

**VEOLIA TRANSPORTATION SERVICES, INC.  
TEMPE  
AND  
OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 30**

**DURATION**

**December 01, 2010 – November 30, 2013**

## Table of Contents

ARTICLE 1.....	5
PARTIES TO AGREEMENT .....	5
ARTICLE 2.....	5
RECOGNITION .....	5
ARTICLE 3.....	6
PURPOSE OF AGREEMENT .....	6
ARTICLE 4.....	7
MANAGEMENT RIGHTS .....	7
ARTICLE 5.....	8
COMPANY RULES – POLICIES – PROCEDURES .....	8
ARTICLE 6.....	8
GENERAL SENIORITY .....	8
ARTICLE 7.....	9
DISCIPLINE AND DISCHARGE .....	9
ARTICLE 8.....	10
ACCIDENTS /INCIDENTS .....	10
ARTICLE 9.....	12
WAGE RATES .....	12
ARTICLE 10.....	12
STRIKE/LOCKOUT .....	12
ARTICLE 11.....	13
GENERAL PROVISIONS .....	13
ARTICLE 12.....	14
PAY PERIODS .....	14
ARTICLE 13.....	14
INDUSTRIAL INJURIES .....	14
ARTICLE 14.....	14
ATTENDANCE/MISS OUTS.....	14
ARTICLE 15.....	16
GRIEVANCE AND ARBITRATION.....	16

ARTICLE 16.....	17
PROBATIONARY PERIOD.....	17
ARTICLE 17.....	17
LAYOFFS.....	17
ARTICLE 18.....	18
MEDICAL EXAMINATION.....	18
ARTICLE 19.....	19
COURT APPEARANCES.....	19
ARTICLE 20.....	19
DUES CHECK OFF.....	19
ARTICLE 21.....	20
SAFETY.....	20
ARTICLE 22.....	20
UNION BUSINESS/REPRESENTATION.....	20
ARTICLE 23.....	22
MILITARY LEAVE.....	22
ARTICLE 24.....	22
BEREAVEMENT LEAVE.....	22
ARTICLE 25.....	22
HOLIDAY PAY.....	22
ARTICLE 26.....	23
VACATIONS.....	23
ARTICLE 27.....	24
SICK LEAVE.....	24
ARTICLE 28.....	25
LEAVE OF ABSENCE.....	25
ARTICLE 29.....	26
HEALTH & WELFARE.....	26
ARTICLE 30.....	27
UNIFORMS.....	27

ARTICLE 31.....	27
401(k) RETIREMENT PLAN .....	27
ARTICLE 32.....	28
ACCIDENT REVIEW .....	28
ARTICLE 33.....	29
PART TIME/TEMPORARY EMPLOYEES .....	29
ARTICLE 34.....	30
ASSIGNABILITY .....	30
ARTICLE 35.....	30
DAYS-OFF WORK.....	30
ARTICLE 36.....	30
DURATION, TERMINATION AND RENEWAL.....	30

## ARTICLE 1

### PARTIES TO AGREEMENT

The parties to this agreement are Veolia Transportation Services Inc.-Tempe Division, hereinafter referred to as the "Company" and the Office and Professional Employees International Union, Local 30 (OPEIU), hereinafter referred to as the "Union".

## ARTICLE 2

### RECOGNITION

**Section 1.** The Company recognizes the Union as the sole collective bargaining agent with respect to wages, hours and working conditions for employees classified as Transportation Operations Supervisors.

**Section 2.** The Company and the Union each agree that they will not unlawfully discriminate against any individual because of such individual's race, color, religion, sex, national origin, age, marital status, veteran status, sexual orientation or disability. This pertains to all aspects of employment and union representation. The Company and the Union agree and shall comply fully with all the provisions of the Federal, State and local labor and employment laws. Any dispute arising under this section may be processed through the grievance and arbitration provision.

**Section 3.** The parties each agree to comply fully with all local, state and federal labor and employment laws, and all other laws pertaining to employment. The Company may take any appropriate action required under such laws, mandates, or directions, and neither such action nor its effects may be deemed a violation of this Agreement.

**Section 4.** The parties agree that in the event any federal, state and/or local laws are enacted that invalidates any portion or portions of this Agreement and said portion becomes null and void, that the balance of this Agreement will remain in full force and effect. If at any time thereafter, such term or provision is no longer in conflict with any federal, state and/or local law, such term or provision as originally embodied in this Agreement shall be restored in full force and effect.

**Section 5.** In the event any portion or portions of this Agreement is invalidated by federal or state or local laws or regulations and becomes null and void, the parties agree to commence negotiations within thirty (30) days, to replace the invalidated (null and void) portion with a valid provision.

**Section 6.** When the term "employee" or the masculine gender is used in this Agreement, it shall mean an employee coming within the scope of this Agreement and shall encompass both the male and female gender.

**Section 7.** The parties agree that they will treat one another's representatives with dignity and respect, and that employees and supervisors and other members of management will treat each other with dignity and respect.

### ARTICLE 3

#### PURPOSE OF AGREEMENT

**Section 1.** It is the intention of the parties, that this Agreement shall establish sound relations between the Company and its employees, which will promote harmony, genuine cooperation and efficiency, to the end that the employees and the Company may mutually benefit; assure a full day's work for a full day's pay, and to facilitate peaceful adjustment of differences which may arise, from time to time, between the Company and the Union, or between the Company and any employees covered by this Agreement; and to achieve uninterrupted operations, and to achieve the highest level of employee performance consistent with safety, good health, and sustained effort. Additionally, the purpose of this Agreement is to provide an understanding between the Company and the Union as to hours of labor, wages and basic working conditions, and to establish a means of settling grievances, disputes, and controversies arising between the Company and its employees. This Agreement is intended to set forth all the rights of the Union and the employees, all of which arise as a result of this Contract.

**Section 2.** It is recognized that the interests of the Company and the interests of its employees are fundamentally the same since the entire operation must prosper if its employees are to prosper. This requires that both the Company and the employees work together to the end that quality and costs of service will prove increasingly more attractive to the customers of the operation so that the operation will be continuously successful. Accordingly, the Company and the Union do hereby mutually pledge themselves to make every effort to make this Agreement the means of improving the relations between the employees covered by this Agreement and the Company, of obtaining fair treatment for all employees of the Company, and of improving efficiency and economies so that both may prosper.

**Section 3.** It is agreed that all employees and the Company shall make an honest and conscientious effort to eliminate waste and increase efficiency and improve customer service. Elimination of waste, among other things, specifically means reducing losses, care of equipment, minimum amount of time wasted, and careful and economical use of materials. It is further agreed that a constant increase in the efficiency of operation is necessary to the healthful growth of the operation and to maintain a proper efficient position of the Company throughout the industry. Increase in efficiency or maintenance means, among other things, cooperative effort toward finding easier, better and safer ways of providing service and the ready acceptance of higher performance and maintenance standards due to the improvements of operations or methods.

## ARTICLE 4

### MANAGEMENT RIGHTS

**Section 1.** Except to the extent expressly abridged by a specific provision of this agreement, the Company reserves and retains, solely and exclusively, all of its common law rights to manage its business, as such rights existed prior to the execution of this agreement with the Union. These rights include, but are not limited to the following: to decide all machines, tools and equipment to be used; to improve efficiency; to hire, lay off, assign, and promote employees; to determine the qualifications of employees; to determine the starting and quitting times; to establish the number of shifts; to determine the number of hours to be worked, including the determination of the necessity for overtime work; to promulgate reasonable rules and policies; to establish customer service and public relations policies; to determine the business hours and location of its establishments; to decide the processes of operation; to discharge or discipline for just cause and in accordance with the terms of this agreement, except that any employee discharged or disciplined shall have recourse through the grievance procedure.

**Section 2.** It is recognized that the Company's rule book and bulletins are necessary, but that said recognition is not to be construed as meaning that said rule book and/or bulletins are part of this Agreement. No rule or bulletin promulgated and enforced by the Company shall be valid if it violates any provisions of this Agreement.

**Section 3.** Failure of the Company to exercise rights herein reserved to it or exercising them in a particular way shall not be deemed a waiver of said rights or of the Company's right to exercise said rights in some other manner not in conflict with the terms of this agreement. The listing of specific rights in this section is not intended to be, nor shall be, restrictive of or a waiver of any rights of management not listed, whether or not such rights have been exercised by the Company in the past.

**Section 4.** The Company shall not be limited in meeting the desires of its customers.

**Section 5.** The relevant provisions of a revenue contract between the Company and its customers under which an employee of the Company performs work shall be incorporated by reference into this Agreement, to the extent only that such provisions impose terms, conditions or requirements upon the Company and/or its employees that are not required under the terms of this Agreement. In a situation in which a provision of this Agreement is in conflict with any of the provisions of such revenue contracts, the relevant provisions of said revenue contracts shall prevail for all purposes. Nothing in this Section shall be construed as subjecting any of the terms of any of the Company's revenue contracts to the Grievance and Arbitration provisions of this Agreement. The Company and the Union will meet promptly to discuss such situations with the affected employee(s).

**Section 6.** It is also specifically agreed that the failure of this Agreement to make specific provision for, or reference to, any matter or proper subject of bargaining shall not require further negotiation during the life of this Agreement unless mutually agreed to by the Union and the Company.

## ARTICLE 5

### COMPANY RULES – POLICIES – PROCEDURES

**Section 1.** The Union recognizes the right of the Company to establish rules, policies, and procedures as it may deem necessary, provided that such are not in conflict with the terms and conditions of this agreement.

**Section 2.** It is further provided that a copy of such Company rules shall be submitted to the Union. The Union may protest any rules that it considers to be in conflict with the terms and provisions of this agreement. If such protest is not made by the Union Fifteen (15) work days (excludes Saturday, Sunday and Holidays) after a copy of the rules are submitted to the Union, such rules shall be posted and/or handed to each employee to be governed thereby.

**Section 3.** Such Company rules, policies and procedures are to apply uniformly to all employees covered by this agreement.

**Section 4.** If the Union should protest any rule and if the Company does not concur in the elimination or modification of the protested rule, the Union's protest shall be subject to the grievance procedure contained in this agreement.

**Section 5.** The Company shall notify the Union of any policy changes that apply to employees covered by this agreement.

## ARTICLE 6

### GENERAL SENIORITY

**Section 1.** Classification Seniority shall mean length of service with the Employer within the bargaining unit from the first (1st) day of the employee's most recent date of hire/promotion within the Tempe Supervisor position. If two or more individuals have the same seniority, the employee's seniority position will be determined by the date the supervisor applied for the position.

**Section 2.** Company Seniority shall mean length of continuous service with Veolia Tempe.

**Section 3.** Employees may not hold seniority in more than one (1) bargaining unit of the Company.

**Section 4.** The Company agrees to keep posted in an accessible place an up-to-date and revised seniority roster showing the name, "date of employment," and seniority standing of all the employees coming within the scope of this Agreement.

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



## ARTICLE 7

### DISCIPLINE AND DISCHARGE

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

- First Violation: Verbal warning
- Second Violation: Written warning
- Third Violation: Suspension
- Fourth Violation: Discharge

Discipline for this shall be limited to a rolling 365 day period. Except in cases of overall job performance issues where the employee's overall record will be reviewed with the employee. When evaluating over all job performance counseling, non-preventable accidents or incidents, excused absences and excused miss outs will not be used for overall job performance. Major or willful infractions of rules and the continuing need to administer documented written warnings, reprimands and suspensions shall be sufficient cause for the discharge of an employee.

However there are certain serious offenses that will result in immediate suspension or discharge (employees should refer to the employee handbook). Employees who feel they have been unjustly or improperly disciplined or discharged may avail themselves to the grievance and arbitration procedures as outlined in Article 17 of this Agreement.

When an employee is placed on suspension pending an investigation, time served on such suspension may be used for disciplinary purposes, depending upon the outcome of the investigation.

#### **Section 1. Driving Record / Loss of CDL**

**A.** In reviewing an employee's overall driving record, the company will utilize unobserved monitoring and the employee's record of citations, bi-annual motor vehicle driving record checks and passenger and vehicle accidents, if any. If determined that a safety problem exists the employee shall be subject to safety training as determined by the Company. Safety is of paramount importance and the development and retention of safe driving habits are required and cannot be overstated.

**B.** An employee's driving record will be charged with and reflect accidents determined to be preventable and convictions for traffic citations. The National Safety Council guidelines, the vehicle code and defensive driving practices will be used in determining whether or not an accident is preventable or non-preventable.

**C.** Employees may be subject to discharge for the following:

Conviction of three (3) traffic citations in Company vehicles.

Conviction of a major traffic citation / violation (in personal or company vehicle). A major violation is any citation that involves:

- a. Driving while intoxicated or under the influence of drugs or controlled substances.
- b. Failure to stop and report an accident which an employee is involved.
- c. Homicide, manslaughter, or assault arising out of the operation of a motor vehicle.
- d. Reckless driving.
- e. Possession of any open container of alcoholic beverages.
- f. Speed contest, drag racing, or attempting to elude an officer of the law.

An employee who receives a citation for a major violation may be suspended without pay from all driving duties until convicted or the citation is dismissed. Such suspension shall not exceed thirty (30) days. In the event that the citation remains unresolved within these thirty (30) days, said employee will be placed on an unpaid leave of absence until resolved, not to exceed ninety (90) days in total. If convicted, the employee may be subject to discharge as described earlier in this section. The Company will also apply all Veolia World Class Safety Policies and Procedures and City of Tempe requirements.

**D.**

Employees, whose CDL (Commercial Drivers License) or medical certificate is invalid, expired, or suspended, shall be suspended until the employee obtains a valid license or certificate. Employees who fail to renew his/her CDL (Commercial Drivers License), within ten (10) days after expiration, may be subject to discharge. However, an extension may be granted for medical reasons depending on the circumstances.

## **ARTICLE 8**

### **ACCIDENTS /INCIDENTS**

**Section 1.** All accidents / incidents, caused by or occurring on or near a Company vehicle, including any unusual occurrence such as a disturbance by passengers, ejection, etc., all accidents / incidents, connected with the operation of Company owned or Operated vehicles, and all accidents resulting in injury to any employee shall be properly reported by the employee(s) involved to his / her supervisor / radio immediately. Employee(s) must also complete an accident/incident report provided by the Company. Such written reports shall be prepared and turned in to the designated Management representative on duty at the end of the employee's shift, if physically able, but no later than twenty-four (24) hours after the accident, incident or occurrence took place.

**Section 2. Preventable Accidents**

Veolia's goal is zero accidents.

**a.) Determination**

Each accident will be reviewed by the Safety and Training Department who shall render a decision of preventable or non-preventable and shall notify the employee as soon as possible after the accident occurs. The Safety and Training Department shall use the National Safety Council's book "A Guide To Determine Motor Vehicle Accident Preventability", as a guideline.

#### b.) Definition

The Company will follow the National Safety Council's Definition for a preventable accident as follows (or as modified by the National Safety Council): "Any accident involving an organizational vehicle which results in property damage and/or personnel injury, regardless of who is injured, what property was damaged, to what extent, or where it occurred, in which the employee in question failed to exercise every reasonable precaution to prevent the accident".

#### c.) Retraining

Retraining should be based on the primary or root accident cause, secondary or associated accident causes and any defects noted. It can include accident scene review, classroom training, safety films, and other training resources or materials. Employees will be paid for retraining.

#### d.) Procedures

The following corrective action procedures are requirements where a motor vehicle accident (MVA) is determined preventable. This procedure does not apply to For Record Only (FRO) vehicle accidents with no damage.

#### e.) Discipline

In general, progressive discipline for preventable accidents for employees of Veolia will be outlined in this Article. On occasion accidents may be considered to be severe preventable accidents and they may lead to termination upon final determination of preventability. Preventable accidents involving bodily injury and/or high property damage (\$10,000.00 or more) will be considered severe.

When a preventable accident is determined to have contributing factor that involves willful negligence during the operation of a company vehicle the company may impose additional discipline. This discipline may include suspension and up to including termination.

Willful negligence is defined by the parties as intentional or willful acts or omissions in flagrant or reckless disregard of the consequences to person or property. This is to include cases of inattentiveness or indifference by the employee to the foreseeable dangers or injurious results of their acts or omissions.

### **Section 3. Progressive Discipline for Preventable Accidents**

#### 1. First Preventable Accident

a.) When contemplating the appropriate form of retraining the Company will review the employee's overall safety record.

b.) If this is the first preventable accident within 12 months, retraining is mandatory. A retraining plan will be formulated that has a minimum of 4 hours of retraining.

c.) A written warning will be placed in the employee's personnel file.

#### 2. Second Preventable Accident

- a) When contemplating the appropriate form of retraining the Company will review the employee's overall safety record (behind-the-wheel evaluation, ride checks, supervisor's reports, previous safety infractions etc...).
- b) If this is the third preventable accident within 24 months, retraining is mandatory. A retraining plan will be formulated that has a minimum of 12 hours of retraining. The employee will be placed on non-safety sensitive duties until retraining is completed.
- c) The employee will be suspended for a period of not more than 3 days.

### 3. Third Preventable Accident

- a.) If this is the second preventable accident within 24 months, the employee may be subject to termination.

## ARTICLE 9

### WAGE RATES

- 2.5% wage increase to the current wage levels upon ratification.
- 2.0% wage increase each successive contract anniversary date in 2011 and 2012
- \$17.00/hour starting wage
- Within three weeks after ratification, current Supervisors shall receive the gross amount of two-hundred fifty dollars (\$250.00). On January 01, 2012, and January 01, 2013, then-current Supervisors shall receive the gross amount of two-hundred and fifty dollars \$250.00).
- The Company and the Union agree to address performance incentives in a side letter to this agreement.

## ARTICLE 10

### STRIKE/LOCKOUT

**Section 1.** It is agreed that there shall be no picketing, respecting of picket lines, hand-billing, supporting strikes, strikes, sit-downs, slow-downs, work stoppage or any other activity which interferes with the Employer's operations during the life of this Agreement, nor shall any officer or official of the Union or any of its locals, assist or encourage any picketing, hand-billing, supporting strikes, strikes, sit-downs, slow-downs, work stoppage or any other

activity which interferes with the Employer's operations during the life of this Agreement. Violation of the provisions of this section shall be grounds for disciplinary action up to and including discharge. The Union will notify the Company of all sanctioned strikes. If any employee in this union, or group of employees represented by the Union, should violate the intent of this Section, the Union shall take immediate affirmative action to prevent such illegal acts and take all necessary steps to the end that work will be properly and orderly resumed.

**Section 2.** It is further expressly understood and agreed that, should any act in violation of the intent of this Article occur during the life of this Agreement, the Employer or Union may seek injunctive or other appropriate equitable relief in a court of competent jurisdiction.

**Section 3.** The Employer agrees that it will not cause a voluntary complete cessation of operations of the Employer to support the Employer's bargaining position, commonly called "lockout", so as to prevent employees from working. Temporary or permanent shutdown by the Employer for economic reasons beyond its control shall not be considered lockouts.

**Section 4.** No Employee shall be required to cross a legal primary picket line if they reasonably believe their personal safety or the safety of the customer is in jeopardy.

## ARTICLE 11

### GENERAL PROVISIONS

**Section 1. Address Changes:** All employees must furnish the Employer with a telephone number where the employee may be reached by telephone as well as their address. The employee is responsible for notifying the Employer in the event of a change in telephone number within one day of such move or change and within three (3) days of a change in address. Disciplinary action may be taken for failure to furnish the required information.

**Section 2. Drug and Alcohol Testing:** In acknowledgement of the nature of the Company's operations, the parties have adopted, and must occasionally revise, formal provisions for drug and alcohol screening. The Company policy is zero tolerance. A positive test will result in termination. A copy of the policy is attached. Prior to any modification of the drug testing policy the Company will forward such modifications to the Union. If the Union deems such modification as unreasonable, they may avail themselves to the grievance and arbitration process.

**Section 3. Personnel Files:** An employee may review his personnel file at reasonable intervals and upon reasonable notice, and he may, at his option, be accompanied by a Union representative during such review. A Company representative must be present.

## ARTICLE 12

### PAY PERIODS

**Section 1.** The Company shall pay on a bi-weekly schedule and checks will be available after 9:00 a.m. on Friday.

**Section 2.** All salary increases/changes will become effective at the beginning of the pay period if the effective date falls within the first seven days and at the beginning of the following pay period if the effective date falls within the last seven days.

**Section 3.** Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to Veolia Transportation. Employees will receive an itemized statement of wages when Veolia Transportation makes direct deposits.

## ARTICLE 13

### INDUSTRIAL INJURIES

**Section 1.** Employees who sustain work-related injuries or illnesses must inform their supervisor immediately no matter how minor the injury may appear. Employees must supply all necessary information and complete all required forms before leaving work for the day (if possible).

**Section 2.** In the event an Employee has not returned to work after six (6) months from the date of injury, he shall be dropped from employment and seniority rolls.

**Section 3.** The Company, if work is available, has an alternative duty program. The Company shall determine availability of work. Such program shall be directed towards bringing the injured employee back to work in a capacity that will be beneficial to the employee and the Company. All light duty assignments are temporary and subject to change without notice. Compensation for light duty assignments shall be at the employee's regular rate of pay. Eligible employees are those employees suffering an on the job injury resulting in their inability to perform the essential duties of their position. The company shall determine the length of such light duty assignment and also the number and nature of light duty assignments at any one time.

## ARTICLE 14

### ATTENDANCE/MISS OUTS

Employee absence shall be classified into two categories: chargeable and non-chargeable.

- A. A non-chargeable absence is defined as all time granted by the labor contract (vacation, holidays, bereavement, jury duty, military service, leave of absence, paid sick time, pre-approved Union business etc.). Other non-chargeable absences shall

include time off granted by Management due to level of activity, on the job injury, weather emergencies, and unavoidable accidents or emergencies.

- B. A chargeable absence is defined as each instance where an employee misses more than half of his/her assigned work or one or more days equal one occurrence unless the employee clears themselves and then subsequently calls off again. In the event an employee misses half or less of his assigned work, he shall be charged with half an absence. Such chargeable absence shall include non-work related personal illness or injury. Doctor slips, in excess of two (2) in a rolling 365 day period, shall not excuse an absence; however, such a slip may be required to meet qualifications for sick leave or return to duty.

1st - Verbal warning

2nd -Written Warning

3rd -Three (3) day suspension and final warning

4th -Shall be subject to discharge.

Failure of an employee to report for duty at the proper time, at the proper place at which their assigned duties or assigned meetings are scheduled to start is defined as a MISSOUT. Miss outs will be assessed for: not reporting for duty by the scheduled report time or not calling; less than two hours before scheduled report time. The employee may be required to work for that day, if needed. If the employee refuses to come in to work, the absence will be unexcused and he will be subject to disciplinary action as outlined in this article.

In the event an employee is not requested to work after reporting in, he shall be charged with a missout, not an absence. If any employee is requested but cannot work, he shall be charged with an absence and a missout.

The appropriate action for an excessive number of miss outs as set forth above is defined as follows:

Four (4) occurrences of miss outs within any rolling 365 day period will be cause for discharge.

1st - Verbal warning

2nd - Written warning

3rd - Three (3) day suspension and final warning

4th - Shall be subject to Discharge

No Call-No Show's are unexcused absences from scheduled work where the employee fails to call in within one (1) hour after the scheduled report time. A No Call-No Show means the Company was given no advanced warning of the impending missed assignment.

Discipline for No-Call No-Show's (NCNS) will be handled with the following discipline in a rolling 365 day period:

1st NCNS: Three (3) day suspension

2nd NCNS: Discharge

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

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

## ARTICLE 15

### GRIEVANCE AND ARBITRATION

**Section 1.** All contract language differences, disputes, suspensions, discipline cases and discharge cases, hereinafter collectively referred to as "grievances" between the parties arising out of or by virtue of this Agreement shall be disposed of as provided in this Article. This Article does not apply to the determination of accident chargeability. All "days" refers to working days. Grievances concerning termination from employment shall be processed at STEP TWO, with ten (10) calendar days permitted for the initial filing of the grievance.

The procedure for handling grievances shall be as follows:

#### Step 1

The employee and/or the Union shall submit the grievance in writing to the Operations Manager (or designee) within ten (10) days from date of the occurrence or when the grievant or Union should have reasonably known of the occurrence upon which the grievance is based. The Company will give a written response to the grievance within ten (10) days from the date it is received.

#### Step 2

Failing satisfactory disposition of such grievance, the grievance may be appealed to the General Manager (or designee) within ten (10) days from the date of denial. A written decision will be given by the Company within ten (10) days from the date appeal was received. A meeting will be held if requested by either party; and if a meeting is held, the days provided for response will start the day after the meeting. A grievance processed through Step 1 and 2 will not be heard by a Company representative who has conducted a prior hearing of the case.

#### Step 3

Failing satisfactory disposition of such grievance, the Union may, within forty-five (45) days or within five (5) days following the first Union meeting after receipt of the Step 2 decision (whichever occurs first), appeal the grievance to arbitration. The appeal will be made to the Regional Vice President (or designee). The parties will meet with the Union within ten (10) days to attempt to settle the grievance. Failing a settlement, the parties will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Each side shall alternately strike one until one arbitrator is left and that person shall act as the impartial arbitrator. Note: For the first arbitrator selection during the contract, the Company shall strike first. Each arbitration selection



shall be done alternatively thereafter. The Company and the Union shall share the costs of the Arbitrator's fees.

**Section 2.** The Company and the Union shall equally share the cost of the Arbitrator, 50/50. The Arbitration shall convene as soon as practicable to hear the grievance. The arbitrator shall have no power to add, delete from, or modify the terms of this Agreement or the contract between Veolia Transportation and Client.

Either party may request that a transcript of the hearing be taken and the party so requesting shall pay the full cost of such transcript, if the non-requesting party later requests a copy of a transcript for any reason, the party shall be entitled to a copy and shall pay one-half (1/2) of the total cost of the taking of the transcript.

The decision of the arbitrator shall be binding on the parties subject to such proceedings as may be permitted by law.

Failure to adhere to the time limits specified herein will result in a forfeiture of the grievance. The time limits may be extended by mutual agreement and such agreement shall be confirmed in writing. All time limits specified herein shall exclude Saturday, Sunday and holidays.

## **ARTICLE 16**

### **PROBATIONARY PERIOD**

**Section 1.** The probationary period as herein established is to provide a trial period during which the Company may judge the new employee's ability, competency, fitness and other qualifications to perform the work for which he/she is employed. The probationary period shall be for ninety (90) calendar days from the date of hire. Upon mutual written agreement the Union and the Company may extend an employee's probationary period for an additional thirty (30) calendar days. Eligibility for medical benefits as set forth in Article 29 shall not be impacted by an extension of probation.

**Section 2.** Employees while in the training period, which runs concurrently with the probationary period, are not covered by this Agreement.

**Section 3.** The Company shall have the right to determine the length of the training period which shall not exceed the established length of the probationary period.

## **ARTICLE 17**

### **LAYOFFS**

**Section 1.** When it is necessary to reduce the Supervisor positions of the company, layoffs will begin with Supervisors in the inverse order of seniority provided, however, five (5) working days notice will be given before any such layoffs. Employees laid off will retain and accumulate seniority rights during such lay-off for a period of twelve (12) months.

**Section 2.** When the regular work force of the company is increased, former employees of the Company who were laid off within the last six months shall be recalled in the reverse order in which they were laid off.

**Section 3.** In the recall of persons, the following procedure shall be followed:

**First:** The Company will attempt to notify each person to be recalled to report for work by registered U.S. Mail (return receipt requested). Such letter shall be directed to the last known address of such person, and a copy thereof shall be furnished to the Union. By so doing, the Company shall have discharged its notice obligations under this Article. Employees who were laid off must keep the Company and the Union supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and recall rights hereunder.

**Second:** Persons notified to report for work must report for work within fifteen (15) days of mailing of the registered letter or lose their seniority and recall rights hereunder. Persons notified shall have five (5) days after receipt of notification to advise the Company of their intent.

**Section 4.** Persons recalled under the provisions of this Article must be able to perform the then existing work requirements of the Company. It shall be the responsibility of the Company to retrain any recalled personnel on all new equipment.

## ARTICLE 18

### MEDICAL EXAMINATION

All physical examinations required as a condition of continued employment shall be made by a physician selected by the Company and paid in full by the Company, except employees returning from sick leave (excluding Workers' Compensation) may be required to provide, at their cost, medical evidence from their physician indicating their ability to return to active status. The employee returning from sick leave may also be subject to examination by a Company physician prior to returning to work. The Company may, for good reason, require an employee to submit to a physical examination and such examination will be paid by the Company. Any employee refusing to submit a medical examination will be subject to dismissal.

In the event of a dispute between the employee's personal physician and the Company's selected physician, the employee may, within ten (10) days, request a third opinion. The third medical physician shall be selected jointly by the Union and the Company. The third physician shall make an examination and use as criteria the Department of Transportation and the Company's medical standards, along with the required work of the operator. The findings of the third physician shall rule. The expenses of the third physician shall be borne equally by the employee and the Company. It shall be the employee's responsibility for obtaining the appropriate waivers and the employee shall be responsible for the expense of such.

## ARTICLE 19

### COURT APPEARANCES

Employees who are required by the Company or required, as a result of completing a Company accident or incident report, to attend work-related court or hearings on regular working days, shall receive pay for earnings lost. Employees required by the Company to attend court on their days off will receive actual time but not less than four (4) hours pay at their regular straight-time hourly rate. Such hours shall be considered as time worked for the calculation of overtime and apply to any guarantee.

Witness fees will be returned to the Company.

Paid time off for citations issued to the employee for traffic violations is not included in this provision.

Employees who are subpoenaed as a witness to an accident or incident (non-Company related Good Samaritan) while on duty, shall be granted time off with pay for the purpose of providing testimony or depositions (time off not to exceed three (3) days per contract year).

Jury Duty – All Employees will be granted time off for jury duty. Employees must notify the Company immediately of their jury notification and their intention to attend. In the event the Employee cannot excuse himself/herself from jury duty, the following will be used as guidelines:

The Employee will be paid what they would have worked for the day less any jury duty pay received (paperwork must be provided). Such payment shall not exceed ten days in any calendar year.

## ARTICLE 20

### DUES CHECK OFF

**Section 1.** The Company agrees to deduct from the wages of any employee included in the bargaining unit, the regular monthly membership dues of the Union and initiation fees or other authorized assessments levied in a legal manner or the service fee equivalent, and will forward such dues and assessments, and service fees to the properly accredited officer of the union on or before the fifteenth (15th) work day following the date in which dues or service fee equivalents are withheld from wages as long as the Union is enrolled in Pay Mode.

**Section 2.** The individual authorization or directives shall contain authorization for deduction of requested monthly membership dues, initiation fees, assessments, or the service fee equivalent.

**Section 3.** Bargaining unit employees shall have the option to make voluntary contributions by payroll deduction to the Union's "JB Moss Voice of the Electorate" (VOTE) fund. Upon presentation of the appropriate authorization card, the employer will withhold the amount of money requested by the employee and forward it to the Union along with the dues withheld. The Union will hold the employer harmless for any disputes arising as a result of these withholdings.

**Section 4.** The Union agrees to hold the Company harmless and indemnify the Company against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Company for the purpose of complying with this article.

## **ARTICLE 21**

### **SAFETY**

**Section 1.** The Union recognizes that accident prevention work is necessarily incident to the operation of the Company's transportation system and that safety programs, safety meetings and general accident prevention work is mutually beneficial both to the Company and to its employees. The Union, therefore, agrees that it will encourage the employees to cooperate with the Company in such safety work and will urge them to attend all safety meetings held and conducted by or for the Company and to take an active part and interest in accident prevention work.

**Section 2.** The Company and Union agree to continue their effort to prevent injury to employees and passengers.

**Section 3.** The Company and the Union will make every effort to comply with all safety rules promulgated by the city, state, and federal government, which apply.

## **ARTICLE 22**

### **UNION BUSINESS/REPRESENTATION**

**Section 1.** The conducting of the Union business on Company time is strictly prohibited unless prior approval has been granted by an official of the Company.

**Section 2.** It is mutually agreed that all business pertaining to this Agreement shall be transacted between the properly accredited officers or agents of the Company and those of the Union, and duly appointed Stewards and committees thereof; composed of employees of the Company, or a representative of the Union, or an attorney duly licensed to practice as such, on all questions that may arise under and within the terms of this Agreement.

**Section 3.** The Union agrees to furnish the Company with an up-to-date list of all officers, representatives, stewards and committee members and will immediately notify the Company in writing of any changes hereto. The Employer shall recognize no officer or steward until such notification of his/her appointment shall have been received by the Employer from a duly authorized officer of the Union.

**Section 4. Union Representatives.**

(a) The Union may designate and the Company will recognize the designated Officers and Shop Stewards. The Union will endeavor to maintain a maximum of three (3) local stewards from this bargaining unit when ever possible.

(b) Compensation of Shop Stewards While Engaged in Union Activity. The Shop Stewards and their Alternates shall not be compensated by the Company for his/her duties as a Shop Steward.

**Section 5. Bulletin Boards.** The Company will provide the Union with space for a bulletin board that was purchased by the Union. Said bulletin board will be located in such a manner that all employees can easily see its contents. This shall be used by the Union for the posting of official notices, meetings and all other matters pertinent to the Union. The Union agrees that the bulletin board will only be used for official business and will not intentionally post any material derogatory of the Company or Client. Union officials shall have reasonable access, during regular Company office hours, to maintain the bulletin board. If a posting becomes a concern the Union and Company will meet and discuss the posting.

**Section 6. Union Business Leave.** The Officers and Shop Stewards may be permitted reasonable time off without pay to attend Union meetings called by the Local Union as long as it does not interfere with operational needs determined by the Company. The Company shall be given forty-eight hours prior notice by the Local Union. The 48 hour requirement may be waived as long as it does not interfere with operational needs.

**Section 7. Union Visitation.** Union officials or their representatives not employed by the Company will check-in with the appropriate company officials upon arrival at the work site. The Union representative will not in any manner interfere with the performance of work by the employees.

**Section 8.** When requested by the employee, there shall be a Union official present whenever the Company meets with the employee about discipline. The Union will pay for all times when a Union official is representing the employee. If the Union official is unavailable, the meeting or interview shall not begin until the Union official is present. Time stops while waiting for the Union official. For the purposes of placing an employee on investigative suspension, the employee shall not be entitled to Union representation.

**Section 9.** The Officers or the Stewards of the Union for this property shall be permitted reasonable time to investigate, present and process grievances on the Company property.

## ARTICLE 23

### MILITARY LEAVE

If an Employee of the Company shall enlist or be conscripted into the Armed Forces of the United States, such Employee shall be granted a leave of absence without loss of seniority and in the order of his seniority shall take precedence over other Employees of the Company in his former line of work provided application for reinstatement is made within thirty (30) days after his date of discharge from such Armed Forces and he can meet the qualifications and requirements for the position that are in effect at the time of his return (excluding any additional formal educational requirements).

## ARTICLE 24

### BEREAVEMENT LEAVE

**Section 1.** Full-time employees who have completed their probationary period will receive up to three (3) consecutive days per year, with pay on such scheduled work days or hours, at the applicable straight-time hourly rate due to absence by reason of death of a person in the employee's immediate family. Proof from a funeral home is need to qualify for the bereavement pay.

**Section 2.** Compensation for time lost from scheduled work hours will be paid under the following conditions:

1. Compensation will not be paid unless the employee loses scheduled work time.
2. Immediate family is defined as spouse or domestic partner, child/step-child , parent/legal guardian, brother, sister, grandparent, grandchild, mother-in-law and father-in-law.
3. The Company shall require proof of the employee's relationship through an obituary or newspaper notice, statement of funeral director or attending physician, death certificate or other source.
4. Additional time off without pay will be allowed if a need is demonstrated and the General Manager, or his designee, approves this in advance.

## ARTICLE 25

### HOLIDAY PAY

**Section 1.** Post-probationary, Full-time Supervisors will be paid for the holidays listed below.

- A. New Year's Day, **Martin Luther King, Jr. Day (beginning in 2012)**, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

- Holiday pay is computed at an individual employee's base rate of pay.

- Holiday pay will not be counted as time worked for the purpose of overtime calculations.
- If an employee is scheduled to work on a holiday, he or she will be paid his or her regular rate of pay plus eight (8) hours of holiday pay.
- Holidays will not be paid to employees on any type of unpaid leave.
- Employees must be present at work on his or her last scheduled day prior to the holiday and the first scheduled day after the holiday to receive holiday pay.
- When a holiday falls within an eligible employee's vacation, the employee may elect to extend the vacation period by one day or may retain that vacation day for later use if approved in advance by the employee's immediate supervisor.
- Time off without pay may be granted to employees who desire to observe a religious holiday which is not recognized by the Company. Such unpaid time will be granted provided undue hardship is not introduced to the Company and that all floating holidays have been exhausted.

All eligible employees receive two (2) floating holidays per year in addition to vacation, sick leave and the Company's regular scheduled holidays. The Company, at its discretion, can assign a floating holiday(s) to be observed on a specific day based upon operational needs.

Floating holidays are available on January 1 of each calendar year for all eligible employees. In order to be considered eligible, an employee must have passed his/her 90 day probationary period.

<b>First Year of Employment:</b>	<b>Floating Holidays Available:</b>
January 1 – May 31	2
June 1 – September 30	1
October 1 – December 31	0

Floating holidays must be taken in the calendar year in which given and may not be carried over to the next calendar year, nor may they be cashed out if not taken or paid upon termination of employment.

A floating holiday must be scheduled and approved in advance by the employee's immediate supervisor.

## **ARTICLE 26**

### **VACATIONS**

<b>Service Requirements Years of Employment</b>	<b>Vacation Time Earned on Anniversary Date</b>
1 – 4	10 days

5 – 9	15 days
10	20 days

Vacation shall be granted on the anniversary following an employee's hire date.

Vacation may not be carried over from year to year. Vacation not used by the end of the anniversary date is forfeited.

Upon separation or termination of employment, any unused vacation time will be paid to employee.

#### GENERAL

Vacation days must be scheduled in advance and approved by the employee's supervisor and recorded for payroll purposes. The Company and the Union have agreed to develop a method at a later date with which to bid for vacation.

### **ARTICLE 27**

#### **SICK LEAVE**

Sick leave may be used for an employee's personal illness, well-care and medical appointments. Sick leave may also be used for illness and well-care in an employee's immediate family such as spouse, child, or parent.

Each calendar year on January 1, eligible employees will receive four (4) sick days. During an employee's first calendar year of employment, an eligible employee who has not yet completed one year of service by December 31 is entitled to one sick day for each three months worked from the employee's start date through December 31 (with a maximum of 4 days per calendar year). Sick days not taken during the year will be carried over to the next year, to a maximum of 35 days. All employees with five (5) years or more of consecutive employment with the Veolia Tempe division shall be issued five (5) sick days effective January 01, 2011.

Employees must take sick leave in 4 hour increments. Sick days will be paid on the basis of a normal work schedule and are not credited as hours worked for the purpose of overtime calculation.

When possible, employees are expected to schedule planned medical appointments in a manner that minimizes disruption of workflow. Further, employees must use sick leave for its intended purpose. Managers will monitor employee use of sick leave for patterns of abuse. Abuse of paid sick leave will result in disciplinary action. At the Company's discretion, a written statement from a doctor verifying any illness or injury may be requested.



Employees will not be paid for unused sick days while they are employed or at the termination of employment.

## ARTICLE 28

### LEAVE OF ABSENCE

**Section 1.** The Company agrees that upon request, the officers and representatives of the Union shall be granted leave of absence to transact the business of the union, provided reasonable notice shall be given, and their seniority and all other rights and benefits with the Company shall not be affected due to their absence.

In the event any union official is appointed or elected to a full-time position with the union, the union may request that the company keep the official on the company payroll for purposes of benefit continuation. The union agrees to pay such benefit continuation cost. Upon return, the employee will be placed in the proper rotation.

**Section 2.** An employee may be granted a leave of absence for a good and sufficient reason for a period not to exceed thirty (30) consecutive days by mutual agreement but may be extended by 30 days at the Company's discretion.

Applications for leaves of absence must be in writing, stating the reason for the request and specifying the number of days desired. Such leaves shall be without pay and without loss of seniority. If such leave is for more than thirty (30) days, the employee, in order to maintain his insurance coverage and pension, must make the required contributions in advance.

An employee on leave of absence as provided for in this section must secure from the Company, a letter showing the leave is permitted and such letter shall also show the termination date of such leave. A copy of the application and the letter of permission shall be furnished the Union.

A. An employee off on a bona fide leave of absence due to illness or disability that exceeds ninety (90) days may continue his insurance coverage by paying the total premium as established on a group basis, each month in advance.

In the event he has not returned to work at the end of 180 days from the date he last worked, he shall be dropped from the employment rolls; provided, however, an extension may be granted if justified.

B. No holiday or vacation pay shall continue for an employee on sick, disability, or industrial leave that exceeds thirty (30) days, and further, no sick leave or lost time benefits shall accrue or continue after thirty (30) days.

**Section 3.** RETURN TO WORK The following applies to all leaves of absence contained here herein. Any employee, at his option, may return to work prior to the expiration of his leave of absence. Employees returning from leave of absence prior to expiration of said

leave (if less than thirty (30) days) shall notify the appropriate Company representative before 12:00 noon the day prior to displacing employee involved (excluding Saturdays, Sundays and holidays).

**Section 4.** Any employee who accepts a position with the Company, outside the bargaining unit, shall be granted a one (1) month period of time, and upon his return to his regular work, he shall be reinstated his former position without loss of seniority. In the event such employee continues in said position beyond the one (1) month period, he shall forfeit his seniority rights. Employees accepting a position outside the bargaining unit shall only have one (1) opportunity per Labor Agreement while employed with the Company to be reinstated to their former position in the bargaining unit without loss of their seniority.

**Section 5.** The Company and Union agrees to jointly encourage those employees off on disability, industrial or non-industrial to return to their duties at the earliest possible date.

**Section 6.** In the event an employee exhausts all F.M.L.A. leave during the eligible period and has what would be a qualifying event, the employer will consider a leave of absence as outlined in this article.

## ARTICLE 29

### HEALTH & WELFARE

Only full-time employees who have been in the continuous service of the Company ninety (90) days or more shall be eligible for participation in the health insurance Plan offered by the Company, such Plan to be administered in accordance with the Plan's provisions. The cost-share agreement is as follows:

	<b>BCBS of IL HCA Employee/Employer Cost Share</b>	<b>BCBS of IL EPO Employee/Employer Cost Share</b>
<b>Employee Only</b>	15/85	20/80
<b>Employee + Spouse</b>	30/70	33/67
<b>Employee + Children</b>	27/73	32/68
<b>Employee + Family</b>	30/70	33/67
	<b>Dental Employee/Employer Cost Share</b>	<b>Vision Employee/Employer Cost Share</b>
<b>Employee Only</b>	27.5/72.5	25/75
<b>Employee + Spouse</b>	45.3/54.7	25/75
<b>Employee + Children</b>	45.2/54.8	25/75
<b>Employee + Family</b>	50/50	25/75

Increases to the premium rates above will be shared in the same ratio in which the current ratio has been described above (premium rates may increase effective in January of each year of this agreement and the employer reserves the right to change insurance carriers should the need arise, with similar benefits).

Employees shall receive both Basic Life insurance and Accidental Death and Dismemberment (AD&D) coverage each equal to 1 times basic annual earnings.

Full-time Employees shall be eligible for long term disability pursuant to the eligibility requirements included in the summary plan description.

### **ARTICLE 30**

#### **UNIFORMS**

Supervisors are required by the Company to wear uniforms as specified by the Company. New Supervisors will be given five (5) sets of uniforms. Each existing Supervisor will be issued two (2) additional sets of uniforms within three (3) months of ratification.

The Company shall make arrangements to supply replacement uniforms when deemed necessary at its expense. Uniforms needing replacement due to neglect or misuse will be replaced at the Supervisor's expense.

### **ARTICLE 31**

#### **401(k) RETIREMENT PLAN**

**Section 1.** All employees over the age of eighteen (18) who meet the eligibility requirements may participate in the company's 401K plan upon completion. To be eligible for the Plan an employee must complete six (6) months of service and may enter on the following January 1<sup>st</sup> or July 1<sup>st</sup>. The company shall contribute \$0.25 per eligible hour worked. Employees must contribute a minimum of 1% of their eligible earnings in order to receive the \$0.25 per hour contribution. Contributions made by the employer are subject to the following 3 year graded vesting schedule.

<b>YEARS OF VESTING SERVICE</b>	<b>PERCENT VESTED</b>
Less than 1 year	0%
1 year but less than 2	33 <sup>1</sup> / <sub>3</sub> %
2 years but less than 3	66 <sup>2</sup> / <sub>3</sub> %
3 years or more	100%

**ARTICLE 32**  
**ACCIDENT REVIEW**

**Section 1: Statement of Purpose.**

The establishment of an Accident Review Board (ARB) for the employees of Veolia Transportation–Tempe, Div. has a three-fold purpose:

1. To enhance the awareness of the means and methods of accident prevention and to stress the importance of thorough, accurate accident reports, and
2. To ensure each employee involved in an accident has the opportunity for a fair review of the circumstances in determining the preventability or non-preventability of such an accident.
3. To ensure that Veolia fully understands and processes the circumstances of each accident in order to identify potentially hazardous trends. Further, the review procedures should establish objective criteria for review, and should complement Veolia's post accident training program by identifying areas requiring improvement.

**Section 2: Accident Review Board Members**

The ARB shall be made up of three members, as jointly appointed by the parties:

The ARB shall represent all departments of the organization directly involved in the safety program.

1. One management representative to serve as chairperson, who is trained in the principles of accident prevention and safety supervision.
2. One bargaining unit member representative from the transportation department. This person should be familiar with operating rules pertaining to schedules, routes, speed limits, hours of work, and related subjects.
3. One representative from the Safety department.

**Section 3: Procedures**

1. Each accident will be reviewed by the Safety and Training Department, which shall render a decision of preventable or non-preventable, and shall notify the employee.
2. The committee shall use the National Safety Council's book, "A guide to Determine Motor Vehicle Accident Preventability", as its guideline.

3. For each accident reviewed, the employee has the right to be represented by an appropriate Union official. No other person or persons shall be allowed to come as representative or companion for the employee. The committee will use the following sources for gathering facts related to the accident:
  - a. Supervisor's report
  - b. Police investigation reports
  - c. Accident investigator report
  - d. Witness statements
  - e. Diagrams, photographs, and any other available evidence
  - f. Supplemental reports by: witnesses, supervisors, or driver
4. When the chairperson is satisfied that the members of the committee are completely familiar with all the facts of the accident and have discussed it at sufficient length, the chairperson will ask for a secret ballot from the committee members. The chairperson only votes in case of a tie.
5. Following the meeting, the chairperson should inform each driver in writing of the committee's decision. A copy of the written decision should be given to the driver and another copy will be placed in the driver's personnel file.
6. If the vote of the ARB calls for the ruling to be changed to that of non-preventable, the ARB decision is final.
7. The A.R.B. will be convened as needed, if an appeal is pending. The Company shall notify the employee in writing of the scheduled date the A.R.B. will meet to consider the appeal, no later than seven (7) calendar days prior to the meeting.

### **ARTICLE 33**

#### **PART TIME/TEMPORARY EMPLOYEES**

**Section 1.** The company retains the right to employ up to a maximum of 20% of the Supervisor's work force of part time and temporary Supervisors.

**Section 2.** Part time employees are not eligible for benefits nor do they carry or keep full time seniority. Part-time employees are employees who regularly work less than 24 hours per week. Part time employees may go from part time to full time once only during their career. Part time employees may return to full time status if after all other employees have had the opportunity to bid full time work. Layoff will be part time first, then by reverse seniority in the full time ranks.

**Section 3.** Temporary employees will be used on an as-needed basis. Temporary employees are not eligible for benefits nor do they maintain seniority. Temporary employees shall not be assigned any work during a time which a part-time or a full-time employee is on layoff status. Consecutive utilization of temporary employees may not exceed thirteen (13) weeks in duration, but may be extended by mutual agreement.

## **ARTICLE 34**

### **ASSIGNABILITY**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by a change of any kind in the legal status, ownership or management of either party hereto.

## **ARTICLE 35**

### **DAYS-OFF WORK**

The following instances of premium pay are only to be paid out if the employee has worked his regularly scheduled work week.

All regular meetings required for supervisors to attend shall be held during regular shift hours except in cases of emergencies. Due to the 24 hour nature of the operation, in the event that a supervisor may not be able to attend a meeting called due to their assigned schedule, they will be compensated for their attendance at the premium rate of 120% of their regular rate of pay for the hour(s) of the meeting.

Supervisors required to work Special Events which include but are not limited to July 4<sup>th</sup>, New Year's, football games, marathons, Operator bid changes, being assigned/required to work day off and other events, shall be compensated at the premium rate of 120% of their regular rate of pay for all hours worked on such events.

Supervisors required to report to duty prior to or work beyond their scheduled shift to cover for an absence of another Supervisor shall receive the 120% premium rate for such time.

## **ARTICLE 36**

### **DURATION, TERMINATION AND RENEWAL**

This Agreement shall be in full force and effect as of December 01, 2010, to and including the November 30, 2013, and shall be automatically renewed from year to year thereafter unless terminated or changed in the manner provided hereinafter. Should the Employer or Union desire to change or terminate this Agreement, written notice thereof shall be served by mail upon the other not more than one hundred (120) days nor less than thirty (30) days prior to November 30, 2013, or any anniversary date thereof.

OPEIU Local 30

Name: Walter Allen, Jr.

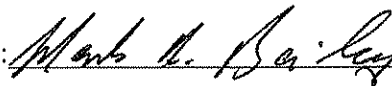
Title: Executive Director/CFO

Signature: 

Date: 12-6-10

Name: Mark Bailey

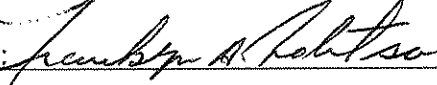
Title: Business Agent

Signature: 

Date: 12-6-10

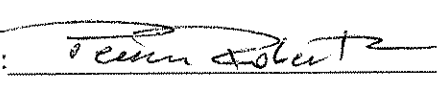
Negotiating Committee:

Name: Franklyn Robertson

Signature: 

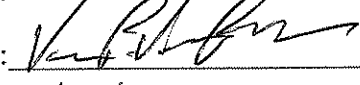
Date: 12/08/2010

Name: Perren Robertson

Signature: 

Date: 12-09-2010

Name: Jay VanPatton

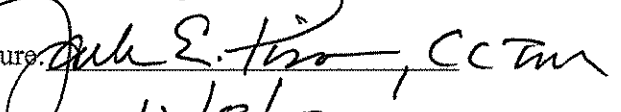
Signature: 

Date: 12/8/10

Veolia Transportation Services, Inc.

Name: Jack Pisano

Title: General Manager

Signature: 

Date: 12/8/10

Name: James Wolf


Title: Regional Vice-President

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Bill Jackson

Title: Assistant General Manager

Signature: 

Date: \_\_\_\_\_

Name: Linda A. Kalaf, SPHR, GPHR, MA

Title: Director, Human Resources,  
Passenger Relations & Community  
Engagement

Signature: 

Date: 12-9-10

Name: Rachid Breir

Title: Fixed Route Operations Manager

Signature: 

Date: 12/8/10

## Side Letter of Agreement

The parties agree to establish a Labor-Management Subcommittee within the first three (3) months of this agreement. Said committee shall be comprised of three (3) members from the union and three (3) members from management.

The purpose of this committee shall be to jointly discuss and develop a Performance Bonus Plan as was outlined during the contract negotiations, and a posting and bidding process for use by this bargaining unit.

In addition, this committee shall take on other Labor-Management discussions as it shall deem appropriate to ensure a fair and equitable adjustment to issues which may arise regarding the intent of the terms of this agreement, to the extent possible. The work of this committee will in no way disable the grievance/arbitration procedure outlined in the agreement. This committee is not empowered to modify or in any way change the language of the agreement without the consent of the employer and union as recognized in Articles 1 and 2 of the agreement.

The parties recognize the importance of developing a good working relationship and realize that disputes may be avoided if the lines of communication are open to frank and honest discussions at all times. This committee is expected to be the means to that end.

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For the Union

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For the Company

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Date