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AGREEMENT

between

ATC/VANCOM, INC.

and

AMALGAMATED TRANSIT UNION

LOCAL 732

JULY 1, 2005 THROUGH JUNE 30, 2007

AGREEMENT BETWEEN ATC/VANCOM INC. AND
AMALGAMATED TRANSIT UNION LOCAL 732 JUL Y 1,
2005 THROUGH JUNE 30, 2007

PREAMBLE

This Agreement is entered into by and between ATC/Vancom, Inc. as the operator of the Cobb Community Transit of Cobb County Georgia, its successors and assigns, hereinafter referred to as the "Company" and the Amalgamated Transit Union, Local 732, hereinafter referred to as the "Union."

The Company agrees that it will cooperate with the Union in its efforts to promote harmony and efficiency among all the Company'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.

NON-DISCRIMINATION

The employer and the Union agree not to discriminate against any individual because of such individual's race, color, religion, sex, National origin, disability, veteran's status or age in violation of any Federal or State law. Additionally, neither party shall engage in any other discriminatory acts prohibited by law nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunity.

ARTICLE 1: RECOGNITION

The Company recognizes and acknowledges that the Amalgamated Transit Union Local 732 is the exclusive collective bargaining representative for all full-time and regular part-time Bus Operators, customer service-clerks and service workers, in accordance with the National Labor Relations Board order dated April 9, 1990. 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 of the Union or accredited officers or agents of the Company and the regularly elected or appointed officers and stewards of the Union or accredited committee thereof.

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

Additionally, upon request, either party will provide the other with the appropriate names, addresses, and phone numbers of Corporate/International Representatives responsible for the administration/application of this agreement.

ARTICLE 2: MANAGEMENT RIGHTS

The Company 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 and type of service to be run at any and all times; to determine the size and 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 establish safety procedures; to determine and enforce

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discipline for violation of rules and other misconduct while on duty; to discipline, suspend, or discharge employees for just cause after probation; to establish standards of customer service, quality of work and other measures of employee productivity; to take whatever steps are necessary to insure that all service is provided.

Before implementation of any new rules or regulations, the Company shall give written notice to the Union at least fifteen (15) calendar days in advance of the effective date of such rule or regulation except in the event of Federal, State or Local governments requiring immediate implementation of a regulation and/or if a safety issue requires immediate implementation of a new rule, the Company then will notify the Union as soon as possible via facsimile. If requested by the Union, the Company shall meet with the Union to discuss the intent and purpose of the new rule or regulation. If the Union protests the reasonableness of the new rule or regulation, and the Company does not agree with the Union's requested modifications, such protest shall be subject to the Grievance and Arbitration provisions of this agreement. Rules and regulations will be placed in a conspicuous place for reference by employees.

ARTICLE 3: EMPLOYEE COOPERATION

The employees shall work at all times to the best interest of the Company; they shall perform efficient service in their work; they shall operate and handle vehicles carefully and with the utmost regard for 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; they shall give the riding public courteous and respectful treatment at all times to the end that the service may improve and grow.

No employee shall accept employment at another position that interferes with his or her work for the Company.

The Company agrees to maintain safe, clean, and proper working equipment at all times.

ARTICLE 4: NO STRIKE/NO LOCKOUT

The Union agrees it will not permit and its members agree that during the continuance of this Agreement, there shall be no strikes, sit downs, slow downs, walk outs, sympathy strikes or other concerted cessation or curtailment of work by the Union or its members.

The Company agrees that during the life of this Agreement there shall be no lockouts.

ARTICLE 5: MEMBERSHIP

The Company agrees that it will, during the life of this Agreement, honor written voluntary individual membership dues check-off requests of employees in the jobs covered by this Agreement, until such check-off request is revoked in writing by the employee in accordance with the procedure outlined in this paragraph. Upon receipt by the Company of a signed Authorization, the Company will deduct the Union initiation, assessment or reinstatement fee and monthly dues from the pay of each of its employees who have or may hereafter authorize such deductions.

The sum so deducted shall be paid monthly to the appropriate financial officer of the Union, together with an itemized statement showing the source of each deduction. All authorized deductions shall be irrevocable for a period of one year from the date thereof, or until the termination of this collective bargaining agreement, whichever occurs sooner; and such deduction shall be automatically renewed, and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement, whichever is shorter, unless revoked by written notice to the Company and sent by certified or registered mail to the Union and received not more than fifteen days

after expiration of each period of one year or each applicable collective bargaining agreement, whichever is sooner.

The Union agrees to indemnify and hold the Company harmless for any claim, demand, suit or other liability arising out of action taken by the Company in reliance on the Union's dues deductions.

ARTICLE 6: LEAVE OF ABSENCE FOR UNION BUSINESS

The Company agrees that the officers and committees of the Union shall be granted unpaid leave of absence without loss of seniority for Union business when so requested with sufficient (72 hours) notice. In case of emergency, the leave will be granted immediately (except in the case of shortage of employees).

An employee elected or appointed to office in the Union, which requires full time in the discharge of his/her duties, shall be given a leave of absence of not more than term in office, without loss of accumulated seniority. Seniority shall accumulate during such leave.

ARTICLE 7: MEMBERS OF THE UNION REINSTATED

Members of the Union who are employees of the Company in the bargaining unit, and who are elected or appointed to an office Local No. 732, the office of the International Union or the AFL-CIO shall, upon their return, be reinstated to their former position with full seniority rights and benefits in the employment of the Company which they were employed, provided they present themselves for reinstatement within thirty (30) days from the date of their leaving such office, subject to physical qualifications and retraining.

ARTICLE 8: PROBATION PERIOD

Every new full-time employee shall be on probation for a period of 90 days and new part-time employees for a period of 90 days. During such period an employee will be considered on trial and may be dismissed for any reason.

Employees who transfer to a different job classification will be allowed forty-five (45) calendar days to demonstrate their ability to perform the duties of the new classification. Failing to qualify for the new classification, or employees who may elect to return to their former position within the forty-five (45) calendar days, may do so without loss of seniority. Employees who do not return within the (45) calendar days will forfeit their classification seniority and, if they are allowed to return to their former classification, will be placed at the bottom of the seniority for bidding purposes, but will be given credit for their years of service for determining benefits and eligibility. Employees who transfer to a different classification and return to their former classification shall not be allowed to transfer to the same classification for a period of twelve (12) months from date of return to their former classification. Part-time employees promoted to full-time will not be required to serve a second probationary period.

The Company agrees that the Union will be allowed one (1) hour during the operators new hire training for the purpose of conducting an orientation program. Such program shall be on the Union Steward's own time. It will not interfere with the Steward's bid assignment. Prior to the scheduling of the training class, the Company will contact the Union to arrange a convenient time during the training class to do such orientation. Such meeting is to orientate the new employees with Local 732, the Amalgamated Transit Union, Union benefits, Union meetings, and Union Stewards, etc. The Union agrees that such orientation will be conducted in a professional manner with no derogatory remarks regarding the Company. Additionally, students who do not wish to attend the orientation will not be required to do so. The parties further agree that if more time is needed, they will meet to negotiate such additional time.

ARTICLE 9: SENIORITY LIST

There shall be posted on January 1 and July 1 each year a revised seniority list, showing the continued seniority of all employees within the full-time and part-time categories. The Company will post the current job run sheets showing work hours, days off, and employees holding said runs. Only one (1) seniority list will exist which will include both fixed route and paratransit operators. However, anytime an operator makes a change from fixed route to paratransit-or paratransit to fixed route, it must be done at the time of the bid.

ARTICLE 10: SAFETY AND OPERATIONS MEETINGS

Safety and operations meeting notices shall be posted at least fifteen (15) calendar days prior to the scheduled meeting.

Attendance at safety and operations meetings is mandatory. An employee, who is unable to attend, including an employee on a scheduled day off, must provide the Company with advance notice of his or her unavailability, in accordance with the reporting procedures. An employee may not be absent from two consecutive meetings due to a scheduled day off. Absence from a mandatory meeting without prior notice to the Company in accordance with reporting procedures will be considered an unexcused absence. The Company will not schedule mandatory meetings on the same day of the week for two consecutive meetings.

An employee who does not attend the scheduled meeting must see his/her immediate supervisor to make arrangements to receive the information presented at the meeting.

Employees will be paid actual time required for attendance at safety and operations meetings, with a minimum of one and one-half (1 %) hour of pay, and such time will be considered as time worked.

Any employee returning from extended leave will be notified by their immediate supervisor of any safety/operational meetings and will be given instructions to make arrangements to receive the information presented at the meeting.

ARTICLE 11: PROMOTION TO SUPERVISOR

When an employee in the bargaining unit is promoted to supervisor, he or she will be given ninety (90) consecutive days to exercise his or her option to return to the bargaining unit. If said employee returns to the bargaining unit within the ninety (90) day period, he/she shall retain their seniority, rights, benefits and Union membership status, except as herein specified.

An employee promoted to supervisor will not be allowed to switch between supervisory duties and operational duties during the ninety (90) day trial period. No employee will be allowed to assume the status of part-time supervisor.

Employees shall be allowed to take a promotion to supervisor once in a twelve (12) month period. At the end of the ninety (90) day trial period, if an employee does not return to the bargaining unit on the ninetyfirst (91 st) day, the employee shall be placed on the bottom of the seniority list for the purpose of bidding and vacation selection.

Employees who are on the ninety (90) day trial period for a supervisory promotion and during such period a general bid is held, the employee must select the extra board as his/her bid option during the trial period.

ARTICLE 12: DISCIPLINE

Section 1 The right to discipline belongs to and remains with the Company. No employee shall be disciplined except for just cause. If the discipline is/are not sustained, the employee's record shall be cleared and the employee shall be paid for any lost wages. Where an investigation is required, the Company will keep the Union informed of the progress of such investigation.

Charges against any employee shall be called to the employee's attention within five (5) working days after notice of the alleged offense has been brought to the attention of the supervisory staff. In each case where disciplinary action is to be taken, the employee will be given a written statement of the charges against him or her and the discipline determined, prior to the commencement of the discipline. The Local Union representative shall be provided a copy of the statement of charges and the discipline rendered. Employees covered by this agreement shall have the right to be heard in accordance with the grievance procedure as provided in Article 13.

Discipline which involves suspension or discharge shall begin with the next scheduled work day of the employee following receipt of the Company's notice to discipline. If the employee does not serve the suspension, the infraction will on the employee's record for the purposes of progressive discipline. This provision does not apply to situations which result in an immediate investigatory suspension (e.g., removal from service based on fitness for duty or insubordination).

Complaints, telephone calls, or statements from the public assigned to an employee's personnel file shall be reviewed with the employee and any statement from the employee shall be attached to such complaints, telephone calls or statements.

Section 2 Saturdays, Sundays, holidays, and excused time off shall not be included in the time limit.

Section 3 The Company will not deny the request of any bargaining unit member for representation at an investigatory interview which the employee reasonably believes might result in disciplinary action. It is understood that employee's demand for representation may not unreasonably delay an investigatory interview. In the event Union representation is not readily available, the interview will cease until Union representation can be made available, or the Company shall proceed with the discipline, or the issue will be dropped. Copies of all discipline will be provided to the charged employee, the shop steward and will be mailed and/or faxed to the local Union office.

The employee will be provided copies of all discipline and commendations which are placed in the employee's personnel file.

The Company will permit an employee, or the employee's Union representative with the employee's written permission, to review the employee's personnel file. Copies will be provided to the Union as necessary in the course of grievance handling.

ARTICLE 13: GRIEVANCE

Section 1 The Company and the Union agree to meet and discuss with each other's representatives upon all questions and grievances that may arise between them.

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- Section 2: A grievance is defined under the Agreement as a dispute raised by an employee or the Union on behalf of the employees in the bargaining unit over the interpretation, application, or conditions of the Agreement.
- Section 3: Should any grievance arise the question shall be disposed in the following manner:
- Step 1: The affected employee or Union official shall reduce to writing, on forms provided by the Local Union, sign and present to the Department head or his/her designee 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, or after receipt of the notice of commencement of discipline by the Company. The Department head or his/her designee will schedule a meeting with the employee and the Union representative within five (5) working days of the presentation of the grievance. The grievance shall state the complaint upon which the grievance is based and the provision or provisions of the Agreement claimed to have been violated. The Union representative may be present at any discussion. The Department head shall give his/her answer in writing to the employee and the Union representative within five (5) working days after the meeting. 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 General Manager or his/her designee on or before the fifth (5th) working day following the receipt of the answer of the Department head in Step 1. The General Manager or his/her designee will schedule a meeting with the employee and the Union representative within five (5) working days after the presentation of the grievance. The General Manager or his/her designee will give an answer in writing, and a copy of the same shall be given to the Union representative on or before the fifth (5 h) working day following the meeting.
- Section 4: Suspensions of three (3) or more days and terminations shall be commenced at Step 2.
- Section 5: 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. If the Company fails to respond within the time limits, the remedy asked for in the grievance shall be granted.
- Section 6: The time limitations in this Article may be extended by mutual agreement of the Union and the Company. The time limitations set forth in the article shall exclude Saturdays, Sundays and Holidays as defined in this Agreement.

ARTICLE 14: ARBITRATION

- Section 1 If a grievance is not settled in the grievance procedures defined in Article 13 such grievance may be submitted to Arbitration by the Union or Company, 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 Company in writing within 45 days after receipt of the answer of the Company in Step Two of the Grievance Procedure.
- Section 3 The Union and the Company, within five (5) working days after receipt of the notice of arbitration, will jointly request a list of five (5) names of persons available to act as arbitrator from the Federal Mediation and Conciliation Service.
- The Company and the Union shall each have the right to strike two names from such list. The Company and the Union shall alternate in the striking of names, and it shall be determined by lot which shall strike first. The person whose name remains on the list shall be designated as the Arbitrator.
- Section 4 The power of the impartial Arbitration is limited to the interpretation and application of the specific terms and provisions of the Agreement and they shall have no power to add to, subtract from, alter, supplement, or modify in any way of such terms and provisions. The decision of the Arbitrator shall be final and binding upon the employees, the Union, and the Company.
- Section 5 The expenses of the Arbitrator shall be shared equally by the parties. Any transcript of the proceedings may be requested by either party, but the cost of such transcript will be borne by the party requesting the transcript unless the other party requests a copy of the transcript, in which case the cost shall be shared equally by the parties.
- The time limitations set forth in the article shall exclude Saturdays, Sundays, and holidays as defined in the Agreement. Such time limitation may be extended by mutual agreement of the Union and the Company in writing.

ARTICLE 15: SENIORITY, LAYOFF AND RECALL

- Section 1 The Company agrees to recognize seniority. Separate seniority lists shall be maintained for full-time operators and part-time operators, service workers, and customer service clerks.
- Section 2 Subject to the provisions herein, Company seniority is defined as all time in the employment of the Company. Company seniority shall begin as of the date of hire for all employees. Company seniority shall be used for the purpose of determining benefit levels, e.g. vacation allotment.
- In addition to Company seniority, employees shall accumulate classification seniority. Classification seniority shall begin as of the date of entry into a classification, except for operators. Operator's classification seniority date shall be established as of the date the operator completes training. When more than one (1) operator completes training on the same date, the number on the employee's application shall determine the seniority ranking, with the lower numbered application being placed on the classification seniority list first.

Employees who transfer between classifications, such as service worker to operator, shall retain, but not accumulate seniority in the employee's prior classification and shall begin to accumulate seniority for bidding purposes as of the date of transfer into the new classification.

Section 3 An employee shall lose his or her seniority rights as follows:

- a. Quits
- b. Discharged for just cause
- c. No work is performed for the Company for eighteen (18) months.
- d. Part-time operators will lose their seniority if they refuse to work 30 hours in a month when he or she is physically able to drive. An operator refusing to work 30 hours for two (2) consecutive months is subject to layoff or dismissal.

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

Section 4 When a layoff occurs it shall be accomplished in reverse order of seniority. Full-time operators may have the opportunity to transfer to part-time status in lieu-of-layoff, based on seniority, and would be placed on the part-time seniority list based on date of hire.

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.

Refusal to accept part-time status will not result in loss of seniority, but the displaced full-time employee will not then be recalled until a full-time position becomes available.

Section 5 All insurance benefits in force for the individual employee at the time of lay-off or transfer to part-time status due to layoffs will be carried by the Company for a period of ninety (90) days from layoff or transfer from full-time to part-time status due to layoffs. The Company will comply with COBRA in continuation of health benefits after lay-off.

Section 6 No new employees shall be hired until all furloughed employees in accordance with their seniority shall have been notified by the Company of the vacancy by return receipt, registered mail sent to the employee's last known address as it appears on the Company's records. It is the employee's responsibility to notify the Company of changes in address and phone number in writing.

Section 7 The furloughed employee must notify the Company in writing of his or her intent to return to work within five (5) workdays of the date of receipt or notification of recall, and in any event must report to work within 21 calendar days of the date of notification of recall. The Company will notify the employee to be recalled by certified mail to the employee's last address as reported to the Company by the employee. Failure to return from layoff as set forth in this provision shall result in loss of recall rights and seniority.

Section 8 The Union shall receive a copy of all lay-offs and recall correspondence.

Section 9 It is understood that the Employer shall comply with all federal regulations relating to returning veterans.

ARTICLE 16: BIDDING OF RUNS

There shall be at least three (3) General Mark-ups each year: December, April, and August. When the Company can show with justification the need to delay or advance a mark-up for one (1) month, a request

shall be made in writing to the Union and such request shall be granted. The Company may make amendments to a posted bid, including changes to the number of bid line assignments, and extra board line assignments, until the beginning of the bid process. Once the bidding begins, no amendments may be made to the posted assignments.

All regular runs will be bid by seniority in the following manner:

- a. Ten (10) days prior to the posting of the bid, all runs will be provided to the Executive Board Member or his/her designee. The Company will post the run schedules and individuals times to bid at least seven (7) working days prior to the general bid. Fixed Route and paratransit runs will be bid simultaneously. All operators shall bid their runs over three (3) days, with the Part-time drivers being completed at the end of the third day. The Company representative will conduct and the Union representative will assist in the bidding process. The Company will pay the Union representative for time spent on the process each day, but not less than the Representatives regular run pay, or eight (8) hours if not a regular run operator. Each operator shall be scheduled for a ten (10) minute period during which to bid. The vacation bid will be conducted at the same time as the December General bid and the operator will have fifteen (15) minutes during this general bid only. The first pick selection should start at 6:00 AM each day.
- b. An operator who is not present to bid should leave his or her choice of work, in priority order, with the dispatcher. To assure that an operator receives his or her most preferred choice of work available on the day he/she is scheduled to bid, the operator should leave the number of choices equivalent to the operators bid position on his/her bid day.
- c. Operators who fail to bid at his/her given time and has not left his or her choices as described in the above paragraph will be assigned the same or close to the same run as previous assignment.
- d. Any run that comes open for a known period of time will be worked from the extra board on a weekly basis.
- e. Any run that becomes vacant more than (30) thirty days (or 45 days in the event of a transfer as indicated in Article 8) before the next general bid will be worked from the extra board for (7) seven days and then bid from the vacant run down the seniority roster. If fewer than (30) thirty days (or 45 days in the event of a transfer as indicated in Article 8) remain before the next general bid, the run will be considered open temporarily and treated as in (d) above.
- f. All general bids will become effective the (151) first day of the pay period following the bid.
- g. Pick downs and bump bids will be conducted by the company in accordance with current pick down and bump down bid procedures.
- h. Part Time operators may pick both an AM and a PM run at one time based on seniority. The combined scheduled hours may not exceed (28) twenty-eight hours per week.
- i. Operators must be certified in the service type they wish to bid in prior to picking a run in that service. Prior to each general bid (8-10 weeks before the bidding begins). Management will make available training for operators who wish to be certified in another service type. Operators must complete the training and be certified (ride check performed by the Safety and Training Dept.) prior to bidding.

Article 17: EXTRA BOARD, EXTRA WORK AND SPECIAL EVENTS EXTRA BOARD

1. There will be two (2) Extra board lists to accommodate Fixed Route and Paratransit service. Extra board Operators that are qualified are required to perform any work or assignments, fixed route or Paratransit whether pre-assigned or on stand-by.
2. Extra board operators will be assigned to cover vacations, runs open due to vacancies, employee absences, special events, stand-by and any new assignments not posted in the current bid assignments.
3. a. Extra board operators will be allowed to select runs that are open due to vacation, illness or preference on the available AM or PM stand-by assignment. The company shall determine the available number of stand-by assignments and times in any given week and such number may be modified during the week to accommodate service needs.
b. All Extra Board operators must make their weekly selections (i.e. vacation, sick runs, available am/pm stand-by) and submit them to dispatch no later than 2:00 pm each Friday.
c. Once the dispatcher has received all the selection sheets for the next week, he/she will then assign the available work by seniority.
d. For Monday assignments, extra board operators must call in to the dispatcher before 12:00 pm on Saturday.
e. If an Extra Board operator has not made a weekly selection for the following week, he/she will be placed at the bottom of the extra board and assigned either a run that has not been selected, or a stand-by assignment.
4. a. Stand-by assignments shall be guaranteed a minimum of 2 hours as set forth in the labor agreement.
b. AM stand-by is defined as any report time given to an operator prior to 11:59am
c. PM stand-by is defined as any report time given to an operator after 12:00pm
d. If no work becomes available while the extra board operator is on stand-by, the dispatcher at his/her discretion may release the operator from that stand-by assignment. Such operator shall be entitled to actual time spent on stand-by but no less than the contractual 2 hour guarantee.
e. Extra board Operators assigned to an AM stand-by may be assigned to a later AM stand by time or a PM stand-by time dependent upon service requirements/needs.
f. If an operator is assigned a full time run while on stand-by; such run shall be classified as the operator's daily assignment.
5. Assignment of work to the extra board will be completed by 2:00 pm the previous day. All extra board operators are required to call dispatch for their next day's assignment. If an assignment for work requires a driver to work a late run, the extra board operator will be given a report time that will allow for eight (8) hours off, and would then assume their seniority position on the extra board upon their return to duty.

6. Any assignment that comes open after 2:00 pm will be assigned to the Extra Board operators without an assignment and will be notified of their report time by 8:00 pm the day before.

Extra Work/Special Events

Each service type will have its own extra work sign up sheets. An Operator may sign up on one side on any given day provided they are qualified in that service type.

Special Events shall be posted in accordance with the bidding procedure in Article 16 for vacant assignments. Special Events are defined as known scheduled events that occur on Sundays and holidays (non-working days) and are outside the normal fixed route or paratransit services.

After the extra board operators have been assigned their daily assignments, the remaining extra work will be assigned in the following order:

1) Full Time Operator signed up for extra work

2) Part Time Operator signed up for extra work

In the event an insufficient amount of operators accept extra work, such work will be assigned in reverse seniority. An employee will not be forced to work in the event of an emergency (documented) nor shall any employee be forced to work on both of their scheduled off days in any one week.

Operators must be certified on the available routes to receive extra work. If an operator who has signed up for extra work refuses an assignment when they have not removed their name from the extra work list for same day work, or if an operator accepts an assignment either on the same day or the day before but then later refuses or fails to complete that piece of work, they will receive a miss out charge. This miss out rule will not apply when there is documented emergency or documented illness.

There will be a daily sign up sheet for the extra work that will be completed by 2:00 pm on the day before the extra work. Each sign up sheet is for the designated day only. Any operator that has signed up for extra work for the next day and did not receive an assignment by 2:00 PM, may remove their names for extra work by 5:00 pm in order not to be assigned unknown open work that they are eligible for. If they do not remove their name from the extra work assignment sheet for the next day they can not refuse work that may become available after 5:00 PM the day before or the next day. Removing a name on a particular day does not affect operators who have signed a daily sign up sheet for another day.

Regardless of the above order, no operator may be assigned extra work which will conflict with the eight (8) hours off duty safety rule, or work in excess of sixteen consecutive hours. The eight (8) hour safety rule as defined herein requires that an operator must have eight (8) consecutive hours off duty from the time last released on any given day, until their scheduled work time the next day. The Company will not be required to split a full time run. If consistent with the limitations in this paragraph, an operator may be required to continue the run, due to lack of relief, for one complete round trip, or may be given the option to complete the remaining time in the run. The Company reserves the right to offer the remainder of the run to that operator in the event no Extra Board Operator is available to fulfill that assignment.

All employees shall be guaranteed two (2) hours of pay for each report. In the event an employee fails to report on time and arrives late for his assignment he shall not be given his guarantee. If there is no work available the employee will be sent home and the two (2) hour report pay will be forfeited.

ARTICLE 18: COMMITTEES

Section 1: Accident Review Committee

A three member Accident Review Committee consisting of one individual appointed by the union, one employee appointed by the company and a mutually agreed safety professional from outside the company will be used to review and decide upon preventability of accidents. Either party shall have the right to terminate the services of the safety professional after the completion of the day's agenda. All members of the Committee will have a good and safe driving record. The committee will meet monthly if necessary. The decision of the Committee will be final unless arbitration is invoked.

The decision of the Accident Review Committee can be subject to the arbitration procedures. All grievances pertaining to the Company's decision must first go through the Accident Review Committee.

Section 2: Safety Committee

The parties agree to establish a Safety Committee for the purpose of discussing safety conditions of the Company and recommended changes. Such meetings shall be on an as needed basis, but no less than four (4) safety meetings will be held in any twelve (12) month period. The Union shall appoint two (2) members to the Safety Committee.

ARTICLE 19: VACATION

Section 1: Employees will be eligible for annual vacation in accordance with the following schedule:

- After one year of service - one week.
- After two years or more of service - two weeks per year.
- After five years or more of service - three weeks per year.
- After twelve years or more of service - four weeks per year.

Section 2: Vacation shall be paid on the basis of 40 hours per week.

Section 3: In the event an employee does not complete at least 80 % of his or her regularly scheduled work hours during the employee's prior anniversary year, his or her vacation will be prorated based on actual hours worked. In the case of an employee who resigns or is discharged, his or her vacation pay will be determined for the current year based on the above paragraph.

Section 4: Vacation shall be earned on the employee's anniversary date. Vacation shall be picked on a calendar year basis, and the employee may pick the amount of vacation he or she will have earned at his or her anniversary date during the calendar year. Vacation shall be picked by seniority. Three (3) operators may be on vacation at any given time.

Section 5: An employee who is eligible for more than one (1) week of vacation may elect, at the annual vacation bid, to set aside one (1) week of vacation to be taken in single days. Single days of vacation must be requested at least forty-eight (48) hours in advance, but no more than thirty (30) days in advance, and are subject to Company approval. Requests for single days of vacation will be granted on a first-come - first-served basis. An employee who has at least ten (10) days of vacation may elect to sell back to the Company up to five (5) days of vacation, either in a one (1) week block or in single day

units. An employee who elects to sell back vacation must notify the company not later than December 5. Each employee must take at least one (1) week of earned vacation.

Section 6: Part time employees shall be eligible for vacation earned but unused as of date of ratification of new Agreement, but shall not be eligible to accrue any additional vacation as a part-time employee.

ARTICLE 20: SICK LEAVE

The Company shall pay sick leave of eight (8) hours per day for full-time employees, at the applicable straight time hourly rate, for six (6) days per calendar year... Employees may use the first six (6) days of earned time without waiting on the first day of an absence. After those dates are exhausted, the employee must again wait one (1) day without pay unless the three (3) days of sick transpire based on what is remaining in their sick leave bank or the employee is hospitalized. Sick leave benefits may not be used with in conjunction with Workers' Compensation benefits or any other paid leave.

The Company shall pay four (4) hours per day for part-time employees. Those current part time employees may use their accrued sick leave until exhausted but may not accumulate additional sick leave Sick leave not used in any year may be carried over to the next year and accumulated to a maximum of fifteen (15) days.

Employees shall be eligible for the sick leave allowance after their first full year of service at three (3) calendar days per year. Employees shall have their sick leave pro-rated after six (6) months of service. The Company reserves the right to require a physician's notice before approving sick leave payment. After the second year of service, employees shall receive six (6) days per year. Sick Leave will be credited to the employee on January first of each year so long as the employee has worked a full year prior to the start of the next year.

In the event an employee is not absent during a calendar year, the employee will receive a floating holiday to be taken the following year.

Employees with eligible sick leave hours are required to use such hours in the event of absence due to illness. In the event the contractor is unsuccessful in obtaining a renewal contract, employees shall be paid out any unused accrued sick leave - 15 day max.

ARTICLE 21: SHORT TERM DISABILITY

After completion of probation, full-time drivers will be eligible for short-term disability for up to 26 weeks, based on the following:

First week - no benefit.

After the first week, the employee shall receive 60% of their wages.

ARTICLE 22: WORKER'S COMPENSATION

The company will provide workers' compensation that meets the State of Georgia law. The Company has a light duty return to work policy that will enable employees to return to work at 100% of their regular pay rate as approved by the attending physician and if work is available.

Specialized skills, (i.e., typing), may be required in some instances to fill certain light duty positions. It is solely management's discretion based upon the circumstances to train employees for light duty positions.

ARTICLE 23 FUNERAL LEAVE

In the event of the death of a member of the employee's immediate family, the employee will be paid for up to three (3) workdays for time lost to attend the funeral, one day of which must be the day of the funeral. Pay will be eight (8) hours per day for full-time employees and four (4) hours per day for parttime employees. The immediate family includes the employee's spouse, child, mother, father, sister, brother, mother-in-law and father-in-law, Step-parent, step-child and grandparents of the employee. The employee will be paid two (2) days for lost time to attend the funeral of a grandchild. If out of state travel is required, the employee will be permitted up to an additional two (2) days of unpaid funeral leave, upon request. Employee may claim only one covered parent, either natural parent or step-parent.

ARTICLE 24: HOLIDAYS

Paid holidays will include New Year's Day, Martin Luther King, Jr. Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Full-time employees will be paid for eight (8) hours and part-time employees will be paid for four (4) hours per holiday, except an operator will receive run pay for a holiday which occurs on the employees scheduled workday when the Company does not operate.

Employees will receive one floating holiday per year. To qualify, an employee must have worked at least six (6) months and must submit a written request forty-eight (48) hours in advance of the desired day. Permission is subject to manpower availability.

Holiday pay hours will be at regular rate unless over forty (40) hours has been worked during a pay week. Holiday pay will not be used to calculate hours for overtime. In order to be eligible for holiday pay the employee must work his or her last scheduled workday following the holiday, the holiday if scheduled to work, and his or her first scheduled workday following the holiday unless the employee's failure to work is due to vacation, funeral leave, jury duty, National Guard or Reservist leave, Union business, except as a full-time Union representative, disciplinary/administrative leave, Company-required court attendance, or excused absence.

In the event a holiday specified in this Agreement occurs on a scheduled workday while an employee is on vacation, the employee will be paid holiday pay in addition to vacation pay, or may request, subject to operational requirement, to take either the employee's scheduled workday immediately preceding or following the vacation as a paid holiday, in lieu of the holiday.

ARTICLE 25: JURY DUTY

Employees who lose time due to jury service will be paid their scheduled work pay, up to six (6) weeks, less any jury duty pay. If an employee is dismissed from duty before 10:00 a.m., he or she must report to the dispatcher for extra board work that day.

ARTICLE 26: MILITARY LEAVE

Employees enlisting or entering the Armed Forces of the United States shall be granted all rights and privileges provided by applicable law.

ARTICLE 27: LIFE, INSURANCE/ACCIDENTAL DEATH AND DISMEMBERMENT

The Company will pay \$20,000 life insurance and an additional \$20,000 for accidental death and dismemberment insurance for all full-time employees. Employees will be able to purchase additional life insurance for themselves, spouses and children at their expense.

ARTICLE 28: UNIFORM ALLOWANCE

The Company will provide the operator's first issuance of uniform as follows:

<u>Full-time operators</u>	<u>Part-time operators</u>
5 shirts	3 shirts
3 pants	2 pants
1 tie	1 tie
1 sweater	1 sweater
1 jacket	1 jacket
1 nametag	1 nametag

Each year, following the initial distribution of uniforms, operators will be given a credit of \$200 for full-time operators and \$125 for part-time operators.

Employees who leave the Company during the first year of employment will be required to reimburse the Company a prorated amount deducted from their final paycheck.

*Note: sweaters and jackets will not be issued May-August. New employees hired during these months will be issued sweaters and jackets in September.

ARTICLE 29: COMMERCIAL DRIVERS LICENCE

The Company will reimburse operators and service workers the cost of the Commercial Drivers License application and fees upon successful completion of the CDL requirements.

ARTICLE 30: TRAINING PAY

Operators who train new or other operators shall be paid \$1 .00 per hour above their regular pay for all hours worked as an instructor.

Employees who work as acting dispatchers and road supervisors shall be paid \$1.00 per hour above their regular pay. Operators serving as acting dispatchers and supervisors may utilize the grievance and arbitration procedures.

ARTICLE 31: REPORT PAY

All operators will be paid twelve (12) minutes for preparation time for each garage pull out. If additional time is required by the employee, they must have such time pre-approved by the dispatcher.

ARTICLE 32: FELONIOUS ASSAULT INSURANCE

All employees shall be covered under a \$100,000 per employee felonious Assault Insurance policy paid for by the Company.

ARTICLE 33: OVERTIME AND WORK WEEK

Each full-time employee will be guaranteed at least 40 hours of pay within five (5) days per week, if the employee reports and completes all of his or her assignments. However, under all work schedules and including time *off* for Union business (if done during their normally scheduled work time) counts as time worked. The parties agreed that the following time paid including guaranteed time, job required court appearances, jury duty, and work related investigations counts as time worked for overtime calculations.

Overtime of time and one-half will be paid for all time worked in excess of 40 hours per week.

All operators shall be paid time and one half (1 1/2) their applicable hourly rate for all work performed after eleven (11) elapsed hours from the time of first report for a tour of duty. Up to two (2) hours of spread time may be used to supplement the weekly guarantee.

ARTICLE 34: PART-TIME OPERATORS

Part-time operators shall not work more than twenty-eight (28) hours per week, except as provided in Article 17, Extra Work and Special Events. Part-time operators who bid at a general bid shall only be allowed to bid part-time work.

ARTICLE 35: MEDICAL PLAN

Full-time employees are eligible after probation for group medical insurance. Employee monthly contributions for the group medical health plan shall be at 20% of the group medical plan premium.

The Union and Company may evaluate less costly insurance programs and make changes in coverage and carrier, by mutual agreement, unless the premium increases over fifteen percent (15%) in anyone (1) year. In the event the premium increases over fifteen percent (15%) the Company, with the Union's assistance, may reduce the coverage and/or change carriers so that the increase will not be greater than 15%. Such reduction in coverage or change in carriers would only be to the extent to limit the increases to fifteen percent (15%).

The Union will be provided with a copy of insurance experience and rate quotes each year upon request.

ARTICLE 36: SAFETY BONUS

All drivers and service workers will be eligible for an annual safety bonus for preventable accident free driving as determined by the safety committee. The annual period will be from December 1 November 30. The bonus will be paid on the first payroll after December 1. All employees with at least 3 months of service will be eligible on a prorated basis.

Full-time employees	\$150.00 per year
Part-time employees	\$75.00 per year

ARTICLE 37: PENSION

The Company will offer a 401 k plan for employees who work more than 1,000 hours a year. Employees must have worked one year with the Company and can enroll in the plan during the two open period months of January and July. The Company will match 50% of the employee's first \$800.00 contribution into the plan. Effective 1/1/02, such match will increase to 50% of the employee's first \$1,000.00 contribution into the plan. Effective 1/1/03, such match will increase to 50% of the employee's first \$1,200.00 contribution into the plan.

AGREEMENT BETWEEN ATC/VANCOM INC. AND
 AMALGAMATED TRANSIT UNION LOCAL 732 JULY 1,
 2005 THROUGH JUNE 30, 2007

ARTICLE 38: WAGES

OPERATOR WAGE RATE:

MONTHS OF SERVICE	7 -1-05	7 -1-06
TraininQ	*	*
After Qualification**	10.50	10.50
After 12 months	11.70	11.70
After 18 months	11.90	<i>11.90</i>
After 24 months	12.11	12.11
After 30 months	12.43	12.43
After 36 months	12.75	12.75
After 42 months	13.17	13.17
After 48 months	15.74	16.06

*Training rates will be determined by the Company.

**The Company may increase the "after qualification" rate based upon market conditions but in no case shall the rate exceed the "after 12 month" rate

CUSTOMER SERVICE CLERK WAGE RATE:

MONTHS OF SERVICE	7 -1-05	7 -1-06
Starting	8.75	8.75
After 12 months	10.03	10.03
After 24 months	10.63	10.63
After 36 months	11.25	11.25
After 48 months	12.17	<i>12.50</i>

SERVICE WORKERS WAGE RATE:

MONTHS OF SERVICE	7 -1-05	7 -1-06
Starting	9.50	9.50
After 12 months	<i>10.80</i>	<i>10.80</i>
After 24 months	11.51	11.51
After 36 months	12.16	12.16
After 48 months	13.12	<i>13.60</i>

For the period of 7-1-03 through 6-30-05 the following hourly payment shall be made to employees on the payroll as of the ratification of the contract;

Fifty cents (\$0.50) per hour on all hours worked from 7-1-03 through 6-30-05.

ARTICLE 39: CUSTOMER SERVICE CLERKS

- Section 1 : The regular work week for Customer Service Clerks, herein after sometimes referred to a esc, shall be forty (40) hours, consisting of five (5) workdays of eight (8) hours each or four (4) workdays of ten (10) hours each. Time worked in excess of forty (40) hours per week shall be paid at the overtime rate of one and one half (1 %).
- Section 2: esc shall have at least three (3) General Mark-Ups per year: December, April and August. When the Company can show with justification the need to delay or advance a mark-up for one (1) month, a request shall be made in writing to the Union and such request shall be granted.
- All shifts/vacant positions will be bid by seniority in the manor described in Article 16.
- Section 3: New employees will be added to the CSC Department seniority list according to their date of entry into the CSC classification. Department seniority in reverse seniority (the CSC with the least seniority will be first) will be used in the event of a reduction in work force/layoff.
- Section 4: CSC who trains new or other customer service clerks/workers shall be paid \$1.00 per hour above regular pay for all hours worked as an instructor.

ARTICLE 40: SERVICE WORKERS

- Section 1 : The regular work week for the Service Workers shall be forty (40) hours, consisting of five (5) workdays of eight (8) hours each or four (4) workdays of ten (10) hours each. Time worked in excess of forty (40) hours per week shall be paid at the overtime rate of one and one half (1 %).
- Section 2: All shifts/vacant positions will be bid by seniority in the manor described in Article 16.
- Section 3: New employees will be added to the Department seniority list according to their date of entry into the Service Worker classification. Department seniority in reverse seniority (the Service Worker with the least seniority will be first) will be used in the event of a reduction in work force/layoff.
- Section 4: Service Workers who train new or other service workers shall be paid \$1.00 per hour above regular pay for all hours worked as an instructor.
- Section 5: Service Workers shall be furnished with Safety glasses and gloves as needed.
- Section 6: The Company shall provide the service workers coveralls/uniforms as needed.
- Section 7: Each year service workers shall be given a fifty dollar (\$50) boot allowance and be provided a back support belt if required to wear such.

ARTICLE 41: SEVERABILITY

Should any article, Section, or Portion thereof, of the 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.

AGREEMENT BETWEEN ATC/VANCOM INC. AND
AMALGAMATED TRANSIT UNION LOCAL 732 JULY 1,
2005 *THROUGH* JUNE 30, 2007

ARTICLE 42: EXTENT OF AGREEMENT

This Agreement constitutes the entire agreement between the Company and the Union and supersedes and replaces any and all agreements whether written or oral, expressed or implied between or concerning the employees and the Company

ARTICLE 43: SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the Union and ATC/Vancom of Georgia, L.L.P., their successors, heirs and assigns.

ARTICLE 44: TERMS OF AGREEMENT

The Agreement shall become effective July 1, 2005, and shall continue in effect until midnight June 30, 2007. The agreement is effective upon ratification with the wages being retroactively administrated as specifically outlined in the agreement but all other benefits being effective upon ratification date.

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 Company or the Union, to the other party not more than 90 days or less than 60 days prior to the expiration date of the Agreement.

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