

Agreement

Introduction

This Agreement is entered into by and between Laidlaw Transit Services, Inc., its successor and assigns (hereinafter referred to as the “Employer”) and the Amalgamated Transit Union, Local #998 (hereinafter referred to as the “Union”).

It is recognized that the welfare of the members of the Union depends on the welfare of the Employer, which in turn is dependent upon the good will and patronage of the community served. Since these mutual advantages can be gained only by giving the highest type of services, the Union agrees to exert every effort to raise the standards of ability in order to make the service more desirable and attractive to the public. The Employer agrees that it will cooperate with the Union in its efforts to promote harmony and efficiency among all the Employer’s employees.

It is recognized that the Employer and its employees are obligated to perform essential public services, and this service must be continuously performed in a courteous, on-time, complete manner.

The purpose of this Agreement is to provide for the establishment of an equitable and peaceful procedure for the resolution of differences, the promotion of economical transportation services, and the establishment of rates of pay and other terms and conditions of employment.

ARTICLE 1

General Provisions

Section 1.1 – Scope of Agreement

A.) Separability.

Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision will apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Article, Section or portion thereof. Neither party shall be under any obligation to renegotiate any Articles, Sections or portions of this Agreement, which are not affected by such decision.

B.) Waiver of Bargaining Rights and Amendments to Agreement.

During the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Employer and the Union. This Agreement comprises the total and entire Agreement between the Union and the Employer pertaining to wages, rates of pay, hours of employment and other terms and conditions of employment with respect to the employees covered by this Agreement. There are no side agreements, oral agreements, or other past practices that are recognized by the Employer or Union in this Agreement.

Section 1.2. – Non Discrimination

A.) Gender Terms.

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

B.) Equal Opportunity.

The Employer and the Union each agree that they will not unlawfully discriminate against any individual with respect to hiring, promotion, discharge, compensation and other terms, conditions and privileges of employment, nor will it limit, segregate or classify employees so as to unlawfully deprive any individual of employment opportunities because of such individual's race, color, religion, sex, sexual orientation, national origin, age or disability. The parties agree that disputes under this Article shall be resolved through the grievance and/or arbitration procedures. However, it is understood that nothing in this Agreement prohibits an employee from the lawful and timely pursuit of any remedy allowed by law.

C.) Affirmative Action and Job Accommodation

Nothing in this Agreement is intended nor shall be construed to prohibit or discourage compliance by any party with Federal, State or local laws pertaining to discrimination, affirmative action, or job accommodation nor to prohibit the Employer from complying with the lawful mandates or directions of its customers with respect to discrimination, affirmative action or job accommodation. The Employer may take any action required or proper under such laws, mandates, or directions, with reasonable notice to the Union, and neither such action nor its effect may be deemed a violation of this Agreement.

Section 1.3 - Retention of Managerial Prerogatives

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions possessed by the Employer prior to the execution of this Agreement are specifically reserved to it and vested exclusively in the Employer. Further, by way of example and not by way of limitation, the rights, powers and authorities of the Employer shall include the right:

- a. To reprimand, suspend, discharge, or otherwise discipline employees for cause and to determine the number of employees to be employed.
- b. To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff or recall employees to work, and retire employees.
- c. To set the standards of productivity, the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; and to set the starting and quitting time and the number of hours and shifts to be worked.
- d. To close down or relocate the Employer's operations or any part thereof, to expand, reduce, alter, combine, transfer, subcontract, assign, or cease any job, department, operation, or service; to control and regulate the use of vehicles, facilities, equipment, and other property of the Employer or the Customer.
- e. To introduce new or improved technology, research, service, and maintenance methods, materials, equipment; to determine the price at which the Employer contracts its services, to determine the methods of financing its operations and services; and to determine the number, location and operation of departments, divisions, and all other units of the Employer.
- f. To issue, amend and revise reasonable policies, rules, regulations, and practices including rules of conduct or standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's employees, and to carry out the lawful directives of the customers to whom the Employer contracts its services if not in violation of this agreement.

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

Nothing in this Agreement shall be construed to prohibit the Employer from fulfilling its contractual responsibilities to Milwaukee County.

Section 1.4 – Recognition of Union

The Employer recognized Amalgamated Transit Union Local #998 as the exclusive representative of "employees" as defined in Section 1.6 of this Article, deemed appropriate on November 9, 1999 by the National Labor Relations board in Case No. 30-RC-6106, for purposes of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for all such employees.

A.) Union Security

In the case of all present employees effective immediately from the date of the signing of this Agreement and in the case of employees hired hereinafter thirty (30) days from the date of their hire each employee covered by this Agreement must satisfy, as a condition of employment, the financial obligations to the Union as the unit's exclusive bargaining representative. This financial obligation shall be understood to be the initiation fees, dues and assessments of regular membership in the Union, and/or the financial core equivalent of these dues and fees. The satisfaction of this obligation shall be considered to be a condition of continued employment.

B.) Check Off

The Employer agrees to deduct each month from the wages of every employee who signs a CHECK-OFF AUTHORIZATION AND ASSIGNMENT the amounts of their monthly dues and initiation fee payments set forth in the by-laws of the Union, and not later than 7 days after such deduction, remit the total of such deductions with a list of deductions to the Financial Secretary-Treasurer of the Union. It is understood that such check-off authorizations are revocable in the manner stipulated therein. Copies of such check-off authorizations are attached hereto marked exhibit "A" and "B" and are parts of this agreement. The Union accepts full responsibility for obtaining check-off authorization from its members and delivering such authorizations to the Employer.

The Employer agrees to deduct from the wages of any member of the Union who signs a deduction authorization, the amounts specified therein for voluntary contributions to the Union's Committee on Political Education (C.O.P.E.). A copy of such check-off authorization is attached hereto marked exhibit "C" and is a part of this agreement.

The Union agrees to indemnify and hold harmless the Employer from any and all liability, actions, claims, and demands of any kind by any member of the Union by reason of any deduction withheld from any employee's pay under the provisions of this Section.

C.) Recognition of Representatives

From among the employees employed in the Bargaining Unit, the Union may designate and the Employer will recognize not more than one (1) Shop Steward and one (1) Executive Board Member to serve as the Union's representatives. The Employer shall not be required to recognize any employee as its representative unless the Union has informed the Employer, in writing, of the employee's name.

D.) Compensation of Representatives While Engaged in Union Activity

Union representatives shall not be compensated by the Employer for duties as Union Representative and shall perform such duties during times when they are not scheduled to work for the Employer. Meetings between the Employer and Union representatives will be held at a mutually agreeable time. If such meetings are scheduled during the representative's work time by the Employer, the Employer will pay for their lost time. Time lost shall not count against the Representative towards bonuses and incentives.

E.) Union Visitation, Meetings with the Company

Upon reasonable prior notice and consent by the Employer, which consent shall not be unreasonably withheld, a representative of the Union will be allowed access to the Employer's premises for the purpose of investigating or adjusting an actual grievance. The Union Representative will confine any conversations with employees to non-work time and his/her activities will not in any manner interfere with the performance of work by the employees.

F.) Union Leave

Employees who may be called upon to transact business for the Union which requires their absence from duty shall, upon application, be allowed to absent themselves without pay or other benefits sufficient to transact such business, provided that the number applying for leave of absence is not so great as to be detrimental to the service; and, provided further, the Union shall file with the employee's Project Manager a written application for such leave and shall advise therein the estimated length of such leave. Any Union activity does not exclude the member from bonuses and incentives, benefits, or count as absences. The Union will give the Employer forty-eight (48) hours prior notice except in cases of unforeseen circumstances.

G.) Union Bulletin Boards

The Employer shall pay for one half the cost of a bulletin board mutually selected by the Union and the Employer. The Union may post notices bearing the written approval of an officer of the Union. Such notices shall be limited to notices of meetings, social occasions and matters pertaining to Union business. Said bulletin board will be located in such a manner that all employees may easily view its contents.

Section 1.5 – Drug and Alcohol Policy

The parties agree that the Milwaukee County Drug and Alcohol policy, in addition to the Laidlaw no tolerance policy in effect this date, will be the contractual provision. In the event that Milwaukee County revises its policy in effect this date, and that should the new policy provide for rehabilitation, it will become the contractual provision replacing the Laidlaw no tolerance policy.

Section 1.6 – Employees

A.) Definition of Employees

Whenever used in this Agreement, the term “employees” shall mean all full-time and part-time operators, reservationists, mechanics, utility workers, and dispatch clerks employed by the Employer who perform work for Laidlaw Transit Services, Inc. and its successors in Milwaukee County, but excluding dispatchers, payroll clerks, trainers, road supervisors, managers, guards and Supervisors as defined in the National Labor Relations Act. This definition shall not be interpreted to exclude part time supervisory personnel from the bargaining unit who perform bargaining unit work.

B.) Definition of Probationary Employee

The term “probationary employees,” as used herein, shall mean those who have not completed the probationary period. All probationary periods shall be ninety (90) complete days actually worked. No employee shall be allowed to bid a job during his/her probationary period. During the first thirty (30) days of probation, the employee shall not have access to the grievance procedure. During the remaining sixty (60) days, the employee shall have access to the first three (3) steps of the grievance procedure. At no time during the probationary period shall the employee have access to the arbitration procedure.

C. Definition of Full-Time Employee

A “full-time employee” is defined as an employee regularly scheduled to work thirty-five (35) hours or more in a workweek.

Section 1.7 Seniority

A. Seniority Defined

The term seniority, as used in this Agreement, shall mean:

- a. Length of continuous service, and
- b. Qualified to perform the job.
- c. There shall be separate seniority lists for full-time and part-time operators, reservationists, dispatch clerks, mechanics, utility workers.
- d. All seniority lists shall be updated monthly and posted on the appropriate departmental bulletin boards. The Company shall provide the Union with a list of all changes in status of bargaining unit employees. This shall include new hire, resignation, and discharge, off sick, leave of absence with an expected date of return. This will be done monthly.

B.) Layoff

- a. **Determination of Layoffs** The employer will determine the timing of layoffs, and the number of employees to be laid off.
- b. **Layoffs** When a reduction in the work force becomes necessary, as determined by the Employer, such layoffs shall be made by inverse seniority as defined above. However, the elected Union representatives shall have super seniority and be the last laid off.

C.) Recall From Layoff

- a. **Order of Recall** Employees will be recalled by seniority as defined above.
- b. **Notice of Recall** The Employer will forward notice of recall by certified mail to the last known address of the employee as reflected on Employer's records. The employee must, within ten (10) working days of delivery or attempted delivery of the notice of recall, notify the Employer of his intent to return to work on the date specified for recall and, thereafter, return to work on such date.

D.) Termination of Seniority

An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- a. Pursuant to the grievance procedure.
- b. The failure to give notice of intent to return to work after recall within the time period specified in Section 1.7 C(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.
- c. The failure to return to work upon expiration of an approved leave of absence.
- d. Having been on layoff of a period of more than twelve (12) months.
- e. Working for another employer while on a leave of absence, unless prior approval has been obtained.

E.) Return of Personnel to the Bargaining Unit

Employees appointed to positions not represented by the Union shall have their seniority frozen. Employees returning to the bargaining unit for whatever reason within a ninety (90) days worked trial period shall be permitted to re-enter the seniority classification only to an open job for which he/she can qualify. He cannot "bump" another employee, but will be allowed to use his/her frozen seniority at the next job pick. Employees remaining in positions outside the bargaining unit beyond ninety (90) days worked may re-enter the seniority classification to an open job for which he/she qualifies, but shall not retain any previously earned seniority for purposes of job selection.

F.) Transfer Employees

Employees that transfer to the project from other Laidlaw facilities will be allowed to count their years with Laidlaw for purposes of placement on the salary and benefit schedule, but will be placed at the bottom of the project seniority lists for job picks, other work assignments, layoffs and recalls.

Section 1.8 Departmental Transfers

In the event a job opening becomes available in any of the bargaining unit departments (Office/Clerical, Operators, and Maintenance), the following rules will apply:

1. When a job vacancy is to be filled or an opening is created by a new job, notice of such vacancy or opening, with the job description and rate applicable, will be posted in each department for three (3) working days, Saturdays, Sundays, and holidays excluded.
2. In the event that a job vacancy is not to be filled, a notice will be posted in the affected department stating that the job is being eliminated and the reason for the elimination.
3. An employee desiring to bid on a posted job shall submit his/her bid in writing within three working days (Saturdays, Sundays, and holidays excluded) of the posting to the Operations Supervisor.
4. The bidder with the greatest seniority in his/her seniority unit, who is most qualified, will be assigned the job. The employee who transfers to the vacant position will be subject to a twenty (20) day (actual work days) trial period. Such employee will keep his/her existing hourly rate during this trial period. Upon completion of the trial period, the employee will be placed in the pay scale equal with his/her years of service with the Employer.
5. If at the end of the trial period the employee is unable to qualify for the new position, the trial period may be extended with the consent of the Employer and the Union, or the employee may be returned to his/her former job, providing it has not been filled by an employee with greater seniority. If the former job has been filled, the disqualified employee shall not be permitted to exercise his/her seniority to bump any job of a rate classification higher than that of his/her original job in his/her seniority unit.
6. Bid sheets will be made readily available at all times.
7. The results of the job bidding will be posted within seven (7) days of the position being filled. A copy of the bid results shall also be given to the Union within seven (7) days of the position being filled.
8. In the event a posted job is not bid by a qualified employee, the Employer has the sole discretion to fill the job vacancy, however the decision is subject to the grievance procedure.

9. In the event a job is abandoned or is affected by a layoff due to reduction in forces, the employee affected will be notified and can exercise his/her unit seniority to bump on any job in his/her seniority unit for which he/she is qualified.
10. The Union will be furnished a copy of all jobs posted for bid.
11. Employees will not be encouraged or discouraged in bidding/not bidding on a job by any representative of the Union or the Employer.

Section 1.9 - Disciplinary Procedures

- A. All disciplinary processes will be performed by a Project Manager, Operations Manager, or his/her designee with Union Representation unless declined by employee. A copy of the signed waiver shall be given to the Union.
- B. All hearings which may result in a disciplinary action shall be attended by the charged employee. A Union representative shall also attend the hearing unless declined by the employee in writing.
- C. Such hearings shall be held within a five (5) day period (excluding weekends and holidays) following notice of hearing unless the parties mutually agree to an extension of time.
- D. Employees will be notified of investigations being undertaken within five (5) days of the Company becoming aware of incidents or circumstances giving rise to possible disciplinary actions. Saturdays, Sundays and holidays shall not be included in these five days.
- E. The Union will be notified 24 hours in advance of a scheduled disciplinary hearing. Once the union has been notified, if the union representative fails to attend the meeting, the meeting will proceed as scheduled.
- F. Non-disciplinary (administrative) suspensions may be used while conducting investigations. Employees will be compensated for time lost from regularly scheduled work if the investigation results do not warrant a disciplinary suspension.

Section 1.10 – Progressive Discipline

Any violation of posted and/or written company rules, policies and/or procedures may result in disciplinary action. With the exception of a violation of a serious infraction, as listed in the handbook, (dated December 2000) attendance policy as listed in the handbook, or unsafe act policy as listed in the handbook, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the Employer against the employee who violates any rule, policy or procedure.

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| First Violation: | Verbal warning with counseling |
| Second Violation: | Written warning notice |

Third Violation: Suspension or termination.

The definition of “first,” “second” and “third” violation above shall mean the violation of any individual rule. Following a non-serious infraction, if an employee goes twelve (12) months without committing the same non-serious infraction again, that infraction will be removed from the employee’s record.

Section 1.11 – Safe Vehicles

No employee shall be disciplined for refusing to drive a vehicle proven to be unsafe. Once repaired and signed off upon by the Employer’s maintenance department, the employee must drive the vehicle as directed. No employee shall be required to transport a passenger in a mobility assistance device unless the proper number of securement straps or devices, as determined by the Employer, are provided in the vehicle.

Section 1.12 – Grievance Procedure

A sincere endeavor will be made by all parties to dispose of grievances arising out of differences between employees and the Employer before a written grievance is filed.

If any disagreement arises between the parties over the application or interpretation of this Agreement, the discharge or discipline of an employee, or the application of a policy or procedure, the employees, the Union and the Employer agree that the procedure outlined below shall be the exclusive remedy for such disputes. However, it is understood that nothing in this Agreement prohibits an employee from the lawful and timely pursuit of any remedy allowed by law.

Step One: Within five (5) working days (employee’s working days) from the date the employee knew, or by reasonable diligence should have known, of the alleged occurrence, the aggrieved employee or his union representative shall file a written statement of the grievance with the Project Manager. Such statement shall be in sufficient detail to identify the nature of the grievance, the name of the aggrieved employee, the specific section of the Agreement allegedly violated, the date and place where the grievance occurred and the remedy sought. This statement must be signed by the aggrieved employee and his/her representative.

Step Two: Within five (5) working days (employee’s working days) after the written statement has been filed, the aggrieved employee and/or his union representative shall be accorded a hearing by the Project Manager or his/her designee. The Project Manager or his designee shall conduct such hearing and shall render a written decision within seven (7) calendar days from the conclusion of the hearing.

Step Three: Within five (5) working days (employee’s working days) following the answer in Step Two, or the date that the Step Two answer was due, the union may request in writing a hearing with the District Manager or his designee. The request must be in writing and presented to the Employer. The hearing shall be held within a period of five (5) working days (employee’s working days) from receipt of the request. The District Manager or his/her designee shall render a written decision within seven (7) calendar days from the conclusion of the hearing.

Section 1.13 – Grievance Arbitration

If the grievance is not resolved in the written response provided for in Step Three, and if the Union has processed the grievance in strict adherence with the express time limits set forth in this Article, the Union may file for arbitration. The request for arbitration must be in writing and sent to the Employer via certified mail (return receipt requested) and/or hand delivered with a receipt. Such filing must take place within forty (40) calendar days from receipt of the final decision from the Employer.

- a. The arbitrator shall be appointed by the Employer and the Union from a panel of arbitrators requested from the Federal Mediation and Conciliation Service. If a panel is obtained from the Federal Mediation and Conciliation Service, selection shall be made within fifteen (15) working days of receipt of said list, with the order of striking being determined by lot.
- b. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Employer. He/She shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall have no authority to accept for submission or render an award in a grievance in which the specific procedures of this Article, including the express time limits at each step, have not been adhered to. The arbitrator shall not hear nor decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the parties.
- c. The expenses of the arbitrator and hearing room will be equally shared between the Employer and the Union, otherwise each party shall bear its own costs.

Section 1.14 – Extension of Time

The Employer and the Union may mutually agree in advance to waive the limits contained in this Article.

Section 1.15 – No Strike No Lock Out

During the term of this Agreement, or any extension thereof,

- (a) Neither the Union nor its members will directly or indirectly cause, encourage, sanction, or participate in any strike of any kind, including but not limited to: work stoppage, slowdown, sympathy strike or to boycott against the Employer which is prohibited by the National Labor Relations Act; and
- (b) There will be no lockouts by the Employer.

Section 1.16 – Interest Arbitration.

In the case of any labor dispute where collective bargaining does not result in agreement after all reasonable efforts to agree in good faith, at the written request of either party all unresolved economic issues shall be submitted to a Board of Arbitration composed of three (3) persons as hereinafter

provided, one to be chosen by the Employer, one to be chosen by the Union, and the two thus selected to select a third disinterested arbitrator. The findings of the majority of said Board of Arbitration shall be final and binding on the parties thereto. All contract conditions shall remain undisturbed and there shall be no lockouts, strikes, walkouts or interference with or interruption of service during the arbitration proceedings. In the event that negotiations and/or arbitration hearings extend beyond the expiration date of this Agreement, all wages and wage adjustment covered under this Agreement shall be made retroactive to the date next following the expiration date.

Each party shall appoint its arbitrator within five (5) days after notice of submission to arbitration has been given. In the event that the two arbitrators selected by the parties are unable to agree upon the selection of the third arbitrator within ten (10) days from the date of appointment of the second-named arbitrator, then either arbitrator may request the American Arbitration Association to furnish a list of seven (7) members of the National Academy of Arbitrators from which the third arbitrator shall be selected. The arbitrators appointed by the parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination, and thereafter each shall in that order alternately eliminate one name until only one name remains. The remaining person on the list shall be the third arbitrator. In each instance, the foregoing time limits are exclusive of Saturday, Sunday and holidays. Such time limits may be extended by mutual agreement of the parties in writing.

The Arbitration Board shall make every reasonable effort to render its decision within thirty (30) days from the date of the completion of the hearings in the proceedings, or within such longer period as the parties may mutually agree upon in writing. The decision of the Arbitration Board shall be in writing, signed by a majority of the members thereof, and original counterparts thereof shall be filed with the Employer and the Union.

The standards/criteria the Board of Arbitration shall apply to resolve the economic dispute between the Parties shall be limited to:

- a) The cost of living of the Milwaukee area.
- b) The interest and welfare of the public.
- c) The existing skills, training and education of employees in the bargaining unit.
- d) The competitive nature of the Employer's business.
- e) The Employer's ability to pay within the framework of its contractual agreement with the contracting agency or governmental entity.
- f) The overall compensation presently received by the employees, inclusive of direct wages, salary, vacations, holidays, excused leaves, insurance and pensions, medical and hospitalization benefits and all other economic benefits received.

- g) Comparison of wages, hours and conditions of employment of the Milwaukee bargaining unit employees with the wages, hours and conditions of employment of other employees performing transit services through a contracted provider.
- h) Pre-arbitration negotiations.
- i) Such other factors not enumerated above on which a Party presents sufficient evidence showing why it should be taken into consideration in the determination of wages, hours and conditions of employment.

Leaves of Absence

Section 1.17 – Definition.

A leave of absence is defined as an absence in excess of five (5) consecutive work days.

Section 1.18 – Request for Leave.

Requests for leave of absence shall be made as far in advance as possible. Seniority shall accumulate during leave of absence; however, unless otherwise stated in this Agreement, time spent on leave of absence shall be without pay.

Section 1.19 – Personal Leave.

Leaves of absence up to thirty (30) days may be granted at the Employer's discretion, upon receipt of a written request from the employee stating the reason for the requested leave. In the event a leave is granted, a copy of the approval will be given to a Union Representative and mailed to the Union office.

Section 1.20 Disability Leave.

In general, a leave of absence because of health, medical condition or disability, including, but not limited to, pregnancy, childbirth or related medical conditions, may be granted for periods of up to thirty (30) days, with thirty (30) day extensions, up to a maximum of four (4) months. To obtain such a disability leave of absence, an employee shall present: (1) a written request for such leave; (2) a written statement from the employee's doctor indicating the need for such leave, the doctor's recommendation as to when the employee should cease work and the doctor's estimate as to when the employee may be able to return to work. The employee's actual return to work, however, will be contingent upon an assessment by the Employer (in conjunction with the employee's medical doctor and/or the Employer's medical doctor, any consulting or treating specialists, or therapists, the Union and the employee) that, after considering the nature and scope of the employee's duties, the employee is able to return to work and perform the essential functions of his/her job, with reasonable accommodation if needed and in a manner which will not directly threaten the health, safety or welfare of the employee, passengers or the public. A copy will be given to a Union Representative and mailed to the Union office.

Section 1.21 – Military Leave.

The Employer will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 1.22 – Family Leave.

The Employer shall comply with State and Federal Family Leave Laws. The Family and Medical Leave Act provision and Disability Leave provisions combined cannot exceed twelve (12) weeks.

Section 1.23 Bereavement Leave

Employees, including part-time employees, to whom this Agreement is applicable, shall, in the event of the death of the employee's spouse, children of, either spouse, parents (inclusive of step parents and foster parents provided they were the legal guardian) of either spouse, grandparents or grandchildren of either spouse, natural brother or sister of either spouse, or domestic partner, shall be allowed three (3) consecutive workdays off, one (1) of which must be the day of the funeral. This allowance to be eight (8) hours per day at the straight rate, payable only if the days off are regularly scheduled workdays for the employee. In the event an employee's normal schedule is greater than 8 hours, the greater amount shall be the Bereavement Leave pay amount. The three work day allowance for part-time employees shall be pro-rated based upon their normal scheduled hours.

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

Section 1.24 – Court Time Allowances.

If an employee is required to serve as a witness in any Employer-related legal proceeding, the Employer will pay for any approved time associated with that appearance. Time off without pay is granted for jury duty. Effective with the 2nd year of this Agreement, the Company will pay a regular, full-time employee who serves as a juror in a legally constituted court, or who is called for jury duty interview, up to one-half of their regularly scheduled work day pay to a maximum of twenty hours. Employees are responsible to contact the Operations Manager or designee upon release from jury duty each day to see if there is work available and if available report to work immediately as directed. Jury Duty shall apply only to those hours for which an employee must reasonably be absent during his regularly scheduled hours.

Section 1.25 – Physical Examination Pay Time.

The Employer shall pay for the actual cost of all physical examinations required. In the event that the Employer requires a physical examination more often than is mandated by the Department of Transportation, the Employer shall pay for all lost time.

If an examination is scheduled on the employee's off duty time, the employee shall be paid a maximum of two hours.

Section 1.26 – Minimum Guarantees.

A.) When Called In

Employees in the Operator and the Office Clerical seniority units shall receive a minimum guarantee of three hours pay or work for those employees who are called in for same-day unit work that is not regularly scheduled for those employees.

Employees in the Maintenance seniority unit shall receive a minimum guarantee of four hours pay or work when called into work.

B.) Breaks

Employees in the Office Clerical Seniority Unit and in the Maintenance Seniority Unit shall receive a break of fifteen (15) minutes for each four (4) hour work period or portion thereof.

C.) Work Week / Work Day all Employees.

The workweek shall consist of seven (7) days beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. the following Saturday. In each workweek, an employee will have two consecutive workdays off. If an employee works six (6) or more hours, he or she is entitled to a thirty (30) minute unpaid meal break and for employees working a shift of 8 or more hours this meal break will be given not less than 2.5 hours following the start of the shift nor less than 2.5 hours prior to the end the shift. Reservationists and dispatch clerks are entitled to a one (1) hour unpaid meal break period.

D.) Employer Meetings

Safety meetings and other mandatory meetings will be required from time to time. Employees attending such meetings shall be paid the actual time for the meeting at their current hourly wages.

E.) Pre-Trip and Post-Trip Inspections

All employees shall be paid ten (10) minutes in order to perform a pre-trip inspection and an additional ten (10) minutes to perform a post-trip inspection.

Section 1.27 – Change in Job Titles.

Established jobs will not be discontinued and new ones calling for substantially the same class of work created under different titles to take their place for the purpose of, or with the effect of, reducing the rate of pay or taking jobs or job functions out of the bargaining unit.

Section 1.28 – Calculation of Overtime

Overtime at the rate of time and one half shall be paid for all work in excess of forty (40) hours in a work week.

Holidays

Section 1.29 – Paid Holidays

- A) All non-probationary employees (inclusive of part time) shall receive holiday pay for the following holidays:
New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King Day,
- B) Holiday pay shall be calculated at the employee's regular rate of pay and will be based on the employee's regularly scheduled shift. Holiday pay shall not be counted as hours worked for the purpose of computing overtime.
- C) In order to be eligible for holiday pay, an employee must work his/her her last scheduled day before and scheduled day after the holiday unless off for a contractual or other excused leave.

D) A list of Holiday work shall be posted for employees to select work in seniority order. Employees selecting work must work the scheduled work. In the event that an insufficient number of employees sign up for work on the Holiday, then the work will be assigned in reverse seniority order.

Vacations

Section 1.30 Vacations:

A.) Eligibility:

All full-time employees shall receive, after one year of continuous employment, a paid vacation as follows:

Years of Service	Days of Vacation
1-4	10 days
5-11	15 days

- The Employer shall determine the number of employees allowed to be off at the same time for vacation on a departmental basis. All employees shall pick their vacation days, in weekly increments, by seniority, during the month of December.
- From the vacation time selected above, employees will be allowed to use up to five (5) days as single days, subject to the rules of the Employer.

Effective with the 3rd year of this Agreement the Company will provide 20 days of vacation to eligible full-time employees who complete 15 years of continuous service subject to the rest of the provisions of Section 1.30

B.) Vacation Pay:

Vacation pay shall be calculated at the employee’s regular rate of pay and will be based on the employee’s regularly scheduled shift. Vacation pay shall not be counted as hours worked for the purpose of computing overtime. There is no pay for vacation time not taken. Vacation pay shall not accumulate from year to year; therefore, if an employee does not use his/her vacation within one year of the date earned, it shall be lost.

Section 1.31 – Employee Cafeteria Plan

The Employer will provide 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.

Section 1.32 – Payday.

All pay checks will be distributed every other Friday and will cover all monies due through the Saturday of the preceding pay period. The company will offer Direct Deposit to employees pursuant to the capabilities of the Employer’s program.

Section 1.33 – Insurance

A. Health Insurance:

The Employer shall provide group health insurance for all full-time employees following the completion of 180 days of continuous full-time employment, as described in Section B below. The plans shall be selected by the Employer; however, the plan must provide the same level of benefits as the plan selected during the year 2006 contract negotiations, to the extent possible. This Plan will be administered in accordance with Plan provisions.

B. Health Insurance Contribution:

1. For full-time employees hired prior to June 1, 2003, the Employer shall contribute up to the following maximum amounts per month towards health insurance coverage:

	<u>10-1-06</u>	<u>9-1-07</u>	<u>9-1-08</u>
Employee Only	100% -\$5.00	100% -\$20.00	100% -\$20.00
Employee+One	\$772.00	\$782.00	\$792.00
Family	\$843.00	\$853.00	\$863.00

2. For full-time employees hired on or after June 1, 2003, the Employer shall contribute up to the following maximum amounts per month towards health insurance coverage:

	<u>10-1-06</u>	<u>9-1-07</u>	<u>9-1-08</u>
Employee Only	\$408.00	\$414.00	\$420.00 (6–12 months)
Employee Only	100%-\$5.00	100% -\$20.00	100% -\$20.00 (After 12 months)
Employee+One	\$772.00	\$782.00	\$792.00
Family	\$843.00	\$853.00	\$863.00

The employee shall pay the balance of the monthly premiums, where applicable.

C. Dental and Vision Insurance:

The Employer shall select and make available for all employees a group dental and vision insurance plan. The Employer will make no contribution towards either plan.

D. Disability Insurance:

Short and long term disability insurance, as selected by the Employer, will be offered to all full-time, non-probationary employees. The Employer will make no contribution towards the coverage. Employees must sign up for this coverage during the open enrollment period in August, to be effective in September.

E. Life Insurance:

The Company shall select and provide a life insurance plan to all full-time Operators, dispatch clerks, reservationists, utility employees of \$15,000. Mechanics will be provided Life Insurance equal to one-time annual earnings.

Section 1.35 – 401 (k) Plan

A.) Eligibility

All full-time operators, dispatch clerks, utility workers and reservationists are eligible for Laidlaw Transit Services, Inc.'s 401(k) Retirement Savings Plan. There is no company match available in this plan.

B.) Employer Contributions

All full-time mechanics are eligible for Laidlaw Transit Services, Inc.'s 401(k) Staff Retirement Savings Plan. The company shall match 50% up to the first 6% of contribution.

Section 1.36 – Sick Pay

Effective January 1, 2007, full-time employees who have completed five (5) years of continuous service will be eligible to receive two (2) days off for paid sick leave. These two days are not in addition to any unpaid days that may be granted under the attendance policy. This benefit will be administered consistent with the current Attendance Policy.

Article 2 **Maintenance**

Section 2.1 – Work Schedule Bidding Maintenance Employees

A.) Work Schedule Pick.

The Employer will conduct a bidding of regular work schedules one (1) time annually for Maintenance employees within their respective classifications (Mechanics and Utility workers). Bids shall held in the month of December. The parties shall meet prior to any bid to select a specific date.

B.) Posting.

The number of regular work schedules will be at the discretion of the Employer. The Employer will post work schedule times and descriptions of work to be performed ten (10) working days prior to the day bidding is scheduled.

C.) Bidding Order.

On the day bidding is done, Maintenance employees may select work schedules and days off by order of seniority.

D.) Failure to Bid.

Employees failing to bid or who have not left a signed “choice slip” with the Operations Manager by 5:00 p.m. on the day prior to the bidding will be assigned the same work schedule as they currently have if available. If the same shift is not available, the employee will be assigned a shift as close to his/her current shift as possible. A representative of the Union shall make the selection. An assignment made in this manner shall be made at the time the employee seniority would allow him/her to pick had he/she been present.

E.) Change in Schedules.

The Employer may change the times and hours of any work schedule at any time. However, if a work schedule changes by more than one day for two (2) consecutive pay periods, that work shall be re-bid by those on the list affected. The bids referenced in this section shall be held within three weeks of the triggering event unless otherwise waived by the Union.

Section 2.2 – Maintenance Revolving Work List

A.) Other work.

From time to time, the Employer may have other work available. Other work will be distributed according to the rotating list.

B.) Rotation.

At the time of Work Schedule Bidding or upon employment, Maintenance employees may sign up for other work in seniority order. Employees may add their name to the list after bid times, but shall wait one full list rotation before getting a work assignment. One rotation begins, the list will continue to rotate and start at the most senior each day next entitled to extra work.

C.) Posting.

Upon assignment of each day's assignments, the Maintenance Revolving List shall be posted in an area where it may be readily viewed by Maintenance and other employees who volunteer. The Union will be provided a copy of the list of assigned work upon request.

D.) Overtime Minimization.

Efficient Facility Management requires that the Employer have as much work described in this article as possible be done at straight time. Thus, in using the rotation list, work will be offered first to employees to whom adding the piece of work to their regular weekly scheduled hours will not put them over forty (40) hours for the week. If all employees on the list would go over forty (40) hours worked by adding the work to this normal schedule, then the normal rotation will be followed.

E.) Refusal of Assignment.

Any employee refusing, (after an advance notice of one day) more than one (1) work assignment in a thirty (30) calendar day period shall be dropped from the rotation list for one (1) work week. If all employees on the rotation list refuse the work, the Employer will assign the work to the least senior qualified employee on the list. If there are no employees on the list to do the work, the Employer will assign the work to the least senior qualified employee not on the list. Refusal of an assignment is subject to disciplinary action.

F.) Work Assignment to Qualified Non-Maintenance Employees.

Upon exhaustion of the Maintenance Revolving List, the employer may offer work to other bargaining unit employees who are qualified. A separate voluntary list of these employees will be maintained and rotated as the Maintenance Revolving Work List described above.

Section 2.3 – Work Clothing / Emergency Equipment.

The Employer shall furnish five (5) changes of clothing per week for each employee of the Maintenance Seniority Unit. The employee shall have a choice of either pants or shirts (long or short sleeve) or coveralls. The Company will provide the utility workers with an All Weather jacket effective the first year of this Agreement.

The Employer shall provide an OSHA approved protective breathing mask and other equipment for employees use while engaged in painting, sanding, brake work, welding and other duties.

The wearing of safety shoes shall be mandatory for all job classifications in the Maintenance Seniority Unit, except those clerical positions performed in the office. The Employer shall provide an annual shoe allowance (to be paid in November) to each Maintenance employee (except office clerical positions) in the amount of sixty-five dollars (\$65.00).

All employees working in, around, or with Employer equipment are required to wear safety glasses. The Employer shall provide non-prescription safety glasses as needed by employees. The Employer shall pay up to seventy-five dollars (\$75.00) towards the cost of prescription safety glasses once a year for employees who require prescription eye wear.

Section 2.4 – Sick Pay

A.) Eligibility:

All full-time mechanics shall receive, after one (1) year of continuous, full-time employment, sick pay as further detailed in this Article.

B.) Sick Days:

Mechanics who complete each year of continuous, full-time employment, shall receive five (5) sick days. Sick days will not be counted as hours worked for the purpose of computing overtime. Sick pay shall be calculated at the mechanic’s regular rate of pay and will be based on the mechanic’s regularly scheduled shift. Sick days cannot be carried over to the following year.

Section 2.5 – ASE/Tools

A.) ASE Certification Incentive

The Employer encourages mechanics to become ASE certified in the following areas of ASE Medium\Heavy Truck program:

Diesel Engines	Electrical / Electronic Systems
Drive Train	Ventilation, and A/C
Brakes	Preventive Maintenance Inspection
Suspension and Steering	

Upon obtaining (or for those who currently hold the certification, recertifying for) certification(s) the Employer shall, in each year of the Agreement, pay the following:

Number of certifications held	Incentive
1	\$300.00 Paid in \$150.00 dollar increments twice a year.
2	\$500.00 Paid in \$250.00 dollar increments twice a year.
3	\$700.00 Paid in \$350.00 dollar increments twice a year.
4	\$900.00 Paid in \$450.00 dollar increments twice a year.
5	\$1100.00 Paid in \$550.00 dollar increments twice a year.
6	\$1300.00 Paid in \$650.00 dollar increments twice a year.
7	\$1500.00 Paid in \$750.00 dollar increments twice a year.

B.) Reimbursement for test.

Individuals are responsible for registration and test fees. Upon providing presentation of test results and the ASE credentials passing, the Employer shall reimburse the employee for the registration and test fee.

C.) Tool Allowance Certificates.

Employees who pass an ASE certification test shall be provided a \$100 reimbursement to the vendor of the employee's choice for each test passed.

Article 3
Office / Clerical Seniority Unit

Section 3.1 – Work Schedule Bidding-Office / Clerical Unit

A.) Work Schedule Pick.

The Employer will conduct a bidding of regular work schedules one (1) time annually for employees by job classification who hold Office / Clerical Unit jobs (Reservationists and Dispatch Clerks). Bids shall held in the month of December. The parties shall meet prior to any bid to select a specific date.

B.) Posting.

The number of regular work schedules will be at the discretion of the Employer. The Employer will post work schedule times and descriptions of work to be performed ten (10) working days prior to the day bidding is scheduled. The Union will be provided a copy of the list of assigned work upon request.

C.) Bidding Order.

On the day bidding is done, Office / Clerical members may select work schedules and days off by order of seniority.

D.) Failure to Bid.

Employees failing to bid or who have not left a signed “choice slip” with the Operations Manager by 5:00 p.m. on the day prior to the bidding will be assigned the same work schedule as they currently have if available. If the same shift is not available, the employee will be assigned a shift as close to their current shift as possible. A representative of the Union shall make the selection. An assignment made in this manner shall be made at the time the employee’s seniority would allow him/her to pick had he/she been present.

E.) Change in Schedules.

The Employer may change the times and hours of any work schedule at any time. However, if a work schedule changes by more than one day for two (2) consecutive pay periods, that work shall be re-bid by those on the list affected. The bids referenced in this section shall be held within three weeks of the triggering event unless otherwise waived by the Union.

Section 3.2 – Office Clerical Revolving Work List (RWL)

A.) Other work.

From time to time, the Employer may have other work available. Other work will be distributed according to the rotating list.

B.) Rotation.

At the time of Work Schedule Bidding or upon employment, Office Clerical employees may sign up for other work in seniority order. Employees may add their name to the list after bid times, but shall wait one full list rotation before getting a work assignment. Once rotation begins, the list will continue to rotate and start at the most senior each day next entitled to extra work.

C.) Posting.

Upon assignment of each day’s assignments, the Office Clerical Revolving List shall be posted in an area where it may be readily viewed by Office Clerical and other employees who volunteer. The Union will be provided a copy of the list of assigned work upon request.

D.) Overtime Minimization.

Efficient facility management requires that the Employer have as much work described in this article as possible be done at straight time. Thus, in using the rotation list, work will be offered first to employees to whom adding the piece of work to their regular weekly scheduled hours will not put them over forty (40) hours for the week. If all employees on the list would go over forty (40) hours worked by adding the work to this normal schedule, then the normal rotation will be followed.

E.) Refusal of Assignment.

Any employee refusing, (after an advance notice of one day) more than one (1) work assignment in a thirty (30) calendar day period shall be dropped from the rotation list for one (1) workweek. If all employees on the rotation list refuse the work, the Employer will assign the work to the least senior qualified employee on the list. If there are no employees on the list to do the work, the Employer will assign the work to the least senior qualified employee not on the list. Refusal of an assignment is subject to disciplinary action.

F.) Work Assignment to Qualified Non-Office Clerical Employees.

Upon exhaustion of the Office Clerical Revolving List, the employer may offer work to other bargaining unit employees who are qualified. A separate voluntary list of these employees will be maintained and rotated as the Office Clerical Revolving Work List described above.

Section 3.3 Uniforms

The Employer does not require employees in this bargaining unit to wear uniforms. In the event that the employer mandates a uniform be worn, the employer shall provide the uniform items in a sufficient amount for weekly usage at no expense to the employees.

**Article 4
Transportation Seniority Unit**

Section 4.1 Work Schedule Bidding

A.) Work Schedule Pick

The Employer will conduct a bidding of regular work schedules, including standby schedules (if any), a minimum of two (2) times annually for Operators. The dates of the bids shall approximately coincide with the beginning and end of the school year. The parties shall meet prior to any bid to select a specific date.

B.) Posting

The number of regular work schedules will be at the discretion of the Employer. The Employer will post work schedule times and descriptions of work to be performed ten (10) working days prior to the day bidding is scheduled.

C.) Bidding Order

On the day bidding is done, Operators may select work schedules, stand by schedules (if any) and days off by order of seniority.

D.) Failure to Bid

Employees failing to bid or who have not left a signed “choice slip” with the Operations Manager by 5:00 p.m. on the day prior to the bidding will be assigned the same work schedule as they currently have if available. If the same shift is not available the employee will be assigned a shift as close to his/her current shift as possible. A representative of the Union shall make the selection. An assignment made in this manner shall be made at the time the employee’s seniority would allow him/her to pick had he/she been present.

E.) Change in Schedules

The Employer may change the times and hours of any work schedule at any time. However, if a work schedule changes by more than one hour per day on average for two (2) consecutive pay periods, that work shall be re-bid by those on the list affected. The bids referenced in this section shall be held within three weeks of the triggering event unless otherwise waived by the Union.

Section 4.2 Operator Revolving Work List (RWL)

A.) Other Work

From time to time, the Employer may have other work available. Other work will be distributed according to the rotating list.

B.) Rotation

At the time of Work Schedule Bidding or upon employment, Operators may sign up for other work in seniority order. Operators may add their name to the list after bid times, but shall wait one full list rotation before getting a work assignment. One rotation begins, the list will continue to rotate and start at the most senior each day next entitled to extra work.

C.) Posting

Upon assignment of each day’s assignments, the Operator Revolving List and the Revolving List for qualified non-Operators shall be posted in an area where it may be readily viewed by operators and other employees who volunteer. The Union will be provided a copy of the list of assigned work upon request.

D.) Advance Notice

The Employer will use the rotation list for work described in this section when there is twenty-four (24) or more hour’s notice of the work being available. If less than twenty-four (24) hour notice, the work will be assigned at the sole discretion of the Employer.

E.) Continuation of Work Assignment

On the days when adding work extending an employee’s regular work assignment improves the operation’s efficiency, work may be added without the use of the rotation list described in this section.

F.) Overtime Minimization

Efficient facility management requires that the Employer have as much work described in this article as possible be done at straight time. Thus, in using the rotation list, work will be offered first to employees to whom adding the piece of work to their regular weekly scheduled hours will not put them over forty (40) hours for the week. If all employees on the list would go over forty (40) hours worked by adding the work to this normal schedule, then the normal rotation will be followed.

G.) Refusal of Assignment

Any Operator refusing, after advance notice of one day, more than one (1) work assignment in a thirty (30) calendar day period, shall be dropped from the rotation list for one (1) work week. If all employees on the rotation list refuse the work, the Employer will assign the work to the least senior qualified employee on the list. If there are no employees on the list to do the work, the Employer will assign the work to the least senior qualified employee not on the list. Refusal of an assignment is subject to disciplinary action.

H.) Work Assignment to Qualified Non-Operators

Upon exhaustion of the Operator’s Revolving List, the employer may offer work to other bargaining unit employees qualified as operators. A separate voluntary list of these employees will be maintained and rotated as the Operator’s Revolving Work List described above.

Section 4.3 Operator Uniforms

The employer shall provide Operators (inclusive of part-time) with the following uniforms:

- 3 Winter Long Sleeve Shirts 1 All Season Jacket
- 3 Summer Shirts 1 Summer Hat
- 3 Pants These uniforms shall be replaced on an as needed basis.

Female cut pants will be made available.

**ARTICLE 5
WAGES**

Operators	Current Wage	6/1/2006	6/1/2007	6/1/2008		
Start	\$9.52	\$9.85	\$10.19	\$10.55		
Six Months	\$10.23	\$10.56	\$10.90	\$11.26		
One Year	\$10.66	\$10.99	\$11.33	\$11.69		
Two Years	\$12.01	\$12.34	\$12.68	\$13.04		
CDL*		\$.27	\$.28	\$.29		

Effective June 1, 2006, all wage rates set forth in the wage scale will be increase \$0.33 per hour. Effective June 1, 2007, all wage rates set forth in the wage scale will be increase \$0.34 per hour. Effective June 1, 2008, all wage rates set forth in the wage scale will be increase \$0.36 per hour.

*Throughout the duration of this Agreement, vehicle operators possessing CDL licenses will also be paid a dollar amount equivalent to 2.2% (as stated above) of the top operator's current rate and future rate for all hours worked driving a CDL vehicle. For each instance of work on a CDL vehicle, the operator will be paid a minimum of one hour. The additional CDL pay shall be added to the regular hourly rate for the purpose of overtime pay calculation.

EXAMPLE: If an employee is driving a CDL vehicle when in overtime (over 40 hours), he/she will be paid time-and-a-half on that rate of pay. A CDL licensed driver operating a vehicle which requires a CDL earns \$10.12 per hour (\$9.85/hr new employee rate +.27/hour CDL). If he/she drives a CDL vehicle 4 hours into overtime, the driver would be paid \$15.18(\$10.12 + \$5.06) for these 4 hours.

Training

- i. Initial training will be paid at the current minimum wage applicable in the State of Wisconsin.
- ii. Operators who train other employees shall be paid at the rate of \$1.00 per hour for all time actually engaged in training.

Applicants with Documented Experience.

Applicants with documented year(s) of experience, as determined by the Employer, will start at the comparable rate of pay. However, no seniority credit will be allowed.

Operator Shift Differential

Operators whose shift extends beyond 9:00 p.m. will receive a premium of \$0.50 cents per hour for all hours worked on that shift.

DISPATCH CLERK	Current Wage	6/1/2006	6/1/2007	6/1/2008		
Start	\$10.59	\$10.92	\$11.26	\$11.62		
One Year	\$11.00	\$11.33	\$11.67	\$12.03		
Two Years	\$11.41	\$11.74	\$12.08	\$12.44		

RESERVATIONISTS	Current Wage	6/1/2006	6/1/2007	6/1/2008		
Start	\$10.00	\$10.33	\$10.67	\$11.03		
One Year	\$10.59	\$10.92	\$11.26	\$11.62		
Two Years	\$11.24	\$11.57	\$11.91	\$12.27		

UTILITY	Current Wage	6/1/2006	6/1/2007	6/1/2008		
Start	\$9.41	\$9.74	\$10.08	\$10.44		
One Year	\$9.71	\$10.04	\$10.38	\$10.74		
Two Years	\$10.00	\$10.33	\$10.67	\$11.03		

A MECHANIC	Current Wage	6/1/2006	6/1/2007	6/1/2008		
Start	\$17.66	\$17.99	\$18.33	\$18.69		
One Year	\$18.18	\$18.51	\$18.85	\$19.21		
Two Years	\$18.73	\$19.06	\$19.40	\$19.76		
B MECHANIC	Current Wage	6/1/2006	6/1/2007	6/1/2008		
Start	\$15.29	\$15.62	\$15.96	\$16.32		
One Year	\$15.75	\$16.08	\$16.42	\$16.78		
Two Years	\$16.23	\$16.56	\$16.90	\$17.26		
C MECHANIC	Current Wage	6/1/2006	6/1/2007	6/1/2008		
Start	\$12.95	\$13.28	\$13.62	\$13.98		
One Year	\$13.34	\$13.67	\$14.01	\$14.37		
Two Years	\$13.73	\$14.06	\$14.40	\$14.76		

Effective June 1, 2006, all wage rates set forth in the wage scale will be increase \$0.33 per hour. Effective June 1, 2007, all wage rates set forth in the wage scale will be increase \$0.34 per hour. Effective June 1, 2008, all wage rates set forth in the wage scale will be increase \$0.36 per hour.

No current employee shall take a cut in pay. Any employee whose wage rate currently exceeds the above will not receive an additional increase until they would do so under the stated progression schedule.

Effective Date of Raises: Anniversary date raises will go into effect the beginning of the payroll period closest to the employee's anniversary date. Example – the payroll period is Sunday, May 14 through Saturday, May 26, 2006. If the employee's anniversary date is Thursday, May 18, 2006, the raise would go into effect on May 14, 2006. If an employee's anniversary date is Monday, May 22, 2006, the raise would go into effect on May 28, 2006.

Raises scheduled to go into effect June 1, 2006, June 1, 2007, and June 1, 2008, will be paid on those actual dates.

Public Passenger Vehicle License (PPVL): The Employer agrees to pay up to \$35.00 of the cost of renewal of the PPVL License.

Incentive Pay: The parties agree to form a Joint Labor Committee for the purpose of developing plans to enhance the service to the customer and increase the employee's work knowledge and advancement opportunities.

Initial Bid Start Date: The parties agree that the first bids under this Agreement shall take place no later than forty (40) days after ratification of the Agreement.

Duration

This Agreement shall become effective immediately after midnight of May 31, 2006, and shall continue in full force and effect through midnight, May 31, 2009. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other by registered mail, return receipt requested, not later than sixty (60) days prior to an expiration date.

Laidlaw Transit Services, Inc.

By: _____
Mary Schottmiller, Vice President of Human Resources

By: _____
Morgen M. McClelland, District Manager

By: _____
Stephanie Baker, Project Manager

By: _____
Peter Briggs, Human Resources

Date: _____

Amalgamated Transit Union Local Division #998

By: _____
Richard Riley, President, ATU Local 998

Union Negotiation Committee Members:

By: _____

By: _____

By: _____

By: _____

By: _____