

**AGREEMENT
BETWEEN**

**PROFESSIONAL TRANSIT MANAGEMENT OF
WAUKESHA, INC.**

AND

AMALGAMATED TRANSIT UNION, LOCAL 998

(2006 THROUGH 2009)

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AGREEMENT

BETWEEN

PROFESSIONAL TRANSIT MANAGEMENT OF WAUKESHA, INC.

AND

AMALGAMATED TRANSIT UNION, LOCAL 998

PREAMBLE

This agreement is entered into by and between Professional Transit Management of Waukesha, Inc., its successors 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 and efficiency of its members, in order that these members may become 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.

This agreement has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, the promotion of economical mass transportation services, and the establishment of rates of pay and other terms and conditions of employment.

ARTICLE 1: RECOGNITION

The Employer recognizes and acknowledges that the Union is the duly authorized collective bargaining representative for all full-time and part-time bus operators in accordance with the National Labor Relations Board order dated 18th June 1984 Case No. 30-RC-4345. It is understood and agreed that only the above employees are represented by the Union.

It is mutually agreed that all business comprehended by this agreement shall be transacted between the properly accredited officers or agents of the Employer and the regularly elected officers of the Union or duly accredited committee thereof, composed of the Employer with or without the assistance of an International representative of the Amalgamated Transit Union.

The Union agrees to furnish the Employer with an up-to-date list of all its officers and committee members and to immediately notify the Employer of any and all changes thereto. The Employer agrees to furnish the Union with an up-to-date list of its local representatives, and to immediately notify the Union of any and all changes thereto.

ARTICLE 2: MANAGEMENT'S RIGHTS

The Employer will exercise the exclusive right, except as specifically limited by this agreement, to set its own policy, to manage its business in light of experience, good business judgment and changing conditions; to determine the amount of service to be run at any and all times; to direct the working force; to determine the number of its employees at any time; to determine the qualifications for and to select its managerial force and all new employees; to determine the character of the organization; to make and modify reasonable rules and regulations governing the operation of its business and conduct of its employees; to determine and enforce discipline for violations of rules and other misconduct while on duty; to discipline, suspend, or discharge employees; to take whatever steps are necessary to insure that all service is provided. The employer will notify the union president or union steward of any new or changed work rules that affect the working conditions of any union member before being posted and prior to the effective date. The union shall have the right to challenge any rule or regulation.

ARTICLE 3: UNION SECURITY

All present bus operators covered by this agreement who are also members of the Union on the effective date of this agreement shall remain members in good standing as a condition of employment. All present bus operators who are not members of the Union on the effective date of this agreement, and all bus operators who are hired hereafter, shall become and remain members of the union in good standing as a condition of employment, on or after the 31st day, but no later than the 60th day following their effective date of hire.

The Employer agrees to supply a copy of this labor agreement to each bus operator and each new bus operator upon hire. The cost of copies is to be equally shared by the union and the Employer.

ARTICLE 4: UNION BUSINESS

Section 1.

Employees who may be called upon to transact business of the Union, which requires his/her absence from duty may, upon proper application to the Employer, be allowed to absent themselves for a sufficient time to transact such business. Such absence shall not interfere with the Employer's operation.

Section 2.

Any employee who may be elected or appointed to office in Division #998 or its International Union, which will require his/her absence from duty with the Employer shall, at the expiration of such office, be reinstated in their former position including all seniority rights and benefits, provided that the employee is qualified to return to work. The Union is liable for all costs, which may arise, including but not limited to unemployment compensation, due to the Employer's compliance with this section.

Section 3.

Any employees who find it necessary to discuss Union business among themselves or with their Union representative must do this outside of regular working hours.

Section 4.

The Employer agrees to grant time off to a maximum of three (3) employees to attend negotiation meetings with the Employer provided such employees are members of the negotiating team. The Union will make known the negotiating team ninety (90) days prior to the termination of this agreement.

ARTICLE 5: UNION BULLETIN BOARDS

The Employer shall provide a bulletin board for use by the Union. Postings by the Union on such boards are to be confined to official business of the Union excluding materials encouraging boycotts, endorsing political candidates, or other similar materials.

ARTICLE 6: EMPLOYEE COOPERATION

Section 1.

The employees shall work at all times to the best interest of the Employer; they shall perform efficient service in their work; they shall operate and handle vehicles carefully and with the utmost regard to the safety of passengers, the general public, and the equipment; they shall operate and handle the vehicles at all times in full compliance with the Employer's rules, federal, state, and local laws; and they shall give the riding public courteous and respectful treatment at all times to the end that the service may improve and grow.

Section 2.

No employee shall accept outside employment that interferes with the employee's regular assigned work schedule with Professional Transit Management of Waukesha, Inc.

ARTICLE 7: BARGAINING UNIT WORK

The Employer in emergency situations and/or when bargaining unit personnel are not available shall have the right to use non-bargaining unit employees to maintain all service. The Employer agrees to make every reasonable effort to minimize the use of non-bargaining unit personnel.

ARTICLE 8: NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination by either party against any employee because of race, color, creed, sex, age, national origin, handicap, and gender predilection, nor by reason of membership or non-membership in the Union. The Employer and the Union agree to adhere to and conform to the Presidential Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

ARTICLE 9: DISCIPLINE

Section 1.

The right to discipline belongs to and remains with the Employer. Employees covered by the agreement shall have the right to be heard in accordance with the grievance procedure provided in Article 10. If the discipline charges are not sustained, the employee's discipline record shall be cleared of the charges and in the case of any wage loss, shall be reimbursed for such loss.

Section 2.

Charges against any employee shall be called to the employee's attention within five (5) days after notice of the alleged offense has been brought to the attention of the supervisory staff. Saturdays, Sundays, holidays, and excused time off shall not be included in the time limit.

A copy of the discipline notice shall be faxed to the union office to the attention of the President.

Section 3.

Members of the Union are not to be offensively, publicly reprimanded.

ARTICLE 10: GRIEVANCE PROCEDURE

Section 1.

The word "grievance" as used in the agreement means a question involving the application, meaning, interpretation, or observance of the terms and provisions of the agreement which arises out of an alleged violation of a right of an employee as expressly defined in the agreement. Should any problem arise regarding the safety aspect of equipment or the safety aspect of working conditions, every effort will be made to resolve the problem short of the grievance procedure, but in the event such resolution is not possible, the complaint may be processed through the grievance procedure even though the problem may not violate any specific contract provision.

Section 2.

Should any grievance arise, the question shall be disposed of in the following manner:

STEP 1. The affected employee shall reduce to writing, sign, and present to the Transportation Supervisor or his/her delegate any complaint which he/she feels needs adjustment, within five (5) working days after the affected employee knows or should know the facts causing the grievance. The grievance shall state the complaint upon which the grievance is based and the provision or provisions, if any, of the agreement claimed to have been violated. The Union representative may be present at any discussion. The Transportation Supervisor shall give his/her answer in writing to the employee within three (3) working days after receiving the complaint. Should the decision fail to bring about a satisfactory settlement, the matter shall be referred to Step 2.

STEP 2. The written grievance shall be presented to the Transportation Supervisor or his/her delegate on or before the third (3rd) working day following the receipt of the answer of the Transportation Supervisor in Step 1. The Transportation Supervisor or his/her delegate will give an answer to the employee in writing and copy of same be given to the Union on or before the fifth (5th) working day following receipt by the Transportation Supervisor of the grievance in Step 2.

STEP 3. If the answer of the Transportation Supervisor or his/her delegate is unsatisfactory, the employee and a representative of the Union may submit the grievance to the General Manager of the Employer or his/her representative within five (5) working days after receipt of the reply of the Transportation Supervisor or his/her delegate in Step 2.

Within five (5) working days after such submission, the grievance shall be taken up at a meeting between the employee, the Union, and the representative of the Employer.

The Employer shall give an answer in writing to the Union within five (5) working days of the meeting.

Section 3.

If the grievance is not appealed to the next step within the time limitations specified herein, it shall be considered settled on the basis of the decision in the previous step or decision awarded the grievant on the basis of the relief requested by the grievant.

Section 4.

The time limitations in this article may be extended by mutual agreement of the Union and the Employer.

Section 5.

Individual grievances in which all of the questions are common to all of the grievants may, by agreement between the Employer and the Union, be consolidated in Step 2, and such consolidated grievance shall proceed to Step 3 within five (5) working days of the date of the consolidation agreement.

Section 6.

The grievant may, on his/her own time and without pay, be present at all steps of the grievance procedure. A grievant shall have the right to have the Union representative present at each step of the grievance procedure.

Section 7.

Suspensions and discharges shall be treated as all other grievances except that the written grievance signed by the suspended or discharged employee shall be filed at Step 2 of the grievance procedure within five (5) working days of the effective date of the suspension or discharge.

Section 8.

If a grievance is not settled, and if arbitration shall not have been so demanded by either the Employer or the Union as provided in Article 11, such grievance shall be forever barred and extinguished.

Section 9.

The time limitations set forth in the article shall exclude Saturdays, Sundays, holidays as defined in this agreement and excused time off.

ARTICLE 11: ARBITRATION

Section 1.

If a grievance is not settled in the grievance procedures defined in article 10, such grievance may be submitted to arbitration by the Union, but not by an individual employee or group of employees, in the manner set forth in this article.

Section 2.

If the Union desires to submit such unresolved grievance to arbitration, it shall so notify the Employer in writing on or before twenty-five (25) working days after receipt of the answer of the Employer in Step 3 of the Grievance Procedure.

Section 3.

The issues in the dispute shall be reduced to writing by both the Union and the Employer and a copy furnished by each party to the other party prior to the appointment of any arbitrators.

The Union and the Employer, within five (5) working days after receipt of the notice of arbitration, will meet and attempt to select an arbitrator, on failing to mutually agree upon an arbitrator, they will jointly request a list of five (5) names of persons available to act as arbitrators from the American Arbitration Association.

The Employer and the Union shall have the right to strike two names from such list. The Employer and the Union shall alternate in the striking of names, and it shall be determined by lot which shall first strike. The person whose name remains on the list shall be designated as the arbitrator. The American Arbitration Association shall be notified immediately of the name chosen. The arbitrator chosen will hear the grievance subject to the American Arbitration Association's procedures relating to the arbitration of labor disputes.

Section 4.

The power of the arbitrator is limited to the interpretation and application of the specific terms and provisions of the agreement and he/she shall have no power to add to, subtract from, alter, supplement or modify in any way of such terms and provisions. The arbitrator's decision shall be final and binding upon the employees, the Union, and the Employer.

Section 5.

No grievance may be submitted to arbitration which arose prior to the effective date of this contract or which the Union failed to give notice of its intention to arbitrate as provided in Section 2 of the article or which was not first processed at each step of the grievance procedure as provided for in Article 10.

Section 6.

The expenses of the arbitrator shall be shared equally by the parties.

Section 7.

The time limitations set forth in the article shall exclude Saturdays, Sundays, holidays as defined in the agreement and excused time off. Such time limitations may be extended by mutual agreement of the Union and the Employer in writing.

ARTICLE 12: EMPLOYMENT

Section 1.

There shall be two types of employees:

FULL TIME

- a. Full time employees who shall receive a minimum of 39.5 hours per week during full school weeks, 39.0 hours per week during partial non-school weeks, or 38.5 hours per week during non-school weeks in the months of June, July, and August.
- b. Full time employees who miss work or lose hours due to sickness, switching shifts, union meeting, approved absence(s) and/or turn down extra hours will not be covered by the minimum hours listed in this section.
- c. Full time employees performing Metrolift service shall receive a minimum of 39.5 hours per week during the school year, 39 hours per week during Thanksgiving, Christmas or New Year's week, 38.5 hours per week during non- school weeks in the months of June, July and August.

PART TIME

- a. Part time employees who shall normally be scheduled to work less than 35 hours per week.
- b. There will be up to six (6) part time positions where work is not subject to the general bids in accordance with the Side Agreement between Amalgamated Transit Union Local 998 and Professional Transit Management of Waukesha, Inc. which can be found in Appendix A.

Section 2.

Part time employees shall be governed by this agreement and will be eligible for fringe benefits and paid leave as provided specifically in this agreement and by law. Part time employees must average twenty (20) hours per week to be eligible for employee sponsored health insurance. Part time employees must average thirty (30) hours per week to be eligible for dental insurance, life insurance and floating holidays. All part time employees must average thirty (30) hours per week for one year for benefits to begin. All part time employees must average thirty (30) hours per week each year to be eligible for benefits in the following year. Part time employees who have averaged thirty-five (35) hours per week during the prior calendar year, shall be eligible for the following: employee sponsored group health, group life insurance and group dental insurance in accordance with Articles 42, 43 and 44 of this Agreement, the full time level of benefits relating to vacation – pro-rated to the average number of hours worked in the previous twelve (12) months, holidays, floating holidays, sick leave and funeral leave. All new employees must average thirty-five (35) hours per week for one year in order to be eligible for full time benefits specified above. All part time employees must average thirty-five (35) hours per week each year to be eligible for full time benefits specified above in the following year.

In all cases where part time benefits are determined by average hours worked, the employer will not deny benefits because of the unavailability of hours. Calculation of average hours will not include time off for industrial injury, military leave or other leave mandated by law.

Part time employees shall be governed by the following articles contained in this agreement:

#	Title	#	Title
-	Preamble 1	1	Recognition
2	Management's Rights	3	Union Security
4	Union Business	5	Union Bulletin Boards
6	Employee Cooperation	7	Bargaining Unit Work
8	Non-Discrimination	9	Discipline
10	Grievance Procedures	11	Arbitration
12	Employment	13	Probationary Period
14	Seniority, Layoff, & Recall	15	Pay Period
16	Check-off	17	Financial Institution
18	Call-in Time	19	Preparatory & Turn-In
20	Overtime	21	General Conditions
22	General Picks	23	Extra Hours, Extra Work, Emergency Work
24	Physical Examinations	25	Health & Safety
26	Court Appearance	27	Accident / Incident Reports
28	Instructor Pay	29	Leave of Absence
30	Military Leave	31	Family Medical Leave / Maternity Leave
32	Funeral Leave	33	Jury Duty
34	Worker's Compensation	35	Bonds
36	Free Transportation Pass	37	Wages
38	Clothing Allowance	39	Holidays
40	Vacations	41	Long Term Sick Leave
42	Group Health Insurance	43	Group Life Insurance

44	Group Dental Insurance	45	Pensions
46	Severability	47	Extent of Agreement
48	Term of Agreement	-	Letters of Understanding (attachments)

Section 3.

A part time employee who applies and is accepted as a full time employee shall for all purposes accrue seniority only from the date of his/her hire as a full time employee.

Section 4.

Full time positions made vacant will be filled with full time employees except where change is caused by service reductions. The current number of full time positions (23 as of 8/30/99) will not be reduced except where change is caused by service reductions. The ratio of full time employees to part time employees shall not exceed one (1) part time employee to one point one two five, (1.125) rounded to the nearest whole number, full time employees as follows:
of part time/# of full time, 22/25, 23/26, 24/27, 25/28, 26/29, 27/30, 28/32, 29/33, 30/34, 31/35, 32/36, 33/37, 34/38, 35/39, 36/41, 37/42, 38/43, 39/44, 40/45.

Section 5 METROLIFT SERVICE

Full-time METROLIFT bus operators shall not be required to work night hours (after 7:00 PM) in order to satisfy their guarantee.

Full-time METROLIFT bus operators shall not be required to work outside of the scheduled hours if there is other work available to satisfy their guarantee (office work, regular fixed route service, etc.)

Section 6 Full-time to Part-time Status

The following provisions will constitute the policy governing full-time bus operators who voluntarily choose to become part-time operators:

1. Requests to go from full-time to part-time must be made in writing with a copy to the Employer and the Union. All requests will be honored as long as no other provision of the agreement is violated.
2. Bus operators permitted to go from full-time to part-time are prohibited from bidding on any full-time openings for a period of one (1) year from the date of becoming part-time. However, they may bid on full-time openings and return to full-time subsequent to the one (1) year waiting period.
3. Full-time seniority, for bus operators subject to this agreement, will be frozen while on part-time status.
4. Full-time seniority, regardless of length, will take precedence over part-time seniority for bus operators subject to this agreement. A full-time bus operator, subject to this agreement, will be placed at the top of the part-time bus operator list. The bus operator will be placed ahead of all part-time bus operators but above or below other bus operators subject to this agreement according to length of full-time seniority.
5. Bus operators returning to full-time from part-time must fill the vacant full-time shift until or unless shifts are rebid. When bidding takes place, returning full-time bus operators subject to this agreement may bid according to the amount of full-time seniority earned prior to going part-time.
6. Full-time seniority for bus operators subject to this agreement will begin to be earned again at the date they return to full-time and will be added to seniority earned prior to going part-time.
7. Bus operators subject to this agreement will retain their full-time wage rate and will continue to receive increases according to the progression that was in effect for them prior to going part-time.
8. Full-time fringe benefits for full-time bus operators who go part-time shall be provided in accordance with Article 12, Section 2. Part-time bus operators are eligible to make contributions to the pension fund, but are not eligible for company match of pension contributions unless they will be scheduled to work at least 1,000 hours during the year. Health, life and dental insurance benefits shall be provided in accordance with Article 12, Section 2.
9. When bus operators go from full-time to part-time, as provided for by this agreement, they will be eligible to take all personal holidays remaining in the year. They will be eligible to take part-time holidays provided for by the labor agreement. They will be able to take all remaining vacation earned in the previous year and a prorated share of any additional vacation due upon their anniversary date. A prorated share of vacation earned during the current year (to be used in the following year) can be taken in the following year and bid based upon full-time seniority. If operators terminate employment while on part-time status, they will be paid for all earned and unused personal holidays and vacation. Accrued vacation for the following year will be prorated unless operators work a minimum of 1600 hours during the year that they return to full-time.

ARTICLE 13: PROBATIONARY PERIOD

Every new employee shall be on probation for a period of 120 days from the first day of driving on their own and during said period, the Employer may dispense with the employee's service for any reason without any question, objection, or redress to the grievance and arbitration procedures provided in the agreement by the Union or the employee.

ARTICLE 14: SENIORITY, LAYOFF, AND RECALL

Section 1.

The Employer agrees to recognize seniority and it shall apply in layoffs, recall, vacation picks from the Employer's vacation schedule, and the bidding of runs. Separate lists shall be maintained for full time and for part time employees. Full time seniority shall always be considered to take precedence over part time seniority.

Section 2.

The date of hire shall determine the employee's position on the seniority list. When more than one employee is hired on the same date, the number on the employee's application shall determine the position (the lower the number, the higher the position on the seniority list).

Section 3.

The Employer shall furnish semi-annually (January 1 and July 1) a seniority roster of all bargaining unit employees to the Waukesha representative of the Union. The list shall be kept up-to-date and posted where it may be viewed by the employees.

Section 4.

An employee shall lose their seniority rights as follows:

- a. Quits.
- b. Discharged.
- c. Failure to report to work within (7) working days upon recall from lay-off.
- d. No work is performed for the Employer for one (1) year and is not on an Employer approved absence or military leave.

It is understood and agreed that disciplinary suspension will not impair seniority rights.

Section 5.

When a lay-off is made, it shall be accomplished in reverse order of seniority, beginning with the lowest seniority part timer to be laid off before full time operators can be transferred to part time status.

When a full time operator is transferred to part time status, this will be done without loss of full time seniority. The employee shall then be afforded all benefits due a part time employee after thirty (30) days as described in Article 12 Section 2.

Refusal to accept part time status will not result in loss of seniority but the displaced full timer will not be recalled until a full time opening occurs.

Section 6.

All insurance benefits in force for the individual employee at the time of a lay-off will be carried by the Employer for a period of thirty (30) days.

Section 7.

Employees laid off in a reduction of force shall have their seniority status continued for a period equal to their seniority at the time of lay-off, but in no case shall the period be greater than two (2) years.

Section 8.

No new employee shall be hired until all furloughed employees in accordance with their seniority shall have been notified by the Employer of the vacancy by return receipt, registered mail sent to the employee's last known address as it appears on the Employer's records. It is the employee's responsibility to notify the Employer of changes in address and phone number in writing.

Section 9.

The furloughed employee must notify the Employer in writing of his/her intent to return to work within 72 hours from the time of delivery of notification. The employee shall have seven (7) working days to return to work after notifying the Employer.

Section 10.

The Union shall receive a copy of all lay-offs and recall correspondence.

ARTICLE 15: PAY PERIOD

All employees covered by the agreement shall be paid in full biweekly. Each employee shall be provided with a statement of total hours and gross earnings and an itemized statement of all deductions made.

ARTICLE 16: CHECK-OFF

Section 1.

Check-off of dues and initiation fees shall be made by the Employer upon presentation of Authorization cards signed by the employees. The Employer agrees to deduct the dues and initiation fees and assessments established by the Union on the first pay period of each month and remit same to Local Union within seven (7) days thereafter.

Section 2.

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 (COPE). The deduction authorization form shall be provided by the Union in a form acceptable to the Employer.

Section 3.

The Union agrees to indemnify and save the Employer harmless against any claims, suits, judgments, or liabilities of any sort whatsoever arising out of the Employer's compliance with the provisions of this article.

ARTICLE 17: FINANCIAL INSTITUTION

Section 1.

The Employer agrees to make regular payroll deductions for employees covered under this agreement for an accredited Financial Institution. An authorization for this deduction must be made in writing to the Employer by the employee.

Section 2.

The Union agrees to indemnify and save the Employer harmless against any claims, suits, judgments, or liabilities of any sort whatsoever arising out of the Employer's compliance with the provisions of this article.

Section 3.

Effective July 1, 2007 all employees will be required to use direct deposit for payroll. Any fees charged by the financial institution will be paid by the Employer.

ARTICLE 18: CALL-IN TIME

Section 1.

An employee who is called in to work, other than for their regularly scheduled work assignment, shall be paid a minimum of two (2) hours at the regularly applicable rate. This does not include time spent working which has been added to the regular work assignments.

Metrolift operators called in shall be paid a minimum of one (1) hour at regularly applicable rate.

Section 2

Bus operators who are ill or unable to report to work for any reason must notify the supervisor or dispatcher on duty at least 30 minutes prior to the start of their shift if the report time for their shift is prior to 6:00 am. If the operator is scheduled to report after 6:00 am, and is ill or unable to report to work for any reason the bus operator must notify the supervisor or dispatcher on duty at least 60 minutes prior to the start of their shift

Bus operators who have been off work for illness or other reasons must notify a supervisor or dispatcher of his/her intent to return to work. At no time may a bus operator call in an absence for a specific day and indicate at the same time that they will be available on the next day to return to duty. If a bus operator intends to return the next day for his/her scheduled morning shift, he/she must notify the supervisor or dispatcher by 6:00 p.m. the night prior for the next day's assignment. Bus operators whose next day shift begins after 12:01 p.m. must notify the supervisor or dispatcher before 9:00 a.m. for that day's afternoon shift.

Bus operators who fail to notify the supervisor or dispatcher per the above listed times may have their shift assigned to another bus operator. Should the bus operator notify the supervisor or dispatcher of his/her intent to operate his/her shift after it has been reassigned to another bus operator, the supervisor or dispatcher will inform the bus operator if all or part of his/her shift will be made available to him/her, based on the company's pay liability to the reassigned bus operator. Procedures for assignments made to extra board bus operators are outlined in Appendix E, Extra Board Positions.

Bus operators who call in sick or have been on extended sick leave may be required to submit to a physical examination by the Employer's physician or the employee's personal physician to determine the ability of the employee to return to work.

ARTICLE 19: PREPARATORY AND TURN-IN TIME

Section 1.

Preparatory time is defined as the time required to inspect a bus and prepare it to go into service. This applies to all regularly scheduled service which originates from the garage (this does not include use of a bus for relief or bus switching with a bus in service). Eight (8) minutes preparatory time shall be paid.

Section 2.

Turn-in time is defined as the time required to take a bus out of service. This applies to all regularly scheduled service which terminates at the garage (this does not include use of a bus for relief or bus switching with a bus in service). Five (5) minutes turn-in time shall be paid.

ARTICLE 20: OVERTIME

Overtime compensation will be paid only for actual overtime. Time and one-half the regular rate of pay will be paid for hours worked in excess of forty (40) straight hours in any week without pyramiding.

Floating Holidays and Vacations shall not be included for purposes of computing overtime. Designated Holidays (not including floating holidays) as defined in the Agreement will be counted as time worked for the purpose of computing overtime pay only for those employees whose regular schedules include the holiday as a workday.

ARTICLE 21: GENERAL CONDITIONS

Section 1.

All employees shall be scheduled to have at least two (2) days off per week.

Employees shall not be scheduled or ordered to work on any workday unless eight hours of continuous rest have elapsed since the previous day's work. Extra hours shall not be offered to volunteers unless six (6) hours of continuous rest have elapsed since the previous day's work. Scheduled hours shall not exceed a fourteen (14) hour spread. No operator shall be allowed to be on duty for more than fifteen (15) hours in any twenty-four (24) hour period without eight (8) hours off duty.

Metrolift Only: All breaks less than an hour on Metrolift service from actual end time to start time shall be paid straight through.

Section 2.

Employees who are transferred or promoted to any position not covered by this Agreement shall automatically be dropped from their respective seniority lists at the end of three (3) months from the date of the transfer or promotion. In the event that said position is abolished or the employee is removed from such position for reasons which do not warrant discharge during the three (3) months period, it is agreed that the employee holding such position shall be reinstated in their former position, except that all time elapsed during the period of transfer or promotion shall be deducted when computing seniority.

Section 3.

Except in emergencies, employees covered by the Agreement shall not be required to fuel, check engine oil or coolant level, fill crankcase, wash buses or back buses off open pits. It is understood, however, that employees are responsible for assuring that adequate fluids are in the equipment by monitoring the warning systems.

Section 4.

In the event that service is canceled, suspended, or temporarily delayed due to inclement weather, a operator shall receive his/her pay for their shift if they have reported for work before being advised by a supervisor of the interruption of service.

Section 5

The employer will continue to provide CDL operator training in the training program. Materials for training will be made available to the employee by the employer. The training course fees for employer approved programs shall be paid by the employer upon successful completion and verification of the program. Employer approved programs must be approved in writing before a program is begun.

Commercial Operator License Testing Fees

All employees with two (2) years or more of continuous service shall receive \$5.00 reimbursement per year toward the CDL renewal.

ARTICLE 22: GENERAL PICKS

Section 1.

A general run pick shall take place at least three (3) times a year, approximately every four (4) months.

The union will have the right to have the union steward review the run cut with management prior to the posting of the same. After which the steward shall be given the chance to give the Employer input into the run cut during the three-day viewing period.

Section 2.

When a general pick occurs, the Employer shall post all picks at least three (3) working days, excluding Saturdays, Sundays and Holidays prior to the start of said pick.

ARTICLE 23: EXTRA HOURS, EXTRA WORK, EMERGENCY WORK

ARTICLE 23-A: EXTRA HOURS

Section 1

Extra hours shall be defined as those hours that are on the employer's regular schedule as open work assignments resulting from regularly assigned operators being unable to perform such work. Extra hours shall be posted on the operator's change sheets.

Section 2

Extra hours shall be assigned to part-time operators by seniority, availability, size of shift, and number of offers. Open shifts will be assigned per Professional Transit Management of Waukesha Inc., PROCEDURES FOR WORK ASSIGNMENTS dated October 30, 2006, section II: DRIVERS CHANGES-OPEN SHIFTS-REGULARLY SCHEDULED WORK which is provided in Appendix B. Part-time operators assigned to extra board duty shall be assigned per guideline in PTMW letter dated March 16, 1998. In situation where extra board duty plus already assigned extra hours places part-time operator into overtime, the extra shift will be split ONCE. The remainder of the shift shall be assigned to another part-time operator if available, where there is not greater liability for overtime. Refer to letters of understanding attached to end of contract.

Section 3

Operators asked to remain on duty for periods of one hour and fifty-nine minutes (1:59) or less will not have this offer counted for purposes of offering overtime on the weekly extra hours worksheet. When this extra time exceeds two hours or more, this time will be counted as an offer on the weekly extra hours worksheet.

Operators not contacted directly in person or by phone will not be counted as having been offered an extra hours work assignment. Operators who are sick or unavailable for any reason will be passed over for extra hours until such time that the operator has returned to duty or made contact with the supervisor or dispatcher notifying them of his/her intent to return to duty.

In the event that an operator has accepted an assignment and an alternate assignment which pays more becomes available on the same day, the alternate assignment will be offered to the operator in lieu of the original assignment before being offered to the next operator.

ARTICLE 23-B: EXTRA WORK

Section 1

Extra work shall be defined as all work which is not scheduled on the Employer's regular bid sheet.

Extra work less than one hour and fifty-nine minutes (1:59) will not be counted as an offer for extra work.

Section 2

A new list of employees desiring extra work will be made available with each new run cut.

All employees desiring to perform extra work shall sign the Employer's extra work list(s) indicating their desire to perform same. Extra work shall be awarded on a rotating seniority basis, senior most employee on the list receiving work first. When no employee agrees to work, the lowest seniority employee(s) on the list at the time shall be required to perform the extra work.

In the event that there are not sufficient employees from the extra work list available to perform the extra work, all available employees shall be subject to performing the extra work. The extra work shall be assigned to the employee with the least seniority. The Employer

may minimize paying overtime by going to the next higher seniority employee(s) when the lowest seniority employee is eligible to receive overtime by having to work the ordered extra work.

Section 3.

Rotating seniority shall mean that after employees have received or passed up an offer of extra work, they shall not be eligible for further assignment until all others on the list have had an opportunity for extra work.

Employees that are on Personal Holiday or vacation shall not be offered extra work / extra hours unless they specify in writing that they will work on their time off. In cases of an emergency, ordered to work rules will apply. They will only be used after all other eligible employees have been exhausted and prior to ordering an employee to work.

Section 4.

All Employer rules apply when performing extra work. Employees performing extra work will be responsible for regularly scheduled assignments unless excused by the Employer.

Section 5.

When it is necessary to order an employee to work a shift in addition to his/her regular shifts, the procedures outlined in the ordered to work rules agreement of 1/17/97, provided as a letter of understanding found in Appendix C, will be followed.

ARTICLE 23-C: EMERGENCY WORK

Section 1

Emergency work is defined as operating a bus to a location as requested by the fire or police department or other governmental body to help out in an emergency situation.

Section 2

A new list of employees desiring extra emergency work shall be made available with each new run cut. Employees must live within a FIFTEEN-minute response time if emergency work is requested outside of normal working hours. When the "list" is exhausted, the employer may fill the work with the first available bargaining unit employee. The employer may fill emergency work with any available bargaining unit employee if emergency occurs during normal operating hours. If a non-bargaining unit employee is needed to immediately respond to the emergency a bargaining unit employee will be used to relieve the non-bargaining unit employee as soon as possible.

The union shall be made aware of such assignments.

ARTICLE 24: PHYSICAL EXAMINATIONS

At the time of hire and every other year thereafter or prior to expiration of medical certification, each employee shall submit to a physical examination conducted by a physician chosen by the Employer. Physical examinations shall be conducted pursuant to the U.S. Department of Transportation Federal Highway Administration rules covering physical qualifications and examinations for motor vehicle operators 49 CFR Section 391.41 - 391.43. Successful completion of physical examinations shall be a precondition for continued employment.

Bargaining unit employees required to take physicals shall be paid two hours (2) straight time pay.

ARTICLE 25: HEALTH AND SAFETY

Section 1.

The Employer shall provide safe, healthful working conditions at all times. Whatever equipment the Employer provides shall be in good working condition. The Union agrees that its members will use all necessary safeguards furnished and will work safely at all times.

Section 2.

When employees are injured on duty and ordered by the Employer to report to the doctor or hospital for observation or treatment, the general intent of procedure in these cases is to pay the employee reasonable travel time to and from the place they are sent to, plus time spent for examination, but in no case are they to be paid beyond the regular quitting time. The affected employee will be provided with a copy of the Industrial Injury report.

- a. If the injured employee returns to work on the day of the injury, they will be paid for time lost from work.
- b. If the injury occurs near the end of the day so that they are unable to return to work on that day, they will be paid for their full day's work.
- c. If the employee is ordered home or to the hospital by the doctor, they will be allowed travel time to the doctor's office, the time spent there, and reasonable travel time to the place they are ordered to report after leaving the doctor's office.

ARTICLE 26: COURT APPEARANCE

Section 1.

Employees required to attend a court hearing, inquest, or other legal proceedings by the Employer or as a result of their employment shall be paid as follows:

1. If time is lost from the employee's regular work assignment, they shall be paid for all time lost, at their regularly applicable rate of pay.
2. If such appearance is outside the employee's regular work assignment, they shall be paid for all time so spent.
3. The payment provided in (1) and (2) above shall be reduced by the amount of witness fees received, if any.

Section 2.

The payment provided above shall be made only if the employee presents verification of the time spent in such attendance and the amount of witness fees received, if any, and further, only if they notify their supervisor upon release from such appearance of their availability to work.

Section 3.

If the appearance is required because the employee exceeded the scope of their duties or performed unauthorized or illegal acts, no payment will be made.

ARTICLE 27: ACCIDENT / INCIDENT REPORTS

Section 1.

Employees shall be paid up to twenty (20) minutes for properly completing required accident reports at the applicable hourly rate when such reports are prepared outside of regular working hours. The reports must be completed and submitted on the same day that the accident and/or incident occur unless excused by the supervisor or dispatcher. The reports must be completed on the Employer's property in order to receive the payment provided herein. Should extra time be required to complete the accident report, written authorization must be received from the dispatcher or supervisor on duty prior to completing the report. The excuse or other directive must be in writing and copy given to employee.

Section 2.

The Employer shall furnish accident / incident reporting forms. The employee shall receive a copy of the complete report upon request.

ARTICLE 28: INSTRUCTOR PAY

Employees who assist in training new employees shall be paid \$1.00 per hour above the applicable hourly rate while performing such duty. Assisting in training takes place when the new employee is actually operating the vehicle in regular scheduled service. Employees receiving this differential may be required to complete an evaluation form.

ARTICLE 29: LEAVE OF ABSENCE

Section 1.

Any employee desiring leave of absence from employment shall secure written permission from both the Employer and Union. The maximum leave of absence shall be three (3) months and may be extended for like periods. Permission for the extension must be secured from the Employer and Union. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with these provisions shall result in complete loss of seniority.

Section 2.

Leave of absence shall be without pay and benefits. Employees shall not be permitted to hold their seniority rating under a leave of absence longer than six (6) months, except that in the case of accident or sickness. Under these circumstances, off duty employees will retain their place on the seniority list for a maximum of one (1) year, provided that the leave extensions are mutually agreed upon by the Union and the Employer and the employee is then certified by an employer selected physician or surgeon as physically able to return to work. This time may be extended beyond one (1) year when mutually agreed upon by the Union and the Employer. The Employer shall notify the Union in writing of all leaves of absence granted of thirty (30) days or longer.

Section 3.

Any employee taking a leave of absence during a run cut shall be reinstated in the shift which they were working before the leave. If the employee does not return from the leave of absence during that run cut, upon their return they shall be placed on the bottom position of the run cut for the remainder of that pick. Full time operators will return to the bottom of the full time list and part time operators will return to the bottom of the part time list. When the next pick occurs they shall return to their normal picking position.

ARTICLE 30: MILITARY LEAVE

Military leaves of absence shall be granted to employees who enlist or who are ordered to military service. Such employees shall return to employment without loss of seniority rights provided application for reemployment is made within statutory time limits regulating the reemployment rights of veterans from the Armed Forces. Reemployment shall be in accordance with the applicable statutes in effect at the time of reemployment.

ARTICLE 31: FAMILY MEDICAL LEAVE

The Employer and Union agree to comply with all state and federal laws governing Family Medical Leave and Maternity Leave.

ARTICLE 32: FUNERAL LEAVE

Section 1.

Full time employees shall be entitled to three (3) days of funeral and bereavement pay for the time taken off of scheduled work days in cases of death of an employee's wife, husband, child, stepchild, parent, brother, sister, stepmother, stepfather, mother-in-law, father-in-law, grandchildren, and or grandparents. In the case of death of an employee's step-grandchildren, the employee shall be entitled to up to three (3) days of funeral leave with pay. In the case of death of an employee's brother-in-law, sister-in-law and spouse's grandparents, the employee shall be entitled to up to one (1) day of funeral leave with pay.

Section 2.

As used in this article, day shall mean eight (8) hours straight time pay at the applicable hourly rate.

Section 3.

Part time employees will be entitled to the same number of days specified for full time operators of funeral leave upon the death of relatives listed in section 1. A part time employee's compensation shall be equal to his/her regularly scheduled pay up to six (6) hours each day.

Section 4.

When it is necessary to extend the funeral period due to travel, employees may do so through the use of personal days. Such use of personal days is not subject to the persons off per day limit as specified in Article 40, Section 11. Should the funeral occur during an employee's vacation, the vacation period may be extended with pay by the length of the allowable funeral leave.

ARTICLE 33: JURY DUTY

In the event that an employee is called as a juror, he or she shall be compensated an amount which, together with his or her compensation as a juror, shall be equal to eight (8) hours per day at straight time rates, provided, however, that such compensation shall not be paid when the employee's service as a juror is on a day(s) other than a workday for said employee. Part time employee's compensation as a juror shall be equal to his or her regularly scheduled pay per day up to a maximum of eight (8) hours.

ARTICLE 34: WORKER'S COMPENSATION

The Employer will continue to provide worker's compensation as provided by state law.

ARTICLE 35: BONDS

If the Employer requires any bond, the Employer shall pay the full cost of bonding.

ARTICLE 36: FREE TRANSPORTATION PASS

All employees shall be provided with a pass for free transportation on all Waukesha METRO Transit regular scheduled service for his/her personal use.

ARTICLE 37: WAGES

Wages will be increased as follows:

- Year one = 3.0% + 2% SUBJECT TO SIDE AGREEMENT
- Year two = 3.0%
- Year three = 3.0%

	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u>	<u>% of top wage</u>
Date of hire to 12 months	\$13.54	\$13.94	\$14.36	75%
>12 months to 18 months	\$14.44	\$14.87	\$15.32	80%
>18 months to 24 months	\$15.34	\$15.80	\$16.28	85%
>24 months to 30 months	\$16.24	\$16.73	\$17.23	90%
>30 months to 36 months	\$17.15	\$17.66	\$18.19	95%
>36 months	\$18.05	\$18.59	\$19.15	100%

Wage increases on any respective January 1 take effect with the start of the shift operated on or after January 1. Wages paid for work performed on January 1 where the shift began prior to 12:01 AM on January 1 are paid at the wage rate established for December 31 of the respective year.

Incentive programs may be developed and implemented from time to time. The structure and details of the program shall be written and available to all bargaining unit employees meeting the prescribed criteria. An incentive program may be changed or discontinued with written notice by the Employer.

If the Employer deems it necessary to provide a signing incentive to attract new employees, such signing incentive must be paid in full on or before the thirtieth (30th) day of employment.

ARTICLE 38: CLOTHING ALLOWANCE

Section 1.

All employees while on duty shall be required to comply with the Employer's dress code. In the event that the Employer elects to change the dress code, the employee shall be able to use existing clothing until it needs to be replaced, however, the employee must declare clothing currently in use.

Section 2.

The clothing allowance shall be paid per calendar year. The clothing allowance shall be increased by \$10 on the first of the calendar year each year of the agreement. The clothing allowance for 2006 shall be \$290.

Section 3.

Up to \$200 of annual allowance may be used for eye exam or prescription lenses - receipt required.

Section 4

Employer shall reimburse the employee via clothing allowance for a watch required by Section 1.07 of the uniform and dress code policy dated 02/01/2006 attached in Appendix D for reference. The uniform and dress code policy may be changed by the Employer outside of the labor agreement.

Section 5

All employees shall be required to wear a Company issued picture identification card at all times when on duty. The identification card will not have the employee's last name on it.

ARTICLE 39: HOLIDAYS

Section 1.

The following days shall be paid holidays for all full time employees:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and five (5) floating holidays.

An employee shall receive a prorated share of floating holidays during the first calendar year of full time employment. On January 1st of the following year, they shall receive their full allotment.

The following days shall be paid holidays for all part time employees: Christmas Day and Independence Day.

Part time operators who average thirty (30) hours per week in accordance with the language contained in Article 12, Section 2, shall be eligible for one (1) pro-rated (5 hours) floating holiday after one year of service and two pro-rated (5 hours) floating holidays after two years of service.

Section 2.

To be eligible for holiday pay, the employee must work his/her last scheduled workday before the paid holiday and his/her first scheduled workday after the paid holiday, unless the absence is excused. Excused absences shall be limited to approved vacation, holiday or bereavement days as specified in this agreement, or if the employee is hospitalized. In the event that a holiday occurs during an employees vacation, the employee at his/her option shall receive the holiday pay at eight (8) hours straight time (if full time) or four (4) hours straight time (if part time) in addition to vacation pay (at straight time) or take an additional day (if full time) or half-day (if part time) of vacation at a future date. Any full time employee who is hospitalized shall receive eight (8) hours holiday pay, but shall not receive both sick pay and holiday pay for the same day.

Section 3.

Holiday pay for full time employees shall be paid at eight (8) hours pay for holiday at the straight time hourly rate. Holiday pay for part time employees shall be paid at four (4) hours pay per holiday at the straight time hourly rate.

Section 4.

In order to use a floating holiday, the employee must request the day off at least two (2) working days prior to its use and receive approval from the supervisor. If the employee wishes to cancel his/her request to use a floating holiday, notification must be given at least five (5) working days prior to the day it is scheduled to be taken. If the floating holiday is canceled by the employee, the Employer reserves the right to reschedule shift changes created by the original request for a floating holiday. No more than three (3) employees may take a floating holiday on a given day.

A maximum of three (3) employees shall be granted time off for any reason on the same date. During the summer run cut, a maximum of four (4) employees shall be granted time off for any reason. No employee will lose his or her previously picked vacations and floating holidays for any reason.

ARTICLE 40: VACATIONS

Section 1.

Full time employees shall be eligible to receive vacation with pay as follows:

- a. After one (1) year of continuous employment - One (1) week.
- b. After two (2) years of continuous employment - Two (2) weeks.
- c. After eight (8) years of continuous employment - Three (3) weeks.
- d. After fifteen (15) years of continuous employment - Four (4) weeks.
- e. After twenty (20) years of continuous employment - Five (5) weeks.

Section 2.

Each week of vacation will be forty (40) hours pay at the employee's regular straight time hourly rate.

Section 3.

Continuous employment shall be defined as having completed 1,600 hours of work in a calendar year. In the event that a full time employee does not complete 1,600 hours of service in the calendar year, they shall receive a prorated share of vacation based on the number of hours actually worked.

Section 4.

All vacation time must be taken in the calendar year following the year in which it was earned.

Section 5.

Vacations must be taken as a full week and may not be taken in single day pieces, although multiple weeks do not have to be taken consecutively. Employees with more than two weeks of vacation can split a week into single days which would be picked after full weeks.

Section 6.

Employees who are laid off, discharged, or who resign after completing at least one (1) continuous year of employment will be paid any earned vacation pay. Employees who die shall have earned vacation paid to their estate. Such vacation shall be paid on a prorated basis provided that a prorated amount of continuous employment as defined in section 3 is completed.

Section 7.

Upon written request at least one (1) week prior to the payday before the employee's vacation week(s), an employee may receive vacation pay prior to leaving on vacation. This pay will be paid in the regular paycheck.

Section 8.

Part time employees shall be eligible to receive vacation based on the average number of hours worked in the previous year (not to exceed forty (40) hours):

Two (2) years of service – one (1) week.

An employee promoted from part time to full time shall receive a pro-rated share of one week of vacation during the first calendar year of full time employment. On January 1st of the following year the full time vacation schedule shall be in effect.

Section 9.

Vacations shall be bid on the basis of seniority. The bid shall be completed on December 31 for vacations earned in the current calendar year and to be taken in the following calendar year.

Any employee who will become eligible in the following calendar year for an additional week of vacation must take such vacation between his/her anniversary date and December 31 of that year (i.e., if your eighth year is completed in 1991, you will get three (3) week vacation in 1991 - the third week to be taken after the anniversary date). This same stipulation applied to employees completing their first and/or second year(s) of employment. In the event that an employee does not exercise his/her vacation bid, they shall go to the bottom of the bid list. They may then pick any available week(s) (after bidding is completed) provided that at least two (2) calendar weeks notice is provided the Employer.

An employee who does not bid all of his or her vacation at the December 31 bid, as provided in this section, must bid the employee's remaining vacation not later than October 1 of the year in which the vacation is to be taken, on a first come, first awarded basis. On the first Monday of October, employees by seniority will be requested to pick their remaining vacation. If they fail to do so, it will be assigned by the employer.

Vacation time not taken in the calendar year when it is scheduled to be taken, will not be carried over to the following calendar year and unused vacation will not be paid out in a lump sum.

Section 10.

Employees must give a minimum of two (2) weeks notice of their intent to cancel or reschedule their vacations. The Employer shall retain the right to approve requests to reschedule vacations.

Section 11.

A maximum of three (3) employees will be granted time off for any reason on the same date. During the summer run cut, a maximum of four (4) employees will be granted time off for any reason. No employee will lose his or her previously picked vacations and floating holidays for any reason.

Section 12.

Part time employees may split their paid week of vacation by days.

Section 13.

The number of operators granted off on a given day during the initial bid for vacation and floating holidays shall not be affected by time off for union business.

ARTICLE 41: LONG TERM SICK LEAVE

Section 1.

All full time employees shall be eligible to participate in the long-term sick leave plan described below.

Section 2.

All full time employees shall accumulate one (1) sick leave day for each month of full time employment. The maximum accumulation for the calendar year 2006 shall be one hundred and five (105) days and the maximum shall be increased by two (2) days on the first day of the calendar year each year of the agreement.

Section 3.

In order to use the long-term sick leave plan, an employee must be under a medical doctor's care and submit proof of care to the Employer prior to returning to work. The Employer may require an examination by the Employer's physician to determine the validity of the claim and/or continued use of this sick leave.

Section 4.

Long-term sick leave may be used only after a two (2) consecutive days absence. This shall constitute the waiting period. In the case of hospitalization, the waiting period will be waived. Use of this plan shall end upon the employee's depletion of accumulated time and/or eligibility to return to work.

Section 5.

As used, "day" shall mean the employee's regularly scheduled workday. Each day shall be paid at eight- (8) hours straight time pay per day.

Section 6.

In lieu of the waiting period, employees may use up to five (5) floating holidays as provided in Article 39, Section 1 for sick leave. However, long term sick pay and holiday pay may not be collected for the same day.

Section 7.

Upon the retirement of an employee with ten (10) or more years of seniority, the employee's unused accumulated sick leave shall be converted into an account to pay for their group health insurance coverage.

ARTICLE 42: GROUP HEALTH INSURANCE

Section 1.

Coverage shall be provided for basic hospitalization, basic surgical-medical benefits, and major medical coverage for full time employees and part time employees who work a minimum of twenty (20) hours per week, (school weeks).

Any changes in the level of coverage will be only by mutual consent and in accordance with the following section.

Section 2.

A committee will be formed of union and employer management consisting of the Union President, Union Steward, and Employer Director of Transportation and Employer Controller. This committee will investigate and determine the carrier and the levels of coverage to be carried.

Section 3.

The Employer shall pay 90% of the group health insurance premiums for eligible employees and the employee shall pay 10% of the group health insurance premium.

The employer shall not be held liable for any changes mandated by the Insurance Carrier for the group contract for the life of the contract.

Section 4.

Full time and part time employees shall be eligible to participate in the group health insurance program after three (3) months of employment.

Section 5.

Part time employees who work less than twenty (20) hours, at their own expense, may purchase the group health insurance provided herein at the Employer's rates, if the insurance is available to the part time employee.

Section 6 FLEXIBLE BENEFITS PLAN / Section 125

The Employer agrees to pay the full cost of plan administration for bargaining unit personnel.

ARTICLE 43: GROUP LIFE INSURANCE

Section 1.

The Employer will pay the cost of the group life insurance for all full time and part time employees who average thirty (30) hours per week in accordance with Article 12, Section 2, in the following amounts:

- a. Life Insurance \$35,000
- b. Accidental Death and Dismemberment \$35,000

Section 2.

Employees shall be eligible for this insurance coverage after three (3) months of full time employment or after three (3) months of part time employment as provided in Article 12, Section 2 of this agreement.

ARTICLE 44: GROUP DENTAL INSURANCE

A dental plan was implemented in 1990 for full time employees. Benefits will be comparable to the City plan. The employee will pay 50% of the cost of the premium. The plan was developed mutually by the Employer and the Union. Additional provisions, as necessary, governing participation in the plan will be mutually agreed to by the Employer and the Union. The employer will pay 50% of the premium for single dental coverage for part time employees who average thirty (30) hours per week, in accordance with Article 12, Section 2.

ARTICLE 45: PENSION

Section 1.

The Employer agrees to pay the full cost of plan administration for bargaining unit personnel.

Section 2.

The Employer and the Union shall each appoint two members to the pension fund advisory committee.

Section 3.

Participating employees shall be limited to those employees who are scheduled to work 1,000 hours or more each year.

Section 4.

The Employer shall match the employee's pension contributions as follows:

2006 - Up to a maximum of 6.0% of gross wages.

2007 - Up to a maximum of 6.0% of gross wages.

2008 - Up to a maximum of 6.0% of gross wages.

2009 - Up to a maximum of 6.0% of gross wages.

Section 5.

All changes to the pension plan shall be mutually agreed upon by the Employer and the Union.

ARTICLE 46: SEVERABILITY

Should any Article, Section, or Portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or by Federal Executive Order, such decision shall apply only to the specific Article, Section, or Portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or Portion thereof.

ARTICLE 47: EXTENT OF AGREEMENT

This agreement constitutes the entire agreement between the Employer and the Union and supersedes and replaces any and all agreements whether written or oral, express or implied between or concerning the employees and the Employer.

ARTICLE 48: TERM OF AGREEMENT

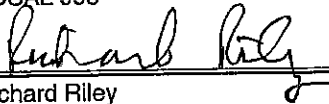
The agreement shall become effective as of September 1, 2006 and shall continue in effect through midnight, August 31, 2009, inclusive.


This agreement shall continue thereafter from year to year, unless written notice of a desire to terminate or modify the agreement is given by either party, the Employer or the Union, to the other party not more than 120 days nor less than 90 days prior to the expiration date of the agreement.

IN WITNESS WHEREOF, the parties thereto have caused this agreement to be executed by their duly authorized representatives,


this 22nd day of November, 2006.

AMALGAMATED TRANSIT UNION
LOCAL 998

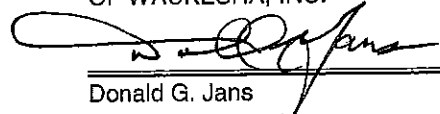

Richard Riley
President



Rick Bassler
Vice-President

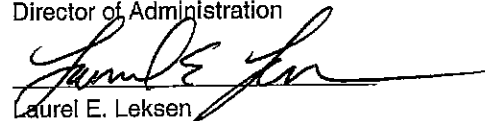

Jerome Kattner
Bargaining Team Member


Christine Barber
Bargaining Team Member

PROFESSIONAL TRANSIT MANAGEMENT
OF WAUKESHA, INC.


Donald G. Jans
Director of Operations


Andrew J. Johnson
Director of Administration


Laurel E. Leksen
Dispatcher II

APPENDIX A

SIDE AGREEMENT

AMALGAMATED TRANSIT UNION LOCAL 998
AND
PROFESSIONAL TRANST MANAGEMENT OF WAUKESHA, INC.

The following Side Agreement will be made along with the Labor Agreement.

Effective October 30, 2006

Article 12: Employment, Page 8, Section 1

The Union and the Employer agree to the following terms relating to limited scheduled part-time employees:

- One (1) year trial period
- These part-time employees would work twenty (20) hours or less
- They would receive no benefits
- There will be up to six (6) positions
- Work not subject to the general bids
- These positions will not be subject to the ordered to work rules
- Employees employed as of 10-17-06 will have the first choice of these positions, but their existing seniority will be frozen for one (1) year if they choose one of these positions
- The Employer will maintain the current number of full-time employees subject to budget changes/contracts.
- The Employer will continue to maximize the number of full-time positions
- The Employer and the Union will meet prior to each bid to discuss how these positions will be utilized during the bid
- Employees in these positions will only accrue seniority amongst themselves

The extra two (2) percent increase in wages is effective September 1, 2006, but if the Union elects to terminate the Side Agreement, the base wage rate as of September 1, 2007 would be reduced by two (2) percent.

APPENDIX B

PROFESSIONAL TRANSPORT MANAGEMENT OF WAUKESHA, INC.

PROCEDURES FOR WORK ASSIGNMENTS

Created August 14, 1998
Revised January 1999
Revised September 18, 2003
Revised October 30, 2006

I EXTRA WORK - SERVICE OTHER THAN REGULARLY SCHEDULED SERVICE. (I.E. Riverfest, New Year's Eve)

Extra work is offered to those bus operators who have signed up on the "Extra Work List" that is put out with each run cut on a rotating seniority basis. The most senior bus operator that has not yet had an offer would be given the first opportunity to bid. Once all bus operators on that list have had the opportunity to bid for the extra work, additional rounds of bidding would occur until the extra work shifts are filled. In the event that unfilled extra work shifts remain, bus operators not listed on the "Extra Work List" will be offered the remaining work. If after all bus operators have been given the opportunity to bid on the extra work and extra work shifts remain unfilled, the ordered to work rules would apply and be implemented.

Bus operators asked to remain on duty for periods of one hour and fifty nine minutes (1:59) or less will not have this offer counted for the purposes of offering overtime on the weekly extra hours worksheet. When this extra time exceeds two hours or more, this time will be counted as an offer on the weekly extra hours worksheet.

II DRIVER CHANGES - OPEN SHIFTS - REGULARLY SCHEDULED WORK.

Open work assignments resulting from regularly assigned bus operators being off for any reason, are recorded on the "driver changes" sheets. This work is normally assigned to the part time bus operators on a rotating seniority basis with the following considerations:

1. The minimizing of overtime pay
2. Availability of the bus operator. (If a bus operator is assigned a piece of work which conflicts with the open piece of work, that bus operator may be considered unavailable).

All known pieces of open work are recorded on the "Driver Changes" sheet by the dispatcher or supervisor. This is typically done on Monday for the following weeks assignments. Open shifts are offered to part time bus operators starting with the most senior, available part time bus operator, on a rotating basis. The shift and the number of hours offered are recorded on a weekly extra hours work sheet. If the bus operator "ok's" the offer, the number of hours are added to the hours that the operator is regularly scheduled for. If the bus operator declines an offer, it is so marked on the weekly extra hours work sheet and that declined offer counts on the total number of offers for that individual, just as if the offer were accepted.

If no indication is made by the bus operator regarding an offered shift by Thursday preceding the week of the assignment, that bus operator's name will be removed from the offered shift, considered as declined, and the open shift will be offered to another bus operator.

It is to be noted that as a result of availability, a particular operator may have more offers than another bus operator who has more seniority.

The company is not required to take a specific bus operator off of an existing shift assignment in order to offer that bus operator an open shift.

In order to minimize overtime, comply with limits of hours of operation, or in cases where it becomes necessary to cover shifts, a specific operator may be offered a particular open shift in lieu of an existing shift assignment.

Overtime will be minimized to the greatest extent possible, regardless of seniority or full or part time status. (I.E. if a shift operated by bus operator B who has less seniority which would result in one (1) hour of overtime versus bus operator A who has more seniority or is full time operating the same shift which would result in two (2) hours of overtime, the shift would be offered to bus operator B). In situations where there is no greater liability for overtime, the offer would first go to the available full time operator or the available bus operator with the most seniority.

Shifts that become open during the week will be filled following the aforementioned guidelines with the exception that the bus operators may be specifically asked in an attempt to fill the open shifts on a day by day basis. Shifts that become open within

two hours or less of the sign up time will be filled with the first available bus operator without regard to seniority or the number of offers.

III NOTIFICATION OF RETURN TO DUTY

Bus operators who call in sick or unavailable for duty for any reason must notify the dispatcher or supervisor of his/her intent to return to duty. At no time may a bus operator call in sick for a specific day and indicate at the same time that they will be available on the next day to return to duty.

The bus operator must notify the dispatcher or supervisor of his/her intent to return to duty by 6:00 PM the night prior the next days assignment.

Bus operators whose shift signs up after 12:01 PM will be allowed to notify the dispatcher or supervisor by 9:00 AM or that days afternoon shift.

If an operator fails to notify the dispatcher or supervisor of their intent to return to duty, that bus operator's shift will be covered. Should the bus operator notify the dispatcher or supervisor after the shift has been covered, the dispatcher or supervisor will inform the bus operator if all or part of their shift will be made available to them, based on the company's pay liability to the other operator who may have been assigned.

Bus operators who are sick or unavailable for any reason will be passed over for the offers until such time that the bus operator has returned duty or personal contact can be made.

APPENDIX C

ORDERED TO WORK RULES

AGREEMENT BETWEEN
AMALGAMATED TRANSIT UNION LOCAL 998
AND
PROFESSIONAL TRANST MANAGEMENT OF WAUKESHA, INC.

Created 01/17/97
Revised October 30, 2006

ORDERED-TO-WORK-RULES

When it is necessary to order an operator to work a shift in addition to his/her regular shifts, the following order will be used to determine who is ordered:

1. Part-time operators who have worked or are scheduled to work five (5) hours or less, and the open shift is within a fourteen hour spread.
2. Full-time operators who have worked or are scheduled to work five (5) hours or less, and the open shift is within a fourteen hour spread.
3. Part-time operators who have worked or are scheduled to work five (5) hours or less, and the open shift is beyond a fourteen hour spread.
4. Full-time operators who have worked or are scheduled to work five (5) hours or less, and the open shift is beyond a fourteen hour spread.
5. All full-time and part-time operators who have worked or are scheduled to work a full day.
6. Part-time operators who are not scheduled to work that day.
7. Full-time operators who are not scheduled to work that day.

When there is more than one (1) operator available at any step of the order process, the following criteria will be used to determine which operator is ordered to work:

1. The operator with the fewest number of "orders".
2. The operator who can operate the shift within a fourteen hour spread.
3. Part-time operator.
4. Full-time operator.
5. Seniority (lowest seniority first).

Operators excused from work, including but not limited to sickness, vacation, personal holidays, or leave of absence, are not subject to the ordering process.

Persons with previously scheduled doctor or dental appointments, are not subject to the ordering process. Written proof of appointment is requested.

Persons whose parent/spouse/children have previously scheduled doctor appointments are not subject to the ordering process. Written proof of appointment is requested.

Persons who have care of young children two (2) years or less and who cannot find others to watch are not subject to the ordering process.

Persons requiring time out to pick-up children are subject to being ordered, after being allowed to pick-up children.

Persons hired under the provisions of the Side Agreement contained in Appendix A will not be subject to the ordered to work rules.

APPENDIX D

PROFESSIONAL TRANST MANAGEMENT OF WAUKESHA, INC.

APPEARANCE WHILE ON DUTY/DRESS CODE

Effective 02/01/2006

Operators shall comply with the following requirements for clothing and appearance. In addition to wearing the proper clothing, a neat and well-groomed appearance and acceptance by the public as a professional operator is vital. The dress code is designed provide a consistent standard relating to appearance and grooming. The clothing vendors are ProTeam Apparel, Goldfish Uniform and Lark Uniform. The exceptions to the vendor requirement are pants, skirts and shorts which can be purchased at the store of your choice but must be approved by a dispatcher or supervisor. A listing of approved items from the clothing vendors will be provided to each employee. All shirts, sweaters, turtlenecks and jackets will automatically be provided with the Waukesha Metro logo embroidered on the item when purchased.

A. Pants

Navy blue slacks of a knit or cloth material (no denim). Female operators may wear a skirt. Corduroy pants may be worn during December, January, and February, but must not present a faded look. No pull-on style pants are permitted. Except as provided, no corduroy, flannel, leather, or velour materials are permitted.

B. Shorts

Approved navy blue knee length shorts may be worn from May 1 to October 1.

C. Shirts

Solid color light blue cloth oxford style shirt or blouse. The Waukesha Metro Transit red polo shirt with Approved Navy Blue Metro logo is also allowed. Shirts must be tucked in at all times. No flannel, velour, or corduroy material is permitted.

D. Ties

From October 1 until April 30, inclusive, a solid navy blue tie shall be worn with light blue shirts. Female operators may substitute a navy bow tie. If a turtleneck is worn under the uniform shirt, the tie is not necessary.

E. Sweaters

A solid Navy color sweater with Approved Red Logo, with sleeves or sleeveless vest style may be worn. An approved uniform shirt must be worn under the sweater.

F. Turtlenecks

Turtleneck and mock-turtlenecks will be allowed and are identified on the approved list of items.

G. Jackets

Waukesha Metro jackets will be the only jackets allowed while on duty. Three styles of jackets are available. Approved Red Logo is required.

H. Ornaments/Patches

No ornament or patches will be displayed on any part of the clothing except PTMW authorized patches and badges.

I. Headgear

No hat or headgear shall be worn while on duty unless it is authorized by PTMW.

J. Belt

The belt worn shall be black leather, solid color, and buckle of your own choosing.

K. Footwear

Operators shall wear protective footwear in a dress or uniform style consisting of leather materials, black in color, with completely closed toes and a maximum heel height of two (2) inches. No tennis shoes, sandals, moccasins, or deck shoes are allowed. Leather, all black athletic shoes, are allowed.

L. Name Tag

All employees shall be required to wear a Company issued picture identification card at all times when on duty. The identification card will not have the employee's last name on it. The I.D. Card must be worn to be visible for inspection at all times.

M. Hair

Hair will be neat, clean, trimmed, and present a groomed appearance and the length and/or style shall not be excessive, present a ragged, unkempt or extreme appearance, or a safety hazard.

N. Personal Appearance

All individuals shall maintain a neat, clean personal appearance. Hands, teeth, ears, and fingernails shall be clean. Faces shall be clean-shaven when a mustache and/or beard are not worn.

O. Jewelry/Buttons/Pins

Any article of jewelry worn which, in the judgment of the management, constitutes a safety hazard to bus operation in the performance of operator's duties is forbidden. Buttons, pins, or any decorations carrying slogans are prohibited.

APPENDIX E

PROFESSIONAL TRANST MANAGEMENT OF WAUKESHA, INC.

EXTRA BOARD POSITIONS

Created March 16, 1998
Updated October 30, 2006

1. The bus operator assigned to the respective extra board shift will be used to answer phones, etc. and be paid for the two hour shift if all the other bus operators show up as assigned.
2. If a bus operator fails to show up or calls in notifying PTMW that they will not be reporting for an assigned shift, the respective extra board bus operator would be required to start the absent bus operator's shift and drive until one of the following occurs: the end of the shift, the absent bus operator has been excused for the absence or tardiness and reports to work or a relief bus operator is found. Note that the two hour window of the extra board bus operator means that PTMW will not relieve the extra board bus operator if the relief bus operator would have to be paid a two hour guarantee.
3. If an absent bus operator does not come in and the shift extends past the extra board shift by two hours or more, the extra board bus operator will be required to start the shift and the extra board bus operator is given the option of working the entire shift or asking that a relief bus operator be found. If a relief bus operator is requested, the extra board bus operator must drive until the relief bus operator is found. This would be the same if a shift becomes available which starts just before the extra board bus operator's shift ends. The extra board bus operator will still be given the option of working all or part of the open shift. If no relief can be found and an order to work is required, the established ordered to work guidelines will be followed. As a result, the extra board bus operator may or may not be the operator that is ordered to work.

Extra board bus operators will be paid straight through from the start of the extra board shift to the end of whichever shift they are assigned to do if the start of the open shift falls within the posted extra board shift. If the start of the open shift falls for example one hour after the end of the extra board shift, the time from the end of the extra board shift to the start of the open shift is unpaid. (i.e. extra board 2:00 PM to 4:00 PM and open shift 1A 5:15 PM to 9:53 PM - Unpaid time would be 4:00 to 5:15)