



AGREEMENT

between

TOMPKINS CONSOLIDATED AREA TRANSIT, INC.

and

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

LOCAL UNION 2300

September 12, 2008

to

September 11, 2011

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Article 1

Purpose

The purpose of this Agreement is to provide orderly collective bargaining relations between TCAT and the Union, to secure a prompt and fair disposition of grievances and to promote a participative environment that supports teamwork, flexibility and continuous improvement to achieve customer and employee satisfaction. TCAT and the Union agree to treat all TCAT employees and representatives with respect and dignity at all times.

Article 2

Recognition

TCAT recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local 2300 as the sole and exclusive bargaining agent for all full-time and regular part-time bus operators, bus handlers and all mechanics employed by TCAT at its facilities, excluding all other employees, clerical employees, temporary employees, casual employees, guards and supervisors as defined by the National Labor Relations Act.

A full-time employee is an individual hired as a TCAT employee satisfactorily completing a probationary period and normally scheduled to work a regular workweek of at least thirty-five (35) hours per week.

A regular part-time employee is an individual hired as a TCAT employee satisfactorily completing a probationary period and normally scheduled to work a regular workweek of at least twenty (20) hours per week but less than thirty-five (35) hours per week.

Casual employees averaging a regular workweek of at least twenty (20) hours per week but less than thirty-five (35) hours per week shall be classified as regular part-time employees.

Article 3

Union Security

Section 1: Union Shop

TCAT agrees that employees employed after the signing of this Agreement shall, upon successful completion of their probationary period, become and remain members of the Union as a condition of continued employment by the tender of periodic dues and the initiation fee uniformly required by said Union as a condition of acquiring or retaining membership therein, provided that nothing herein shall be interpreted to cause a violation of the Labor-Management Relations Act of 1947, or any other applicable law.

Section 2: Check-off of Union Membership Dues

TCAT agrees to deduct union membership dues and/or initiation fees levied by the International Union or Local Union in accordance with the constitution and by-laws of the Union from the pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit as covered by this Agreement and who in writing, in accordance with the "Authorization for Check-off of Dues" form has voluntarily authorized TCAT to do so on a form supplied by the Union.

Deductions shall be made in conformity with the International Union constitution and by-laws, applicable state or federal laws and the provisions of this Article.

A properly executed Authorization for Check-off of Dues form for each employee, for whom membership dues are to be deducted hereunder, shall be delivered to TCAT before any payroll deductions are made. Deductions shall be made thereafter, only under Authorization for Check-off of Dues forms, which have been properly executed and are in effect. Any authorization for check-off of dues, which is incomplete, or in error will be returned to the Union by TCAT.

Thereafter, on or before the fifteenth (15th) of each succeeding month, the Union shall furnish TCAT with any additional executed Authorization for Check-off of Dues forms under which union membership dues are to be deducted.

After receipt of the Authorization for Check-off of Dues form, the union membership dues for any calendar month shall be deducted from the first pay received by the employee in the current month in which the employee has sufficient net earnings to cover the union membership dues.

In the case of employees returning to work after layoff or leave of absence, who previously have properly executed Authorization for Check-off of Dues forms, deductions will be made for membership dues as provided herein.

In cases where a deduction is made which duplicates a payment already made to the Union by an employee or where a deduction is not in conformity with the provisions of the International Union constitution and by-laws, refunds to the employee will be made by the Union.

Deductions for any calendar month shall be remitted to the designated financial officer of the Union as soon as possible, but not later than the tenth (10th) day after the deduction date. TCAT will furnish the designated financial officer of the Union, monthly, with a list of those for whom deductions have been made and the amounts of such deductions.

Any employee whose seniority is broken by death, quit, discharge or layoff, or who is transferred to a classification not in the bargaining unit, shall cease to be subject to check-off deductions beginning with the month immediately following such an event. The Union will be notified, by TCAT, of the names of such employees following the end of the month.

The Union agrees that on the tenth (10th) day of each month, the Union shall notify TCAT, in writing, of the names of each employee, who on such date is in arrears of his/her dues as much as

thirty (30) days. Such notice shall be signed by the financial officer of the Union and such notice shall certify that it contains the names of employees who, at the time, are in arrears as much as thirty (30) days. Each employee whose name appears on the thirty (30) day list shall have a thirty (30) day period, beginning with the date such list is furnished to TCAT, within which to remove his/her arrearage. No employee will be discharged for failure to maintain his/her membership unless the Union has given the notice required by this section in regard to such employee and unless he has failed to remove such arrearage within the specified time limit.

In the event an employee is on vacation the week dues are deducted, TCAT will deduct dues from the vacation check covering that period.

Section 3: U.A.W. V-Cap Check-off Authorization

During the life of this Agreement, TCAT agrees to deduct from the pay of any employees covered by this Agreement provided that such employee executes or has executed the "Authorization for Assignment and Check-off of Contributions to U.A.W. V-Cap" form.

A properly executed copy of the "Authorization for Assignment and Check-off of Contributions to U.A.W. V-Cap" form for each employee for whom voluntary contributions to U.A.W. V-Cap are to be deducted hereunder, shall be delivered to TCAT before any such deductions are made, except as to employees whose authorizations have heretofore been delivered.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check-off of Contributions to U.A.W. V-Cap" form, together with the provisions of this section of the Agreement.

Deductions shall be made, pursuant to the forms received by TCAT, from the employee's first pay received each month so long as the employee's authorization has not been revoked and is still in effect.

TCAT will remit said deductions to U.A.W. V-Cap, c/o Bank One Dept. #78232, Article 23 Voluntary Exchange, P.O. Box 78000, Detroit, MI 48278-0232, each month. TCAT further agrees to furnish U.A.W. V-Cap with the names of those employees from whom deductions have been made, and the amounts deducted for each employee. This information shall be furnished along with each remittance.

The International Union and its Local Union 2300 shall indemnify and save TCAT harmless from all claims, demands, suits, or any other liability arising out of or by reason of action taken or not taken by TCAT for the purpose of complying with this Article.

Article 4 Union Representation

TCAT recognizes the obligation of the Union to represent employees in the bargaining unit.

The Union shall furnish TCAT with a list of all Union representatives and officers on a quarterly basis and shall promptly notify TCAT in writing of any change. TCAT shall recognize all Union representatives and officers upon official notification to the General Manager of their election or appointment in accordance with the UAW Constitution or applicable Local Union Bylaws.

For purposes of negotiating successor agreements, TCAT will reimburse four (4) employees for lost scheduled straight time rate of pay for attending negotiating sessions with TCAT. The Union Bargaining Team will consist of the Unit Chairperson, Vice-Chairperson and two members elected in accordance with the UAW Constitution from the bargaining unit. At least one member of the Bargaining Team will be a non-driver.

TCAT will allow the Unit Chairperson, Vice-Chairperson, or his/her designated representative up to one (1) hour of paid union business leave as defined in Article 17 (Union Business) during New Employee Orientation to orient new employees hired for bargaining unit positions.

TCAT shall grant, if applicable, one (1) employee a full-time leave under the terms of the Long Term Leave provision of Article 23 for a period of up to a calendar year for the purpose of holding a Local Union office. When the employee's leave expires, the employee shall be returned to his/her department to the classification, grade and position last held by the employee. The salary of the employee upon return shall be equal to his/her last rate of pay plus any increments that may have accrued during the leave. This leave is subject to annual renewal with proper notification to TCAT as outlined below.

The employee shall notify the General Manager in writing of his/her intent, at least one calendar month prior to the expiration of the leave, to either return to work, request an extension of the leave, or terminate the leave.

TCAT will provide glass cover locking cases with keys provided to a union-designated representative in up to two (2) work locations for the exclusive use of the Union. The size of one case will be approximately 4 by 8 feet, and the size of the second case will be approximately 4 by 4 feet. Notices to be posted shall not be derogatory of TCAT or its customers. TCAT will provide the Union with a space on the premises during normal administrative working hours equipped with a filing cabinet, desk, and chairs. TCAT will also provide and mount in the break room a 32-inch HD LCD television.

Article 5

Management Rights

Section 1

TCAT retains the sole right to manage its business and services and to direct the workforce, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, TCAT-owned tools, machinery, vehicles and all equipment which may be used in the operation of its business or in supplying its services; to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, shutdown or discontinue its operations in

whole or in part; to maintain order and efficiency in all its operations, including the sole right to discipline, suspend, and discharge employees for just cause; to hire, lay off, assign, transfer, promote and to determine the qualifications of each position; to make and revise reasonable policies, work rules, rules of conduct, and safety regulations; to determine the schedule of its operations and services, and to determine the starting and ending time of all shifts and assignments, and the number of hours to be worked, subject only to such regulations governing the exercises of these rights as are expressly provided in this Agreement or provided by law.

Section 2

TCAT agrees that it will not subcontract out work other than work which has been contracted out by TCAT or its predecessor since January 1, 2000, except that TCAT may subcontract out work when:

- (a) the workforce does not have the skills, ability or equipment to do work which is temporary or on a “one-time basis” or:
- (b) TCAT does not have enough employees available to perform the work and is unable to hire enough employees or:
- (c) the work cannot be performed at a reasonably competitive cost or within the necessary timeframe.

Section 3

In the event TCAT determines the need to create new jobs or materially change existing jobs, the Union and TCAT shall meet to discuss the terms and conditions of the new or changed jobs. If the parties cannot agree, the matter may be referred by the Union to the grievance and arbitration procedures in this Agreement. The Union and TCAT shall, upon the request of the Union, bargain as to the effect of the elimination of existing jobs.

Article 6

Hours of Work and Overtime

TCAT reserves the right to determine and/or amend daily hours of work, workweek schedules and pay days and require overtime. The workweek is Sunday through Saturday.

All full-time employees shall have at least two (2) consecutive days off in the workweek whenever possible based on operational needs.

Beginning with the January 2009 run assignments, TCAT will schedule bus operator shift assignments so they do not exceed thirteen (13) hours from start to end.

TCAT and the Union agree on the desirability of reducing the length of split shifts to the fullest extent possible consistent with operational necessity. For the purposes of this contract, a split shift is defined as a period of off-duty time exceeding two (2) hours that occurs part way through a run assignment. Within thirty (30) days of the ratification of this contract, a special Labor/Management Committee will be established, including at least one (1) Union representative, to explore alternative methods and approaches to scheduling that could hold the potential of reducing the length of TCAT's existing split shifts. The committee will provide TCAT and the Union with its report not later than December 31, 2008, and the committee's term may be extended beyond that date by mutual agreement.

Except during emergency situations that prevent TCAT from operating as scheduled, all full-time employees will be guaranteed forty (40) hours of scheduled straight time pay per week provided he/she reports for all assigned work. Notwithstanding the foregoing, hours scheduled but not worked due to a state of emergency as defined in Article 34 (State of Emergency) will count as hours worked for the purposes of this paragraph. Any chargeable absences within the work week will forfeit this forty (40) hour guarantee for that week and the employee will be paid only for hours worked plus any paid leave time.

Bus operators who bid the open work board assignments and work all scheduled hours during the workweek shall receive the forty (40) hour guarantee. Chargeable absences shall be deducted from the forty (40) hours guarantee.

Employees who report to work on a scheduled workday and are sent home due to a scheduling error on the part of TCAT or equipment failure shall be guaranteed four hours of pay.

Call-in pay

Employees who are called in to work for an unscheduled assignment (for example, employees called in on their scheduled day off) shall be paid a minimum of 4 hours for each time they are called in.

Meal Break

Employees working six (6) or more hours in a day will be entitled to an uninterrupted unpaid meal break of at least thirty (30) minutes.

Rest Periods

One (1) paid rest period, not to exceed fifteen (15) minutes, shall be provided to full-time employees in the maintenance department for each four (4) consecutive hours worked.

Overtime

Employees shall receive the overtime rate if they work more than forty (40) hours in a work week. In computing eligibility for overtime, the use of any paid leave (vacation, sick, personal, etc.) and paid Union Business leave shall be considered as time worked.

For full-time regularly scheduled bus operators not including open work board bus operators whose regular workweek is less than forty (40) hours, if the bus operator performs all of his/her assigned work within the workweek without a chargeable absence, he/she shall be paid the overtime rate for hours worked at TCAT's request over his/her regularly scheduled hours. For example, a bus operator with a regularly scheduled workweek of 38.5 hours who is requested to work extra hours over the 38.5 hours shall be paid the 40 hour guarantee and overtime for time over 38.5 hours.

Other than in emergency situations, seniority shall be respected when scheduling overtime.

There shall be no pyramiding of overtime or premium pay.

**Article 7
Wages**

All current members of the bargaining unit will receive increases as follows, and the hourly wage schedule will be adjusted accordingly (see attached Table A):

January 1, 2009 – 4.25% wage increase

January 1, 2010 – 4.25% wage increase

January 1, 2011 – 4.25% wage increase

New employees and current employees with less than one (1) year of service will be paid at the Less Than One Year rate. Upon completion of one (1) year of service, the employee will move to the Hired After July 1, 1994 rate at the beginning of the pay period following his/her one-year anniversary date.

Employees temporarily assigned to work out of grade will receive their regular rate of pay or the rate for the job they are performing, whichever is higher.

Shift Differential

Employees regularly scheduled to work a shift which includes four (4) or more hours between the hours of 6:00 PM and 6:00 AM shall be paid a shift differential of ninety cents (\$0.90) per hour for all hours worked on the shift. Shift differential shall be paid when the employee is on paid leave time.

Shift differential shall be paid to open work bus operators who perform hold downs and are assigned a shift that conforms to the above criteria for payment of shift differential. Bus operators who have selected vacation bid shifts and the vacation shift that they run conforms to the above criteria shall be paid for the shift differential for that vacation shift.

Split Shift Premium for Bus Operators

Beginning with the first day of the first payroll period after contract ratification, a bus operator whose assignment contains a split when he/she is not on duty that exceeds two (2) hours will receive three-quarters (3/4) times his/her straight time pay for that portion of the off-duty split exceeding two (2) hours. Split shift premiums will not be paid when the employee is on paid or unpaid leave time. Off-duty split time will not count as time worked for overtime purposes.

Training Premium for Bus Operators

When a bus operator is assigned by dispatch to train a probationary bus operator, he/she shall receive an additional \$1.00 per hour while performing such training. Any overtime pay received by the training bus operator for the pay period during which training is performed shall be calculated on the employee's regular rate of pay.

Training Premium for Fuelers

When a fueler is assigned by the Superintendent of Maintenance to train a probationary fueler, he/she shall receive an additional \$1.00 per hour while performing such training, up to a maximum of eighty (80) hours of training for each probationary fueler. Any overtime pay received by the training fueler for the pay period during which training is performed shall be calculated on the employee's regular rate of pay.

Article 8 Holidays

TCAT shall observe the holidays listed below for employees covered by this Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Christmas Day

Each employee is entitled to an additional five (5) floating holiday days, to be credited on January 1 of each year. New employees who have not completed their probationary period by January 1 shall earn floating holidays on the pro-rated basis of one (1) floating holiday for every two (2) months of service, up to a maximum of five (5) days in a twelve (12) month period. Unused floating holidays may not be carried over to the next calendar year. Unused floating holidays that have not been requested and approved by November 15 will be cashed out in the first paycheck in December. Unused floating holidays may not be cashed out upon termination of employment.

Except as described above, requests for use of the floating holidays must be made by 10 AM of the day prior to the requested day off. The grant or denial of such requests will be based on staffing and operational needs. Floating holidays may be used in the same manner as vacation time.

Holiday Pay

Regular full-time employees who are scheduled to work a five-day week and who are not scheduled to work on the holiday will be paid for eight (8) hours of holiday pay at their regular straight time rate; regular full-time employees who are scheduled to work a four-day week and who are not scheduled to work on the holiday will be paid for ten (10) hours of holiday pay at their regular straight time rate.

Regular part-time employees who are not scheduled to work on the holiday will receive prorated pay at their regular straight time rate, provided the holiday falls on a regularly scheduled work day.

Pay for Holiday Work

Employees required to work on a TCAT-observed holiday shall receive pay at one and one-half (1 ½) times their regular straight time rate of pay for hours actually worked on that holiday, plus eight (8) hours of regular straight time pay or eight (8) hours of compensatory time at the option of the employee. Part-time employees shall receive pay at one and one-half (1 ½) times their regular straight time rate of pay for hours actually worked on that holiday, plus a prorated number of hours of regular straight time pay.

Any employee on a paid leave of absence, excluding Long Term Disability, shall be paid for any holidays that occur during that leave.

Any employee who is scheduled to work on a holiday and fails to report to work shall forfeit holiday pay and will be charged one (1) point for an unexcused absence per the Attendance Policy (Article 33).

Article 9 Vacation

Employees are eligible to use accrued vacation leave after six (6) months of continuous service at TCAT. Vacation shall accrue for each straight time hour worked, including paid personal leave, sick leave, health care leave, bereavement leave, paid Union Business leave as defined in Article 17, holidays, and vacation, according to the following rates.

Vacation allotment:

<u>Years of Service Completed</u>	<u>Vacation Earned Per Year</u>	<u>Vacation Factor</u>
1 – 5 Years	10 days	.03846
6 – 10 Years	15 days	.05769
11 Years	16 days	.06153
12 Years	17 days	.06538
13 Years	18 days	.06923
14 Years	19 days	.07307
15 Years or more	20 days	.07692

Paid vacation accrual begins on the date of hire. Changes in the accrual rates shall be effective on the first day of the payroll period in which the anniversary date of last hire occurs. Paid vacation may accrue to a maximum of three hundred and twenty (320) hours or two (2) times the annual accrual rate, whichever is less.

If a scheduled TCAT holiday falls within an employee's vacation period, the employee shall be given the holiday pay and shall not have to use vacation time for that day. If an employee is on vacation when TCAT declares an unscheduled day off (e.g. inclement weather) the employee shall continue to use vacation time for that day and shall not be given an additional day off.

Upon termination, an employee shall have a right to receive payment for all accrued vacation time, provided the employee has completed at least six (6) months of continuous service.

When an employee retires, accrued vacation will be paid in a lump sum.

Except as provided in Short Term Disability, vacation time cannot be substituted for sick leave.

Seniority shall be exercised for vacation time off for bus operators as follows:

While every effort will be made to accommodate the desires of the employees, vacations will be scheduled by TCAT so as to limit interference with service provided to the community but will not be unreasonably denied. Beginning on November 1 and continuing until vacation picks are complete, each employee shall make known his or her choice for the following year. TCAT will provide all bus operators with projected accruals for vacation bidding purposes prior to the bidding period. Vacation accruals are calculated on a bi-weekly basis. To assist the selection of vacations, TCAT will provide charts displaying vacation periods available for the following year. Each

employee will signify his or her choice on such charts, making the selection in order of seniority. Employees shall first exercise their seniority in selecting up to three (3) full weeks of vacation (in 1-week blocks) in seniority order within their job classification. After all employees in such job classification have exercised their seniority in scheduling up to three (3) weeks of their vacation (in 1-week blocks), members within such job classification may again exercise their seniority in requesting additional accrued weeks or days off. This procedure will be repeated until the selection process is completed.

Notwithstanding the foregoing, any employee failing to avail himself/herself of this procedure within twelve (12) hours after his or her name has been reached will make his/her vacation pick after all other employees have made their selections. New employees hired after completion of the vacation pick will conform to the above method as soon as practicable after being placed on the TCAT payroll.

Once the vacation picks are completed, employees with unscheduled accrued vacation may choose to schedule single vacation days. The use of these days shall be requested at least forty-eight (48) hours in advance and will be granted on a first come-first served basis if staffing permits.

After completion of the above procedure, the following exception may be made for an employee who must make a financial commitment to specific vacation plans more than four (4) months in advance of the vacation date. Such requests may be approved or denied based on TCAT business needs on a first come-first served basis. The employee may be required to demonstrate such financial commitment.

Once approved, the vacation time off cannot be canceled or changed without the agreement of the employee. An exception to this policy occurs when a bus operator has taken vacation for Short Term Disability or FMLA and the bus operator does not have enough vacation time remaining to use for his/her bid vacation week or days; in that instance, if the bus operator chooses not to take unpaid leave, the bus operator will be placed on Open Work Board for that vacation week or days as his/her regular bid run assignment has been placed in the vacation bid assignment. In the event the bus operator has exhausted his/her vacation but a new bidding cycle has not been started when the bus operator's vacation falls within the new bid period, the bus operator will not be placed on the Open Work Board and will perform his/her new bid assignment.

Upon two (2) weeks prior notice to the dispatcher, employees may exchange up to one (1) week of vacation time per year provided each employee covers the Open Work Board during the exchanged vacation time.

When an employee leaves the employment of TCAT and the employee has scheduled full vacation week(s), the vacation week(s) shall be made available for bidding. The vacation week(s) will be posted for a period of seven (7) days and bus operators who have vacation time available and not booked are eligible to bid for the week(s). The most senior bus operator(s) will be approved for the vacation week(s) after the completion of the posting period.

Full vacation week(s) that are available 30 days prior to the month the week(s) reside in shall be made available as single vacation days upon request of the employee.

Article 10 Current Benefits

TCAT will continue to provide the following benefits at the current benefit levels and contribution percentages for the term of this Agreement:

- Short Term Disability
- Long Term Disability
- Life and AD&D
- Voluntary Life Insurance
- Flex Spending Accounts
- Auto/Home Insurance Discount Program
- Employee Assistance Program
- Dental Insurance
- Voluntary Long Term Care

TCAT shall be permitted to change coverage and/or insurance carriers for the above programs as long as the overall benefit level for each program is comparable. TCAT will notify the Union at least thirty (30) days before the proposed change. If requested by the Union, the parties will meet and confer over the proposed changes within fifteen (15) days of TCAT's notification.

Article 11 Retirement Plan

TCAT will make contributions into its 401(k) plan for each full-time employee who has at least two (2) years of seniority with TCAT (seniority is defined in Article 24). For full-time employees with at least two (2) years of seniority who have worked full-time for at least twenty-six (26) weeks (excluding paid or unpaid leaves) during the calendar year for which the contributions are made, and whose hours paid plus paid and approved unpaid leave time total at least two thousand eighty (2,080) hours for the calendar year, TCAT's contributions for the calendar year shall be equivalent to ten percent (10%) of the employee's straight-time hourly rate multiplied by two thousand eighty (2,080). For full-time employees with at least two (2) years of seniority who have not worked full-time for at least twenty-six (26) weeks (excluding paid or unpaid leaves) during the calendar year for which the contributions are made, or whose hours paid plus paid and approved unpaid leave total less than two thousand eighty (2,080) hours for the calendar year, TCAT's contributions for the calendar year shall be equivalent to ten percent (10%) of the employee's straight-time hourly wages. TCAT's contributions are not dependent on employee contributions.

Article 12 Health Benefit Plan

TCAT will continue to provide medical insurance coverage to all eligible employees for the term of this Agreement subject to the terms of the applicable benefit plan.

Full-time employees are eligible to participate in the health insurance plan on the first of the month following their hire date. Employees who decline coverage will have the opportunity to elect coverage during subsequent open enrollment periods.

Employees will contribute to the cost of medical insurance by payroll deduction, which must be authorized as a condition of coverage, at the current contribution percentages based on the type of coverage.

TCAT shall be permitted to change coverage and/or insurance carriers as long as the overall benefit level and provider networks are comparable. TCAT will notify the Union at least thirty (30) days before the proposed change. If requested by the Union, the parties will meet and confer over the proposed changes within fifteen (15) days of TCAT's notification. The overall benefit level may change upon agreement by TCAT and the Union.

Article 13 Vision Care Plan

TCAT will provide the Davis Vision Gold Plan to all eligible employees at no cost to the employee for the term of this Agreement.

Full-time employees are eligible to participate in the vision care plan on the first of the month following their hire date.

TCAT shall be permitted to change coverage and/or insurance carriers as long as the overall benefit level and provider networks are comparable. TCAT will notify the Union at least thirty (30) days before the proposed change. If requested by the Union, the parties will meet and confer over the proposed changes within fifteen (15) days of TCAT's notification.

Article 14 Peer Counselor

TCAT bargaining unit members will continue to utilize the UAW Local Union 2300 Peer counselor. In the event Cornell ceases to allow the Local 2300 Peer Counselor to service TCAT bargaining unit members or the bargaining unit exceeds 100 members the following language will be in effect:

TCAT shall recognize one (1) UAW appointed peer counselor. The position of a peer counselor will be appointed by the Union and subject to approval by the International Union. The peer counselor shall serve as a referral source for employees with personal issues that may or may not affect their employment. The peer counselor will be paid his/her regular rate of pay when performing peer counselor duties. The peer counselor will be released from work with pay at the earliest possible opportunity when their services are needed for an employee. TCAT shall compensate the peer counselor for all wages and registration fees to attend annual UAW peer counselor training or equivalent for 40 hours training annually.

Article 15 Sick, Health Care, Personal, and Perfect Attendance Day Leaves

A. Sick Leave

Sick leave permits the employee income continuation for time when they are not able to work due to their illnesses or injuries. Employees shall accrue sick leave as follows:

Sick leave accrual is based on the number of straight time hours paid to an employee during a pay period, at the rate of .04615 hours per hour paid. Sick leave accrual begins immediately upon employment. Sick leave cannot be taken before it is accrued.

Sick leave shall be available for personal employee illness, injury or employee personal leave.

To be eligible to receive sick leave pay, employees must abide by the call-in procedure except when failure to notify is due to circumstances beyond the control of the employee.

TCAT reserves the right to require the employee to submit medical proof of fitness for the resumption of duty by Guthrie Medical Group Occupational Medicine or a comparable medical organization with occupational medicine expertise selected by TCAT if TCAT has a good faith belief that returning the employee to work constitutes a safety or physical capability issue. The Union shall be informed in advance. In the event that there is a disagreement between the Guthrie Medical Group (or other comparable medical organization) and the employee's personal physician, the case will be referred to a Cayuga Medical Center physician who is board-certified in occupational medicine for a binding determination. TCAT shall be responsible for all fees incurred for the second and third examinations.

On the first day of a job related injury (i.e., workers' compensation), an employee who is injured during working hours and is required to leave the job for treatment of such injury shall receive payment for the remainder of the regular shift at his/her straight time hourly rate of pay, plus the

appropriate shift premium rate and any scheduled overtime attached to that shift, if the appropriate health care provider indicates that the employee is unable to return to work that day.

If an employee is on a paid leave (for other than vacation) for more than 20 consecutive calendar days, sick leave ceases to accrue. The 20 consecutive days are counted from the first day of absence.

An employee will not earn sick leave when the employee is on an unpaid leave from TCAT.

Sick leave accrual shall not exceed a total of 720 hours.

Sick leave shall be available for only personal employee illness, injury or employee dental or medical appointments which cannot reasonably be scheduled outside regular working hours.

Employees should submit, with as much advance notice as possible but at least three (3) days in advance, a leave request to their supervisor for routine medical and dental appointments. In the event of a medical emergency, the employee's supervisor should be notified as soon as possible. When there is a reason to suspect abuse, supervisors may request a physician's office certificate as verification of an employee's illness before approving the payment of sick leave. Such reason will be discussed with the Union first.

Upon normal retirement, employees may apply unused sick leave to offset the cost of TCAT-provided health care insurance. (Also see Memorandum of Understanding A.)

B. Health Care Leave

Up to eighty (80) hours of accumulated sick leave may be taken within each calendar year in the event that an employee's full attention is necessary to care for a member of the employee's immediate household, or who is a member of the immediate family or a dependent: Spouse, Significant Other, Mother, Father, Sister, Brother, Daughter, Son, Step-Parent, Current Foster Parent, Current Foster Child, Current Son-in-law, Current Daughter-in-law, Current Sister-in-law, Current Brother-in-law, Grandparent, Great Grandparent, Step-Child, Grandchild, Step-Brother, Step-Sister, Current Spouse's/significant other's Child, Parent, Current Spouse's /Significant Other's Child, Sister, Brother, Step-Parent, Niece, Nephew, Aunt, Uncle. Regular part-time employees may take the prorated equivalent. Health care leave that is not used by the end of the calendar year will remain as unused sick leave.

Where health care leave is used for an emergency, the employee's supervisor must be notified as soon as possible. Health care leave for purposes other than an emergency requires at least three (3) days' advance notice and permission of the employee's supervisor and will not be unreasonably denied.

Supervisors may require verification of the health care or emergency causing an employee to request use of this leave time.

C. Personal Leave

Up to twenty-four (24) hours of accumulated sick leave may be taken for personal reasons or emergencies within each calendar year. Personal leave may not be used for other employment. Personal leave that is not used by the end of the calendar year will remain as unused sick leave.

Where personal leave is used for an emergency, the employee's supervisor must be notified as soon as possible. Personal leave for purposes other than an emergency requires a minimum of at least three (3) days advance notice and permission of the employee's supervisor and will not be unreasonably denied.

Earned perfect attendance day balances may be taken in a lump sum upon termination of employment. An employee shall not earn sick/personal leave when the employee is on an unpaid leave from TCAT.

D. Perfect Attendance Day Leave

Perfect Attendance Day utilization requires a minimum of at least three (3) days' advance notice and permission of the employee's supervisor, which will not be unreasonably denied. Perfect attendance day leaves may be taken in full- or partial-day increments. Earned perfect attendance balances may be carried over to a subsequent year and may be taken in a lump sum upon termination of employment.

Article 16 Family and Medical Leave Act ("FMLA")

FMLA leave shall be granted according to the provisions of the law. Employees may use any accrued benefit time at their option. The "12-month period" shall be defined as a rolling twelve (12) month period.

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and the notice is practicable. Failure to comply with the appropriate procedures may result in the delay of leave. Employees are to submit FMLA leave information as soon as possible to the HR Administrative Assistant or Human Resource Manager.

Employees must provide sufficient information regarding reasons for the leave. Failure to provide sufficient information within two (2) business days may result in delay of leave. The employee's request will be reviewed and the employee will be notified of approval or denial.

TCAT requires employees to provide medical certification filled out by a qualified health care provider supporting the need for leave due to a serious health condition affecting the employee or an immediate family member as defined in the Family and Medical Leave Act. Employees who provide falsified medical certifications shall be subject to discipline, up to and including termination. TCAT reserves the right to require a second opinion from a health care provider designated by TCAT, and the second opinion shall be at TCAT's expense. In accordance with the

Family and Medical Leave Act regulations, a third opinion may be sought at TCAT's expense if the first and second disagree.

TCAT requires annual medical certifications which shall be requested each twelve (12) months from the date of the previous medical certification. TCAT may require periodic recertification and periodic reports on the employee's status and intent to return to work.

Article 17 Union Business

Paid Union Business leaves shall be authorized for scheduled meetings of the Labor/Management, Health and Safety, Open Work Board and Accident Review committees, grievance and disciplinary representation as authorized in Articles 26 and 27, presentations to new employees during TCAT orientation programs, and such other leaves as may be mutually agreed to by the General Manager and Unit Chairperson.

All other Union Business leaves shall be unpaid. Unpaid Union Business leaves shall be requested by the Local Union President or his/her designee. So as not to disrupt the operations of TCAT, the Union shall provide TCAT as much advance notice as possible of an impending leave for Union Business and such request shall not be unreasonably denied. It is understood that these leaves in no way impact the Union's rights granted under Article 26 (Grievance Procedure) or Article 4 (Union Representation).

Article 18 Public Office

Any seniority employee elected or appointed to a full time public office (City, County, State or Federal) shall, upon written application to the General Manager, be granted an unpaid leave(s) of absence for the period of time necessary to fulfill the duties of such office during the employee's first term of active service in such elected or appointed office.

In addition, upon application an unpaid leave of absence of up to thirty (30) calendar days without pay may be granted for the purpose of pre-election preparation. Additional unpaid leaves of absence for service in elected public office may be granted at the option of the General Manager upon written application by the employee.

The request for an unpaid public office leave must be made at least two (2) weeks in advance of the first day of leave.

TCAT will pay the employer's share of benefit plan premiums through the end of the month following the month the leave begins. If the leave extends beyond that period, TCAT will cease paying the employer's share and the employee will be responsible for both the employer's and employee's shares of premiums if he/she wishes to continue coverage.

Employees granted a leave of absence under this Article shall be guaranteed re-employment, at the then-current rate of pay, if there is sufficient work available which they are capable of doing and to which they may be entitled on the basis of seniority. Seniority will accumulate during the period of such leaves.

Article 19

Volunteer Fire Fighter Leave

TCAT recognizes the importance of the volunteer firefighter to its community and extends the services of its employees in cases of major fires or disasters. TCAT must limit the number of employees who can be designated as eligible for the provisions of this section to three (3) at any one time. Employees apply for designation annually beginning December 1st through December 30th by placing their names on a posted list. If more than three (3) employees apply for such designation, the three (3) most senior employees who meet the qualifications below shall receive the designation. Employees and the Unit Chairperson will be notified of designation for the next calendar year. If a vacancy in this designation occurs during the course of the year, the vacancy will be filled in a comparable manner. Notwithstanding the foregoing, all TCAT employees who were employed as of May 1, 2005 and were active volunteer firefighters as of that date shall receive such designation. Should the designation of employees who were active firefighters as of May 1, 2005 be greater than three (3), no additional employees shall be designated until such time that the number of designated employees falls below three (3).

The following outlines TCAT's policy for volunteer firefighters:

- (1) Employee must be an active volunteer firefighter in New York State. Employee must present proof, register with TCAT, and update registration yearly to remain eligible for designation.
- (2) In the event that a volunteer firefighter is required to respond to a working fire or emergency during the eight (8) hours immediately preceding the start of the employee's shift, the employee shall notify TCAT as soon as possible if he/she will not be able to report at the beginning of his/her scheduled work hours. The employee shall receive paid time off during the upcoming shift equal to the actual time spent in resolving the emergency or fire. In no event shall the employee receive paid time off for any time greater than their shift assignment for that day. Any hours compensated under this provision shall be counted as hours paid but shall not apply to any calculation for premium pay.
- (3) A designated firefighter must submit proper documentation (Volunteer Firefighter's Absentee Report) to have his/her absence from work approved. The document must be properly signed by an officer of the fire Company.
- (4) Falsification of firefighter's absentee report may result in disciplinary action.
- (5) An employee may not leave his/her regularly scheduled assignment without TCAT supervisor approval.

Article 20

Military Leave

Upon application, an unpaid military service leave shall be granted to employees who enlist or are drafted into the Armed Forces of the United States or who are members of a United States military reserve unit or National Guard and receive orders calling them to active duty. TCAT will pay the employer's share of health insurance premiums through the end of the month following the month the leave begins. If the military service leave extends beyond that period, TCAT will cease paying the employer's share and the employee will be responsible for both the employer's and employee's shares of premiums if he/she wishes to continue coverage. In addition, the employee will receive the benefits and rights required by applicable federal laws.

Reinstatement and rights after reinstatement are governed by applicable federal laws. Seniority shall accumulate while an employee is on a Military Service Leave for up to three years; this time will be extended to cover periods of war or dedicated armed conflict.

Employees who are members of the National Guard, Coast Guard, or U.S. Military Reserve units shall be granted leave with pay for training periods of more than seven (7) days on no more than two (2) occasions in a twelve (12) month period, up to a maximum of thirty (30) days in total in a twelve (12) month period. All benefits will continue during this period. At the employee's option, accrued vacation or personal leave may be used for any unpaid military leave.

Employees shall provide TCAT with an official copy of any ordered duty and/or training at least two (2) weeks in advance or as soon as possible.

Article 21

Bereavement Leave

An employee shall be excused for three (3) working days with pay and may take up to two (2) sick days, if available, in the event of the death of the following family members: spouse, significant other, mother, father, sister, brother, daughter, son.

When death occurs in an employee's immediate family as defined below, the employee, on request will be excused for any three (3) scheduled working days with pay and may take up to one (1) sick day, if available, within ten (10) normally scheduled working days following the date of death.

The immediate family members for purposes of this Article are defined as including the employee's: Step-Parent, Current Foster Parent, Current Foster Child, Current Son-in-law, Current Daughter-in-law, Current Sister-in-law, Current Brother-in-law, Grandparent, Great Grandparent, Step-Child, Grandchild, Step-Brother, Step-Sister, Current Spouse's/significant other's Parent, Current Spouse's /significant other's Child, Sister, Brother, Step-Parent, Niece, Nephew, Aunt, Uncle.

Employees excused from work under this section shall receive their regular straight time rate plus any shift differential.

For the death of others not listed above, or, if additional time off is needed during this period, employees may request the use of personal leave or vacation leave in keeping with other provisions of this Article. Such request will not be unreasonably denied.

Article 22

Jury Duty

An employee called for jury duty will be paid his/her regular straight time rate of pay plus any shift differential while serving on a jury panel or reporting for possible selection to a jury panel. The employee shall provide TCAT with a copy of the jury summons as soon as possible. If the employee is not selected to serve on a panel or is excused for a given day the employee shall report to TCAT as soon as reasonably possible provided the employee is released during the first half of their scheduled work schedule. Employees that are released four (4) hours or less prior to the beginning of his/her regular work schedule shall be released and paid his/her regular rate of pay for their regularly scheduled hours for that day. Such employees must inform TCAT as soon as possible that they will be unavailable for their scheduled hours.

Article 23

Long Term Leave

A. Seniority employees who wish a long term leave of absence (including foreign travel) without pay must submit their request in writing to the Human Resource Manager. Except in the cases of emergency, requests will be considered on a first come-first-served basis. TCAT reserves the right to grant or deny long term leaves of absence and to determine the duration thereof but will not unreasonably deny requests.

B. TCAT will pay the employer's share of benefit plan premiums through the end of the month following the month the leave begins. If the leave extends beyond that period, TCAT will cease paying the employer's share and the employee will be responsible for both the employer's and employee's shares of premiums if he/she wishes to continue coverage.

Article 24

Seniority

Definitions

Seniority is defined as the length of time an employee has been continuously employed by TCAT in the bargaining unit, plus the length of time the employee was continuously employed by Cornell University or the City of Ithaca in the UAW or CSEA bargaining unit (provided the employee was employed by TCAT on January 1, 2005 and was employed by Cornell University or the City of Ithaca for the purposes of providing services to the TCAT joint venture as of December 31, 2004).

Seat time is defined as the length of time an employee has been continuously employed as a bus operator for TCAT, plus the length of time the employee was continuously employed by Cornell University or the City of Ithaca as a transit bus operator (provided the employee was employed by TCAT on January 1, 2005 and was providing services to the TCAT joint venture as of December 31, 2004).

Probationary Period

New employees are considered probationary employees for ninety (90) calendar days. Periods of temporary layoff, disability and workers' compensation shall extend the probationary period accordingly. If the employee does not meet the probationary period expectations and requires additional training for a period not to exceed thirty (30) calendar days, the probationary period can be extended for up to thirty (30) calendar days with the mutual agreement of the General Manger and Unit Chairperson. Once the probationary period has been completed, the new employees will be placed on the seniority list hereinafter provided for and their seniority shall date back to their most recent date of hire.

Same Hire Date

Employees hired on the same date shall rank for seniority according to the last four (4) digits of their social security numbers, with the employee having the highest number being given the highest rank.

Seniority Lists

TCAT will provide the Union with an updated employee list on a monthly basis.

TCAT will provide the Local Union President and Unit Chairperson with a written list at the end of each month indicating:

1. Newly hired and reinstated employees.
2. Employees who quit, retired, died or were terminated.
3. Employees who were laid off or recalled from layoff.
4. Employees who transferred out of the bargaining unit.
5. Employees who went on or returned from a leave of absence.
6. Employees who have completed their probationary period.

Layoff and Recall Procedure

Permanent Layoff Procedure

If TCAT determines that it is necessary to reduce the number of employees, layoffs shall be conducted using the following procedures. No temporary employees will be employed while seniority employees are laid off. Use of casual employees will be minimal.

1. Probationary employees shall be laid off before any seniority employees are laid off.
2. Employees shall be laid off in order of seniority within the same classification (beginning with the least senior).
3. Affected employees and the Union will be given at least thirty (30) days notice of a layoff. This does not apply in situations when TCAT makes a determination that staff reduction is an emergency, or for temporary layoffs, in which cases TCAT shall give as much notice as possible.
4. Employees displaced in 2 above, shall be allowed to displace employees with less seniority in another classification provided they are currently qualified or could become qualified with appropriate familiarization, which shall be defined as the ability to perform the basic functions of the job independently within one (1) week.
5. Employees on layoff will accumulate seniority.
6. While on layoff employees may use vacation or floating holidays or may exchange vacation or floating holiday compensation to offset employee contributions for health care.
7. Bus shift assignments left vacant due to layoff will be filled in accordance with the Bidding provisions within this Article.
8. If it becomes necessary following the layoff or reduction to transfer non-bus operator employees from their shift to another shift, employees remaining in the affected classification will be assigned to shifts in accordance to their preference in line with their seniority.

The Unit Chairperson and Vice Chairperson shall be considered at the top of the seniority list for layoff and recall purposes and will not be laid off while any employees are working. Stewards

shall be considered at the top of the seniority list for layoff and recall purposes within the areas they represent.

Layoff Recall Procedure

Laid off employees will be recalled on a seniority basis within the same classification (beginning with the most senior). Employees will be notified of recall by certified mail at least fourteen (14) days in advance.

Upon return they will be placed in available jobs. This includes employees reduced from their classification but working in another classification. Such employees will be offered recall to their classification prior to any job posting.

Laid off employees must accept the recall within five (5) working days of notification and must return to work within three (3) working days of the date of recall or forfeit their right to recall unless an acceptable reason for the failure to respond can be documented.

Benefits During Layoff

An employee on layoff is entitled to a continuation of certain benefits for up to one year following the effective date of layoff, or until comparable non-TCAT employment has been accepted, whichever is sooner. The benefits are as follows:

Health and dental insurance shall continue provided the employee maintains his/her applicable premium payments.

The basic amount of group life insurance coverage will continue. No employee contribution will be required. If enrolled in the Supplemental Plan, the employee may continue coverage by paying the cost of the insurance in advance.

Accidental Death and Dismemberment benefits will continue provided the employee continues to make the same contributions required of regular full-time and regular part-time employees.

New York State Disability Benefits coverage will continue for a period of four (4) consecutive weeks from the effective date of layoff without any regular contributions.

Temporary Layoff Definition and Recall Procedure

Temporary Layoff Definition

A temporary layoff is defined as a specified period of time, not to exceed thirty-five (35) days, during which it is necessary to reduce the work force. Temporary layoffs will be administered by classification. During temporary layoffs use of casuals will be minimal. Such layoffs will be made by classification in the following order:

1. Seniority employees who volunteer for temporary layoff within the affected classification, then,
2. If not enough seniority employees volunteer, temporary employees shall be laid off, then,
3. If more layoffs are required, probationary employees shall be laid off in the affected departments, then
4. The remaining employees will be laid off from the affected classifications by order of seniority, least senior first, provided those remaining are physically capable of performing the available work, and have the skill and ability with appropriate familiarization, which shall be defined as the ability to perform the basic functions of the job independently within one (1) week.

Temporary Layoff Recall Procedure

Employees on a temporary layoff will be recalled on a seniority basis within the same classification (beginning with the most senior) and must return on the date specified when the layoff occurred unless mutually extended by TCAT and the Union. They will be placed in the classification, job and shift they occupied immediately prior to the temporary layoff.

Loss of Seniority

- A. Seniority rights shall cease for the following reasons:
1. The employee resigns or is discharged for just cause.
 2. The employee retires from TCAT.
 3. The employee is laid off for a period of forty-eight (48) consecutive months.
 4. The employee is absent from work (AWOL) for three (3) consecutive working days without directly notifying TCAT and provided the failure to notify is not due to circumstances beyond the control of the employee.
 5. The employee fails to return to work for three (3) consecutive working days, provided the failure to return to work is not due to circumstances beyond the control of the employee, after:
 - the expiration of an approved leave of absence,
 - recall from layoff,
 - the expiration of vacation,
 - disciplinary suspension, or
 - expiration of disability or workers' compensation status
 6. The employee fails to apply for reinstatement and to report for work upon completion of military service in accordance with applicable law.

B. In order to meet the operational needs of the system, TCAT will end the employment of employees who have been on disability leave or workers compensation leave for thirty-six (36) continuous months. Seniority will continue to accrue during the period of such leave until the end of employment. TCAT may post and fill positions that are vacated by employees on such leaves. After an employee has been on disability leave or workers compensation leave for nine (9) continuous months, he/she will be offered the opportunity to continue participation in TCAT's benefit programs at full cost to the employee until the end of employment.

Accepting a Job Outside of the Bargaining Unit

An employee accepting a job that is outside of the bargaining unit within TCAT is entitled to retain bargaining unit seniority for up to thirty (30) days. After thirty (30) days his/her seniority will be forfeited. An employee can return to the bargaining unit classification held at the time he/she left the bargaining unit provided there is an opening in this classification.

Bidding Within Classification on Shifts or Work Assignments

Bidding within classification on shifts or work assignments shall be based on seniority. TCAT will provide each bargaining unit employee and the Union with the shifts and work assignments that will be up for bid and the date bidding will occur.

Bus Operators

Bidding for shift assignments will be conducted three times annually, typically in January, May and August. In the event bidding cannot be held during these times or additional bidding must be conducted, TCAT shall provide the Union with as much advance notice as possible but in no case with less than ten (10) days advance notice. Seniority for bus operators for bidding purposes shall be based on seat time. A bus operator who transfers into the maintenance department and thereafter transfers back into the operations department as a bus operator will maintain the seat time seniority he/she had before transferring into the maintenance department.

Openings in shift assignments that occur within thirty (30) days prior to an open bid may be filled by the open work board.

In the event an opening occurs more than thirty (30) days in advance of an open bid period, the opening will be filled in the following manner:

1. TCAT will post the opening for all bus operators with less seat time than the operator who has left. Less senior employees will be polled in seniority order to determine if any of them desire the open assignment.
2. If an employee accepts the open assignment, this procedure will be repeated.
3. The open assignment left at the conclusion of this procedure may be filled by the open work board.
4. The changes in assignments shall take effect as soon as feasible at the conclusion of the above bidding process.

Mechanics and Bus Handlers

Seniority for maintenance department employees for bidding purposes shall be based on the amount of time worked in the maintenance department.

Employees with seniority may exercise shift preference once during each of the following six-month periods, September 1 through February 29, and March 1 through August 31. TCAT will endeavor to move the senior employee within 14 days of receipt of the request providing that the remaining employees on the shift possess the necessary skills to ensure the efficiency of the operation. Employees exercising a shift preference may not exercise another shift preference for at least six (6) weeks from the date of their shift change. Additional changes may occur if mutually agreed to by TCAT and the employees involved.

Article 25

Filling Job Vacancies

TCAT will post for seven (7) days all job openings to be filled in the bargaining unit. A copy of the posting will be provided to the Unit Chairperson and Unit Vice Chairperson.

The job will be awarded to the most senior bargaining unit employee applicant that possesses the minimum qualifications or that could obtain the minimum qualifications with familiarization, which shall be defined as the ability to perform the basic functions of the job independently within one (1) week.

Article 26

Grievance Procedure

Section 1

Should differences arise between TCAT and an employee as to the interpretation or application of any provision of this Agreement, an honest effort should be made when possible between the employee and his/her Supervisor to have an informal discussion. In the event the parties disagree, the employee, with the appropriate Union representative present, will meet with TCAT in an effort to settle the issue promptly. If the matter is not resolved by the answer of TCAT, or if that answer is unnecessarily delayed, the steps outlined below will be followed. Union representation will be present during any meeting that might lead to discipline or during a disciplinary meeting.

Employee grievants participating in Step 1 through Step 4 grievance meetings shall suffer no loss in straight time wages for the time spent in the Step 1 through 4 meetings. Where there is more than one employee grievant, such wage payments shall be limited to a maximum of three (3) employees. The appropriate Union representative(s) may leave his/her place of work, with pay, when required to investigate grievances or potential grievances or to participate in Step 1 through 4 meetings of the grievance procedure, provided he/she has requested and been granted release time by his/her supervisor, who shall not unreasonably deny such permission.

Whenever an employee refuses or fails to initiate a grievance upon occurrence of an alleged violation of the rights of that employee under the terms of this Agreement, the Union may file a grievance in the name of the Union at Step 2 of the Grievance Procedure.

“Working day” within the meaning of this Article shall be defined as Monday through Friday, excluding all paid holidays.

In the event a specific Union representative is unavailable within the timeframes of Steps 1 through 4, the Union may designate an alternate to participate in any step of the grievance procedure.

Section 2

Step 1:

The grievance shall be submitted to the Supervisor on forms supplied by TCAT. The grievance must be filed no later than fifteen (15) working days from the time the alleged violation first became known to the aggrieved employee or Union. The written grievance shall state the Article(s), section(s) and specific language alleged to have been violated. It shall also include the facts on which the grievance is based and the remedy sought. The Supervisor shall record the answer thereon within five (5) working days, unless more time is mutually agreed upon by TCAT and the Union.

Step 2:

If the matter has not been satisfactorily adjusted under Step 1, the matter shall within five (5) working days of the Union's receipt of the written answer, with written reason for appeal, be taken up with the Operations Manager or a designated representative who shall attempt to settle the grievance by meeting with the Union grievance committee consisting of the Unit Chairperson, Vice-Chairperson and, if deemed necessary, the Union representative involved in step 1 and/or the aggrieved employee within five (5) working days thereafter, unless more time is mutually agreed upon by TCAT and Union. The disposition at this step shall be recorded on the grievance form by the Operations Manager or designee within five (5) working days and returned to the Unit Chairperson.

Step 3:

If the matter has not been satisfactorily adjusted under Step 2, the grievance shall be presented by the Union to the General Manager within ten (10) working days, unless more time is mutually agreed upon between TCAT and Union. The Local Union shall contact the appropriate Union representatives (the International Union representative, Unit Chairperson, Vice Chairperson, Local Union President and if deemed necessary the Union representative involved in step 1), other persons whom the Union determines may assist in the resolution of the grievance and/or the aggrieved employee who shall meet with the General Manager and other persons whom the General Manager determines may assist in the resolution of the grievance, within twenty (20) working days thereafter, unless more time is mutually agreed upon by TCAT and Union.

The disposition at this step shall be recorded on the grievance form by the General Manager within ten (10) working days and returned to the Unit Chairperson. A copy shall be sent to the Local Union President and the International Union representative.

Step 4:

In the event the matter is still in dispute and is not otherwise settled within a period of ten (10) working days from the Unit Chairperson's receipt of the step 3 disposition, the matter, either at the insistence of TCAT or the Union, shall be submitted to arbitration under the Voluntary Labor

Arbitration rules of the Federal Mediation and Conciliation Services. A copy of such request shall be furnished to the other party. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding on all involved parties.

Where the decision of the arbitrator includes an award for back pay, back wages shall be limited to the amount of wages that the employee otherwise would have earned less any unemployment compensation or other additional interim payments or compensation.

The arbitrator's fee shall be shared and paid equally between TCAT and the Union. Each party shall, however, bear its own other expenses, including legal expenses and witness expenses. Both TCAT and the Union shall make a concerted effort to schedule arbitration hearings in the most expedient manner possible.

TCAT may temporarily fill any position pending the resolution of the grievance.

Section 3

Any settlement between TCAT and the Union at any step of the grievance procedure shall be binding on TCAT, the Union, and the grievant(s) with prior knowledge of the Local Union President and General Manager. Dispositions of Step 1 grievances shall not establish a precedent or practice for either party.

Section 4

Unless mutually agreed to it is understood and agreed that failure of the Union to advance a Grievance within the agreed time frames at any step of the Grievance Procedure shall constitute abandonment of such Grievance. If TCAT should fail to observe the time limits in a specific step, the grievance shall be granted along with the specific remedy sought provided the requested remedy falls within the boundaries of the collective bargaining agreement. Grievances abandoned or granted under the provisions of this section shall not establish a precedent for either party. The Union may modify a grievance at any step of the grievance procedure up to and including Step 3 to correct inaccuracies such as incorrect Article citations or statements of remedy.

Section 5

Upon mutual agreement, TCAT and the Union will request a Federal Mediator from the Federal Mediation and Conciliation Service for the purpose of grievance mediation. This process may be implemented with mutual agreement prior to filing for Arbitration, or in the timeframe between the filing for Arbitration and the Arbitration proceedings. In the event Grievance Mediation is chosen prior to filing for Arbitration, the time limits for filing for Arbitration will be extended to accommodate the Grievance Mediation process. The decision or recommendations of the Mediator shall not be binding on either party and may not be introduced in subsequent arbitration proceedings.

Section 6

In those instances where the International Union, UAW, by either its (i) Executive Board, (ii) Public Review Board, or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the UAW International Union may inform the Manager of Human Resources in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred. This process must be initiated within forty-five (45) days of the disposition of the original grievance and must be concluded within ninety (90) days thereafter.

It is agreed, however, that TCAT will not be liable for any claims for damages, including back pay claims arising out of the grievance that relate to the period between the time of the original disposition and the time of reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employee(s) involved that they will not pursue such claims for damages against TCAT in the grievance procedure, or in any court or before any Federal, provincial, state, or municipal agency.

An arbitrator's decision shall not be deemed a "disposition of a grievance" for purposes of this section, and the grievance reinstatement process shall not apply to arbitrators' decisions.

Article 27 Discipline

TCAT and the Union agree to a procedure of corrective, progressive discipline. The parties adhere to the principle that discipline has the objective of improving the future performance of the employee. To that end, TCAT will whenever possible attempt to assist employees in improving unsatisfactory performance or improper behavior through training, counseling, instruction etc., as an alternative to discipline; however, TCAT reserves the right to discipline in appropriate cases.

TCAT and the Union recognize the sensitive nature of the disciplinary process therefore all discipline will be assessed in private and in the presence of a Union Representative whenever possible. The disciplinary action is considered timely if the discipline is issued within 48 hours of the conclusion of TCAT's investigation with a Union Representative present. The Union Representative on property can be immediately made available. If the employee requests to be represented by a specific Union Representative, the request will be honored in a timely fashion based on availability.

An employee may be disciplined only for just cause. Union representation will be present during any meeting that might lead to discipline or during a disciplinary meeting.

The steps in the procedure of progressive, corrective discipline for violations or repeated violations of a TCAT rule shall include:

- Oral warning
- 1st written warning
- 2nd written warning

- 1 day suspension without pay
- 5 days suspension without pay
- Discharge

Discipline shall be assessed at the earliest possible opportunity following the alleged infraction, however, contemplated discipline should be discussed in a calm manner allowing for an objective evaluation of the facts. In those situations where emotions preclude this from happening, the parties agree that as a matter of practice and when possible such discussions should be postponed until such time that, in the opinion of TCAT and the Union, a constructive exchange of information can occur.

Situations involving major infractions or offenses shall be exempted from progressive discipline and may subject an employee to discipline, including discharge, regardless of the employee's prior record.

TCAT shall use its best efforts in appropriate cases to give the Union advanced notice of suspensions and discharges.

Any employee who has been given a written warning or disciplined in any manner may file a written grievance in accordance with Article 26 (Grievance Procedure) and initiate the grievance at Step 2 of the Grievance Procedure. Employees suspended or discharged may file a written grievance in accordance with Article 26 (Grievance Procedure) at Step 3 of the Grievance Procedure. The meeting with the General Manager shall take place within twenty working days from the date of the written grievance. Such grievances must be filed within ten working days from the date of TCAT's action. "Working day" within the meaning of this Article shall be defined as Monday through Friday, excluding all paid holidays.

An employee shall sign written disciplinary warnings indicating that he/she has received a copy. Signing does not mean that the employee agrees or disagrees with the written disciplinary warning. If the employee is unable to sign the statement, a union representative for that department shall sign on behalf of the employee. The employee shall have a right to promptly respond in writing to any written discipline. This response will be kept with the written discipline.

In imposing discipline on a current charge, TCAT will not take into account any prior infractions that occurred more than twelve (12) months prior to the date of the current infraction with the exception of discrimination, harassment and accidents which will remain on an employee's record for the purposes of progressive discipline for twenty-four (24) months.

Probationary employees shall be exempt from the provisions of this Article and shall be subject to discharge without resort to the grievance and arbitration procedures in this Agreement.

Article 28

No Strike/No Lockout Guarantee

Since this Agreement provides for the orderly and amicable adjustment and settlement of any and all disputes, differences, and grievances, there shall be no strikes, walkouts, slowdowns of work, or any

other form of interference with the operation by the Union or members of the Union during the term of this Agreement.

TCAT agrees that it shall not resort to a lockout during the term of this Agreement.

Article 29

No Discrimination

Section 1

The Union and TCAT recognize the value to the organization of a diverse workforce. The Union and TCAT agree that no person will be discriminated against at any time for reasons of race, sex, age, ethnicity, national origin, religion, veteran's status, sexual orientation, gender, marital status, citizenship status, Union affiliation, or disabilities as required by appropriate New York State and federal law. Any claims of violation of this policy or claims of sexual harassment may be taken up as a grievance to be pursued via the Grievance Procedure up to and including arbitration.

Section 2

TCAT and the Union recognize their mutual obligations to comply with the Americans with Disabilities Act ("ADA") and agree to take such actions as are necessary to comply with the ADA.

Section 3

If either party believes that the provisions of this Article are being administered in a manner inconsistent with orderly Collective Bargaining relations, the circumstances will be discussed between the Manager of Human Resources and the Unit Chairperson in an effort to resolve the problem. If the problem is not resolved following that discussion, it will be reviewed by the General Manager and a representative of the International Union. If the problem is not resolved after exhausting the above procedure, it may then be pursued via the Grievance Procedure at Step 3 up to and including arbitration.

Article 30 Labor/Management Committee

A joint Labor/Management Committee shall be established consisting of the Unit Chairperson, Vice Chairperson, Local Union President, General Manager and Human Resource Manager. Additional resource persons may attend meetings when their input is necessary. This Committee will meet quarterly to discuss route design, planning and implementation, route timing, maintenance, work conditions, labor issues and other issues relevant to the employee/employer relationship. At least five (5) working days in advance of each meeting, the Union and TCAT shall exchange written agendas of issues to be discussed. The meeting timeframe will be established based on agenda items and will be mutually agreed upon by TCAT and the Union. Time will be made available at every meeting for New Business. Additional meetings may be scheduled if necessary.

TCAT will periodically report to the Labor/Management Committee management's response to the suggestions submitted by TCAT employees.

TCAT and the Union agree on the importance of improving the environment through the use of green technology. A clean environment is important to the welfare of TCAT's employees, customers and local community. TCAT and the Union agree to discuss green technology during meetings of a special Green Technology Subcommittee that will meet from time to time immediately following the meeting of the Labor/Management Committee to discuss matters of environmental concerns. The members of the Subcommittee will be appointed by the General Manager and the Unit Chairperson and will include up to two (2) employees with special interest and expertise in the subject.

"Working day" within the meaning of this Article shall be defined as Monday through Friday, excluding all paid holidays.

Article 31 Health and Safety

Section 1

TCAT will make reasonable provisions for safe and healthful working conditions for all TCAT employees. TCAT and the Union agree to work in a safe manner in accordance with all reasonable safety rules and regulations established by TCAT, and to abide by all applicable laws, regulations and policies of enforcement agencies (DOT, DMV, FTA, OSHA, etc.).

Section 2

A Health and Safety Committee shall be established, comprised of three (3) employees appointed by the Union, and not more than three (3) representatives appointed by TCAT. One of the represented employees must be a Union representative. This Committee shall meet at least quarterly for up to one (1) hour during the work day to discuss health and safety issues and concerns. Additional meetings may be requested by either party should the need arise. Recommendations of the Committee shall be reported to the General Manager for his/her consideration and possible action.

**Article 32
Open Work Board Committee**

A joint Open Work Board Committee shall be established consisting of up to three (3) Union members selected by the Union (to include, whenever possible, at least one (1) employee whose run assignment is or has been within the last year assigned to the Open Work Board) and up to three (3) TCAT representatives. One of the represented employees must be a Union Representative. Additional resource persons may attend meetings when their input is necessary. This Committee will meet on a regular basis on TCAT paid time to review, amend and/or establish open work board procedures by mutual agreement. The initial policies and procedures are contained in the attached Memorandum of Understanding C.

**Article 33
Attendance Policy**

Employees who are excessively absent negatively impact the normal operation of TCAT's business and create hardship for those employees who regularly and promptly report to work. Tardiness and excessive absenteeism seriously affect TCAT's customer service, efficiency, employee morale and costs. In order to insure good attendance and that a fair and equitable system is available to all employees, the following disciplinary process for excessive absenteeism will be followed:

Only chargeable absences will be considered for disciplinary action. Absences are as follows:

Non-Chargeable Absences as Described in the Agreement

Jury Duty

Subpoenas and Court Summons

Vacations

Bereavement Leave

Official Union Business

Workers Compensation

Family and Medical Leave Act (FMLA) Leave

Paid Holidays

Military Duty

Pre-Approved Sick Leave, Personal Leave, Health Care Leave, Volunteer Fire Fighter Leave, Long Term Leave, Perfect Attendance Day Leave

Emergency Sick Leave

Emergency Health Care Leave

State of Emergency

Absence Due to Lack of Work (details to be defined by the Open Work Board Committee)

Absence due to Severe Weather—the General Manager will meet with the Unit Chairperson for input to determine on a case by case basis if the absence is nonchargeable

Absences excused by the General Manager or Human Resource Manager

Non-chargeable absences under Article 33 shall include Personal days, Health Care days, Sick days and Perfect Attendance days for medical and dental appointments, so long as the employee wishing to take a Personal day, Health Care day, Sick day or Perfect Attendance day for medical or dental appointment seeks and receives permission from TCAT in accordance with Article 15.

An employee who takes a Personal day, Health Care day, Sick day or Perfect Attendance day for a medical or dental appointment without advance permission as provided for in Article 15, shall receive a day for each such day as more specifically set forth in Article 33.

An employee's use of Sick Leave for a medical emergency requiring the immediate attention of an appropriate health care practitioner as defined in this Article shall not be a chargeable absence. An employee's use of Health Care Leave for a medical emergency involving a qualified family member and requiring the immediate attention of an appropriate health care practitioner as defined in this Article shall not be a chargeable absence. TCAT may request the employee to provide documentation of the emergency as set forth in Article 15.

Pre-approved Personal days as set forth in Article 15 shall not be considered absences. All other taking of Sick days, except as stated above, shall be deemed a chargeable absence as more fully set forth in Article 33.

Chargeable Absences

All other absences and miss outs are chargeable absences. Absences and miss outs will be tracked and acted on over a rolling twelve (12) month period. For bus operators, miss outs are defined as reporting to work at the dispatch window one (1) or more minutes past the scheduled report time, as determined by the dispatch clock; for other members of the bargaining unit, miss outs are defined as reporting to work at the time clock one (1) or more minutes past the scheduled report time. Notwithstanding the foregoing, employees will be excused from their first two (2) miss outs. For a miss out to be excused pursuant to the preceding sentence, it may not exceed thirty (30) minutes. An excused miss out shall not count as a chargeable absence.

Operators reporting less than thirty (30) minutes after the start of their shift who have provided at least fifteen (15) minutes notice to the dispatch office prior to the start of their shift that they will be late will be allowed to pick up their route whenever possible. Operators receiving a miss out who do not meet this requirement will be placed at the bottom of the open board for that day. The Dispatcher will make an effort to schedule the bus operator as close to his/her regularly scheduled shift as possible. If no work is available that is close to the bus operator's regularly scheduled work assignment, the Dispatcher will make the bus operator aware of what work hours are available. If the bus operator has commitments outside of their regularly scheduled work, the Dispatcher will check on the availability of other Open Work Board bus operators followed by the availability of Extra Work Board bus operators to cover the work. If the work cannot be covered by an Open Work Board or Extra Work Board bus operator, then the late bus operator is expected to cover the work. If the late bus operator leaves work at or before their regularly scheduled shift, they will be paid for only the amount of time they actually worked.

Chargeable absences will be counted as follows:

The first four (4) unexcused miss outs of fifteen minutes or less will be charged one-quarter of a day for each miss out.

Absences of two (2) or more days will be counted as one (1) occurrence if a verifiable health care provider's note is presented to the dispatcher upon the employee's return to work. If the employee fails to present a verifiable health care provider's note, each day will be counted as one (1) day. Health care provider is defined as licensed doctors of medicine or osteopathy, physician's assistants, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (only when providing manual manipulation of the spine to treat certain demonstrated maladies), nurse midwives, nurse practitioners, registered Christian Science practitioners or any other appropriate health care practitioner. The statement must be provided to TCAT within fifteen (15) working days after the origination of the absence. Falsification or alteration of a health care provider's note shall be considered grounds for immediate discharge without prior warning.

All other absences and miss outs will be charged one (1) day for each occurrence.

New hires upon completion of the probationary period shall start at the day levels they have accrued.

TCAT shall provide the Union with a bi-weekly report on the number of days accumulated or pending for each member of the bargaining unit.

Discipline for excessive absenteeism shall be as follows:

1-6 Days	No Action
7 Days	Oral Warning
8 Days	Written Warning/Immediate notification to the Union
9 Days	Final written warning
10 Days	Three (3) days unpaid suspension
11 Days	Discharge

TCAT agrees to be as timely as possible in disciplining the employee, but no later than fifteen (15) working days from the last day absent.

“Working day” within the meaning of this Article shall be defined as Monday through Friday, excluding all paid holidays.

Attendance Incentives

Employees may improve their attendance record through perfect attendance. For every seventy-five (75) days of perfect attendance employees will have the oldest single day absence or miss out removed from their attendance record if they have attendance days. The perfect attendance period of seventy-five (75) days shall be adjusted for short-term disability, workers compensation, or long term leave taken during the 75-day period, and shall not count towards the attainment of 75 days perfect attendance.

Employees will receive at their option either one paid perfect attendance day or the cash equivalent for each twenty-six (26) week period of perfect attendance. An employee may have one excused miss out during the twenty-six (26) week period and still be considered to have perfect attendance. This twenty-six (26) week period shall start from the last chargeable absence or the end of a twenty-six (26) week perfect attendance period. The perfect attendance period shall be adjusted for short-term disability, workers compensation, or long term leave taken during the twenty-six (26) week period as this time shall not count towards the attainment of perfect attendance during the twenty-six (26) weeks.

Transition Provisions

All days accrued for chargeable absences through the date of ratification of this contract will remain accrued on employees' attendance records after the date of ratification unless removed pursuant to the seventy-five (75) day attendance incentive above. The seventy-five (75) day attendance incentive will apply beginning the day after contract ratification and will be applied to days accrued before ratification. The actions and discipline corresponding with the days in the chart above will apply beginning the day after ratification and will not be applied retroactively. (For example, an employee with 10 days as of the ratification date will be subject to the actions and discipline levels under the former contract; an employee with 9 days as of ratification who thereafter accrues another day is subject to the discipline associated with 10 days in this contract.)

Article 34 State of Emergency

For purposes of this provision, a state of emergency shall include public announcements by the appropriate law enforcement agency that the roads in Tompkins County or elsewhere have been closed due to inclement weather or other emergency situations or that only emergency vehicles are authorized to use the roads.

Employees unable to report to work due to states of emergency will not receive a chargeable absence and may use accrued vacation, floating holidays, or personal leave for this purpose. Employees who have reported to work but are unable to complete their regular scheduled shift due to the state of emergency will receive their regular rate of pay for the remainder of their shift.

When Tompkins County roads are closed due to a state of emergency, employees who are required to work while the roads are closed will receive two and one-half times the regular rate of pay for all hours worked while the roads are closed. Employees not required to work may leave at their own risk but any employee asked to remain at work on "stand by" will be paid straight time hours for all hours they remain at work until the state of emergency is removed.

Article 35 Bargaining Unit Work

Bargaining unit work which is regularly performed by employees in the bargaining unit shall not be performed by non-bargaining unit employees except: when necessary to instruct employees under their supervision; when an employee cannot proceed with his/her work and calls on a supervisor for assistance; to check the accuracy and results of work performed by unit employees; when the open work board and extra work board have been exhausted and it is not possible to attempt to find a bargaining unit volunteer or such attempt was unsuccessful; to fill in for emergencies that would endanger life or property; and in such other circumstances as mutually agreed to by TCAT and the Union.

Article 36 Miscellaneous

1. TCAT will assign available lockers to interested bargaining unit employees by seniority preference.

2. Uniforms

Bus Operators:

The observance of TCAT's uniform policy is vital to the preservation of our professional image in the eyes of the public and patrons. When reporting to work, operators shall present a neat and clean appearance and shall wear only the uniform which conforms to the specifications of TCAT.

Uniforms are to be kept clean and pressed presenting a neat, clean, professional image. When any item of the uniform shows signs of wear or damage, the employee must exchange the item for a new item.

Uniforms may be worn only in connection with TCAT employment, including commuting to and from work and incidental tasks and employees must return all uniform items to TCAT upon leaving TCAT employment.

Uniform oxford shirts must have all buttons securely attached. Shirts must be buttoned up to at least one button below the collar button. The collar button can be left open. Shirt tails must be tucked into the trousers or shorts. Shirt styles with a straight cut bottom, without tails, and does not go longer than 2 inches below the waistline, can be worn on the outside.

Bus operators that have been issued a uniform are not permitted to wear non-uniform clothing such as shirts, jackets, sweaters, hats, patches, pins, buttons, logos, stickers, advertisements, any marks or any other adornments of any kind not issued by TCAT, except one embroidered patch provided by the Union to the uniform supplier that is no larger than 3 inches in diameter and that contains only the Union logo and is sewn on the left sleeve of the oxford shirt. The right sleeve will be reserved for recognition awards from the TCAT Safety Program.

All bus operators are required to report for duty in a regulation uniform supplied by TCAT or is approved by TCAT and the uniform committee. Whenever the TCAT uniform is worn, it must be worn properly and as a complete set. All operators will be required to be in full uniform while performing their duties, including the operation of TCAT vehicles in and out of service and while on paid time.

Below is a listing of acceptable uniform items:

When "Daylight Savings Time" ends until "Daylight Savings Time" begins.

1. Shirts supplied by TCAT: 6 blue oxford shirts (any combination of long or short sleeved, at the bus operator's option).
2. Slacks supplied by TCAT: 6 pairs navy blue work pants (any combination of long pants or shorts, at the bus operator's option). Shorts can be worn as a summer option described later in this policy.
3. Sweaters supplied by TCAT: Navy Blue (up to 2 at the bus operator's request)
4. Vests supplied by TCAT: Navy Blue, 1 vest by request.
5. Jackets supplied by TCAT: Navy blue 1 spring/fall jacket, 1 winter jacket by request.

6. Shoes: \$100 received from TCAT: Acceptable footwear is solid black, brown or dark in color. Shoes must provide safe footing to operate the accelerator and brake pedals and assist passengers. Heels shall be not less than 1 ½ inches wide, and must be either a boot, a tie shoe/sneaker, or a loafer style shoe that fits securely on the foot. Footwear with exposed heels or toes is not permitted. Footwear must present a well maintained appearance. Shoe laces must conform to the style of the shoe. Bus operators will receive \$100 per calendar year for footwear, payable at the beginning of the year or upon hire for new employees. The employee must be working to receive his/her shoe allowance. If the employee is not working, he/she shall receive his/her shoe allowance when he/she returns to work.
7. Hats optional, supplied by TCAT: 1 cap, 1 winter knit hat by request.
8. Visors optional, supplied by TCAT: 1 visor by request.
9. Suspenders optional, supplied by TCAT: Navy Blue by request.
10. Socks: Solid colors with no designs. Provided by the bus operator.
11. Turtlenecks or mock turtlenecks optional: White, navy blue, light blue or red with no designs or prints, provided by the bus operator.

When “Daylight Savings Time” begins until “Daylight Savings Time” ends.

Any garments shown above in 1 – 11 can be worn. Listed below are additional items that are acceptable as a summer option:

1. Shorts supplied by TCAT: description of selections available shown in item #2 above.
2. Polo shirts optional, supplied by TCAT: 2 polo shirts will be supplied by TCAT each year. Previous styles and colors of polo shirts that have been provided by TCAT are acceptable as long as the shirts are still presentable. Polo shirts that are faded, damaged or look too worn to give a professional look will not be considered as acceptable. Polo shirts will not be eligible for exchanging when they are no longer presentable.
Polo shirts can be worn on the outside as long as the bottom does not go longer than 2 inches below the waistline.
3. Solid white sneakers can be worn only when wearing shorts. Socks and shoe laces must be solid in color with no prints or designs. Optional, provided by the bus operator.

Maintenance Department

New maintenance employees will be issued twelve (12) work shirts, twelve (12) trousers and two (2) uniform work jackets every two (2) weeks. Employees may substitute coveralls on a one-to-one basis with a shirt and trouser combination. One winter jacket and one rain jacket will be provided upon request and replaced as necessary.

Maintenance department footwear shall be OSHA-approved, protective toe footwear. TCAT will reimburse mechanics up to \$150 per calendar year. If the mechanic purchases footwear that is less than \$150, then the mechanic can purchase a second pair of footwear with the remaining amount of allowance and will be responsible for any difference owed.

Mechanics will be allowed ten (10) minutes to clean up and change during the last ten (10) minutes of their shifts.

3. TCAT will continue to provide a break room and coffee, tea, water, hot chocolate, two (2) computers, internet access, cable television, microwave, refrigerator, over-the-counter medications and first aid, furniture and personal hygiene items per the current practice level. Any deviation from this practice must be mutually agreeable to TCAT and the Union. TCAT will allow direct access to outside break areas from the break room. The door that provides such direct access will be locked at all times and shall not be propped or held open; all employees will be provided with a key.

4. Mechanics will receive the following amounts within the first week of each quarter for the purchase or replacement of personal tools: \$125/quarter in 2009; \$137.50/quarter in 2010; and \$150/quarter in 2011. TCAT will replace personal tools broken or lost in the course of their TCAT employment. OSHA-approved safety glasses will be provided.

5. All required commercial driver's license fees and physicals required by TCAT or by law will be paid by TCAT. New employees will be reimbursed for the cost of driver's license fees upon successful completion of their probationary period. TCAT will notify employees of their periodic physical examinations. The employee shall use either an occupational medicine physician at Cayuga Medical Center's Convenient Care Center or at Guthrie Clinic's Ithaca office, or an occupational medicine physician selected by TCAT. Upon request, employees will receive a copy of the examiner's report and 49 C.F.R. Section 391.41, titled "Physical Qualifications for Drivers." If the employee fails the exam, he/she may submit, at his/her own expense, to an examination by a physician of his/her choice. TCAT will be informed in advance of the employee's intention. If the second physician contradicts the first physician, the Union and TCAT will mutually select a third physician to conduct a final examination. The decision of the third physician shall be binding upon the employee and TCAT. The cost of the third physician shall be paid by TCAT if the employee passes the re-examination, and by the employee if the employee fails the re-examination.

Employees who are scheduled for required physical examinations or re-examinations at a time when they are not scheduled to work will be considered as earning time worked for the time expended in traveling to and from the examination, as well as the examination itself. For a six (6) month trial period beginning upon contract ratification, employees may be scheduled for required

physicals during their regularly scheduled work day at their option and will suffer no loss in time. Upon expiration of the trial period, TCAT and Union will discuss the trial at a Labor/Management Committee meeting and decide whether to extend the employee's option for the scheduling of physical examinations during work time for a further period of time or on a permanent basis.

6. Voluntary short-term run exchange

When circumstances dictate, bus operators holding regular runs or non-drivers may exchange regular runs or work assignments of equal hours within the same calendar week for a period not to exceed one (1) calendar week, subject to the approval of TCAT and the Union.

7. Charges, Convictions and Loss of Commercial Driver's License

Employees shall immediately notify TCAT of any criminal charges or convictions, of any moving violation charges or convictions, and of any suspension or revocation of their commercial driver's license. When an employee's commercial driver's license is suspended or revoked, he/she may be granted an unpaid leave of absence of up to twelve (12) months, as determined by TCAT. Should the employee return from the leave, the operator must re-qualify with TCAT and be retrained if necessary. The employee will pay both the employer's and employee's shares of benefit plan premiums during any such leaves of absence if he/she wishes to continue coverage.

8. Free Transportation

All current bargaining unit employees and all TCAT retired employees will be given free transportation on all regular scheduled runs operated by TCAT. Passes for employees, retirees, employees' and retirees' spouses or domestic partners, and dependent children under nineteen (19) years of age living at home will be issued, good for free transportation. Any misuse or loan of a pass will be cause for TCAT to demand surrender of same. Employees discharged or resigning from TCAT must return all passes issued to them and their family members and will be charged \$50 for each pass not returned to TCAT. There will be a \$20 charge to replace lost passes. Worn passes will be replaced upon return to TCAT. Employees using free passes should not occupy seats to the exclusion of paid passengers.

9. The Union-provided logo (16") will be displayed on the TCAT lawn sign on Willow Avenue.

10. Personnel Files

TCAT shall maintain the official personnel file, including but not limited to financial records and discipline records for each employee. TCAT shall use personnel files for TCAT-related activities only. Information from the personnel files shall not be made available to anyone outside TCAT (except for TCAT's outside labor relations consultants, accountants and attorneys) and shall be held in the strictest confidence unless the employee grants written permission, or TCAT is required by law or subpoena to disclose the information, or the information in an employee's personnel file is requested by the Union (including UAW International Representatives, Union attorneys or Union retained-attorneys) for representation purposes in the processing of a grievance or potential grievance.

An employee may arrange to examine materials in his/her personnel file in the presence of a TCAT representative by making an appointment through TCAT's Human Resource Manager,

which will be accommodated at the earliest possible opportunity. An employee shall not remove any materials from his/her personnel file.

11. Cameras on Buses

TCAT and the UAW agree that the use of the security cameras on the buses and in the facility is for the primary purpose of safety and security of our employees, passengers, and members of the public.

TCAT agrees not to review the tapes initially to detect alleged disciplinary violations of TCAT employees. However, both TCAT and the UAW reserve the right to view the tapes in response to complaints or other notifications of any alleged disciplinary violation and use the tapes as evidence in those situations as set forth below.

TCAT and the UAW agree that tapes showing any alleged disciplinary violation shall be initially viewed jointly by a member of management and a UAW representative before it may be used as the basis for any disciplinary action against any bargaining unit employee. However, TCAT may have an employee not involved in the investigation process the tape independently for the sole purpose of preservation. Periodically, at the request of the Union, the cameras may be checked by the General Manager or designee and the Unit Chairperson or Vice Chairperson.

Article 37

Duration

Subject to the provisions hereunder, the terms and conditions of this Agreement shall remain in effect without modification or change until midnight September 11, 2011, and thereafter for additional periods of one (1) year unless TCAT or the Union gives notice in writing sixty (60) days prior to September 11, 2011, and sixty (60) days prior to September 11 of any subsequent year during the life of this Agreement of its desire to amend or terminate this Agreement. If any such notice is given, the parties shall meet not later than thirty (30) days prior to the termination of this Agreement for the purpose of negotiating the terms of a new Agreement.

TOMPKINS CONSOLIDATED AREA TRANSIT, INC.

Date: _____ By: _____
Richard McDaniel, Board Chair

Date: _____ By: _____
Joseph Turcotte, General Manager

Date: _____ By: _____
Alice Eccleston, TCAT Negotiation Team

Date: _____ By: _____
Henrik N. Dullea, TCAT Negotiation Team

Date: _____ By: _____
Susan H. Brock, TCAT Negotiation Team

**INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA**

Date: _____ By: _____
Michael Allen, International Representative

UAW LOCAL UNION 2300

Date: _____ By: _____
Terry Sharpe, President

Date: _____

By: _____
John Basile, TCAT Unit Chairperson

Date: _____

By: _____
Glenn Sharshon, TCAT Unit Vice Chairperson

Date: _____

By: _____
Eric Evans, UAW Negotiation Team

Date: _____

By: _____
Michael Wendlowsky, UAW Negotiation Team

MEMORANDUM OF UNDERSTANDING A HEALTH CARE INSURANCE COST OFFSET

Employees who are still eligible for Cornell Health Care insurance upon their retirement from Cornell, may use accrued Cornell sick leave to offset the cost of the Cornell-provided Health Insurance. In addition, these employees may, upon retirement from TCAT, use accrued TCAT sick leave to offset the cost of the Cornell-provided Health Insurance.

MEMORANDUM OF UNDERSTANDING B DISCIPLINE

The parties agree that tire damage shall not be considered an accident or collision for the purposes of Article 27 (Discipline).

MEMORANDUM OF UNDERSTANDING C OPEN WORK ASSIGNMENT BOARD PROCESS EXTRA WORK

I. Open Work Assignment Board

Open work is defined as:

Any scheduled work that is vacant due to short-term absence, such as:

- Vacation
- Sick
- Disability leave
- Suspension/termination
- Emergency coverage
- Special events

Open Work Assignment Board positions are held by regular, full-time bus operators who bid this assignment. Bus operators may work up to 15 hours per day as allowable by NYS Law. Bus operators are listed in order of seniority on the first day the board is in operation.

How it works:

- Each day by 1000 hours, the supervisor will review known open work assignments for the next day.
- The open work assignment board assignments shall be posted by 1200 hours for the following day, along with the completed rotation list for the previous day. In the event the open work board assignments sheet is taken down after the 1200 hours for revisions, the open work board bus operator should inquire at Dispatch if his/her work assignment has

changed. When Dispatch re-posts the modified open work board schedule it will be clearly marked as "Re-posted".

- On a rotational basis, starting with the most senior bus operator, runs are assigned in order of run departure times, e.g. the top seniority bus operator is assigned to the first open run to leave the transit center. Open Work Board bus operators will receive run assignment sheets that include pre-trip indicated for his/her assigned run.
- Work continues to be assigned in descending order of seniority until all runs are filled.
- Standby work will be scheduled in blocks of four hours on a rotational basis. An operator's schedule will not be changed in order to avoid the payment of overtime. If two (2) or more people assigned on standby are present at the same time and work becomes available, the work shall be assigned on a seniority basis with the most senior person able to decline the work. If a piece of work comes available after the Open Work Board bus operator has left work from a standby shift, the piece of work will be first offered to that bus operator for consideration. It is not mandatory that the bus operator return to work to do the piece of work.
- Any open work not assigned to an open work assignment board bus operator shall be filled as extra work (see section II).
- Open work assignment board bus operators must accept the piece of work which is assigned to them according to this process.
- In the event that the open work assignment board bus operator next in sequence has not had sufficient time off duty since his/her previous assignment, that bus operator will be assigned to the next available piece of work once he/she is available to work.
- If an open work assignment board bus operator reaches 40 hours during a scheduled work day, he/she will be expected to complete the shift on that day. The Open Work Board bus operator is expected to fulfill the workweek assigned meaning work 5 days even if the bus operator has worked 40 hours in less than 5 days.

When a run assignment is assigned to an Open Work Board bus operator and the run assignment is changed for any reason, the Dispatcher must speak directly to the bus operator about the change. The Dispatcher will not call the bus operator after 8:00 PM with any changes to his/her assignment.

In the event the Open Work Board bus operator is too fatigued to continue his/her run assignment or piece of work after they have worked forty (40) or more hours in a work week, then the bus operator must notify Dispatch immediately to re-assign work. If the bus operator leaves fatigued, then the bus operator will be charged for an absence as per Article 33 - Attendance Policy.

II. Extra Work

Extra work is defined as any scheduled service or special event service or other open work that has not been filled by the open work assignment board bus operators. Any person desiring extra work must sign the extra work list. The extra work list will be posted for sign-up on each Wednesday and will cover the one-week period from Sunday through Saturday of the next week. Work will be assigned on the extra work list as follows except in the case of emergency work (see section III):

1. Regular bus operators who have signed up for extra work in order of seniority.
2. Casual bus operators.

When scheduling an open run assignment, the run assignment can be split into two pieces of work, 1) piece of work before the scheduled lunch period, 2) piece of work after the scheduled lunch period. For run assignments that begin after 2:30 PM, the Dispatcher will attempt to fill the entire run assignment. If the Dispatcher is unable to fill the entire run assignment, then the Dispatcher will split up the run assignment into pieces of work.

Bus operators who sign the extra work list are stating that they will be available for extra work as they have indicated during the one week period. To be considered for a piece of work, an employee must be available for the entire period of time for which they are needed. Bus operators may remove their name from the extra work list for a particular day by notifying the dispatch office at least four days in advance of the day on which they indicated they would be available.

Bus operators who sign the extra work list will have one hour from the time they are called by the dispatch office to indicate whether they will accept the assignment, after which the dispatcher will proceed to the next bus operator on the extra work list for that day; however, in the event that there is less than 24 hours between the time of the call from the dispatch office and the time of the assignment, the dispatcher will immediately go to the next bus operator on the list when the bus operator cannot be contacted.

If bus operators who sign the extra work list refuse a work assignment that falls within the hours they have indicated they are available, or if they make themselves unavailable for an assignment with less than four days notice to the dispatch office and cannot provide proof that this occurrence was due to circumstances beyond their control, they shall be removed from extra work for a seven-day period.

When the extra board bus operator receives a piece of work, Dispatch will provide the bus operator with the run assignment sheet that includes pre-trip indicated for his/her assigned run.

When scheduling an Extra Work Board bus operator for a Standby shift, the employee who is signed up on the Extra Work Board sheet for the longest period of time will be scheduled for the piece of work.

III. Emergency work

Emergency work is defined as any work which was vacated by the regularly assigned operator less than 18 hours in advance of the day on which the work occurs. Emergency work shall first be assigned to any qualified open work board bus operator.

IV. Required work

If it becomes necessary to require bus operators to work, the order of call in shall be:

1. Open work assignment board bus operators in inverse order of seniority.
2. Regular bus operators in inverse order of seniority.

V. Holddowns of vacated shifts

A vacancy is defined as a bid shift which has been vacated because of sickness, injury, leave of absence, suspension, termination from service, vacation or assignment to any other type of duty by TCAT.

Holddown is defined as the filling of a vacated shift on a semi-permanent basis by a single open work assignment board bus operator. Holddowns will be scheduled as follows:

- The vacated shift is at least a full work week.
- Any known vacancy of a full work week or longer will be posted for holddown bid for 48 hours, excluding Saturdays, Sundays or holidays. The Dispatcher will speak directly to each Open Work Board bus operator in order of seniority if he/she is interested in the hold-down run assignment.
- Only full time open work assignment board bus operators may bid for holddowns.
- The shift will be filled after completion of bidding by seniority on the open work board, and will go into effect the following Sunday.
- In the event an open work board bus operator does not bid the shift, it will be assigned to an open work board bus operator in order of inverse seniority.
- The open work assignment board bus operator working holddown will assume the hours and days of the vacated shift.
- The holddown shall remain in effect until the regular bid bus operator returns to work or until the next bid occurs.
- All vacated shifts less than a full work week shall be worked from the open work assignment board.

TABLE A

Wage Schedule: January 2009, January 2010 and January 2011

Title	CURRENT			YEAR 1 - January 2009		
	Less than	Hired After	Hired Prior	Less than	Hired After	Hired Prior
	One Year	July 1, 1994	June 30, 1994	One Year	July 1, 1994	June 30, 1994
Bus Handler	13.81	15.02	17.63	14.40	15.66	18.38
Bus Operator	15.68	16.29	19.05	16.35	16.98	19.86
Facility Maint. Mechanic	17.82	18.42	21.46	18.58	19.20	22.37
App Mechanic	17.02	17.73	20.62	17.74	18.48	21.50
Mechanic I	17.82	18.42	21.46	18.58	19.20	22.37
Mechanic II - Lead	18.51	19.13	22.33	19.30	19.94	23.28
Mechanic II - Foreman	19.25	19.87	23.22	20.07	20.71	24.21

Title	YEAR 1			YEAR 2 - January 2010		
	Less than	Hired After	Hired Prior	Less than	Hired After	Hired Prior
	One Year	July 1, 1994	June 30, 1994	One Year	July 1, 1994	June 30, 1994
Bus Handler	14.40	15.66	18.38	15.01	16.32	19.16
Bus Operator	16.35	16.98	19.86	17.04	17.70	20.70
Facility Maint. Mechanic	18.58	19.20	22.37	19.37	20.02	23.32
App Mechanic	17.74	18.48	21.50	18.50	19.27	22.41
Mechanic I	18.58	19.20	22.37	19.37	20.02	23.32
Mechanic II - Lead	19.30	19.94	23.28	20.12	20.79	24.27
Mechanic II - Foreman	20.07	20.71	24.21	20.92	21.59	25.24

Title	YEAR 2			YEAR 3 - January 2011		
	Less than	Hired After	Hired Prior	Less than	Hired After	Hired Prior
	One Year	July 1, 1994	June 30, 1994	One Year	July 1, 1994	June 30, 1994
Bus Handler	15.01	16.32	19.16	15.65	17.02	19.97
Bus Operator	17.04	17.70	20.70	17.77	18.46	21.58
Facility Maint. Mechanic	19.37	20.02	23.32	20.19	20.87	24.31
App Mechanic	18.50	19.27	22.41	19.28	20.09	23.36
Mechanic I	19.37	20.02	23.32	20.19	20.87	24.31
Mechanic II - Lead	20.12	20.79	24.27	20.97	21.67	25.30
Mechanic II - Foreman	20.92	21.59	25.24	21.81	22.51	26.31