falls during the vote period, that operator will be allowed to vote. It is the sole responsibility of the operator in question to provide this documentation to Management. If an operator returns to work during a vote in which he/she was passed, the operator will be required to work the Extra Board, and a vote will be held among the Extra Board operators to determine days off.

SECTION 7. At the time of their vote, each operator may choose to work a regular run, a run-around or elect to work the Extra Board. Operators choosing to work a regular run or the Extra Board shall choose their days off at the time of their vote. The Company will determine the number of Extra Board operators needed based on their service requirements. At the end of a vote, any regular runs not voted that do not exceed the ten and one-half (10-1/2) hour spread time limit as defined in Article 26, Section 2 of this Agreement, will be assigned to Extra Board operators in reverse order of seniority.

SECTION 8. Operators, who during the most recent selection of runs, as defined in Section 1 of this article, that were not afforded the opportunity to select the Extra Board, will be given the opportunity to go to the Extra Board forcing new employees (just completing training) onto vacated Regular runs. The seniority rule will apply to this process. The number of Regular operators allowed to return to the Extra Board will not exceed the number of new operators available. This procedure shall not start until all employees hired in a group have completed their training, and will be completed by the Wednesday proceeding the pay period it becomes effective. All changes as the result of this procedure will coincide with the beginning of a pay period.

SECTION 9. Seniority of bus operators shall remain as at present. A seniority list shall be posted and kept up to date showing each operator's seniority standing based on entry date in the job classification.

ARTICLE 28

CALL BACKS

SECTION 1. Run time or Show-up time shall be paid at a minimum rate of one (1) hour. A call-out between 8:00 PM and 4:00 AM shall be paid at a

minimum rate of three (3) hours.

SECTION 2. Regular operators shall receive a minimum of two (2) hours of pay time for extra work, unless such extra work immediately precedes or succeeds a run or extra work which the operator is about to work, or is already working. Extra work for regular operators shall be computed at the overtime rate if applicable. However, overtime will not apply to time necessary to guarantee the two-hour minimum.

SECTION 3. Extra Board operators shall receive a minimum of two (2) hours pay for any work performed on their day off, (RDO). Overtime will not apply to the time necessary to guarantee the two-hour minimum.

ARTICLE 29

THE EXTRA BOARD

SECTION 1. GENERAL PROVISIONS

A. Work performed by the Extra Board shall include:

1) Any vacancy of a voted regular run created by the regular operator's absence for any reason.

2) All runs identified as Extra Board work not included in the regular vote sheets.

3) All assignments of work identified as Protection Time.

4) All other coach driving vacancies created by unforeseen emergencies or immediate unpredictable requirements.

B. At the beginning of each vote, the position of the Extra Board operators will be determined by the order of seniority, with the most senior operator on the top and the operator lowest in seniority on the

bottom.

C. The Extra Board will rotate each day in the following manner:

Any Extra Board Operator working five (5) hours in any one day causes the Board to rotate.

The Board will rotate once each day when the Board is posted, by moving the top three (3) operators to the bottom. The number three operator will become the last operator on the Board.

D. Any operator on a regular day off (RDO), Personal Holiday, Birthday, or who is absent for a period of less than five (5) consecutive work days, will remain in his/her position on the Board. Extra operators filling vacancies in Regular Runs, and operators on vacation, or who are absent for five (5) or more work days are removed from the rotation list, and their names will be reflected in the filling vacation, or the extended absence section of the Extra Board Posting Sheet. Operators returning to the rotation list after a period of absence will be positioned in accordance with their seniority. On the day operators are removed from or returned to the rotating list, the names will be removed or added to the list prior to rotating the list for the next days work.

SECTION 2. RULES FOR POSTING THE EXTRA BOARD, MONDAY - SATURDAY

A. Daily Extra Board assignments will be made daily and posted as follows:

1. The Board will be posted by 3:00 p.m. each day. The availability of the operators at 1:00 p.m. each day will be that which is used for posting.

2. The Extra Board will be booked in compliance with Federal Motor Carrier Safety Regulations.

3. When booking the Extra Board the Dispatcher will first build the run assignments for that day and then assign the Extra Board personnel according to the rotation for that day. With the possible exception of the Protection assignments, this allows for the highest in the rotation, for each day, to get the longest assigned work and will continue in descending order of work time (top of the Board will get the most hours and bottom of

the Board will get the least hours, maintaining the integrity of the Extra Board rotation).

4. The Assignment of work will be made and posted as follows:

a. All 10-hour regular voted runs (remain as 1 job, do not split apart)

b. All other runs combined to be equal or greater than 9 hours of total driving time but not to exceed 10 hours total driving time. Total driving time is defined as time behind the wheel of a vehicle including any scheduled breaks of 30 minutes or less.

c. Protection as needed.

d. All other run combinations of 8 hours 59 minutes or less in descending order of total driving time, until all the work is assigned and/or no Extra Board operators are available.

e. If the total run times are equal, the run with the earliest pull-out time shall be assigned first.

f. Operators, by seniority, who have signed up for extra work. When assigning work to the operators signed up for extra work, each operator will be assigned as much work as is possible before moving to the next operator, unless some of the work is not desired. Operators signing up for extra work may designate specific desires following their names. Seniority order will be:

1. RDO Extra Board operators on days off by seniority.
2. Regular Voted Run operators by seniority.

g. All runs will be filled at the time of the positing of the Extra Board. After exhausting the Extra Board and the extra work sign up sheet, the Dispatcher will put out a call over the radio to all operators, allowing a 5-minute response time. All operators responding will be put on a list by order of seniority. At the end of the 5-minute response time, work will be assigned to the most senior operator responding in decreasing order as needed to fill all open runs.

h. If more operators are needed, the Dispatcher has the option of calling any operator of his choosing, without recourse from operators who did not respond during the 5-minute general call.

i. Operators receiving less than six (6) hours of assigned work may be called by the dispatcher for Protection if booked Protection has been exhausted.

B. At the sole discretion of Management, runs, including Protection time, may be combined into single Extra Board work assignments to assure that all work is covered, This includes the splitting up of runs into smaller pieces.

C. Protection will be booked, whenever possible, to avoid dismissing the Protection person and then filling the open jobs with Non-Protection operators. Protection may utilize any number of operators and is booked at the discretion of the Dispatcher based on the real or perceived needs that may arise during the workday.

D. It is desired that an operator not be booked on Protection more than twice in one day. Protection, plus an open run, with no break in time, is considered one booking.

E. It is desirable that all operators, after driving eight (8) straight hours, receive a break before being booked on another run

F. Open work will be given to the first available Protection person still on duty.

G. Any regular runs open at 1:00p.m. will be assigned to the Extra Board.

H. After the 1:00 p.m. closing, all work assignments that become available will be left open at the posting time (3:00 p.m.), then be given in full to the first available protection person. If no protection is available, the next available Extra Board operator will be assigned the work.

I. If, after the posting time (3:00 p.m.), changes occur in any operator's work schedule as first posted, it is the responsibility of the Dispatcher to attempt to inform that operator of those changes by any means. All non-personal contact (i.e. messaging devices) will be logged by the Dispatcher

SECTION 3. RULES FOR POSTING THE EXTRA BOARD, SUNDAY AND HOLIDAYS

In order to assure the work will be filled, the Extra Board will be liable to work Sundays and Holidays if not enough volunteers are on the Extra Work Sheet.

A. The Extra Board shall be posted as follows:

1. The regular daily Extra Board will rotate in accordance with Section 1.

2. The scheduled work for Sunday and/or Monday holiday will be posted no later than 4:00 p.m. on Friday immediately preceding the Sunday/Monday holiday work. All other holiday work will be posted the day prior to the holiday.

3. The Extra Board will be booked in compliance with Federal Motor Carrier Safety Regulations.

4. The Extra Work Sheet will be used for Operators who want to work the Sunday or Holiday.

5. The roster on the Holiday or Sunday Extra Board will be created first from the Extra Work Sheet by seniority.

a. Extra Board Operators

b. Regular Run Operators

6. If not enough operators are available from the Extra Work Sheet the Dispatcher will:

a. Put out a call over the radio, allowing a 5-minute response time.

b. At the end of the 5-minute general call work will be assigned to those who responded in the order of Section 2A4g above.

c. If more operators are needed the Dispatcher will then call all Extra Board operators who were off duty at the time of the 5-minute call out.

d. Part Time Operators.

e. If more operators are needed, all remaining work will be assigned to the Extra Board in reverse booking order, with the lowest Extra Board Operator for that day receiving the largest piece of remaining unassigned work and proceeding in this manner until all work is assigned.

7. When booking the Extra Board the Dispatcher will first build the run assignments for that day and then assign the Extra Board personnel according to the rotation for that day. With the possible exception of the Protection assignments this allows for the highest in the rotation, for each day to get the longest assigned work and will continue in descending order of work time (top of the Board will get the most hours and bottom of the Board will get the least hours, maintaining the integrity of the Extra Board rotation).

8. The assignment of work will be made and posted as follows

a. All runs combined to be equal or greater than 9 hours of total driving time but not to exceed 10 hours total driving time. Total driving time is defined as time behind the wheel of a vehicle including any scheduled breaks of 30 minutes or less

b. Protection of nine (9) hours or more

c. All other run combinations, including protection time, of 8 hours 59 minutes or less in descending order of total driving time, until all the work is assigned and/or no Extra Board operators are available.

d. If the total run times are equal, the run with the earliest pull-out time shall be assigned first.

SECTION 4. EXCEPTIONS TO NORMAL POSTING

A. If an Extra Board operator requests OTR, for less than one full day, he/she will be kept in rotation and given the first available piece of work that fits the operator's OTR request, excluding Protection. If the OTR request does not affect the operator's assigned work schedule, the OTR request will not be recorded.

B. Operators with No?Shows will be placed on the bottom of the rotation list when they report to the Dispatcher in person or by telephone. Operators reporting in from a No?Show prior to 1:00 PM, will be placed at the bottom of the Extra Board rotating list the day of the No?Show. Operators reporting after 1:00 PM will not be placed on the bottom of the rotating list until their following work day.

C. Operators reporting off the sick list have the option of requesting consideration for any available work that cannot be filled by an available Extra Board Operator. The operator reporting off the sick list will have first chance at any available work that has not been assigned over those operators that have signed the Extra worksheet. Operators working under these conditions will have their sick leave pay reduced for that day by the number of hours they actually work, including Report and Check?In time. This option is at the sole discretion of the operator. He/she is under no obligation to accept work if it is not desired. In the event that several operators choose to exercise this option, the Dispatcher will prioritize the operators by order of their seniority (i.e. Extra Board operators then regular operators.)

D. An operator working past 9:00 PM will not be required to return to work prior to 9:00 AM the following day.

Any operator who works past 9:00 PM and who does not return to work prior to 9:00 AM the following day and who is thereby precluded from taking out a piece of scheduled work prior to 9:00 AM will be placed on protection at 9:00 AM by the Dispatcher.

E. Any operator who is booked on a run that works past 9:00 PM will not be assigned to work any additional work prior to 9:00 AM the same day.

SECTION 5. POSTING AND VOTING VACATION, OTR, SICK
AND TERMINATION FILL SHEET

Permanent vacancies occurring in the regular runs, vacations and OTR fills will be posted for bid to the Extra Board. All fills will be bid on by the Extra Board in the order of their seniority. The following rules will apply to posting and voting the fill sheet.

A. The fill sheet will be posted at 12:00 NOON, Thursday, of each week and voted on by 12:00 NOON the following Wednesday. The vote will be effective the following Monday.

B. Jobs on the fill sheet not voted on by 12:00 NOON Wednesday, will be assigned in reverse order of seniority of the Extra Board operators that are eligible to work the job.

C. Jobs that become available after the 12:00 NOON Thursday, posting, will be worked off the Extra Board until the effective date of the next posting.

D. Extra Board operators voting, or assigned a job fill, will have that job as long as it is open or until the next voting of regular runs.

E. Extra Board operators that are working a vacation fill and who during that fill period, take vacation time, will, for the duration of their vacation, be paid as an Extra Board operator (i.e. 40 hours).

F. Extra Board operators working a vacation fill who sign the extra work sheet will be considered a Regular operator for seniority purposes.

G. Extra Board operators filling a job will be removed from the Extra Board for the period of the fill.

NO-SHOW RULE

SECTION 1. When a regular or Extra Board operator fails to report in time for his/her run, or for any Report Time as specified by the Company, it shall be counted as a No-Show. The Company agrees not to suspend operators for having no shows. Progressive disciplinary action up to and including termination will be administered to operators with a record of No-shows. Any operator receiving eight (8) No-shows within a twelve (12) month period from the date of the first No-Show will be subject to discharge.

Employees who No-Show may be required to work on the day of the No-show. Work performed on that day will be at the discretion of the Employer and will be at the bottom of the Extra Board. Operators reporting in from a No-show prior to 1:00 pm will be placed on the bottom of the Extra Board rotating list the day of the No-show. Operators reporting in from a No-show after 1:00 PM will have their next day's run assigned to the Extra Board and they will be placed on the bottom of the Extra Board rotating list for that day. In the event an operator receives a No-show due to an error by the Company, all operators involved shall revert back to their original assignments as soon as possible.

SECTION 2. Any Extra Board operator obtaining a No-Show will have his/her weekly guarantee reduced by eight (8) hours for each day served on the bottom of the Board, per Section 1 of this Article.

SECTION 3. Any operator reporting sick before going to work must call in thirty (30) minutes before Report Time to avoid being charged with a No-Show.

SECTION 4. Any employee who receives a No-Show as a result of being involved in a traffic accident while in-route to work may appeal to Management to have the No-Show removed from his/her record under the following conditions. The accident must have occurred within one and one-half hours prior to the employee's report time. The employee must provide Management with a copy of the Police Accident Report within seven (7) working days after the date of the accident.

SECTION 5. In the event a regular or extra-board operator receives a No-Show and 48 hours have elapsed and the operator has not reported to the Dispatcher his/her availability for duty, that operator shall not be allowed to return to work without approval of the General Manager or his designee. The 48 hours shall begin with the date and time the operator receives the No-Show.

ARTICLE 31

OPERATOR ? UNIFORM ALLOWANCE

SECTION 1. The Employer will maintain, with mutually agreed upon uniform suppliers, contracts or agreements for operator's uniforms. The Company will then pay to said supplier the first Two Hundred Twenty Five dollars (\$225.00) of uniform purchases made by each full time operator.

Operators shall be allowed to purchase lumbar support cushions as part of the annual uniform allowance. Effective January 1, 2000 the annual allowance shall be increased to Two Hundred and Fifty dollars (\$250.00.) The Company will determine and bear the full cost of all uniforms for part time bus operators.

PROVISIONS RELATING TO MAINTENANCE DEPARTMENT

ARTICLE 32

WAGES ? MAINTENANCE DEPARTMENT

SECTION 1. The wages for Maintenance Department employees covered by this Agreement shall be as follows:

	EFFECTIVE DATES			
	January 1	January 1	January 1	January 1
	1999	2000	2001	2002
Master Mechanic-start	14.09	14.50	14.92	15.38
Master Mechanic				
after 6 months	14.69	15.10	15.52	15.98
Skilled Mechanic-start	13.55	13.96	14.38	14.84

Skilled Mechanic

after 6 months	14.09	14.50	14.92	15.38
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Semi-Skilled Mechanic	12.20	12.61	13.03	13.49
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-start

Semi-Skilled Mechanic

after 6 months	13.55	13.96	14.38	14.84
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FOR UTILITY HIRED BEFORE JANUARY 1, 1993

	12.40	12.81	13.23	13.69
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FOR UTILITY HIRED AFTER JANUARY 1, 1993

1st 12 months	8.50	8.91	9.33	9.79
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2nd 12 months	8.85	9.26	9.68	10.14
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After 24 months	9.10	9.51	9.93	10.39
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FOR BUILDING MAINTENANCE

1st 6 months	9.06	9.47	9.89	10.35
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2nd 6 months	9.90	10.31	10.73	11.19
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FOR TERMINAL MAINTENANCE

1st 6 months	9.06	9.47	9.89	10.35
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2nd 6 months	9.90	9.47	9.89	10.35
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SECTION 2. At the completion of each "step", the subsequent pay increase will become effective at the beginning of the next payroll period.

ARTICLE 33

TIME ALLOWANCES ? MAINTENANCE DEPARTMENT

SECTION 1. Working Foreman will receive thirty cents (\$.30) per hour over his/her straight time hourly rate.

SECTION 2. The eight (8) hour day of all Maintenance employees shall be completed within a spread time of nine (9) consecutive hours.

SECTION 3. The hourly rates for all employees shall be increased by \$.25 per hour if fifty percent (50%) or more of an employee's work schedule is between the hours of 7:30 PM and 12:00 AM and by

\$.30 per hour if fifty percent (50%) or more of work time is between hours of 12:00 AM and 7:30 AM.

SECTION 4. The Company will pay \$.25 per hour to Utility employees for the breaking in of new Utility employees. A single Utility employee will be designated for training each new employee and a definite schedule will be established for the training period.

SECTION 5. The Company will pay twenty (20) minutes at the hourly rate of pay for making out Accident/Incident Reports.

SECTION 6. The Company shall pay \$.25 per hour additional for training new Terminal and Building Maintenance employees. A single employee will be designated for training each new employee and a definite schedule will be established for the training period.

SECTION 7. The Company will ensure that all employees are provided with training sufficient in duration to insure the employee is familiar with any new equipment required for his/her job. If this training occurs outside the employee's normal shift, he/she shall receive the straight rate of pay for this training.

ARTICLE 34

SENIORITY ? MAINTENANCE DEPARTMENT

SECTION 1. The seniority list for Maintenance employees will show (1) Date of employment in Maintenance Department, (2) Date of entry into each classification.

ARTICLE 35

WORK DAY ? WORK WEEK ? DAYS OFF

SECTION 1. Work shifts in the Maintenance Department shall consist of eight (8) hours per day.

SECTION 2. All Maintenance employees will work five (5) days with two (2) days off per week. As many as possible successive days off per week will be granted. The employer will construct the Maintenance Department work shifts so as to contain at least forty (40) hours pay?time per week.

ARTICLE 36

ASSIGNMENT OF WORK ? MAINTENANCE DEPARTMENT

SECTION 1. Every three (3) months and at such other times as the employer deems necessary, the employer will determine how many of the Maintenance employees are needed on each of the work shifts and designate the regular assigned days off for each work shift. Maintenance employees then will be permitted to choose their work shift in accordance with their job (mechanic or utility) seniority date. All Maintenance Department shift votes will be divided into two (2) votes; one for mechanics, one for utility, except for Holiday work schedules.

SECTION 2. Two vote sheets, one for mechanics and one for utility will be posted at least two (2) weeks before the effective date of the vote. Senior employees in each section (mechanic), (utility), will have the first vote and each employee shall follow in order of his/her seniority.

SECTION 3. After the completion of each shift vote, Management will select one Maintenance employee on each shift to be Working Foreman (See Appendix A for Duties). During the absence of a Working Foreman, the senior employee on the shift will assume the duties of Working Foreman.

SECTION 4. It is the general policy of the employer in accordance with the maintenance needs, to use the Maintenance employees on work for which they are best qualified, reserving to the employer the right to judge qualifications and to assign the Maintenance employees to such work as it may deem necessary. Only in the case of emergencies will Master, Skilled and Semi-Skilled classifications be required to perform less skilled work outside the premises of the operating facility.

SECTION 5. Holiday work as defined in Article 10, Section 1, of this Agreement will be voted by company seniority at the same time each three months work assignments are voted. Only the Holiday work occurring during that vote period will be voted. All Holiday shifts not voted will be worked in reverse order of seniority. Employees on vacation during a Holiday will be passed if it becomes necessary to assign Holiday work in reverse seniority. Trading of Holiday work between employees will not be permitted.

SECTION 6. It is understood that work shifts for new employees in the Maintenance Department will be assigned by Management during the probationary period, in order to facilitate the employees' training on the job.

SECTION 7. Maintenance employees called out before or after their regular working hours shall be on a voluntary basis and shall be paid at a minimum of three (3) hours.

ARTICLE 37

JOB CLASSIFICATION ? MAINTENANCE DEPARTMENT

SECTION 1. In the Maintenance Department, the job classifications shall be: (1) Mechanic, (2) Utility, (3) Building Maintenance or (4) Terminal Maintenance. The job classification of mechanic consists of three skill levels: Semi-Skilled; Skilled; and Master. The job descriptions for the mechanic skill levels, Working Foreman, Building Maintenance and Terminal Maintenance positions appear in Appendix A to this Agreement.

SECTION 2. Any employee at any time may engage in less skilled work without it affecting his/her job skill level. Also, an employee may assist in a higher skill work for the purpose of learning higher skilled jobs.

SECTION 3. A shop employee will be given the opportunity to advance to a higher skill level under the following criteria.

A. All applicants for Skilled Mechanic will have at least one (1) year of service as a Semi-Skilled Mechanic. All applicants for Master Mechanic will have a minimum of three (3) years experience as a Skilled Mechanic. Management shall have the discretion to determine if an applicant is qualified to take any test for advancement prior to the above specified service limits.

B. Advancement to the position of Skilled Mechanic will be through the process of taking a written test and a practical performance test. Advancement to the position of Master Mechanic will be through the process of taking a written test only. Applicants for Skilled and Master Mechanic will take either written Test A or Test B which will be jointly administered by the Director of Maintenance and the Union Shop Steward. The grading of Test A or Test B will be accomplished by the Director of Maintenance.

The practical performance test for the position of Skilled Mechanic will be jointly administered by the Director of Maintenance and the Union Shop Steward. The grading of the practical performance test will be accomplished by the Director of Maintenance.

The tests for Skilled and Master Mechanics will be maintained in the Office of the General Manager who will issue an "A" or "B" version, at his/her discretion.

An applicant for Skilled or Master Mechanic who fulfills all of the above requirements will be recommended by the Director of Maintenance, in writing, to the General Manager for advancement to the appropriate skill level.

Should an applicant for Skilled or Master Mechanic fail to pass the written test, he/she will be required to wait 30 days prior to taking the alternate version of the applicable test. If he/she fails on occasion of the second test, he/she will be required to wait for a minimum of six (6) months before they retest.

A copy of the test answer sheets for Skilled and Master Mechanic applicants will be filed in their Personnel Records Jacket regardless of

whether they passed or failed the test.

ARTICLE 38

PROMOTIONS ? MAINTENANCE DEPARTMENT

SECTION 1. When the employer determines that a vacancy exists in a job classification, or when it is desirable to train an employee for any position up to but not including Working Foreman, such vacancy shall be filled from the ranks of the Maintenance employees in lower classifications on the basis of job classification seniority, providing employees of sufficient ability and qualifications are available for that purpose. Ability and qualifications will be determined by an aptitude test.

SECTION 2. All vacancy bidding shall be posted for a period of five (5) days, in which period qualified employees may bid on such vacancy according to his/her job classification seniority.

SECTION 3. Employees promoted under the provision of this article shall be given not more than forty-five (45) days within which to qualify. In the event any employee fails to qualify within such period, he/she shall revert back to his/her former classification without loss of seniority. It is understood that successful bidders will be awarded vacancy positions within five (5) days after the bidding period is closed.

ARTICLE 39

UNIFORM AND TOOL ALLOWANCE

SECTION 1. The Company agrees to provide coveralls or shirts, trousers and shop coats, as well as, laundry service for authorized maintenance personnel. The Company also agrees to provide a uniform allowance with mutually agreed upon suppliers for winter wear to all Utility personnel in the amount of \$125.00 per year. The Company agrees to provide an annual allowance with mutually agreed upon suppliers for safety boots to all maintenance employees in an amount of \$50.00 per year. Any additional items that are required by the Company, such as hard hats, safety glasses, etc. shall be paid for by the Company.

SECTION 2. The Company agrees to pay an annual tool allowance for all Master, Skilled and Semi-Skilled mechanics, to mutually agreed upon tool suppliers, for the purchase of tools needed in the performance of their duties. Master Mechanics shall receive \$350.00, Skilled Mechanics shall

receive \$300.00 and Semi-Skilled Mechanics shall receive \$275.00.

SECTION 3. The Company will obtain and cover the cost of insurance on mechanic's tools and tool boxes. The maximum coverage per employee's tools will be \$5,000. All mechanics will provide the Company with an inventory list of all insurable items, in the format provided by Management. The employee will be responsible for updating his/her inventory list.

SECTION 4. All Master, Skilled and Semi-Skilled mechanics shall own a complete set of hand tools as may be required to perform their specific duties, and shall keep their tool box clean and in a proper place at all times.

SECTION 5. The Company shall provide all tools and equipment necessary for Building Maintenance and Terminal Maintenance employees to perform their duties.

PROVISIONS RELATING TO INFORMATION CLERKS

ARTICLE 40

WAGES

SECTION 1. The wages of all Information Clerks covered by this Agreement shall be as follows:

EFFECTIVE DATES

	January 1 1999	January 1 2000	January 1 2001	January 1 2002
Hired before 8/94	10.47	10.88	11.30	11.76
Hired after 8/94				
1st 12 months	7.98	8.39	8.81	9.27
2nd 12 months	9.06	9.47	9.89	10.35
After 24 months	9.68	10.09	10.51	10.97

SECTION 2. Any pay increases will become effective at the beginning of the next payroll period.

SECTION 3. Part Time Information Clerks shall receive only pay. They shall receive no benefits spelled out in this Labor Agreement.

ARTICLE 41

TIME ALLOWANCES

SECTION 1. It is recognized that full time work for Information clerks is thirty two and one half (32 1/2) hours per week. This constitutes a six (6) hour work day plus check in/travel time of thirty (30) minutes per day for a total of six and one half (6 1/2) hours per day. Regular part time Information Clerks shall fill in as needed on days off, weekends, vacations, sick days, special assignments etc. Should additional hours of operation be added to the Downtown Terminal for customer information service, the additional hours will be offered to full time Information Clerks in seniority order. Should any hours remain, they will be offered to the part time Information Clerks in seniority order. Should any hours remain, they will be assigned to the part time Information Clerk with the least seniority.

SECTION 2. All Information Clerks shall report to the Dispatcher at the time scheduled for the beginning of their shift, unless otherwise directed.

SECTION 3. Time and one half shall be paid for all work performed in excess of eight (8) hours per day for employees scheduled for a five day work week.

SECTION 4. Transportation to and from the garage shall be arranged by the Dispatcher. Employees shall be compensated for any travel time in excess of the thirty minutes described in Section 1.

SECTION 5. The Company shall pay \$.25 per hour additional for training new employees. A single employee will be designated for training each new employee and a definite schedule will be established for the training period.

SECTION 6. The Company will pay a twenty (20) minutes at the hourly rate of pay for making out Accident/Incident Reports.

SECTION 7. Information Clerks shall be required to be neat and keep their work area orderly and presentable. They shall not create unsafe conditions in the booth. They shall not be required to do any general maintenance, routine sweeping or cleaning of the booth or terminal.

SECTION 8. The hourly rates for all employees shall be increased by \$.20 per hour if fifty percent (50 %) or more of the employee's work shift is between the hours of 7:30 PM and 12:00 AM.

ARTICLE 42

DAYS OFF, WORK ASSIGNMENTS AND SELECTION

SECTION 1. Work schedules shall be designated by job number. Job 1 through Job 3. When any of the three full-time employees are off for any reason, the part-time employee will cover their shift. If the part-time employee is unavailable, the priority is the AM and PM shifts. The person working Job 3 would be required to fill either Job 1 or Job 2 as needed.

SECTION 2. Work assignments shall be drafted monthly. Jobs 1 to 3 above will be voted monthly according to seniority by full time information clerks. The supervisor shall schedule all work known at the time of scheduling to include vacations, sick, special projects, etc. Work assignments shall be made on the basis of seniority for the full time Information Booth Clerks. Part time Information Clerks shall have a separate seniority list. Their work shall be assigned as needed by the Company. Available extra work shall be offered to full time employees in seniority order. If work remains after offering to all full time employees, the available employee with the lowest seniority shall be required to do the work if the part time employees are not available. The junior part time employee can not refuse the extra work.

SECTION 3. Sick Work - Coverage for the full time clerks for sick occurrences shall be filled by the part time clerk(s), if available. Each day shall be covered individually as it is by the extra board for the Operators.

SECTION 4. Special projects are work other than work in the information booth. This work shall be bid by seniority by all clerks starting with the full time clerks.

SECTION 5. Any vacancies created by full time Information Clerks' vacations shall be bid by part time clerks in seniority order. A week or more is bid as one piece of work. One day vacations are bid by the day.

ARTICLE 43

NO?SHOW RULE

SECTION 1. When an Information Clerk fails to report in time for his/her work assignment it shall be counted as a No?Show. The Company agrees not to suspend clerks for having no shows. Progressive disciplinary action up to and including termination will be administered to clerks with a record of No-shows. Before discharge for an accumulation of No-Shows, the clerk shall receive at least one written warning signed by his/her immediate supervisor. Employees who No-Show may be required to work on the day of the No-show. Work performed on that day will be at the discretion of the Employer.

SECTION 2. Any clerk reporting sick before going to work must call in thirty (30) minutes before the scheduled start time of his/her shift to avoid being charged with a No?Show.

SECTION 3. Any employee who receives a No?Show as a result of being involved in a traffic accident while in?route to work may appeal to Management to have the No?Show removed from his/her record under the following conditions. The accident must have occurred within one and one?half hours prior to the employee's report time. The employee must provide Management with a copy of the Police Accident Report within seven (7) working days after the date of the accident.

SECTION 4. In the event a clerk receives a No?Show and 48 hours have elapsed and the clerk has not reported to the Company his/her availability for duty, that clerk shall not be allowed to return to work without approval of the General Manager or his designee. The 48 hours shall begin with the date and time the clerk receives the No?Show.

ARTICLE 44

UNIFORMS

SECTION 1. In the event the Company should require Information Clerks to wear uniforms, they shall be provided at no cost to the employee.

ARTICLE 45

INFORMATION CLERKS - JOB DESCRIPTIONS

SECTION 1. The job descriptions for these employees appear in Appendix A to this Agreement.

PROVISIONS RELATING TO TRANSIT SURVEYORS

ARTICLE 46

WAGES

Section 1. The wages for all Transit Surveyors covered by this Agreement shall be as follows:

January 1, 1999	January 1, 2000	January 1, 2001	January 1, 2002
\$ 6.72	\$6.72	\$6.72	\$6.72

Section 2. Any pay increases, except annual increases, shall become effective at the beginning of the next payroll period.

Section 3. Transit Surveyors shall receive only pay. They shall receive no benefits spelled out in this Agreement.

ARTICLE 47

TIME ALLOWANCES AND WORK ASSIGNMENTS

Section 1. It is recognized that Transit Surveyors are part time employees. Their workweek shall be less than 40 hours per week. A workweek shall be Monday through Saturday. The hours of work will vary depending upon need, but will be based upon operating hours of the transit system.

Section 2. All Transit Surveyors shall report to the Director of Operations or his designee for work assignments. Work shall be assigned as needed by the Director of Operations or his designee without regard to seniority. As much as possible, work shall be assigned equally to all Transit Surveyors giving consideration, where possible, to their outside schedule conflicts.

Section 3. Employees shall not be compensated for travel time to and from the routes surveyed.

Section 4. The Company will pay twenty (20) minutes at the hourly rate of pay for making out accident/incident reports.

Section 5. The Immediate supervisor for the Transit Surveyors shall be the Director of Operations.

ARTICLE 48

UNIFORMS

Section 1. In the event the Company should require Transit Surveyors to wear uniforms, they shall be provided at no cost to the employee. Transit Surveyors, as representatives of the Company, shall be required to present a neat, clean appearance when on coaches.

ARTICLE 49

TRANSIT SURVEYORS - JOB DESCRIPTIONS

Section 1. The job descriptions for these employees appear in Appendix A to this Agreement.

ARTICLE 50

DURATION OF AGREEMENT

This Agreement shall be in effect from January 1, 1999 and including December 31, 2002, and shall remain in effect from year to year thereafter unless changed or terminated as herein provided. Either party desiring to make any changes or modifications in the Agreement to become effective at the end of the initial term or any annual extensions thereof, or desiring to terminate this Agreement at the expiration thereof, shall notify the other party in writing of its desires at least ninety (90) days prior to the expiration of the initial term or any extension thereof. In the event that any change or modification so requested by either party is not mutually agreed upon prior to the expiration date of this Agreement or any renewal thereof, the Agreement shall terminate at such expiration date unless the same shall be extended by mutual consent. After receipt of notification requesting changes, or modifications, the parties agree to set a mutually satisfactory date to meet and discuss same.

IN WITNESS HEREOF, the said Laidlaw Transit Services, Inc. has caused its corporate name to be hereunto subscribed by its Area Manager of Human Resources and its corporate seal hereunto affixed, attested by its General Manager, and the Union has caused this instrument to be signed in its name and on its behalf by its President and signed by the members of its "Committee on Agreement", herein duly authorized.

Dated at Colorado Springs, El Paso County, Colorado on this _____ day of 1999.

FOR THE AMALGAMATED TRANSIT

FOR THE COMPANY

UNION LOCAL NO. 19

General Manager

President

Members Of Committee On Agreement

Human Resources Supervisor

Area Manager of Human Resources

APPENDIX A

JOB DESCRIPTIONS

MAINTENANCE DEPARTMENT EMPLOYEES

UTILITY CREW AND MECHANIC SKILL LEVELS

SECTION 1. This section is devoted to a description of essential duties required in the job itself. A sufficient number of duties are listed to indicate the character of the work and give a clear conception of the variety of duties required. The duties listed include only the principal ones usually required for the job, are not to be construed to be a complete list of duties to be performed by employees whose jobs carry each such title and may be changed from time to time at the discretion of the Employer. Management agrees to discuss any changes to these job descriptions with the Union Executive Board prior to implementing the changes.

SECTION 2. THE UTILITY CREW

The Utility Crew is comprised of a Working Foreman and employees who act as fuelers, runners, and cleaners. The Working Foreman and the remainder of the Utility Crew are responsible, based on verbal and written instructions from the Director of Maintenance or his designee, for:

A. The cleaning and servicing of all buses in the fleet and parking them, after cleaning, in their designated areas.

B. For making bus changes and/or road calls during their shift.

C. Any and all other requirements made known to them, through the Director of Maintenance, his designee or the Working Foreman, relating to cleaning and servicing of the bus fleet.

SECTION 3. SEMI-SKILLED MECHANIC (Beginner-Trainee)

Under direct supervision removes and installs units of equipment of all kinds, broken, damaged and worn parts and performs minor repair work on all types of buses and equipment. Performs such duties as:

A. Assisting in the repair or replacement of any/all mechanical equipment under the guidance, direction and instruction of mechanics of higher classification.

B. Periodically watering batteries, draining air tanks and air lines on buses.

C. Greasing all parts of buses in accordance with established procedures and instructions.

D. Changing crankcase oil, adding oil to transmissions, differentials, steering gears and other similar units when required.

E. Changing and replacing oil filters and servicing air cleaners.

F. Replacing electric wiring, horns, dome lamps, fuses, tail lamps, marker lamps and oil sending units, etc.

- G. Inspecting, repairing and changing tires.
- H. Making bus changes or service calls when required.
- I. Performing other similar or less skilled work.

Individuals who are selected as Semi-Skilled Mechanics are required to possess a sufficient amount of tools at the inception of their employment to allow them to perform the above duties. Listed below is the minimum amount of tools that they must possess:

- A. Roll-around tool box
- B. Creeper
- C. Combination open and box end wrenches 1/4" to 1-1/4"
- D. Socket sets with ratchets and extensions:
 - 1) 3/8" drive 3/8" to 5/8" STD and Deepwell
 - 2) 1/2" drive 1/2" to 1 1/4"
- E. A 1/2" drive breaker bar handle-drive adapters 3/8" to 1/2" and 1/2" to 3/8"
- F. Straight blade screwdriver set, including stubby, Phillips blade screwdriver set, including stubby, Pliers, regular, water pump, needlenose, and side cutters
- G. Wire stripper and terminal crimper
- H. Three sizes crescent wrenches; 6", 8", and 12"

- I. Three sizes hammers, including 4 lb, ballpeen, and softhead
- J. Flashlight
- K. Inspection mirror
- L. Circuit tester light, 12 and 24 volt
- M. Set of punches
- N. Set of chisels
- O. Blow gun
- P. Magnet
- Q. A 1/2" drive impact wrench

SECTION 4. SKILLED MECHANIC

Under direct supervision, diagnoses problems or defects affecting the operation of buses. Is required to be able to operate the following shop equipment:

Soldering Gun	Sander	Drill Press
Tire Changer	Hand Drills	Lug Nut Impact Wrench
Grinders	Power Hack Saw	Presses
Fork Lift Charger	Steam Cleaners Body Grinder	Electric Testers Battery Brake Drum Micrometer

A Skilled Mechanic is required to perform the following jobs:

- A. Changing transmissions and axles.
- B. Resetting toe-in, replace and adjust steering boxes.
- C. Changing, adjusting voltage regulators and head lamps.
- D. Changing engines and accessory drive units to include:
 - Brake Jobs and Inspections Tune Ups
 - Brake Adjustments Lube Jobs (Oil and Filters)
 - Differential Changes Test Starters, Alternators,
 - Transmission Changes and Circuits
- E. Rebuild the following items:
 - Air Governors Sway Bars and Links
 - Brake Valves Air Dryers
 - Brake Chambers Slack Adjustors
 - Water Pumps Springs
 - Fuel Pumps Brake Cam Bushings
 - Heater Motors Kingpins and Bushings
 - Windshield Wiper Motors Radius Rods
 - Door Motors
- F. Make bus changes or service calls when requested.
- G. Performing other similar or less skilled work.

SECTION 5. MASTER MECHANIC

Under direct supervision, overhauls and repairs all components of all buses. Able to operate the following shop equipment in addition to that equipment listed under the duties of the Skilled Mechanic:

Pro-Link 2000	Armature Lathe
Valve and Rocker Grinder	Valve Seat Grinder
Micrometers	Paint Equipment
Acetylene Torch	Arc Welder
a. Solder	a. Flat
b. Silver Solder	b. Vertical
c. Braze	c. Various Thicknesses
d. Cut	d. Aluminum
e. Weld	e. Cast Iron

Able to perform below listed overhauls in addition to those overhaul functions performed by the Skilled Mechanic:

Starters	Valve Jobs
Steering Boxes	Alternators
Engine Fan Drives	Engine Overhauls
Transmission Overhauls	Blowers and Governors
Differential Overhauls	

A. Makes bus changes or service calls when requested.

B. Must be thoroughly familiar with the safety rules and regulations as they apply to paint shop equipment and be knowledgeable in all types of painting required in the maintenance of transportation equipment.

C. Performing various kinds of repair work on vehicle bodies, accessories and related equipment such as repairing and rebuilding accident damage.

- D. Performing other similar or less skilled work.

SECTION 6. WORKING FOREMAN (Shop and Utility Crew)

A Working Foreman will be appointed by the Director of Maintenance for each shift of Mechanics and for the Utility Crew. In addition to their regular duties, the Working Foremen will insure the continued operation of the Maintenance Shop during their shift in the following manner:

- A. Receive written or verbal instructions from the Director of Maintenance or his designee and insure same is carried out.

- B. Answer the Maintenance Shop telephone and record messages.

- C. Insure the proper handling of trouble calls and bus change requests during their shift.

- D. Notifying Management personnel in case of any emergency involving security of the property, fire, or unusual occurrence during their shift.

BUILDING AND TERMINAL MAINTENANCE EMPLOYEES

JOB DESCRIPTIONS

SECTION 1. This section is devoted to a description of essential duties required in the job itself. A sufficient number of duties are listed to indicate the character of the work and give a clear conception of the variety of duties required. The duties listed include only the principal ones usually required for the job, are not to be construed to be a complete list of duties to be performed by employees whose jobs carry each such title and may be changed from time to time at the discretion of the Employer. Management agrees to discuss any changes to these job descriptions with the Union Executive Board prior to implementing the changes.

SECTION 2. BUILDING MAINTENANCE EMPLOYEE

The Building Maintenance Employee is supervised by the Director of Maintenance or his designee. Based on verbal and written instructions from the Director, he/she performs the following duties, which include are but limited to:

- A. Minor Painting
- B. Changing of Light Bulbs
- C. General cleaning and facility upkeep and repair
- D. Mopping and sweeping bus storage garages with power sweeper
- E. Mopping, sweeping and cleaning maintenance bay floors
- F. Mopping, sweeping and cleaning storage areas
- G. Window washing
- H. Maintenance and care of landscaped areas
- I. General assistance to parts clerk and other maintenance employees as needed
- J. General pick up of outside trash and emptying trash containers
- K. Cleaning and minor repair of bus shelters and other bus stop amenities
- L. Removal of snow and oil residue
- M. Other similar duties as assigned by Director of Maintenance or his designee.

SECTION 3. TERMINAL MAINTENANCE EMPLOYEE

The Terminal Maintenance Employee is supervised by the Director of Maintenance or his designee. Based on verbal and written instructions from the Director, he/she performs the following duties, which include are but limited to:

- A. Maintaining the appearance and presentability of the downtown bus

terminal.

B. Removal of graffiti and other results of vandalism at the terminal.

C. Policing terminal area to discourage graffiti writing, littering, vandalism and other negative activities.

D. General cleaning of the terminal and information booth as needed.

E. Assure that all lighting, plumbing and transit signs are in good repair and functioning properly.

F. Provide general handyman skills to make repairs with small tools, touch-up paint cleaning solvents and tools as needed.

G. Represent the system to the public while wearing Company uniform.

H. Exercise firmness, mature judgement and courtesy when dealing with the public to protect the property and interests of the Company.

I. Provide information to the public about transit operations at the terminal.

J. Maintain daily records of all activities and report to management.

K. Make recommendations to improve procedures as required.

L. Removal of snow and oil residue

M. Other similar duties and special projects as assigned by the Director of Maintenance or his designee.

INFORMATION CLERKS

JOB DESCRIPTION

SECTION 1. This section is devoted to a description of essential duties required in the job itself. A sufficient number of duties are listed to indicate the character of the work and give a clear conception of the variety of duties required. The duties listed include only the principal ones usually required for the job, are not to be construed to be a complete list of duties to be performed by employees whose jobs carry each such title and may be changed from time to time at the discretion of the Employer. Management agrees to discuss any changes to these job descriptions with the Union Executive Board prior to implementing the changes.

SECTION 2. The position of Information Clerk entails maintaining a direct, effective liaison with the public via telephone and at the Inform-ation

Booth. Their job is to provide a service to the public and to present the Company in a favorable light to all customers re-questing their assistance. Information Clerks are expected to do the following, which include but are not limited to:

A. Be patient, courteous, and forbearing with all customers even though you may be provoked.

B. Provide any/all information to the public, relative to the scheduled arrival and departure of all buses, in an accurate, courteous and pleasant manner.

C. Answer questions, to the best of their ability, during adverse weather conditions regarding unavoidable delays of buses, in a courteous, pleasant manner.

D. Issue bus schedules and maps upon request, and maintain an ample supply of said schedules/maps in the Information Booth.

E. Make change as required upon request, for actual or potential bus riders.

F. Sell Monthly Passes and/or Punch Cards to the public.

G. Accept and document any/all Complaints and ensure subject complaints are turned in to the person designated by the Company at the end of their shift.

H. Avoid verbal or other forms of confrontations with the public at the Booth or on the telephone.

I. Report all disturbances in the Downtown Terminal immediately to the dispatcher on duty or Human Resources Supervisor.

J. Safeguard all monies and other valuables collected, to the best of their ability, to include restricting entry into the limits of the Information Booth to only absolutely essential personnel, i.e., General

Manager, Human Resources Supervisor, Director of Operations, Cashier, Street Supervisor on official business, or Drivers on official business.

K. Ensure upon departing the Information Booth, all valuable items are properly secured and the door to the Information Booth is locked.

L. Conduct surveys of current and potential customers.

M. Represent the Company at special events to answer questions of the public and provide information.

N. Other similar duties assigned by the Company.

TRANSIT SURVEYORS

JOB DESCRIPTION

Section 1. This section is devoted to a description of essential duties required in the job itself. A sufficient number of duties are listed to indicate the character of the work and give a clear conception of the duties required. Management agrees to discuss any changes to these job descriptions with the Union Executive Board prior to implementing the changes.

Section 2. The position of Transit Surveyor entails data collections for use by the Company in preparing regular reports on operational activities and for making changes to transit operations by performing the below listed duties. Transit Surveyors are expected to do the following, which include but are not limited to:

A. Conducting various types of surveys of ridership, transit amenities, neighborhoods or businesses, traffic flow, parking, housing, educational facilities, recreation, zoning, and other conditions, which affect transit operations and planning of transit services.

B. Summarize and record information gathered from surveys, maps, reports, field and file investigations in manners prescribed, both in writing and in computerized files.

C. Enters collected data into a computer as required.

D. Other similar duties as assigned by the Company.

APPENDIX B

SICK LEAVE PERFORMANCE CODE

I. INTRODUCTION

The ensuing Sick Leave Performance Code is intended to encourage a more objective use by employees of accrued sick leave.

II. DEFINITIONS

A. Occurrence: A single absence, irrespective of the number of consecutive days.

B. Hearing: Conference called by Management, when employee's sick leave status changes from Step I to Step II. Union participation will be invited.

C. Suspension: There will be no suspensions as part of this code.

III. STEPS

There are three (3) Steps in the Performance Code which are as follows:

A. STEP I ? Five (5) or more occurrences within previous six (6) months or less. Occurrence involving admittance to hospital as a bed patient; confined to limits of residence by doctor's order; loss of the use of a limb (i.e. broken leg/arm) will be treated as an occurrence.

B. STEP II ? Two (2) or more occurrences within a three (3) month period from the date of completion of Step I. If an employee in Step II succeeds avoiding two (2) sick occurrences over a three (3) month period, he/she will move back to Step I.

C. STEP III ? One (1) or more occurrence within three (3) month period from the completion of Step II or a total of ten (10) occurrences in any consecutive twelve (12) month period. If an employee in Step III succeeds in not accruing another occurrence over a three (3) month period, he/she will move back to Step II.

D. FEIGNING ILLNESS to avoid work at any time and/or under any circumstances, will be sufficient justification to consider termination.

IV. GUIDELINES OF DISCIPLINE

Your attention is invited to Table I attached.

V. RECORD KEEPING

Sick occurrences will be recorded as necessary and maintained by the Dispatcher/Maintenance Manager. Questions relative to the exact status regarding an applicable Step, should be presented to the Dispatcher/Maintenance Manager.

VI. GENERAL GUIDELINES

A. Any employee that moves forward from one Step to another, will be informed by Management in writing, within five (5) days from the date the move occurred.

B. Employees are welcome to review their Sick Leave Record. Advance notification would be appreciated, but not required.

C. Questions relative to sick occurrences in Steps I, II or III will be resolved by conducting a Hearing, involving the employee concerned, a

Union representative and members of Management.

D. Sick Leave Records, relative to occurrences, will not be closed out at the end of the calendar year. Occurrences shall be recorded on a consecutive twelve month basis.

E. A medical certificate will not be required for an employee to return to work, unless required by the Labor Agreement, however, a certificate is welcomed and encouraged. After extended illness, employees may be requested to provide a certificate indicating their physical ability to return to work. Medical certificates will be given appropriate consideration during a Hearing.

F. Sick occurrences involving hospitalization or employee injury as a result of incidents or accidents, may be considered as excusable in Step I, II, or III. It is advisable that any employee having a Step I, II or III occurrence, make arrangements with Management for a Hearing if the employee believes the latest occurrence was an excusable occurrence.

G. Employees will be given the opportunity to defend their actions when a question arises relative to actual physical condition and ability to perform their job.

H. For purposes of implementing this code, any employee who has four (4) or fewer occurrences on January 1, 1993 shall have his/her sick leave record for purposes of this code begin on January 1, 1993. Any employee who has five (5) or more occurrences on January 1, 1993 shall have his/her sick leave record for purposes of this code begin on January 1, 1992 except that one half (1/2) of the occurrences in 1992 shall not be considered in application of this code.

TABLE I.

GUIDELINES OF DISCIPLINE

SUBJECT: SICK LEAVE PERFORMANCE CODE

EFFECTIVE: JANUARY 1, 1996

Step	ATTENDANCE RECORD	HEARING	SUSPENSION	TERMINATION
I.	5 or more occurrences within previous 6 months.	Yes.	0	No.
II.	2 or more occurrences within 3 month period from completing Step 1.	Yes.	0	No.
III.	1 or more occurrences within 3 months of completing Step 2, OR, having a total of 10 occurrences in a 12 month period.	Yes.	0	Yes. Advisable pending Hearing.