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AGREEMENTS

between

**CNY CENTRO, INC.
CENTRO OF OSWEGO, INC.
CENTRO OF CAYUGA, INC.**

and

**AMALGAMATED
TRANSIT UNION**

Division 580
Syracuse, New York

Effective: November 1, 2002

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

375

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AGREEMENT

AGREEMENT entered on this _____, by and between CNY Centro, Inc.; Centro of Oswego, Inc.; and Centro of Cayuga, Inc.; hereinafter referred to as the Employer; and the Amalgamated Transit Union, Local Division 580; hereinafter referred to as the Union. The term of this Agreement will be effective for four years, from November 1, 2002 to October 31, 2006.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

The term "employees" as it appears in this contract shall mean members of the Bargaining Unit or members of the Union, whichever is applicable.

Conformity to law: This Agreement and its component provisions are subordinate to any present or future Federal or New York laws and regulations. If an Federal or New York law or regulations, or final decisions of any Federal or New York court of administrative agency, affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulations or decisions, but otherwise this Agreement will not be affected.

NON-DISCRIMINATION: Both parties agree not to discriminate against any employees or applicant for employment because of race, creed, sex, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference to, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation and selection of training or retraining including apprenticeship and on-the-job training.

ARTICLE I.

UNION RECOGNITION

- 1.01 It is agreed and understood that the Executive Director or his representative will meet with the representatives of the Union on working conditions, wages, pensions, and welfare.
- 1.02 Union representatives called away from their regular work by the employer for the purpose of transacting Union business shall be paid by the Employer at their regular hourly rates for their time necessarily lost from work in the transaction of such business. This will not apply to time lost during regular contract negotiations.
- 1.03 The Employer agrees to deduct Union dues and initiation fees when employees furnish proper authorization forms. In the event a member of the Union or an employee paying the Agency Fee is in arrears more than one month for any of the above, the Financial Secretary shall notify the Payroll Department to deduct the full amount due in payments not to exceed 10 percent of gross pay.
- 1.04 The Employer agrees to send monthly, to the Financial Secretary of the Union, a list of all new employees in the bargaining unit including names, addresses, social security numbers, phone numbers, dates of birth, and dates qualified.
- 1.05 When an employee is taken out of service, a member of the Executive Board shall be notified within a twenty-four (24) hour period. Notification may be made in person by telephone (or telephone answering machine), in writing, or by facsimile machine, in that order.
- 1.06 The Employer shall notify the Business Agent in writing upon termination of any of its employees. This notice shall state the reason for termination. If the employee resigned, a copy of the resignation letter will be forwarded to the Union.

ARTICLE II.
GRIEVANCES

2.01 Purpose

- (a) The Employer agrees to meet with the proper accredited officers and committees of the Union on all grievances that may arise.
- (b) It is the intention of the Employer and the Union that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Informal settlements at any stage of the procedure prior to arbitration shall bind the immediate parties to the settlement but shall not be a precedent in a future grievance proceeding.
- (c) The Union agrees to meet with proper accredited officers and committees of the Employer on all grievances that may arise.

2.02 Definitions

- (a) A "grievance" is any alleged violation of this Agreement by either party or any dispute with respect to its meaning or application.
- (b) A "grievant" is an employee or group of employees, the Union, or the Employer who submits a grievance.
- (c) A "day" for the purposes of this grievance procedure is any day Monday through Friday, unless otherwise noted.

2.03 Submission

- (a) Before submission of a written grievance, the grievant will attempt to resolve the grievance informally with his/her departmental supervisor in the case of an employee or group of employees or the Union, or with the case of an employee or group of employees or the Union in the case of the Employer, within 15 business days of the date of occurrence of the event over which the grievance arises.
- (b) If one of the two parties is not available for this meeting, an appointment for this meeting will be made within the stated 15 business days.

2.04 If this informal settlement fails, a grievance shall be submitted by the grievant in writing within the aforementioned 15 business days after the grievant receives actual or constructive notice of the event which the grievance arises, or consistent with 2.03(a) above.

Grievances shall be submitted only on a form approved by the Union and the Company. Any grievance not so submitted shall not be considered valid.

2.05 The grievance shall set forth:

- (a) The name of the grievant.
- (b) The provision(s) of the Agreement deemed breached if it exists in the contract and if it doesn't exist, a written reason for the dispute.
- (c) The time when, and the place where the alleged events or conditions constituting the grievance took place.
- (d) If known, the identity of the person responsible for causing such event or condition.
- (e) A general description of the grievance.
- (f) The remedy sought by the grievant.

2.06 A grievance which is not submitted within the time period referred to in paragraph 2.04 above shall be waived by the grievant and may not thereafter be the subject of a grievance or the grievance procedure.

- 2.07
- (a) The departmental supervisor or Employee/Union Business Agent who receives the first submission of a written grievance shall answer, in writing, to each such grievance within 10 calendar days after its receipt.
 - (b) If the grievance is not settled by the written answer of the departmental supervisor or the Employee/Union Business Agent, in (a) above, the grievant may, within 10 calendar days of receipt of the written answer in (a) above, resubmit the grievance to the Grievance Review Board (GRB).

The GRB shall function as follows:

- (1) Membership on the GRB shall consist of five individuals: two appointed by the Union, two appointed by the Company, and a mediator from the Federal Mediation and Conciliation Service (for whose services there shall be no charge to either the Union or the Company).
- (2) The grievant, if a bargaining unit employee, group of bargaining unit employees or the Union, shall be represented by a Union Executive Board Member of their choice. If the employee does

not select a specific Union Executive Board Member as his or her representative, the Union Executive Board at its discretion shall appoint a Union Executive Board Member to represent them. Neither the Union, the Grievant nor the Employer shall be represented by an attorney or any other party.

- (3) The GRB shall meet within 30 calendar days from the date either party receives written notice of intent to advance a grievance to the GRB based upon availability of all parties.
- (4) GRB decisions shall be binding on all parties; the board shall not have any authority to add to, delete from, or in any way alter the collective bargaining agreement.
- (5) Grievances shall be brought before the GRB only through the following actions:
 - (a) If the response by the Company to a first-step grievance is not acceptable to the grievant, the grievance may be forwarded to the GRB for review.
 - (b) Prior to submittal, grievances must be endorsed in writing by the Union Executive Board.

2.08 In cases where the grievance involves the discharge of an employee, or a violation of the Company's substance abuse policy, the following process will be in effect after 2.07(a) above:

- (a) If the grievance is not settled by the written answer of the departmental supervisor or the Employee/Union Business Agent, in (a) above, the grievant may, within 10 calendar days of receipt of the written answer in (a) above, resubmit the grievance to the Senior Vice President, in the case of an employee or group of employees or Union, or to the Union Business Agent, in the case of the Employer, for a meeting to discuss the grievance.
 - (1) The Senior Vice President or his designee, or, the Union Business Agent, shall meet with the grievant within 10 calendar days of receipt of the request.
 - (2) At the meeting, the grievant in the case of an employee or group of employees, may also be accompanied by a Union

representative or, in the case of the Employer, or Union, the Senior Vice President or his designee shall attend.

- (3) If the grievance is not settled by mutual agreement at the meeting, the Senior Vice President or his designee, in the case of an employee or group of employees, or the Union representative, in the case of the Employer, shall give his answer orally at that time to be confirmed in writing upon request; or, in the alternative, may submit his written answer within 10 calendar days after completion of the meeting.
- (b) If the grievance is not settled by the answer of the Senior Vice President or his designee, or the Union representative, in 2.08(a)(3), the grievant, through the Union, may take the matter to arbitration in accordance with this paragraph. The Union or Employer shall service within 20 calendar days of the receipt of the answer in 2.08(a)(3) or the expiration of 20 calendar days in the absence of such an answer in 2.08(a)(3), a notice to proceed to arbitration to be sent to the Senior Vice President or Union Business Agent respectively, which notice shall contain its designated Arbitrator within 10 calendar days of receipt of such notice. The two designated Arbitrators shall meet on two days for the purpose of attempting to resolve the grievance, such meetings to be completed within 10 calendar days of the appointment of the last designated Arbitrator. The parties may have up to three additional meetings upon mutual consent. If the two Arbitrators are unable to resolve the grievance during these sessions and a panel of Arbitrators has not been previously requested from the Federal Mediation and Conciliation Service, such request for a panel shall be made.
- (1) The Arbitrators shall have no power or authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement.
 - (2) The decision of the neutral Arbitrator shall be final and binding upon the parties.
 - (3) The expense of the Arbitration Board shall be borne as follows: The Company and Union shall each bear the expense of its own Arbitrator and equally share the fees and expenses as are necessary to successfully carry forth the arbitration.
 - (4) Notwithstanding the above, the Union or Employer may request a panel of Arbitrators from the Federal Mediation and Conciliation Service at the completion, of 2.08(a)(3). The parties, absent

agreement, shall submit their Arbitrators' selections to the Federal Mediation and Conciliation Service within 10 calendar days of receipt of the aforementioned Arbitration panel from Federal Mediation and Conciliation Service. The request for a panel shall be initiated by the aggrieved party not later than sixty (60) days following the original issuance of notice to proceed to arbitration.

2.09 In the event that a mediator can not be made available as outlined in 2.07(b)(1) above, the grievance process, following 2.07(a), will revert to the procedure defined in Article 2.08.

2.10 Withdrawal

Nothing in this grievance procedure shall prevent a grievant on his or her own volition from withdrawing a grievance at any stage of the procedure up to and including the completion of 2.07 and the selection by the parties of their designated Arbitrators in 2.08.

2.11 All written grievances, answers and responses between the parties in this procedure shall be in reasonable compliance with this grievance procedure.

2.12 Lockout, Strikes, Etc.

The Employer and the Union agree that upon conforming to this grievance procedure and upon conforming to the terms of this Agreement and/or any decision rendered by an Arbitration Board in accordance herewith, there shall be no lockout on the part of the Employer, and the Union agrees that there shall be no strikes, walkouts, or stoppage or slowdown of work.

2.13 Upon request of the employee, or the Union on behalf of the employee, that is related to an existing grievance, the employer will furnish the Employee and the Union copies of said employee's service and medical records.

ARTICLE III

CHARGE

3.01 Definition of a Charge

For the purpose of this agreement, a charge shall be defined as a statement of alleged rule violation, preventable accident or other act of misconduct put forth by the Employer against an employee or employees. Such an allegation could

result in a disciplinary action, including but not limited to: instruction, warning, suspension, time served at the bottom of the list, probation, discharge and/or other monetary penalty.

- 3.02
- (a) All charges must be filed within fifteen (15) business days from the date the Employer became aware of the cause that precipitated that charge(s). In cases where the Company can substantiate the need for additional time to investigate a particular charge, the Employer may file said charge within thirty (30) business days. Business days shall mean Monday through Friday except legal holidays. Substantiation for anything beyond 15 business days shall be provided to the Union in writing within two (2) business days of the charge having been made.
 - (b) A charge shall be considered filed when notice is given by the Employer in any one of the following ways:
 - (1) An employee receives verbal or written notice to see the official in charge regarding a charge. Verbal notices shall be followed up by written notices within 5 business days.
 - (2) The Union receives verbal or written notice that an employee is to see the official in charge regarding a charge. Verbal notice shall be followed up by written notice on the next business day.
 - (c) Any charge which is not filed in accordance with the time periods in (a) above will be waived by the Employer and may not thereafter be subject to disciplinary action. It is understood that any time limits may be waived by mutual agreement.
 - (d) In cases where an employee is summoned to answer a charge, a copy denoting the nature of the charge shall be forwarded to the Union. Said copy shall be forwarded to the Union prior to any meetings regarding alleged charge(s) that may involve time off or removal from service.

3.03 Summons of an Employee to Answer a Charge:

- (a) An official in charge shall normally be available to meet with members of the bargaining unit who have been summoned to answer a charge between the hours of 8:15 A.M. and 11:30 A.M. and between 1:30 P.M. to 4:30 P.M. Monday through Friday (except holidays).
- (b) When summoned for a meeting regarding a possible charge, an employee shall meet with the official in charge as soon as possible, not to

exceed a period of five (5) working days from the issuance of written notice.

- (c) No employee will be called to answer charges on his or her day off unless mutually agreed upon by the employee, the Employer, and the Union, with no compensation to the employee being involved.
- (d) Vacation days, floating holidays, book days, or any other days of excused absence shall not be counted toward the five working day period in (b) above.
- (e) in the event an employee has made every reasonable effort to comply with (b) above, during which time period the official in charge has been unavailable, the employee may log his or her name in a log book to be provided by the Employer.

3.04 Suspension/Removal From Service:

- (a) In the event of a serious or repeated rule violation, and a substantiated investigation of same, an employee may be suspended for a period not to exceed two (2) business days (Monday through Friday). No further discipline or suspension will be imposed upon the employee until a hearing has been held between the employee, the Employer, and a Union representative.
- (b) In the event of serious or repeated accident, an employee may be withheld from service while an investigation is completed. Such investigation shall be completed within a reasonable time.

3.05 Hearings Between Employee/Employer/Union

- (a) Prior to a hearing with the Employer, the employee will be made aware of the date and the nature of the alleged violation. Prior to any meeting regarding alleged charge(s) that may involve time off or removal from service, a copy of said charge(s) shall be forwarded to the Union.
 - (1) The employee will then be advised of his or her right to Union representation and asked if he or she requests that a Union official be present. The Company document relative to such hearing will reflect this fact.
 - (2) At the conclusion of any hearing in which disciplinary action is imposed, the employee will sign that part of the Personnel Report

which indicates whether a Union official was present, and will sign the appropriate line indicating receipt of a copy of the report.

- (b) An employee may, after hearing the charge, request adjournment of two (2) business days for the purpose of obtaining Union representation. This period may be extended by mutual agreement between the Employer and the Union.
- (c) At least twenty-four (24) hours prior to any hearings between the Employer and the employee, the outcome of which may result in termination, the Union will be given a copy of all pertinent evidence that the Employer intends to use at the hearing. Upon review of said evidence, the Union may request postponement of the hearing to prepare a defense, provided such an interval is of reasonable length.
- (d) An employee involved in a preventable accident will be required to appear before the official in charge, consistent with the provisions in Article 3.03. If the employee so desires, he or she will be represented at the hearing by a Union representative. After the hearing, the employee will receive a written statement regarding the preventability of the accident.
 - (1) If the employee disagrees with the determination of preventability, he/she will be informed of their right to appeal and will be given an Accident Appeal form upon request.

3.06 Accident Appeals Committee

The Accident Appeals Committee is made up of five (5) representatives, two (2) from the Employer, two (2) from the Union Executive Board, and one (1) impartial member who is not affiliated with either the Employer or the Union. The Chairperson of the committee is one of the Employer representatives, and the sole purpose of the chairperson's position is to schedule appeal times and provide documents relative to each appeal.

Decisions made to determine if an accident is preventable or non-preventable are final and cannot be grieved by either party.

- (a) At Accident/Safety Review Board Committee hearings, a driver may request to have present a representative to help him or her present information relative to the accident in question. At the option of the driver, the representative may be a Union official or any other individual of his or her choice. The process to be followed during meetings of the Accident/Safety Review Board is as follows:

- (1) Call to order by the chairperson.
- (2) Committee discussion of the appeals to be heard that day. (a copy of all reports are sent to the impartial member ahead of time so to allow them the opportunity to look them over prior to the meeting).
- (3) Interview individual operators appealing the initial decision of their accident being preventable.
- (4) Dismiss the operator. Then another brief discussion is held before a vote is taken for final decision on the accident. (appeals are normally scheduled every fifteen minutes, so each operator is allowed no more than ten minutes to describe what occurred the day of their accident).
- (5) Vote by secret ballot to determine outcome of the appeal. (A Union committee member will then advise the operators what the determination was after the meeting is over).

3.07 Discipline:

- (a) No disciplinary action shall be rendered, nor will charges be included in the employee's personnel file and/or record without a substantiated investigation.
- (b) For the purpose of imposing discipline or termination, review of the employee's record shall not exceed the past eighteen (18) months of work, unless mutually agreed upon, or unless this is not consistent with statutory laws.
- (c) The employee will be notified of the number of days he or she is to receive as discipline. The following working day shall be the day on which the employee begins his or her penalty at the bottom of the list of his or her suspension as a result of discipline. Days of discipline may be shifted with mutual consent of both parties. Operators serving time on the bottom of the extra list shall not be required to report more than twice each day, and shall receive his/her guarantee for the day. The time limits provided herein may be waived by the parties by mutual consent.

- (d) Bus operators receiving one or more days of discipline will have the choice of serving a suspension or time on the bottom of the list, except as follows.
- (e) When a bus operator is disciplined (suspension or day on the bottom) more than once in a twelve (12) month period, the employer shall have the choice of giving the employee suspension or time on the bottom.
- (e) The Employer reserves the right to discipline and/or terminate for excessive absenteeism. It is understood that this is subject to the grievance procedure.

Effective upon signing of this agreement, the disciplinary code of the Company's Policy on Attendance is amended to prescribe termination of employment following twelve (12) instances of absenteeism in a twelve (12) month period. For purposes of absentee control, all partial days of absence will be counted as one-half (1/2) day in determining the employee's absence record.

(1) Individual absences as a result of a work related injury/illness would not be counted if the injury/illness occurred within a twenty-four (24) month period prior to the date of the individual absence. Workers Compensation form C-8 will be used to determine date of illness or injury.

It is understood that any individual absence as a result of a work related injury/illness would be counted if the injury/illness occurred more than a twenty-four (24) month period prior to the individual absence. Workers Compensation form C-8 will be used to determine date of illness or injury.

- (g) When an employee's eighteen (18) month general record and/or general performance is not satisfactory to the Employer and the employee is entering a possible probationary period, the details of the case will be reviewed with the Union before disciplinary action is taken.
- (h) If an employee is suspended, and through subsequent investigation and/or hearings conducted by the Employer is found to be not guilty of the charge, the employee shall be reinstated without loss of benefits or seniority to his or her former position and paid for all time lost.
- (i) Anonymous complaints or reports shall not be entered in any Employee record, nor will anonymous complaints be considered in disciplinary action; however, it is understood an employee may be required to see the official in charge with respect to such complaints, or reports.

- (j) Phone calls not followed up by a substantiation of the caller's identity and charge will not form the sole basis for disciplinary action.
- (k) Company policy will be that a bus operator will not be terminated solely for having less than 6 miss-outs/late shows in an 18 month period.

It is understood that if a bus operator's total employment record indicates other types of rule violations in addition to miss-outs/late shows, termination may occur if an employee has less than 6 miss-outs/late shows.

ARTICLE IV

OFFICIALS FOR EMPLOYER AND UNION

- 4.01
 - (a) Employees in the Operations Department appointed to permanent full-time official positions with the Employer shall be allowed separation from such positions to take their former position with the Employer with full Union rights and Company benefits provided such separation occurs within six (6) months.
 - (b) Employees in the Mechanical Department who are appointed to non-bargaining positions shall be allowed upon separation from such positions to take their previous job classification provided such separation occurs within 60 days.
 - (c) Employees in the Operations Department, while working in temporary or part-time official positions with the Employer, will not be able to use vacations and floating holidays that were bid on through the bargaining unit selection process. While working in such a temporary position, the employee's vacations and floating holidays may be taken in accordance with management vacation and floating holiday schedules, subject to availability.
- 4.02 Employees appointed to any office in the Union, whereby their duties take them from their work with the Employer, shall be allowed upon separation from such office to take their former position with the Employer with full Union rights and Company benefits.
- 4.03 The right to return to previous jobs as set out in 4.01 and 4.02 above applies only to employees who are qualified to perform those jobs and who have not been separated because of misconduct.

- 4.04 The six (6) month time limit in 4.01(a) above applies only to employees who were appointed after November 1, 1998.
- 4.05 In the event an employee returning to the former position does not qualify because of changes in the type of equipment, the employee shall be afforded adequate time to requalify, for which the rate of said position will be paid.
- 4.06 However, in the event members of the Union are appointed to positions with the Employer which would be considered "Managerial or Confidential" positions under Section 214 of the Public Employees' Fair Employment Act, the Union members shall immediately, upon appointment to one of the above mentioned positions, surrender all Union rights and benefits. The Employer will provide a list of "Managerial or Confidential" positions to the Union, and changes thereof.
- 4.07 (a) Supervisory personnel will not be permitted to work in a job covered by this agreement unless mutually agreed upon by the Employer and the Union or in a justifiable emergency situation.
- (b) It is understood that all available employees will be used before a supervisory employee is used.
- (c) The Employer agrees to immediately notify the Union in these emergency situations and relieve the supervisory employee as soon as possible with a member of the bargaining unit.

ARTICLE V.

CARRIER DOME WORK

- 5.01 Bus operators working on the Carrier Dome Shuttle will be paid overtime for all time actually driving and straight time for all waiting time. In addition, operators will be supplied an entry pass to S.U. sponsored football and basketball games. It is understood that the Company will attempt to secure passes for drivers for other events. These passes are not to be sold or given away.
- 5.02 Operators working football charters will also be supplied entry passes. In the event any entry passes are not available due to action by S.U., the Company and the Union agree to reopen this issue for negotiation.

ARTICLE VI.

EMPLOYEE'S RECORDS

6.01 Employee Records:

- (a) The record maintained by the Employer for each member of the bargaining unit shall contain but not limited to the following:
 - (1) All charges brought by the Employer against the employee, including the date of occurrence and a description of the alleged violation.
 - (2) The written defense, written statement, or oral statement that the employee may wish to make in his or her defense of a charge.
 - (3) The disposition of all charges, including discipline, appeals, and grievances.
- (b) The record will show whether or not an accident is preventable. A copy of this will be given to the employee and the Union. If representatives of the Union or the employee do not agree with the decision of the Employer, the accident preventability may be forwarded to the Accident Appeals Committee for review. (Refer to section 3.06)
- (c) By appointment, the Employer will permit employees to review their employment records. A Union representative may attend if requested.

6.02 Notification to Employee and Union:

- (a) The Employer agrees to notify the employee and the Union in writing of the placing of anything "for" or "against" an employee in the service record. The Company will provide a form to convey this information.
- (b) In the event the Employer imposes discipline which would include time on the bottom, suspension, probation, or termination the Union thereafter will be given written or oral notice of such action prior to any discipline being rendered.

ARTICLE VII.

HUMAN RESOURCES MANAGEMENT DEPARTMENT

- 7.01 Employees of the Union summoned to the Human Resources Management Department of the Employer or as a witness in a lawsuit to which the Employer is a party shall be paid for the time consumed or, if taken from their regular work and not restored to their work shall receive their regular day's pay. If an employee is summoned on his or her day off to appear in a lawsuit to which the Employer is a party, he/she will be paid at the time and one-half rate for an eight (8) hour day.

ARTICLE VIII.

WAGES - COST OF LIVING FORMULA - PAY DAY

- 8.01 The parties agree that the cost-of-living ("C.O.L.A.") provision contained in our collective bargaining agreement on November 1, 1976, through October 31, 1978, shall continue in the collective bargaining agreements effective November 1, 1987, through October 31, 1988 and effective November 1, 1988 through October 31, 1991. There will be no C.O.L.A. payments made under said C.O.L.A. provision during the term of this contract. The Employer reserves the right to submit a proposal to modify or eliminate the C.O.L.A. provision at the expiration of this agreement.
- 8.02 The following rate changes will become effective during the term of this agreement:

Operations Department Bus Operator - Syracuse	
11-01-02	\$16.47
11-01-03	\$16.96
11-01-04	\$17.45
11-01-05	\$17.97

Retroactivity: All current employees will receive retroactivity, plus;

- (a) Those who retired during contract term.
- (b) Those brought back by agreement or by decision of arbitrator.

8.03 Pay Day:

- (a) Friday at 8:00 A.M. of each week shall be pay day for CNY Centro, Inc. (and as soon as possible after 8:00 A.M. for Centro of Oswego and Centro of Cayuga). The Employer will pay employees who cannot wait because of work schedule or days off their wages at the Cashier's window in advance, when such payment is approved by officials in charge of the department in which the employee is employed.
- (b) The Employer will pay employees scheduled to be off Friday on Thursday. The Employer will pay employee scheduled to be off Thursday and Friday on Wednesday after 5:00pm. The Employer will pay employees working after 10:00pm Thursday at the completion of their shift.
- (c) The Union agrees on behalf of all bargaining members that any and all overpayments or other such errors in compensation, benefits or otherwise shall be repaid at the rate it was overpaid or an adjustment of \$.25 per hour which ever is greater, upon adequate proof of said overpayment. It is further agreed that during such period, the employee's compensation shall be temporarily adjusted by the amount necessary to correct the error, not to be lower than the current minimum wage. After such adjustment, the employee's salary shall revert to the negotiated rate. Employees are responsible for the bringing instances of overpayment to the company's attention as soon as they become aware of it. The company agrees that nominal overpayments may go undiscovered for a period of time; it is not the intent of the company to impose discipline in these instances.

Should an overpayment occur it should be paid as follows:

1. If the underpayment amount is under \$25 the adjustment will be made the following pay period.
2. If the underpayment is over \$25 a separate check will be cut on Friday or the next business day and delivered as soon as possible, provided the Company is notified by 12:00pm noon on the day in question.

The Company agrees to specifically note, on bargaining unit checks, payments made on account of accident and incident reports, training, and student pay provisions.

8.04 Progression Rate - New Hires

(a) Operators hired after July 23, 1986

0	-	6	months	minus	\$3.00 from regular rate
6	-	12	months	minus	\$2.50 from regular rate
12	-	18	months	minus	\$2.00 from regular rate
18	-	24	months	minus	\$1.50 from regular rate
24	-	36	months	minus	\$1.00 from regular rate
36	-	42	months	minus	\$.75 from regular rate
42	-	48	months	minus	\$.50 from regular rate

after 48 months Top Rate

(b) Operators hired after July 1, 1997

0	-	6	months	minus	\$5.00 from top rate
6	-	12	months	minus	\$4.50 from top rate
12	-	18	months	minus	\$4.00 from top rate
18	-	24	months	minus	\$3.50 from top rate
24	-	30	months	minus	\$3.00 from top rate
30	-	36	months	minus	\$2.50 from top rate
36	-	42	months	minus	\$2.00 from top rate
42	-	48	months	minus	\$1.50 from top rate
48	-	54	months	minus	\$1.00 from top rate
54	-	60	months	minus	\$.50 from top rate

after 60 months Top Rate

- (c) All part-time operators hired after July 1, 1997 shall not exceed a pay rate of minus \$3.00 from top rate per the above scale. Upon movement to full-time status, any operator at the minus \$3.00 level will continue in accordance with the wage scale in 8.04(b).

ARTICLE IX.

VACATIONS - ALL EMPLOYEES

NOTE: For Vacation schedules, see individual department.

9.01 Service Requirements;

Employees will be eligible for vacation weeks on the basis of the following:

Years of Service	Vacation Weeks Available
after 23	5
after 14	4
after 6	3
after 2	2
after 1	1

9.02 The vacation schedule for all employees will start January 1 and must be completed by December 31.

9.03 Employees will receive their vacation pay before leaving on vacation if requested. Once prepaid vacation has been received, the employee cannot move the vacation week(s) associated with the payment more than twice. This includes current open vacation weeks and any future openings in the vacation schedule that may come up for bid.

9.04 Vacations

(a) An employee will be allowed to change his or her vacation in case of an emergency provided it is mutually agreed upon between the Union and the Employer.

(b) The selection of vacations will be in accordance with continuous seniority. Effective the January 1983 calendar year, the number of employees allowed on vacation will be a minimum of ten (10) each week.

Additional vacation slots will be given as follows:

On full weeks when the Syracuse B.O.E. closes - 5 additional

On full weeks when Syracuse University closes - 10 additional

Summer months (after June sign-up) - 21 additional

It is understood that the Employer has the right to vary the above schedule by 3 slots each week if necessary based on demands for service.

Exceptions to the above schedule are as follows:

State Fair week(s) - 10 vacation slots will be allowed

Thanksgiving week - 15 vacation slots will be allowed

New Years Week – 19 vacation slots will be allowed when the B.O.E. is off for the full week.

The Employer and the Union agree that if the contracts with the Syracuse B.O.E. and/or Syracuse University are canceled or adjusted, adjustments to the above vacation schedule will be negotiated.

During Thanksgiving week, Christmas week, New Years week and during the summer sign-up, up to 3 part-time operators will be allowed to perform any assigned work. Runs with the latest completion time will be filled first, then the latest shows will be filled except as 14.03(c)(2) applies. The start of late runs or late shows shall not commence before 1:00pm.

- (1) If holiday falls during employee's vacation, he or she will receive holiday pay in advance also.
- (2) Operations Department: When a holiday occurs during the vacation period selected by an employee, said employee may take a day off at a time designated by the supervisor within a two-week period following the vacation period, or such day off may be taken as a floating holiday subject to the following:
 - (a) The floating holiday can only be selected after the vacation period has been used.
 - (b) Selection of the floating holiday will be made only from available openings.
- (3) When vacation periods become open in the Operations Department, if there is more than one (1) slot open, an operator may sign the vacation

book. If there is only one slot open, it will be put up for bid for one week. If a slot is marked no bid it may be signed at any time. A copy of the bid sheets will be given to the Union, plus a copy of the bid winners upon request.

- (4) Vacation allowance for all regular operators will be on the basis of what their run pays at the time they take their vacation. Vacation allowance for garage and maintenance employees shall be on the basis of forty (40) hours per week at their regular hourly rate including night bonus, if applicable. Extra operators' vacation allowance will be on the basis of forty-five (45) hours per week at the regular hourly rate.

(c) Vacations - Mechanical Department

- (1) The selection of vacation in the garages, shops, and Maintenance Departments shall be in accordance with both continuous departmental seniority and the following separate sign-up schedules and provisions:

Department	Number of Employees Off Each Week
First Shift	4
Body Shop	2
Cleaners	1
Second Shift	1
Third Shift	1
Building Maintenance	1

- (2) For any employee who has a holiday that falls on a Saturday or during his or her vacation, such employee will be permitted to take a day off in the week previous to or following his/her vacation or another time agreeable to both parties.
- (3) In accordance with the foregoing schedule, not less than a total of ten (10) employees in the Mechanical Department will be off on vacation in any given week, except that a department supervisor may let off an additional employee in certain situations. It is understood, however, that not more than a total of five (5) employees are to be off the week before "State Fair Week" and no floating holidays are to be taken that same week, unless agreed to by the Employer. No Boardperson will be allowed off during "State Fair Week".
- (4) When vacation periods become open in the Mechanical Department, they shall be bid on to the extent of one movement per vacancy. Copies of the original bid sheet when posted will be made available to the Union.

Also, the name(s) of the bid winners will be made available to the Union upon request.

- (5) Garage employees may work during their vacation period if mutually agreed upon between the employee, Employer, and the Union. Employees will be paid their straight time rate up to 40 hours and their overtime rate after 40 hours.

9.05 The Employer agrees to notify the Union of any changes in the original vacation schedules.

9.06 The following hours must be worked for an employee to earn one (1) full year of credit:

Operations Department - 2,000 pay hours
Maintenance Department - 1,850 pay hours

For the computation of hours, the time incurred in the following will be included:

1. Vacations
2. Holidays
3. Military Leave - Up to the maximum of the law
4. Union Business - (All time lost from work hours)
5. Jury Duty
6. Funeral Leave
7. Absences due to work-related illness or injury, up to a maximum of 1,000 hours per injury or illness.

If an employee returns to work and then goes back out due to work-related injury within 6 months of their return to work, they will be allowed to draw upon the balance of the credit hours as stated in 9.06(7) and 12.02(7), if any. If an employee returns to work and works consistently for a period of 6 months or longer, they will be eligible for additional total credits as stated in 9.06(7) and 12.02(7).

8. Absences due to non-work-related sickness or injury, up to a maximum of 360 hours per calendar year.

9.07 An employee not working the aforementioned hours will earn vacation credits on a prorated basis.

- 9.08 Vacation credits are earned on the basis of hours worked in a calendar year starting in 1982, beginning for the vacation period of 1983 and for each year thereafter.
- 9.09 A new employee must work one (1) full year before he/she is eligible to take any earned vacations.
- 9.10 In the event of the death of an employee and such employee at the time of his/her death was eligible for vacation as provided herein, his/her vacation pay will be paid to his/her estate.
- 9.11 (a) Employees approaching retirement shall have the option of either taking their earned vacation prior to the retirement or taking vacation pay in lieu of vacation after retirement.
- (a) When a laid-off employee returns to work, the time he or she has been laid off will be counted as hours worked up to and including 325 hours for pension and vacation credits. An employee recalled from lay-off will be credited with past service insofar as vacation weeks are concerned.
- 9.12 If an employee is not working due to illness/injury, and as a result of such absence can not benefit from his/her previously selected vacation, said employee, upon his/her return to work will be allowed to re-sign for the vacation provided they return to work prior to the end of the calendar year. It is understood that vacations can not be carried over unless there are no open vacation slots left in the current calendar year. In this case the employee will sign for their vacations after all other employees have signed or bid on open vacation weeks provided there are two or more open slots available.

ARTICLE X.

HOLIDAYS

- 10.01 (a) All employees shall be allowed ten (10) holidays with pay, provided such employee has been in the service of the Employer more than six (6) months.
- (b) An employee who has been in the employ of the Employer more than six (6) months and who is required to work on New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas, and four (4) holidays, one of which honors the late Dr. Martin Luther King Jr., based on a schedule submitted by the Employer and signed up in

accordance with seniority, shall receive a day's pay in addition to his or her regular pay, pay to be computed on the basis of eight (8) hours. Effective in calendar year 1998, an additional floating holiday will be available in accordance with these provisions.

- (c) In order to receive additional pay for holidays, an employee shall have worked (unless excused) any scheduled or assigned work on the day previous to, the day of, and the day succeeding a holiday. Provided, however, that if an employee is unable to report for work because of illness or injury prior to the holiday, he shall be entitled to one (1) holiday's pay until he or she returns to work.
- (d) An employee who reports in sick the day before or the day after a paid holiday, more than once during a twelve-month period, must submit a doctor's certificate to be eligible for the holiday pay.
- (e) If an employee is not working due to illness or injury, and as a result of such absence cannot benefit from his/her previously selected floating holiday(s), said employee, upon their return to work, will be allowed to resign for the above floating holiday(s), providing they return to work before the end of the calendar year.

It is understood that floating holidays cannot be carried over to another year unless there are no days available in the current year. In this case, the employee will sign for their floating holiday(s) after all other employees have signed.

- 10.02
- (a) An employee whose schedule does not call for him/her to work on Sundays will have nine (9) holidays off with pay. If the employee is scheduled to work on a holiday, they will be allowed to bid on another floating holiday on a mutually agreeable date.
 - (b) If an operator has more than six (6) months seniority with the Employer and signs on a run or combination that does not work on a holiday due to the run or combination not working on a Sunday schedule, they shall be paid eight (8) hours pay in lieu of run pay, and not be required to work any other assigned work.
 - (c) If the operator has less than six (6) months seniority in the above situation, the Employer will give the operator the option of working on the holiday or not working on the holiday. If the operator does not work, he/she will not be paid

- 10.03 In the Maintenance Department, all holidays will be operated on a Sunday schedule. The Union agrees that there will be sufficient men available at the straight time rate to meet the said Sunday schedule on the basis of seniority.
- 10.04 Any holidays which are hereafter declared by the State and Federal Governments to be national holidays, will be given to the membership if a Sunday schedule is operated on said day by the Employer.
- 10.05 Employees scheduled to work on holidays and failing to report shall not receive pay for the holiday.
- 10.06 If you call in and inform the dispatcher you will not make it on time for your assigned work and the dispatcher requests that you come in, you must report within two (2) hours from the time your assigned work is due to report to qualify for payment of holiday pay. If employee is instructed not to come in he/she will still receive holiday pay.

ARTICLE XI.
GROUP TERM LIFE INSURANCE,
DISABILITY, GROUP HEALTH, DENTAL, VISION

11.01 Group Term Life Insurance

- (a) Centro will provide a group term life insurance benefit of \$30,000 for full-time employees. A \$10,000 group term life insurance benefit will be provided to employees who retire after the execution of this agreement. Employees who retire based on a disability shall also receive the \$10,000 group term life insurance benefit.
- (b) Exception: Employees on pension by reason of disability, before age 60, as covered by Continuation of Insurance provisions set forth in Company Group Insurance contract. The Company will distribute Group Insurance contracts to all employees.

11.02 Disability

Weekly benefits for disability, or sickness or non-occupational accidents in the amount of 60% of the basic weekly pay to a maximum of \$200.00 per week. Weekly benefits will be paid to employees for a maximum of twenty-six (26) weeks during any fifty-two (52) consecutive weeks following the first day of disability caused by non-occupational injury, and the eighth (8th) day of

sickness. Employees out of work and receiving disability payments shall not be required to pay the weekly healthcare contribution up to a maximum of 26 weeks. Employees who are collecting Workers Compensation or No-Fault payments are not eligible for this contribution waiver.

11.03 Group Health Plan - Full Time Employees

(a) The Company will provide group health benefits to all full-time employees covered by this agreement. A Point of Service plan will be offered. This Plan allows a covered participant the option of choosing to either receive health care from a member of the Preferred Provider Network or from a health care provider who is not a member of the Preferred Provider Network. The Plan will consist of single, double, and family coverage for all medically necessary and specified well-care services. The benefits provided will be those described in the Plan document. A summary plan booklet, mutually agreed upon by the Company and Union, will be periodically issued by the Company to employees.

(b) The Business Agent and/or a member of the Union Executive Board shall be a member of the Self Insured Health TPA (Third Party Administrator) specification formulation process so as to participate in determining the minimum required services deemed necessary to comply with negotiated health benefits. The BA and/or Executive Board member shall also participate in the technical review/evaluation process in order to evaluate the proposals submitted by prospective TPA's so as to assist in determining which TPA offer the best value and service for the Authority.

The BA shall at his/her discretion make an independent recommendation to the CNYRTA Board of Directors should he/she deems it necessary.

Nothing contained herein shall be construed to allow the Employer and/or the CNYRTA Board of Directors to reduce health plan benefits during the term of this Agreement.

(c) Services provided by an out-of-network ancillary provider or physician to an employee or covered dependent who is admitted to an in-network hospital will be paid as if those providers are in-network. This will only apply to services rendered to the employee and covered dependents while admitted.

11.04 Deductible, Co-Insurance, Co-Payment, and Maximum Benefit

All covered medical services of the Point of Service Plan will be subject to deductible, co-insurance, co-payment, annual out-of-pocket maximum, and lifetime maximum benefit according to the Schedule of Benefits of the Plan document.

Physician's co-payment of \$15.00

Ambulance coverage is paid in full after a \$50.00 co-payment is made for both in- and out-of-network providers.

11.05 Prescription Drugs

The Prescription Drug benefit will not be subject to the Plan's deductible. This benefit will require a shared payment for the use of non-generic prescription drugs as follows:

When generic drugs are used: \$0 co-payment per prescription.

When non-generic drugs are used: \$12 co-payment per prescription.

The Company will provide a mail-order prescription drug service. The Plan will require one co-payment per mail-order prescription for up to a three-month supply.

11.06 Cost Containment

The Plan will contain administrative procedures to efficiently manage health care benefits and reduce medical costs. The Plan will include the following procedures:

Pre-Admission Testing
Second Surgical Opinion
Mandatory Hospital Pre-Certification

The parties shall meet as soon as practicable during the contract term to discuss mutually acceptable revisions to the current health care plan design which may be of benefit in providing necessary group health care on a cost-effective basis.

11.07 Alternative Health Plans - HMO, PPO, and IPA

Full-time employees may elect to join the alternative health care providers recognized by the Company in lieu of the Point of Service Plan. The Company and the Union will mutually agree upon which two health care providers will be offered to employees and retirees.

11.08 Group Health Plan Cost

(a) The Company will pay the entire monthly premium cost for the Point of Service Plan. Should a full-time employee enroll with an alternative health care provider, the Company is responsible for the cost of the monthly premium equal to the Point of Service Plan's monthly premium.

Employee shall contribute to health care premium costs on the following basis:

Effective August 1, 1997: Five dollars per week for employees selecting single coverage; seven dollars per week for employees selecting double coverage; eight dollars per week for employees selecting family coverage.

Effective August 1, 1997: All new hires will pay six dollars per week for employees selecting single coverage; eight dollars per week for employees selecting double coverage; ten dollars per week for employees selecting family coverage.

Effective July 30, 1999: All new hires will contribute fifteen percent (15%) of the health care premium.

(b) Employee premium contributions will be administered by payroll deduction. Inactive employees receiving medical coverage have the responsibility of keeping required payments current. The right of medical coverage shall be lost for failure to keep required premium payments current, upon written notice from the Company advising the employee and the Union Business Agent that coverage is in jeopardy, and providing a 14 day grace period within said time all past due amounts may be brought current.

(c) Employees shall have the option of declining coverage at any time upon providing the Company with verification that alternate coverage has been obtained. In this event, the Company shall compensate the employee by quarterly payment of 45% of the then-current premium equivalent. Employees may re-enter the Company's Plan during the annual HMO open enrollment period. In the event an employee demonstrates that his or her spouse has fully lost alternate coverage, such employee may also re-enter the Company's plan effective the first day of the month following the Company's receipt of written notification and proof of lost coverage.

(1) In any situation where an employee or a retiree (or any combination thereof) is covered by any Company sponsored health/medical insurance program, whether as an employee/retiree or spouse or dependent, he/she will not be eligible to receive the incentive to waive participation in the plan. An employee or a retiree can not receive a dual benefit of receiving a waiver payment and being covered under any Company health insurance plan.

(d) Survivor Benefit

(1) When an active employee dies and he or she was not eligible to retire at the time of death, his or her surviving spouse and eligible dependents at the time of employees death shall be able to retain health coverage upon payment of the premium assessed all active employee on an ongoing annual basis, subject to the following scale:

- If the employee had less than 5 years of active service, the survivor(s) must pay the premium equivalent in full.
- If the employee had more than 5 years but less than 10 years of active service, the survivor(s) must pay 50% of the premium equivalent.
- If the employee had more than 10 years but less than 20 years of active service, the survivor(s) must pay 25% of the premium equivalent.
- If the employee had 20 or more years of active service, the Employer will be responsible for the cost of the survivor(s) health coverage.

(2) When an active employee dies and he or she was eligible to retire at the time of death, his or her surviving spouse and eligible dependents can enroll in the retiree insurance plan and pay the retiree premium (if any). The surviving spouse is covered until death or is remarried. Dependents are covered under dependent rules. The provisions of article 11.11 apply.

11.09 Vision

Full-time employees and their covered dependents and Part-time employees (no dependents) will be eligible for a vision care benefit as follows: once during each two-year period a voucher will be available upon request which may be used as a one hundred and fifty dollar (\$150) credit toward an eye examination and/or corrective lenses at the provider of the bearer's choice. In the event that a provider does not accept the voucher for payment, the

employee may pay the amount due to the provider submit a receipt for reimbursement according to the aforementioned schedule of payment.

11.10 Dental

The Company will provide full-time employees individual and family dental coverage as outlined in the Centro Dental Assistance Program booklet effective the signing of this agreement. The Company will pay the entire monthly premium cost for this benefit.

11.11 Retired Employees and covered Dependents - Health and Dental Coverage

- (a) A Point of Service Plan, offered to full-time employees, will be provided to retired employees and their covered dependents. The Plan will consist of single, double, and family coverage for all medically necessary and specified well-care health services. Only the spouse and dependents covered at the time an employee retires will be covered after said employee retires.
- (b) The retiree may elect to participate in one of the alternative health care providers offered by the Company.
- (c) The Company will pay the monthly premium cost for the retired employees and their covered dependents enrolled in the Point of Service Health Plan. Should a retired employee enroll with an alternative health care provider, the Company is responsible for the cost of the monthly premium equal to the Point of Service Health Plan's monthly premium.
- (d) Retired employees and covered dependents eligible for Medicare, must enroll in Medicare Part A and B. Once an individual is eligible for Medicare, benefits from the Point of Service Health Plan will be paid as though that individual is receiving Medicare benefits.
- (e) The monthly premium cost of Medicare Part B is the retiree's responsibility.
- (f) The Prescription Drug Benefit for retired employees and their dependents will require a shared payment for the use of non-generic prescription drugs. This benefit will not be subject to the Plan's deductible.

The shared payment will be as follows:

When generic drugs are used - \$0 co-payment per prescription.

When non-generic drugs are used - \$12 co-payment per prescription.

- (g) The Company will provide retired employees and their covered dependents individual and family dental coverage as outlined in the Centro Dental Assistance Program Booklet effective with the signing of this agreement. The Company will pay the entire monthly premium cost for this benefit.
 - (h) The surviving spouse and dependents of a deceased retiree will be provided the option of enrolling into the Point of Service Health Plan and the Centro Dental Assistance Program. The Company will pay the entire monthly premium cost for the respective plans.
 - (i) Retirees and surviving spouses and dependents of deceased retirees who purchase health benefits prior to January 1, 1989 will be given the option of keeping their current health benefit or enrolling in the Point of Service Health Plan effective January 1, 1989. Should such individuals keep the health insurance purchased prior to January 1, 1989, they will have benefits under the terms and conditions of their respective plans at the time of retirement.
 - (j) Retirees and surviving spouses and dependents of deceased retirees who purchased health benefits prior to August 1, 1997 will be given the option of keeping their current health benefit or enrolling in the Point of Service Plan effective January 1, 1998. Should such individuals keep the health insurance purchased prior to August 1, 1997, they will have benefits under the terms and conditions of their respective plans at the time of retirement.
 - (k) Retirees and surviving spouses and dependents of deceased retirees will be given the option of changing their current health benefit provider during the Company's annual open enrollment period.
- 11.12 The Company will offer to all full-time employees Flexible Spending Account, effective January 1, 1998. Flexible Spending Accounts will allow participating employees to pay expenses on a pre-tax basis in the following areas: Un-reimbursed health, dental, and vision care; child care and premium conversion. The benefits provided will be those described in the Plan document. A summary Plan booklet mutually agreed upon by the Company and the Union will be periodically issued by the Company to employees. So long as the Flexible

Spending Accounts do not change, the Employer may select a new Third Party Administrator.

- 11.13 The Company will pay the premium for the Union Business Agent's health, life, dental, vision, and pension benefits effective January 1, 1997.

ARTICLE XII.

PENSION

- 12.01 Effective November 1, 1991, Centro will provide eligible employees a benefit of \$26.00 per month per year of service upon retirement at age 65, in accordance with the provisions of the "Non-Salaried Employee Pension Plan of CNY Centro, Inc."

The pension scale will increase according to the following scale, for all past and future service, for employees retiring at age 65:

November 1, 1992: \$27 per month per year of service
November 1, 1993: \$29 per month per year of service.

- 12.02 Effective November 1, 1998, retirement provisions will allow an employee to retire at age 62 (Normal Retirement Age) and receive a benefit of \$43.00 per month per year of service. If an employee meets early retirement requirements (at least age 55 with at least 25 years of service) the early retirement reduction from this amount will be from age 62.

Effective November 1st, 2002 - \$44.29
Effective November 1st, 2003 - \$45.62
Effective November 1st, 2004 - \$47.00
Effective November 1st, 2005 - \$48.41

- 12.03 Operations Department employees will earn one-half (1/2) year's pension credit for a minimum of 1,000 hours worked in each calendar year, plus one-tenth (1/10) of one (1) year's pension credit for each additional 185 hours worked. For the computation of hours, the time incurred in the following will be included:

1. Vacations
2. Holidays
3. Military Leave - up to the maximum of the law
4. Union Business - (all time lost from work hours)
5. Jury Duty
6. Funeral Leave

7. Absences due to work-related sickness or injury, up to a maximum of 1,000 pay hours.
8. Absences due to non-work related sickness or injury, up to a maximum of 360 pay hours.

An employee will not be eligible to receive more than one (1) year's pension credits in any given year.

An employee will be able to roll back one year, or roll ahead one year to pick up lost pension credits. An employee can pick up lost pension credit for all hours worked in excess of 2,000 hours in the Operations Department or 1,850 hours in the Maintenance Department.

12.04 The pension plan of the "non-salaried" employees as amended is outlined in the Employee's Benefit book. The Company will update and distribute the Employees' Benefit Book within 120 days of the following ratification of this agreement.

12.05 (a) An employee who becomes disabled and is thereby wholly and continuously prevented from performing any work for the Employer (regardless of whether a position is actually available) may become eligible for a pension. This pension shall be paid at the same rate, determined by years of service, that applies to pensions granted to other employees upon normal retirement age. Disability shall be determined following examination by Employer physician.

With regard to the health benefits made available to disability pensioners, the Company will assume the cost of 100% of single coverage, and the cost of any applicable dependent coverage as follows:

Years of Service	Company Paid Premium
5 - 10	50 % *
10 - 20	75 % *
20+	100% *

*Of the dollar difference between the single premium cost (which is paid 100% by the Employer) and the dependent premium cost.

Disability pensioners shall lose the right of dependent medical coverage for failure to keep required premium payments current, upon written notice from the Company advising the employee and the Union Business Agent that coverage is in jeopardy, and providing a 14-day grace period within said time all past due amounts may be brought current.

In order to qualify, an employee must have a minimum of five (5) years of service credit. In the event an employee is unable to perform his or her duties due to

permanent physical or mental incapacity, and does not meet the qualifications for disability retirement as defined in 12.05(a), he or she will be given the opportunity to return to employment without loss of seniority or benefits following separation from the company, by exercising seniority to bump back into the bargaining unit. This opportunity will be effective on the employee's date of separation and continue for a 9 month period thereafter. The employee will be offered re-employment upon re-certification by the employee's physician and the Company physician.

It is agreed that no "past practice" concerning application of disability pension benefits shall be relevant to application of this provision where such practice occurred prior to the effective date of this provision.

(b) When circumstances arise where an employee does not meet the eligibility requirements for a disability pension as set forth in section 12.05(a) above the employee may apply for a disability pension according to the provisions of this section.

An employee/applicant for a disability pension would meet the criteria to receive a Centro disability pension under this section if the employee has been deemed eligible to receive disability benefits from the Social Security Administration. The following also apply:

- (1). In cases where employment terminates, and the employee has not already applied for a Social Security disability benefit, the terminated employee (or their representative) will have 30 calendar days from the effective date of termination to apply for a Social Security Disability Benefit. If the terminated employee (or their representative) does not apply for a Social Security Disability Benefit within 30 calendar days from the date of termination and provide written proof of application from the Social Security Administration, to the Human Resources Department, then they will be ineligible for a Centro disability pension indefinitely.
- (2). Upon receipt of this written proof of application referenced above, the Company will extend medical/health insurance coverage for a period of 3 months after the employees' termination date for the purpose of providing the employee with medical/health insurance during the time the Social Security Administration is processing the application for Social Security disability benefit.
- (3). Disability pensions under guidelines of section 12.05(b) will be granted by the Company in accordance with this agreement upon receipt of written verification from the employee/applicant that the Social Security Administration has determined that they are disabled and awarded them a disability benefit. The verification should be in the form of a clear photo copy of the Social Security Administration approval letter or other such official correspondence from the Social Security Administration.

- (4). The Centro disability pension will continue to be offset by other payments received as described in section 12.07.
- (5). The Centro disability pension recipient will receive medical/health insurance benefits for a 24 month period immediately after the effective date of the award of the Social Security Disability Benefit provided the Social Security benefit is received in accordance with the terms of section 12.05(b) as well as all other terms of this agreement.
- (6). For any employee who has at least 25 years of service as calculated under plan rules, and is at least 55 years of age, and then is granted a Centro disability pension as described in section 12.05(b) shall be eligible to receive the Centro medical/health insurance benefit that is in effect upon reaching age 62. However, the coverage for eligible dependants will be established on the date they became eligible for the Centro disability pension.
- (7). The Company reserves the right to request any person receiving a Centro Disability Pension payment to submit proof that the employee is not employed by another other employer. This proof shall include, but not be limited to receipt of photocopies of federal income tax returns for the year immediately prior to the date of the request. In addition, the Company reserves the right to investigate any claim which may indicate a disability pensioner is employed lawfully or unlawfully.
- (8). In order for a person who is receiving a Centro disability pension to be eligible to continue to receive the pension he/she must continue to receive Social Security disability benefits and be prevented from performing any work for the Company or any other employer. In the event a person receiving a Centro disability pension returns to work for the Company or any other employer they will immediately become ineligible for the Centro disability pension and Company sponsored health/medical insurance. Any person who is receiving a Centro disability pension and becomes employed lawfully or unlawfully must inform the Company in writing.
- (9). If a person is receiving a Centro disability pension and is subsequently reemployed with the Company or any other employer the disability pension will stop immediately. However, upon reaching normal retirement age the employee will be eligible to commence his/her benefit which will be re-calculated by the Company based upon payments already received.
- (10). In order to qualify, an employee must have a minimum of five (5) years of service credit. In the event and employee is unable to perform his or her duties

due to permanent physical or mental incapacity, and does not meet the qualifications for disability retirement as defined in section 12.05(b), he or she will be given the opportunity to return to employment without loss of seniority or benefits following separation from the Company, by exercising seniority to bump back into the bargaining unit. This opportunity will be effective on the employee's date of separation and continue for a nine (9) month period thereafter. The employee will be offered re-employment upon re-certification by the employee's physician and the Company physician.

- (11). Section 12.05(b) is effective the date of the signing of this agreement.
- 12.06 Any employee who has fifteen (15) years of continuous service will be credited with all other years of service whether before or after said fifteen (15) years when computing his or her pension in accordance with the foregoing schedule.
- 12.07 An employee may receive a disability pension while receiving other disability benefits. There will, however, be an offset to the disability pension payments for any other disability benefits including, but no limited to, Workers' Compensation, Disability Insurance benefits, and No-Fault insurance benefits.
- 12.08 Effective November 1, 1987, the Company agrees to increase the monthly pension benefit of employees who have previously retired by 5% or a minimum of \$25 per month, whichever is greater.

ARTICLE XIII.

SPECIAL PROVISIONS FOR OPERATORS (ALL)

- 13.01 Sign-Up:
- (a) The current seniority list of names shall be placed in the operator's room, starting with the operator with the most seniority in service and so on in rotation through the entire list.
 - (b)
 - (1) Schedules showing run numbers and hours and minutes that each run works shall be posted five (5) days before going into effect excluding Saturdays, Sundays, and holidays. A schedule will be posted showing hours and minutes with the corresponding wages and the amount each run pays.
 - (2) Before the first operator in seniority signs up, manifests and run guides showing what a run works, days off, and the weekly pay will be posted in sequence as to the run number.

- (3) When an operator signs up, he or she will at that time be given a current draft copy of their manifest.

NOTE: Employer not responsible for errors when total weekly pay may show more than actual. The formula for calculation of run pay will be available at each sign-up.

- (c) The selection of runs shall be in accordance with seniority.
- (d) Any trippers which the Employer may elect to put up for bid shall be bid by operators in order of seniority. No holding time will be allowed between the end of an operator's run and the time the tripper is scheduled to leave the garage. It is understood that all trippers signed up for by regular operators will be subject to change.
- (e) An employee may pass up a run and work the extra list if he so desires provided the runs remaining are assigned to eligible employees at the bottom of the seniority list [see 13.02(e)].
- (f)
 - (1) Fourteen (14) calendar days, sooner if possible, before a sign-up is scheduled to begin a daily schedule, excluding Saturdays, Sundays, and holidays, will be posted showing the day and starting time when operators are scheduled to sign up.
 - (2) When an operator is scheduled to sign up, the operator will be required to be available to sign up in accordance with the posted scheduled starting time. Any operator who is working and has not left a choice must be relieved and available to sign up in accordance with the posted scheduled starting time. A book for choices will be available at the dispatcher's window for operators wishing to leave a choice. Choices must be signed by operators.
 - (3) An operator either refusing to sign up in turn within a specific time, or not available to sign up in turn shall be assigned by the proper Union representative to the nearest possible run, or days off on the extra list that the operator has on the sign-up due to expire.
- (g) Operators who must be relieved from their runs so that they may sign up in the proper seniority shall either notify the service supervisor that they wish to be relieved or leave a choice of runs they choose, and they will be paid for all time lost. Employees who appear on their own time shall be

paid one (1) hour, and employees who are on their day off required to appear for sign-up be paid one and one half (1 ½) hours at the straight time rate.

- (h) In the event that an operator is absent in his or her turn to sign up, he or she may leave a choice or call at his or her scheduled time.
- (i) There will be at least three (3) sign-ups yearly to become effective in February, June, and September, or when timetables change or vacancies occur. The selection of runs will take place not more than three weeks prior to each sign-up. One line sign-up shall be permitted between each general sign-up. If as a result of a line sign-up an operator loses a tripper, he or she shall be guaranteed the opportunity to bid on an open tripper.
- (j) The Employer agrees to pay the necessary time of the member of the Executive Committee in charge of sign-up, except the Business Agent, up to sixty (60) hours at straight time. It is understood that the members of the Executive Committee will be relieved without pay to handle the sign-up.
- (k) Bus operators who are scheduled to operate shifts, turnbacks, or extra service as directed by a supervisor as part of a regular run:
 - (1) Will not be used once they bring their bus into the garage.
 - (2) Cannot be used within the last ten minutes of their run segment.
 - (3) Cannot be required to work overtime unless by mutual consent.
- (l) In the case where a sign-up becomes effective during a holiday week, the holiday will be governed by the previous sign up, and the new sign-up will then take effect on the following day.
- (m) In cases where the number of available trippers exceeds the maximum number of part-time operators that can be used at one time, the following procedure shall govern the order of signing for tripper work at the Syracuse facility:
 - (1) Retirees will sign first, prior to commencement of the full-time sign-up.
 - (2) Full-time operators, as they sign for runs, will concurrently be permitted to sign for trippers after retirees.

- (3) Maintenance Department employees who are certified to operate a bus in revenue service may then sign on open trippers that do not interfere with their regular full-time duties. It is understood that the straight-time rate shall be paid to said Maintenance Department employees performing tripper work. Qualification procedures and pay rate progression for said employees are defined in the Memorandum of Understanding dated November 11, 1992.
- (4) The number of part-time operators that may be used at one time is defined in Article 25.01(8) and 25.01(25). In any situation where the number of available trippers is equal or less than that number, the tripper book will be closed to full-time drivers and Maintenance Department employees and part-time operators will sign.
- (5) If, following the opportunity for all part-time operators to sign as in (4) above, there remain any unsigned trippers, the Company will put them up for bid. Such unsigned trippers would be posted for bidding one week in advance. The bid process will be available to full-time operators, as well as Maintenance Department employees who are qualified as in (3) above. The bids will come down at 4:00 pm on the Saturday prior to the week in which the trippers operate, and will be awarded by seniority. Any trippers not bid on will be worked off the extra list or offered to full-time operators, including full-time operators on their day off.
- (n) When Syracuse University shuttle commences full operation one week prior to the beginning of the September sign-up, operators who have signed on such runs for September will begin operating them the week prior to the effective date of the sign-up. Notice of this will be posted as part of the June sign-up. The runs vacated will be put up for bid and take effect the same day the Syracuse University shuttle commences.
- (o) Any operator who wishes to perform extra work between or after their scheduled work shall sign in at the dispatch window on a daily basis before 9:30 A.M. When signing, the operator shall specify what hours they are available to work. Any operator whose first report is a relief, may call-in their request to work. Such operators shall be assigned work on the basis of seniority provided it does not conflict with their regular work. Operators who receive additional work will be notified in person or by radio. The request to work list will be made available at 9:30 P.M. the previous day.

- (p) Available work for Carrier Dome events and all sub-contracted convention events shall be posted for bid if received prior to five (5) days in advance of the event. The work shall be assigned in order of seniority for each day of event.
- (1) The posting for each such event will offer choices of preferences of work assignment within the event (e.g. for Carrier Dome: pre-event ticket, charter, disabled shuttle, continuous shuttle, post event). On occasions when there are multiple events of this type occurring simultaneously, options will be offered on the sign-up sheet so that operators can also designate their order of preference between the events.
 - (2) Work assignments shall be posted in advance of the event.
 - (3) Operators who sign a posting for an event may remove their name from the posting up to forty-eight (48) hours prior to the event. All operators whose names remain on the work assignment posting shall report for assigned work.
 - (4) Operators who are assigned such event work may also accept regular day off work or NYS Fair work, provided that it does not conflict with the special event assignment.
 - (5) For conventions, for the first Carrier Dome football and basketball games of the season, and for Carrier Dome non-athletic events, work will be assigned in order of seniority.
 - (6) For subsequent Carrier Dome football and basketball games which occur on the same day of the week as a previous game, work will be rotated beginning with the first person who did not receive pre-event work for the previous event. Operators who performed post-event Carrier Dome work or who do not get work, but did sign the list, will move up in rotation for the next event.
 - (7) Operators who did not sign on the previous event, but sign on the next event that occurs on the same day of the week, will be placed in the rotation according to their seniority, and will not move ahead in the rotation.
 - (8) Operators may not accept a show on their day off if the show-up time is three (3) hours or less before their special event report time. Operators may accept any day off work before or after their

assigned special event work provided the day off work does not overlap the special event work.

- (9) If an operator is on a day off show and catches a piece of work in proper sequence that goes beyond the report time of their special event report time, they must finish the work they are on and the special event work may be filled from the sign-up sheet for that event or from the extra list. If the special event work is filled from the extra list, and at least two (2) hours remain until the conclusion of the special event work, the day off operator performing other work will relieve the extra list operator working the special event. The rotation for the next special event will not penalize any operator as set forth above.

Note: Separate rotation lists for the above such events will be maintained for full-time operators, maintenance employees, and part-time operators.

13.02 Bids and Hold Downs:

- (a) When the Employer has information that a run will be open for five (5) days or more due to sickness or for any other reason, except vacations, the run shall be posted for bid immediately for a period of five (5) days as a hold down and shall remain posted for bid until Saturday at 4:00 pm and said run to be taken on the first day of the following work week. It is understood that an operator returning to work will take his or her run at the beginning of the next work week.
- (b) The Employer shall post a sick list in the dispatcher's office showing any run open for five (5) days.
- (c) All runs open due to vacations shall be considered a hold down by operators on the extra list and bid by seniority.
 - (1) Extra List operators with Sat/Sun off may bid on any run with Sat/Sun off. Extra List operators with Sun/Mon or split days off may bid on any run without Sat/Sun off. Operators may not bid on another vacation holddown that starts prior to the end of the vacation holddown he or she is currently working. However, Call-A-Bus runs open due to vacations shall be considered a hold down for operators on the extra list to be bid by seniority, regardless of days off.
- (a) When a Call-A-Bus runs becomes open due to vacation or military leave and the situation is such that five the (5) day bidding

period is not possible, the Operations Department will contact extra list operators in order of seniority and offer them the hold down. This process will commence when the Operations Department is made aware that a Call-A-Bus run is open. It is understood that, if the Operations Department leaves a message for an operator, the operator will have adequate time to respond.

- (2) The process in section 13.02(a) shall apply for extra list operators seeking hold downs.
- (3) In the event that the regular operator changes or works their vacation, the hold down shall be come a no bid. In the event that the regular operator returns during their scheduled vacation, they shall be placed on their regular assigned run in accordance with section 13.02(a), and the extra list operator shall return to their proper position on the extra list on the first Monday of their return. Runs open on a daily basis due to an operator working part of their vacation shall be worked by the extra list.
- (4) Any runs not bid on, will be covered by the extra list in the normal rotation.
- (5) Part-time operators are excluded from this provision.

(d) Extra list sign-ups and bids:

- (1) In the event that an extra list sign-up takes place, notice of such sign-up will be posted on Monday to take effect the following Monday.
- (2) Saturday/Sunday, Saturday/Sunday/Holidays, Sunday/Monday, and Sunday/Monday/Holidays as they become open on the extra list during the course of a sign-up will be put out for bid by the extra list operators.

(e) All operators who transfer from part-time status to full-time will work the extra list for a period of thirty (30) days from the time of such transfer.

- (1) When a run is put up for bid for any reason and is not signed on, the lowest seniority eligible operator on the extra list will be assigned said run beginning the following Monday. Any new full-time operators who have completed the 30 working day period will be assigned to runs that were previously assigned to eligible low seniority runs, provided that the operator working the run notifies the employer that he or she prefers to work the extra list.

- (2) If, during a new full-time operator's first thirty working days, there arises a bid or sign-up situation, the new operator may bid on such work in accordance with the contract. The new full-time operator would continue on the extra list until completing the 30 day period, after which time he or she would assume any run successfully bid upon. Until the new operator is able to assume said run, the run will:
- if open less than five (5) days, be worked off the extra list
 - if open more than five (5) days, be put up for bid in the interim.
- (f) In the event there is in use a List #1 and #2 and a change to either is posted on Monday to take effect the following Monday, said change shall require notification to the operator, verified by the operator's signature or by taped phone recording.
- (g) When an employee is not working due to sickness or disability, he/she can, if he/she so chooses, sign on runs which may be up for bid.
- (h) Cancellation of a Bid, etc.

If after you have signed your name on a bid for a run, days off, vacation, etc., you decide that you do not want the particular bid, the following procedure will apply.

- (1) Do not cross your name off yourself.
 - (2) Inform the dispatcher on duty that you wish to have your name crossed off from the bid(s) and/or "Day-Off Book", etc. To insure that there is no mix up, it would be best to either call on the tape phone, or leave a signed note with the dispatcher designating exactly what you want crossed off.
 - (3) The dispatcher will then cross your name off and initial same.
- (1) If the employee who wins the bid is unable to work the following Monday due to the sickness or disability, the employee with the 2nd highest seniority on the bid will be awarded the run, as a hold down only.
 - (2) When the disabled or sick employee who originally won the bid on the basis of seniority returns to work, the bump-back procedure in Section 13.02(a) will apply.

- (3) The vacation pay for the disabled or sick operator will be on the basis of the last run the employee actually worked.

13.03 Overtime:

- (a) All overtime work shall be paid for at one and one half (1 ½) times the regular hourly rate.
- (b) Operators not scheduled to work on a holiday will be paid at time and one-half for all work performed on a holiday.
- (c) The overtime rate will not be paid to an employee voluntarily working on his/her day(s) off if the employee was absent from work during the pay period. In this case, the operator will be paid as if it were a regular working day.

A slip will be signed by the employee if said day off work is to be paid at the overtime rate. If the operator does not voluntarily agree to work at the straight time rate, said operator will, for that day, be the last in seniority for day-off work as outlined in 13.04(b) 5 & 6.

13.04 Day Off Work

- (a) Operators notified to report for work on their days off shall be paid for all time on report at the straight time rate and for time worked at the overtime rate except if inconsistent with 13.03(c) above and will be guaranteed three (3) hours at the straight time rate for the first report and three (3) hours at the straight time rate for the second report.
- (b)
 - (1) Operators desiring to work on their scheduled days off will place their name on a list to be posted at the beginning of each sign-up.
 - (2) The names on this list for each day, Monday through Sunday, will be arranged in order of seniority.
 - (3) If an operator wishes to be added to the list for a particular day after the effective date of a sign-up, his or her name will be placed at the bottom of the list. If more than one such request is made at a given time, said operators will be entered at the bottom of the list according to seniority. Any operator on such a list and whose days off change must notify the Operations Center of this change.

- (4) Calls made to operators on a day-off list will be made in the sequence listed, with no deferrals for vacations, sickness, or any other reason. For all scheduled work known by 4:00 pm, the Employer will call by 7:00 pm. Operators working at the time when they are up for day off work will be contacted by radio or supervisor.
- (5) Effective the first day of each sign-up, station supervisors will request operators to work on their day off from this list in order of seniority.
- (6) On the corresponding day of each week the station supervisors will start where they left off on the list on the preceding week.
- (7) A separate list will be kept to show if the operator worked, refused to work, or could not be contacted.
- (8) Union officers will have access to the lists used for distribution of extra work on the operator's days off.

13.05 Equipment Operation:

- (a) When an employee is instructed to operate a vehicle after advising the radio dispatcher or employee's department supervisor of a specific defect or deficiency, in this instance only the employee shall not be held responsible for any consequences that result from this specific defect (or) deficiency.

13.06 Charter Work

- (a) All charter work will be paid at the straight time rate. The following schedule of payment will be made for meals on one-day charter jobs:

Breakfast - \$2.50
Lunch - \$3.50
Dinner - \$6.50
- (b) Prior to the start of each sign-up, charters that run on a regular (once a week or more) schedule will be posted for bid on the basis of seniority for regular, full-time operators.

13.07 Time Distribution:

- (a) Whenever there is a question as to an operator's distribution of time, the President or Business Agent or member of the Executive Board of the Union will have access to the time sheets upon request to the official in charge.
- (b) The Employer agrees to make a close check on all extra work assignments from day to day and the Union agrees to report any alleged irregularity as promptly as possible.
- (c) Relief and distribution of time for all runs shall be adjusted between the officials of the Employer and the officers of the Union.
- (d) In cases where buses are delayed by accident or blockade so that employees necessarily arriving on the same cannot reach their place of employment on time, the question of payment for lost time shall be taken up for adjustment between the head of the department and the committee of the Union.

13.08 Journey Time:

When operators after finishing their day's work are requested to go to garage for extra work and receive none, they shall be compensated with not less than one hour's pay at the regular rate.

Operators relieved at points other than the garage and who journey for a distance for the purpose of turning in lost articles shall be paid scheduled time between garage and relief points; however, it is agreed that the Employer will provide an adequate container for manifests at Tallman and Common Center and service supervisors will accept lost articles from drivers who are relieved at Common Center and are not required to go to the garage.

13.09 Instruction - Training:

- (a) The Employer has the right to determine the training requirements and training needs of its employees. However, the Employer agrees to meet and discuss the training needs and training requirements with the Union before implementation.
- (b) The Union recognizes the benefit of proper training and agrees to cooperate with the Employer in this area.

- (c) Operators shall receive not less than \$.50 per hour above their regular rate while instructing students. Operators have an obligation to do their utmost to provide training in accordance with Company policies.
- (d) Compensation for all training and instruction on an employee's working day or day off will be at the employee's regular rate of pay. An employee will not be trained or reinstructed on their day off unless mutually agreed upon by the employee and Employer. Compensation for training will be paid the week following said training.

13.10 Reports - Accident and Incident:

- (a) Operators shall be allowed \$3.00 for making out accident reports and written statements of personal injuries and property damage. When the damage is only to Employer property and it is shown to be the fault of the employee, such time will not be paid.
- (b) An operator requested by a supervisor to make out an incident report on a form provided by the Employer will be paid \$1.00 per report.

13.11 Missouts:

- (a) A missout shall be defined as a failure to report for work, or a failure to report for work by the designated starting time. Repeated missouts shall subject an employee to discipline.
- (b) Operators reporting that they are sick and unable to work thirty minutes or more before their designated reporting time will not be charged with a missout.
- (c) If an operator has a missout, the Company will have the option of having the employee report for work or not to report for work. If the Company tells the operator to report for work, the Company will assign the employee work or place the employee on hold, in which case the employee is guaranteed a minimum of one hour's pay. The Company may also require the employee to make one more show-up for which the employee will be paid.
- (d) Operators who miss out for assigned extra work more than once in a consecutive period for 10 days during which the employee is scheduled to operate said extra work, may be removed from this extra work for the duration of the sign-up. The extra work will be put up for bid.
- (e) When operators who are to make reliefs at places other than the garage are unable to reach relief points, they shall notify the dispatcher or official

in charge of their inability and reason (30) minutes before relief time. In cases where operators who are due to take a bus from garage in the afternoon are unable to reach the garage on account of sickness, such operators shall notify official in charge (30) minutes or more before the report time. Such notices shall be made in person, by messenger or by telephone. In cases where buses are delayed by accident or blockade so that operators necessarily arriving on the same cannot reach their places of reporting on time, no miss-out shall be charged against them and they shall be allowed to take their runs at the first opportunity at regular relief points.

- (f) If an employee calls in and says that they may be late, the Company agrees to hold their run for up to 5 minutes from their designated reporting time before charging them with a missout. Lateness of up to 5 minutes in such circumstances will be considered a late show.
- (g) Miss-outs shall be classified as a level (e) violation.

13.12 Work Assignments:

- (a) Regular and extra operators will be allowed by the dispatcher or official in charge to be excused from work when extra operators are available if the service of the Employer will not be interfered with and when it can be shown that an extra operator taking a regular operator's place can also do any other extra or tripper work that may be required of him or her that day.
- (b)
 - (1) If an extra list operator catches a run on a show-up and the run is being worked by the regular operator, the extra list operator will be put back on hold in sequence and the regular operator will work the run.
 - (2) If an extra list operator is assigned work on the list on the previous day and the work is filled by the regular operator, the regular operator shall perform the work in question and the extra list operator will be put back on hold and be worked within the times of the assigned work, unless agreeable by mutual consent. The pay for this extra list operator will be equal to the pay of the previously assigned work or equal to pay for what the extra list operator actually worked, whichever is greater.
- (c) In the event an operator is required to work past the time that would not allow working the next day's assignment due to not having the required eight (8) hours off, said operator will be assigned the first available work

open outside the required eight (8) hours off. An operator will not be required to accept an assignment until they have had nine (9) hours off.

13.13 Day Off Book

The following procedure should be followed when you are waiting to sign the "Day-Off Book":

1. To insure that there will be no misunderstanding regarding your position in the sequence that you come in to wait to sign the "Day-Off Book", when you first come in to wait request the dispatcher to make available a sheet so you may sign (no printing please) your name and opposite your name put the time you signed.
2. Once you have signed in, you will be required to be physically on the property inside the building within the drivers' room area or designated smoking area - so that if you are called to confirm your presence, you can hear and respond. An exception to the above would be in the case of an emergency and the operator agreed to make a shift, etc., for the dispatcher, then that individual's absence from the drivers' area or designated smoking area could be easily proven as the time out and time back would be recorded for pay purposes.
 - (a) An open book shall be established at the station supervisor's office for the sole purpose of allowing operators to sign for a day or days, or parts of runs they wish to be absent, and the first five (5) employees registered for a particular day or days, or parts of runs, shall have the first preference.
 - (b) It is understood, however, that operators off on previous Sunday, Saturday or same previous weekday, with name on book shall not be off the following Sunday, Saturday or following weekday until all who have their names on the book and have not been off the previous Sunday, Saturday or same previous weekday have been taken care of.
 - (c) Employees registered in this book must sign in person not more than ten (10) days from twelve (12) o'clock midnight ahead of any day they desire to be absent, and shall place the date opposite the name on the book at the time application for leave of absence is made. This shall also apply to Christmas Eve and Christmas Day, New Year's Eve and New Year's Day, and State Fair week.
 - (d) The first five (5) operators who have their names in the book for any particular day, or parts of runs, will be off without question on that day.

- (1) The maximum number of operators to be permitted absent through signing the book is five (5). If, however, one of the five operators crosses his or her name off the book and there is a sixth (6th) operator who has signed the book, the sixth operator shall have the book-off day. The above must take effect by 12:00 noon. It is the responsibility of the sixth operator who moves up to the fifth position to call the dispatcher and check if he or she got the book-off day. If the operator does not call, the dispatcher will automatically mark him or her off.
 - (2) When the sixth operator is moved up to the fifth slot and the new fifth operator would have otherwise worked a late Syracuse University shuttle run (currently identified as runs 180 and 181), then the dispatcher may break up the runs and select replacement driver(s), full-time and part-time, at his or her discretion. One-day absences for operators assigned to late shuttle runs shall be filled in the same manner.
- (e) There is an annual limit of eight days per employee or sixteen partial days per employee under the signing off privileges. For the purpose of computing remaining book off privileges, two partial days shall equal one full day. An operator who signs the book but does not use the benefit will not be charged under this section.
- (f) An operator may use the following earned day(s) for a full paid book-off day. The use of these days will count toward the maximum limit set forth in 13.13(e).
1. Vacation days (maximum 5)
 2. Floating holidays (8 hours pay)
 3. Sick days (pre-paid or accumulative at the appropriate rate)
- (g) The vacation days set forth above will be paid in accordance with 9.04(b)(4).
- (h) The book will close at 11:00 am on the day previous to the desired day off.
- (i) Cancellation of a Bid, etc.

If after you have signed your name on a bid for a book-off day and you decide that you do not want the particular bid, the following procedure will apply.

- (1) Do not cross your name off yourself.
- (2) Inform the dispatcher on duty that you wish to have your name crossed off from the bid(s) and/or "Day-Off Book", etc. To insure that there is no mix up, it would be best to either call on the tape phone, or leave a signed note with the dispatcher designating exactly what you want crossed off.
- (3) The dispatcher will then cross your name off and initial same.

13.14 Uniforms:

The Employer shall, once every two (2) years, pay one-half of the cost of an operator's uniform (which includes a winter coat, scarf, and wool hat) or any part thereof required by the Employer. Effective February 5, 1993, bus operators' cleaning allowance will be \$10.00 per month. This allowance will not be paid for any month in which an operator does not work.

ARTICLE XIV.

SPECIAL PROVISIONS FOR REGULAR OPERATORS

14.01 Hours of Labor

- (a) The workday for all regular operators will be on the basis of eight (8) hours daily, five (5) days per week. At least eighty-five (85) percent of the runs will have consecutive days off.
- (b) All runs with platform time of seven (7) hours and less than eight (8) hours shall pay eight (8) hours time.
- (c) Modifications or changes in a route and/or schedule will be made at the Employer's request. Said modifications or changes will not extend the spread time of the run by more than 10 minutes. Operators will be notified of such changes.
- (d) (1) At least 45% of all scheduled runs, including Call-A-Bus and the S.U. Shuttle, will be completed in 9 $\frac{3}{4}$ hours and in no case is a scheduled run to have outside time in excess of thirteen (13) hours. Operators having scheduled runs with outside time on the schedule exceeding ten and one-half (10 $\frac{1}{2}$) hours shall receive

compensation at the rate of time and one-half for such outside time exceeding ten and one-half (10 ½) hours.

- (2) In the event of a cancellation of Call-A-Bus or the S.U. Shuttle, at least 40% of all scheduled runs will be completed in 9 ¾ hours.
 - (3) If the Company cannot meet the contractual requirements for straights due to a change in the operation of Call-A-Bus and/or the University Shuttle, the parties agree to reopen this section for negotiations.
- (e) All runs that come into the garage and go on again downtown or visa-versa shall have at least one-half hour off. In the event a hardship occurs, every effort will be made to adjust the same.
 - (f) All schedules shall be made with a minimum allowance of 30 minutes for meals. If, on account of delays, the meal is interfered with, the dispatcher will provide suitable time for meals on subsequent trips with no loss of time or penalty. No portion of a run containing 5 ¾ hours continuous platform time will be scheduled without a meal relief, however, up to 3 runs on a given sign-up can have six (6) hours without a meal relief. Call-A-Bus runs are excluded.
 - (g) Operators taking regular scheduled buses from the garage shall be required to report ten (10) minutes before starting time to see that their buses are properly equipped and for the same shall receive ten (10) minutes time at the regular straight time rate and in no event will reporting time be used in computing overtime.
 - (h) Reporting time shall be considered as assigned work and shall be part of the spread time of the run.
 - (i) Operators relieving on the road shall be required to report five (5) minutes ahead of time and for the same shall receive five (5) minutes report time for each relief.
 - (j) Operators who are scheduled to go to and from the garage for a relief in downtown shall be paid eight (8) minutes. Operators on the S.U. Shuttle who are scheduled to or from the garage for a relief at the University Hill will be paid twenty-five (25) minutes travel time each way. In addition, those operators who are scheduled to go to or from the garage for relief other than in downtown or to or from the garage for relief other than in downtown or on the University Hill, will be paid the additional scheduled running time to that point.

- (k) All Syracuse University runs will make reliefs at the garage. Drivers will keep the same bus throughout the day and will receive five (5) minutes report for all second and third parts of such runs. In cases where the operator is not assigned the same bus for his or her second or third parts, the operator will receive ten (10) minutes report for that pull-out and will report to the window ten (10) minutes prior to the scheduled pull-out time.
- (l) In case of delay, operators on buses shall be paid until relieved at regular relief points. Operators who have reported to relieve these buses shall be paid for their time at the regular rate.
- (m) Cancellation of a Portion of a Run:

Operators who are sitting out their time due to a cancellation of a portion of a run will perform work as assigned by the Operations Department. This work may include duties such as shifts, turnbacks, and trippers.

- (1) The operators who are "sitting out" their time will be used in inverse order of seniority.
 - (2) In assigning work on subsequent days, Centro will start with the employee with lowest seniority who on the previous day did not receive work, and so on through the list.
 - (3) Operators used in accordance with above will receive no extra pay for the time worked during the portion of their run that was canceled.
 - (4) It is understood that if all available operators are used and an emergency situation exists, an operator may be requested to work (for a reasonable period of time) until relieved.
 - (5) It is understood that the above does not apply to University Shuttle runs.
- (n) The Company agrees to investigate the possibility of creating some driver runs which are composed of four ten-hour workdays.

14.02 Overtime:

- (a) Regular operators shall not be required to work overtime unless it becomes necessary by reason of the failure of relief to appear and in this instance the official in charge shall so arrange that not more than one (1) round trip shall be required. Overtime rate shall be paid when it occurs at the end of his or her day's work when the regular operator has fully

completed all parts of his or her regular run, has signed in the book for part of his/her run off, or his relief has been assigned to other work by the Employer.

- (b) Subject to the foregoing provisions, regular operators who are assigned to or held for extra work in addition to their scheduled run shall be paid at the overtime rate for the actual overtime worked and for the time held, except charter work which will be paid at the straight time rate.
- (c) Where no extra operators are available and regular reliefs are taken to do their work, thereby compelling regular operators to continue on their runs, said regular operators shall be paid at the overtime rate for extra work and shall not be required to work in excess of one (1) round trip.
- (d) Regular operators working in addition to their regular runs on holidays shall receive time and one-half for all time worked in addition to the paid holiday time, except charter work which will be paid at the straight time rate.
- (e) When Sunday schedules are operated on holidays, any extra time or trips added to such schedule shall be paid at the overtime rate.

NOTE: Also see Article XIII, Section 4 of this contract.

- (f) Overtime
Nothing contained in this agreement shall be interpreted as requiring a duplication or pyramiding overtime payment involving the same hours of labor as it relates to the overtime provisions of the F.L.S.A.

14.03 University Shuttle Run:

University Shuttle runs shall be subject to change or cancellation based on service requirements of Syracuse University. In the event of such runs being canceled for any reason, operators will revert to the bottom of the extra list and then be assigned alternate work under the following conditions:

- (a) Operators will work within one (1) hour prior to the start of his/her run and/or one (1) hour after the scheduled finish time of his/her run. Spread provisions will apply.
- (b) Operator will work as much as two (2) hours prior to the start of his or her run, and will be released no later than the ending time of said run, or consistent with the maximum spread time limits of this agreement.

- (c) In cases where University Shuttle runs are canceled, operators working late University Shuttle runs will be given either a late show or a late run. This shall be noted on the sign-up guide.
- (1) Operators who were assigned late Syracuse University shuttle runs will have the option to work a late run/late show or revert to the extra list. Late run/late show will mean starting no earlier than 2:00pm. The senior operator would be given the first opportunity to exercise said option.
- (2) Syracuse University operators can bid on hold downs not bid on by regular extra list operators, regardless of the hours or days off.

14.04 Syracuse University has adopted a change in starting time for classes beginning, January 2005. If said changes go into effect, the Company will be allowed to use an additional six (6) part time operators above the 10% limit (exclusively on these SU trippers) while Syracuse University is in session.

ARTICLE XV

SPECIAL PROVISIONS FOR EXTRA OPERATORS

NOTE: When extra operators are working regular runs daily, on hold down or bid, they are governed by provisions outlined in Article XIV (Regular Operators) of this contract.

15.01 Hours of Labor

- (a) All extra operators will be guaranteed eight (8) hours daily. If an extra operator works more than eight (8) hours, the portion over eight (8) hours will not count towards any other day's guarantee. It is understood, however, that extra operators to receive this minimum guarantee, shall report on time twice daily between the hours of 4:00 am and 6:00 pm, if requested. Operators failing to so report shall forfeit their guarantee for that day. Extra operators held for show-up will be paid for all time held at their straight time rate except as stipulated in 15.02.
- (b) Extra operators who are required to report for work after 6:00 pm shall receive pay until completion of such work or until released from show-up and shall be paid for at least one (1) hour.
- (c) No extra operator shall be compelled to work after a thirteen (13) hour spread unless the operator is working pieces of work and then shall not be compelled to work after twelve (12) hours spread unless he so desires.

15.02 Overtime - Extra List Operators:

- (a) Extra operators not receiving a break shall receive the overtime rate for all time over nine (9) hours daily.
- (b) Extra operators receiving a break who work in excess to ten and one-half (10 ½) hours spread will receive overtime for all time in excess of the 10 ½ hours spread.

In 15.02(a) and (b) above, holding time will be counted as platform (driving time).

- (c) Extra operators assigned to operate a scheduled run will be paid in accordance with the overtime provision(s) for regular operators.

NOTE: Also see Article XIII. Section 4 and Article XIV. Section 2 of this contract.

15.03 Extra List Operation:

- (a) The Employer agrees to maintain an extra list adequate to properly take care of the service.
- (b) The extra list will be closed at 11:00 am and posted day to day, Monday through Sunday, by 1:00 pm, setting forth the following day's work. It is understood there can be no changes made to the extra list after 10:00 pm, unless it becomes necessary due to an operator not having the required eight hours off as outlined in 13.13(c).
- (c) Starting a new sign-up, when the first day's list is posted, all operators will be listed in order of seniority regardless of the position held the previous sign-up.
- (d) In assigning work to extra list operators, the run finishing first shall be given to the first operator marked up and so on down the list. Any work other than runs shall be marked up with the earliest report time coming first and so on down the list in the proper sequence.
- (e) If the outside spread time factor should go over the prescribed spread of the first available show-up operator, they shall be required to accept said run and will work the first half only then to be put on hold. It is understood said operator shall have at least thirty (30) minutes off for lunch, will not lose his or her guarantee for the day, and will rotate on the

extra list. The first available show-up operator will have the option to accept the entire run.

- (f) Extra list operators shall be assigned work on a first in, first out basis in proper sequence. An operator assigned work will not receive another assigned job until all other available operators who have not received work have been assigned work. However, it is understood operators on a second show will be considered as operators who have not received work as far as pieces of work are concerned. It is understood that an operator on a Miss-out - Late Show shall not be assigned work until all other available operators are assigned work.
- (g) An operator scheduled to work in sequence on a junk day may refuse to work over his 12-hour spread. Said operator refusing shall remain in sequence to work assigned work within their 12-hour spread. If no other operators are available at the time the work is given out, said operator will be required to take the work and will be relieved, if requested, as soon as possible so as not to go over the 12-hour spread as specified in 15.01(d).
- (h) Show-up: When an operator reports for work, he/she shall be expected to perform the work assigned and remain on duty until released by the service supervisor, in accordance with the provisions of this agreement.
- (i) An operator on a show-up who is available for work at the time a run is due to be out and is given said run late (past the reports) shall be paid for the complete run.
- (j) An operator who is not available for work when a run is due out shall be paid for the time worked and rotate on the extra list.
- (k) Operators assigned the previous day to a run or a charter available to the extra list to run eight (8) hours or more shall drop on the extra list, all other operators shall rotate on the extra list. It is understood that if an operator receives an eight (8) hour charter that is canceled, or returns prior to the closing of the extra list, said operator shall also rotate.
- (l) An operator working a tripper, etc. or on show-up and performs work shall not be excluded from working a run, provided it is not scheduled over the thirteen (13) hour spread and said operator is in sequence to be given the run.
- (m) An extra list operator assigned a run, but not completing the run shall be considered an operator who has received a run, if by his or her own action, the run was not completed.

- (n) If you request a late show and you are marked up for a run or an eight (8) hour charter, your position is then governed by the run or eight (8) hour charter you would have received, therefore, you would drop on the list.
- (o) An extra list operator's position on the extra list who signed the day-off book shall be determined by what the operator would have received on the day or days the operator has signed off for.
- (p) Extra list operators who are off sick shall retain their position on the extra list, and on their return to work their position shall be determined by what they would have received the day previous to their return to work.
- (q) If an operator requests a change in work assignment (which is granted) to a later time than originally assigned, your position on the list is then governed by what the operator one below you receives.
- (r) An operator serving time at the bottom of the list and on show-up shall not be called in earlier than their assigned show-up time until all extra list operators on a show-up are called in sequence to come in earlier than their assigned show-up time.
- (s) Regular or extra operators serving time at the foot of the extra list shall receive the minimum guarantee. The service supervisor will not assign work to other employees at time and one-half when he/she has been notified that an employee is or will be serving time on the foot of the extra list and available for work.
- (t) Operators out of work due to sickness for five (5) days or more will drop off the extra list. When said operator returns to work his or her name will be added to the bottom of the extra list prior to the rotation of the extra list.
- (u) An operator who is marked up for a run and cannot work the assignment due to not having the required eight (8) hours off, and who works a junk day in lieu of the run assigned, shall rotate on the extra list.
- (v) An operator on a show-up who is assigned a run, or an eight (8) hour charter shall rotate on the following day's list.
- (w) An extra list operator who is on show-up who calls in sick in accordance with the contract, shall rotate on the following day's list. An operator calling in sick that is not in accordance with the contract shall drop on the following day's list.

ARTICLE XVI.

SPECIAL PROVISIONS FOR MECHANICAL AND MAINTENANCE
DEPARTMENT EMPLOYEES

16.01 Hours of Labor:

- (a) The work week for all garage, shop and maintenance employees will be on the basis of eight (8) hours daily, five (5) days per week. The overtime rate shall be paid after 40 hours worked per week in conjunction with the overtime provisions in 16.03. All employees on the first shift will have consecutive days off. Where ever possible, employees on the second and third shifts will have consecutive days off and it is not necessary to pay overtime to cover absences and complete necessary work to be performed.
- (b) For the duration of this contract, there will be no changes in the first shift working schedule insofar as split shift schedules are concerned. The Employer will be allowed to vary the scheduled hours of first shift employees as follows: a maximum of six (6) employees for a maximum variance of two (2) hours from first shift schedule provided forty-eight (48) hours notice is given. Night bonus will be paid for hours worked during that portion of shift.
- (c) Shift schedules will be as follows:

First shift	7:00 A.M.	-	3:30 P.M.
Second shift	3:00 P.M.	-	11:30 P.M.
Third shift	10:30 P.M.	-	7:00 A.M.
- (d) The major portion of all maintenance work, excluding work performed by cleaners (to a maximum of 5), will be performed on the first shift.
- (1) Maintenance department employees required to perform operation department work, during their normal work shift, on an emergency basis, shall be paid their maintenance department overtime rate while performing said operation department work.
- (e) If it becomes necessary to rearrange work hours on either the second or third shift from the present schedule, work hours and shift hours will be bid according to seniority. Provided that employees affected will be given one (1) week's notice of such change and the change will continue for two (2) weeks or more except in emergency cases which do not exceed two (2) weeks.

- (f) Five (5) minutes shall be allowed at noon hour and night for the purpose of washing up and making out the necessary time cards.
- (g) All employees working on the second and third shifts will be allowed to bid for their days off on May 1st and November 1st of each year according to the work schedule submitted by the Employer in accordance with first, class of work and second, in accordance with mechanical department seniority.
- (h) A miss-out shall be defined as a failure to report for work, or a failure to report for work by the designated starting time. Repeated miss-outs shall subject an employee to discipline.
- (i) Maintenance employees reporting that they are sick and unable to work thirty (30) minutes or more before their designated reporting time will not be charged with a miss-out.
- (j) If an employee has a miss-out, the Company will have the option of having the employee work the rest of his/her shift.
- (k) If an employee calls in within one-half hour report time and says he or she may be late, the Company will allow a 15 minute grace period from the employee's reporting time before charging the employee with a miss-out.
- (l) Miss-outs shall be classified as a level (e) violation.

16.02 (a) The following rate schedules will become effective during the term of this agreement:

	Nov. 1, 2002	Nov. 1, 2003	Nov. 1, 2004	Nov. 1, 2005
First Class Mechanic	\$17.55	\$18.08	\$18.60	\$19.16
Mechanic	\$17.10	\$17.61	\$18.12	\$18.66
Helper	\$16.67	\$17.17	\$17.66	\$18.19

(b) For employees hired prior to November 1, 1981, the following rate schedules will become effective during the term of this agreement:

	Nov. 1, 2002	Nov 1, 2003	Nov. 1, 2004	Nov. 1, 2005
Servicer	\$16.59	\$17.09	\$17.59	\$18.12
Cleaner	\$16.22	\$16.71	\$17.19	\$17.71

(c) For employees hired after November 1, 1981, the following rate schedules will become effective during the term of this agreement:

	Nov. 1, 2002	Nov. 1, 2003	Nov. 1, 2004	Nov. 1 2005
Servicer	\$14.31	\$14.74	\$15.16	\$15.61
Cleaner	\$14.31	\$14.74	\$15.16	\$15.61
Building Maintenance	\$14.31	\$14.74	\$15.16	\$15.61
Steam Jenny Oper.	\$16.47	\$16.96	\$17.45	\$17.97
Board Person	\$16.47	\$16.96	\$17.45	\$17.97

For employees hired after November 1, 1981, and prior July 1st, 1999, the starting rate for (c) above will be as follows:

0 - 3 months	\$2.00 less than current rate
3 - 6 months	\$1.50 less than current rate
6 - 12 months	\$1.25 less than current rate
12 - 18 months	\$1.00 less than current rate
18 - 24 months	\$.60 less than current rate

For employees hired after June 30, 1999, the starting rate for (c) above will be as follows:

0 - 3 months	\$4.00 less than current rate
3 - 6 months	\$3.50 less than current rate
6 - 12 months	\$3.25 less than current rate
12 - 18 months	\$3.00 less than current rate
18 - 24 months	\$2.50 less than current rate
After 24 months	\$2.00 less than current rate

(d) A night bonus shall be paid to employees in the Maintenance Department for each hour worked during the second and third shifts commencing at 3:00 pm and ending at 8:00 am along the following schedules:

Second shift	+ \$.35
Third shift	+ \$.50

16.03 Overtime:

- (a) The Employer will try to distribute overtime work as evenly as possible according to:
 - 1. Classification
 - 2. Qualification
 - 3. Availability.
- (b) Overtime will be kept in the department with employees in that department provided the employee is available and qualified.
- (c) The Employer agrees to maintain a list of Mechanical Department employees who desire to work overtime when overtime is available.
- (d) Supervisor's record of overtime hours worked will be open to inspection by a Union Representative upon request.
- (e) Employees not scheduled to work on a holiday will be paid at time and one-half for all work performed on the holiday.
- (f) Employees required to work on their day off shall be paid the overtime rate. If an employee has not worked a full week and requests to be allowed to work on their day off and the Employer agrees, or if the Employer requests an employee to work on his/her day off and the employee agrees, they will be paid straight time.
- (g) When Mechanical Department or Building Maintenance Department employees are called from their homes for emergency work, they shall be paid at the overtime rate and at no time shall this be less than five (5) hours.

Except, that by mutual consent, the employee may go home after 3 hours worked, and be paid for the 3 hours at the overtime rate.
- (h) Garage employees required to go on road calls shall be paid their overtime rate for all wrecking and towing. If the vehicle is not towed, the straight time rate will apply.
- (i) When all bus service is discontinued due to emergency storm conditions, an employee who is requested to remain on the Employer property over and above his regular scheduled day of work will be paid at the rate of time and one-half.

- (j) On all road calls, any employee below mechanics' helper classification who goes on a road call will be paid the mechanics' helper rate.
- (k) When conditions warrant the use of two employees on a road call, an additional employee will be provided.

16.04 refer to section 9.04(c)

16.05 Promotions - Transfers - Reduction in Forces:

(a) Definitions applicable to this section:

- (1) Promotions: A change to a higher job classification class of work.
- (2) Job Classifications: Utility Man, Mechanics' Helper, Mechanic, First-Class Mechanic, etc.
- (3) Class of Work: Engine and chassis repairing and overhaul, body repairing, electrical work, welding, machinist work, painting, building maintenance work, upholsterer, etc.
- (4) General Mechanical Department Seniority: Starting date of latest period of continuous employment in the Mechanical Department.
- (5) Transfer: Assignment to work to another class of work.

(b) Maintenance Department employees shall be eligible for promotions and job vacancies under the following conditions:

- (1) The following language applies to entry level positions which are Building Grounds, Servicers, and Cleaners.
 - a. Building and Grounds, Servicers and Cleaners may fill a job opening in the next job classification level which is Mechanics' Helper, by seniority. After a three (3) month period, the employee must pass an appropriate written or oral test, determined by management, to remain in the Mechanics' Helper job classification. In the event the employee fails said test, he/she will return to their former position and will not be able to bid on Helper's job for a one (1) year period, he/she must pass the appropriate test at that time and will not be allowed another 3-month period.

- b. Employees hired into entry level positions shall not begin accruing bidding rights for job openings until they have attained the job classification level of Mechanics' Helper.
 - c. Entry level employees shall, however, maintain their seniority rights in all other respects, such as bidding for days off, vacations and floating holidays.
- (2) Mechanics' Helpers are required to remain Helpers for a two-year period during which time he/she must take and pass the appropriate tests determined by management. At the end of the two-year period, if the conditions are met, the employee shall progress to the next job classification level. In the event of a job opening at the next job classification level, the employee may bid on said job and request to be tested prior to the expiration of the two-year period.
- (3) Mechanics are required to remain Mechanics for a two-year period during which time he/she must take and pass the appropriate tests determined by management. At the end of the two-year period, if the above conditions are met, the employee shall progress to the next job classification level. In the event of a job opening in the next job classification level, the employee may bid on said job and request to be tested prior to the expiration of the two-year period.
- (4) Job openings - biddings procedure.
- a. All job openings will be posted for bid except confidential and supervisory positions.
 - b. All job openings will be offered to the senior qualified employee; qualifications shall be determined by an appropriate oral or written test determined by management.
 - c. In the event there is more than one (1) being tested and qualifications are equal, the most senior employee will be offered the job opening.

- d. The successful bidder for any job opening will be given a three (3) month trial period which the employee must complete to the satisfaction of management.
- e. If an employee is called in to discuss qualifications for a job vacancy, the employee may have his or her Union representative present.
- f. After a trial, the Employer will decide whether the employee in question is qualified. Such decision will be subject to the grievance procedure.
- g. The unsuccessful completion of either the written or oral test or the three (3) month trial will prohibit the employee from being requalified for three (3) months. The employee will return to his or her former position and will be eligible to bid any other job vacancy.
- h. The promotional course map will be:
 - i Buildings Maintenance, Cleaner, Servicers, etc.
 - ii Mechanics' Helper
 - iii Mechanic
 - iv First Class Mechanic
- i. No positions will be filled from the outside until all bidding process and trial period have been completed. If qualified employees are not available, the Employer has the right to fill any position with outside help.
- j. The Employer will furnish an adequate set of tools for a ninety (90) day period to the employees who are on a trial basis in the Helper classification. After the trial period, the tools will be returned to the Employer.
- k. When an employee is tested for a position or job opening, the results will be made available for review to the employer, and if the employee wishes, the Union representative.
- l. An employee cannot fill a job vacancy posted at a lower job classification without approval of management. In the event of such approval, the employee shall forfeit his or her current rate of pay and assume the current rate of the posted job vacancy.

- m. Unless mutually agreed upon, it is understood that employees will not be permitted trials for vacancies outside their class of work.
- n. For all bargaining unit employee bid winners, effective immediately, bid winner shall receive awarded bid pay rate. All awarded bid winners will be moved into awarded position as soon as possible and not to exceed 90 calendar days.

(c) Transfers will be governed by the following:

- (1) All transfers shall be based on General Mechanical Department seniority according to the class of work, provided the employee is qualified.
- (2) If mutually agreed upon, an employee in good standing may transfer from one class of work to another, provided the employee is qualified.

(d) Employees will be laid off in the inverse order of General Mechanical Department seniority provided that all job classifications are filled with qualified employees.

- (1) Employees may use their seniority to bump to a different class of work, provided they are qualified. Qualifications shall be determined by testing.
- (2) Employees will be recalled on the basis of their job classification, class of work and qualifications in the inverse order of the layoff.
- (3) First Class Mechanics, Mechanics, and Helpers who are forced to take job classification lower than Helper because of reduction in forces shall be paid at the regular rate according to the job classification they held previously.

(e) Any work which can be performed by garage employees with equipment that is available in the garage will not be subcontracted except in an emergency.

16.06 Substitutions and Temporary Transfers:

- (a) When employees in garage are substituting for employees in a position paying a higher rate of wages, they shall receive the regular rate of wages for that position while filling same if they are qualified.
- (b) When employees in garage are substituting for employees in a position paying the same or a lower rate of wages, they shall receive their regular rate while filling same.
- (c) When a vacancy occurs which extends beyond five (5) weeks, it shall be filled by putting up a temporary bid. Copies of the original bid sheet when posted will be made available to the Union. Also, the name(s) of the bid winners will be made available to the Union upon request.
- (d) Motor Vehicle Inspectors will be paid twenty-five cents (\$.25) per hour extra in the performance of such inspections at the rate of one (1) bus per hour.
- (e) The Employer reserves the right to fill vacancies temporarily with available employees in case of an emergency. Such emergency shall not exceed thirty (30) working days.
- (f) When a servicer or mechanic's helper substitutes in a position which received higher pay, they will receive the higher pay.

16.07 Tool Allowance - Uniform Allowance

- (a) The Employee of the garage, shops and building maintenance departments who are classified as first class mechanics, mechanics, and mechanics' helpers, will furnish their own tools necessary to properly perform various jobs to which they are assigned. The Employer will pay the above named employees, effective the signing of this agreement, and thereafter, \$100.00 per month to compensate for the use of such tools. Payment of the tool allowance will be made on a cumulative basis twice a year on the first pay period in June (for the first 6 months) and the first pay period in December (for the second 6 months) based on allowance accrued by each qualified employee for each preceding 6 month period.
 - (1) Employees to receive this allowance must be in the service of the Employer six (6) months and have the proper tools to perform jobs assigned to them.
 - (2) Employees not required to furnish tools will not receive tool allowance regardless of classification.

(b) A deduction will be made from an employee's tool allowance if he or she is off for one week or more.

(1) An employee who is off one (1) full week will receive a deduction of ten dollars (\$10.00); two (2) full weeks, twenty dollars (\$20.00); three (3) full weeks, thirty dollars (\$30.00).

(2) No deduction will be made while an employee is on vacation or Union business.

(c) Advance payment for tool allowance for which an employee is qualified will be paid upon request before the employee leaves on vacation.

(d) The Employer will provide fire and theft insurance in the amount of \$3,000 (\$500 deductible clause) for the tools of garage mechanics which are stored on the Employer's property. Mechanics covered by this insurance must submit an inventory of tools to the Employer and the insurance company.

(e) The Employer will pay the entire cost of a rental service which furnishes 11 sets of uniforms to shop and garage employees. The Employer will, at the employee's request, pay one half the cost, once every two years, for a winter work coat.

(f) Safety Shoes:

The Employer requires the use of safety shoes for all Maintenance Department employees and will contribute up to \$135.00 toward their cost to a limit of no more than one (1) pair per year.

(g) The Employer agrees to explore the concept of four (4) ten (10) hour days for the work week.

16.08 Rest Breaks

The Employer will provide a ten (10) minute rest break during each four (4) hour period. No other breaks will be allowed.

An exact schedule of breaks will be posted.

16.09 Locker Rooms

The employees agree to keep the locker rooms neat and clean.

Management has the right to inspect all lockers in the presence of the employee who occupies a locker or a Union representative.

16.10 Shifts and Towing Procedures

At no time will a bus operator be compelled to be towed, except in an emergency. If there is a risk of the bus requiring towing a Maintenance Department employee may make the shift.

16.11 The Employer agrees to make every reasonable effort to secure the right to perform warranty work on its property, provided there is adequate training and equipment to perform such work.

ARTICLE XVII.

CENTRO OF CAYUGA, INC. & CENTRO OF OSWEGO, INC. EXCEPTIONS

17.01 (a) The sections of the agreement effective November 1, 1976, that were exceptions, shall continue as exceptions and remain in effect until changed or left the same by negotiations. The parties of this agreement must specify which provisions are applicable, which must be modified, and which are totally non-applicable to Centro of Cayuga, Inc. and Centro of Oswego, Inc.

The following top rates of pay for Cayuga and Oswego will become effective during the term of this agreement:

	Nov. 1, 2002	Nov. 1, 2003	Nov. 1, 2004	Nov. 1, 2005
Bus Operator	\$15.84	\$16.33	\$16.97	\$17.49
Mechanic	\$16.45	\$16.96	\$17.62	\$18.16
1 st Class Mechanic	\$16.89	\$17.42	\$18.10	\$18.66
Servicer – Cleaner	\$13.68	\$14.11	\$14.66	\$15.11

Refer to section 8.04(b)(c) for progression table for Bus Operators

Refer to section 16.02(c) for progression table for Servicer/Cleaner

(b) Progression rate for new hires (part-time) in Oswego and Cayuga will be the same as for full-time employees on those properties.

17.02 General Provisions - Cayuga and Oswego:

- (a) When the Employer has information that a run will be open for five (5) days or more due to sickness or for any other reason, the run shall be posted for bid immediately for a period of five (5) days as a hold down and shall remain posted for bid until Friday at 4:00 pm and said run to be taken on the first day of the following work week. It is understood that this is restricted to one movement only.
- (b) All available full-time employees shall have preference and be used for straight time work before part-time employees are utilized.
- (c) When a full-time operator's position becomes vacant on a permanent basis, or additional operators are hired for full-time employment, qualified part-time employees shall be asked in order of seniority if they desire to work full-time before any outside applications are considered.

- (1) At the Centro of Cayuga, Inc. facility, the following process will define the progression of part-time operators to full-time status.

Part-time operators who work a minimum of fifteen (15) hours per month, for eight (8) of the previous twelve (12) months, will be eligible for promotion to full-time status when vacancies occur.

In the event that a full-time position becomes open and no part time operators have qualified as above due to insufficient hours worked, the criteria shall be reduced to fifteen (15) hours worked during seven (7) of the previous twelve (12) months, and so on until an operator is selected to fill the vacancy.

The above requirements for hours worked do not apply to employees hired before July 1, 1998.

- (d) In the event that a vacancy occurs by reason that a full-time operator is unable for a period of two continuous months to perform his/her regular duties, qualified part-time operators shall be asked, in order of seniority, if they wish to temporarily fill the aforementioned vacancy. Said employee shall fill said vacancy until the full-time employee returns to work, or until a time that it is decided that the full-time employee will not be returning to work.

Such part-time employee hired to fill such vacancy will be entitled to all rights of a new full-time employee under the contract.

If the full-time operator does not return to work, management will permanently fill the vacancy in accordance with Article 17.02(c). It is understood that in the event that the full-time employee returns to work, the part-time employee filling such vacancy will revert back to part-time status without benefits.

The date on which the employee took the permanent full-time position will be the date of department or bidding seniority. This date will also be the date of Company seniority, unless the part-time operator permanently taking the permanent position is the same employee that temporarily filled the position. In this case, the employee will be entitled to a Company seniority date consistent with the date the employee took the temporary position.

- (e) The Employer may use full-time and part-time operators and mechanics from Centro of Cayuga and Centro of Oswego to supplement the work force at CNY Centro, Inc. after all employees at CNY Centro, Inc. have indicated their availability to work and have been used. Employees from Cayuga and Oswego used on CNY Centro, Inc. property will be paid the top rate of the position they are working in.
- (f) There will be no variance in tool allowance for Oswego, Cayuga, and Syracuse.
- (g) Employees required to travel from Auburn or Oswego to Syracuse for training will be paid one hour at their straight time rate for travel allowance.
- (h) For operators in Oswego and Auburn, if no replacement can be secured to cover the piece of work on time, then a miss-out will be charged if call-in was not within sixty minutes of report time.
- (i) Full-time operators in Oswego and Auburn will sign for vacations in January of each year. The normal vacation allotment shall be one operator per week.

A second vacation opening may be made available for a given week based on mutual agreement between the Union and the Employer, provided the work to be vacated can be filled at the straight time rate.

- (j) A day off book shall be established for Centro of Cayuga Inc. and Centro of Oswego Inc., consistent with the provisions of article 13.13, but with the following exceptions:

- 13.13(2)(a) – one operator may be off on any given day.
- 13.13(2)(c) – change “twelve (12) o’clock midnight” to eight (8) am.
- 13.13(d) – does not apply

All additional requests will depend on availability of operators.

ARTICLE XVIII.

LEAVES OF ABSENCE

18.01 Leaves for Committee Members:

- (a) The members of committees of the Union shall have leave of absence when Union business requires it providing reasonable notice is given by 11:00 am of the day previous to the absence if possible.

- (b) Other Leaves of Absence:

- (1) The Employer agrees to permit employees to be absent for not more than thirty (30) consecutive calendar days in any year providing that manpower will permit such leave of absence, without interfering with their position of seniority. Employees shall have the right to ask for an extension of such leave of absence either by letter or in person. Such extension shall be requested at least five (5) days prior to the expiration of the first leave of absence.

The Union will be notified of all leaves of absence granted. Application for leave must be made prior to the time leave is to begin.

- (2) Employees who are granted leave of absence shall not be called back into service until such leave of absence has expired. If mutually agreed upon, employees may report for work at an earlier period than that for which a leave of absence was asked. They shall take their own runs at the beginning of the next work week.

18.02 Leave for Jury Duty:

- (a) Regular operators absent because of jury duty will be compensated for the difference between jury duty pay and the pay for their regular run. Extra operators absent because of jury duty will be compensated for the difference between jury duty and eight (8) hours straight time pay.

Mechanical Department and Building Maintenance employees absent because of jury duty will be compensated for the difference between jury duty pay and their regular day's pay. Proof of such jury duty is to be made by presenting a jury duty affidavit to the superintendent's office.

- (b) Runs of regular operators serving on jury duty will be left open for the regular operator who should advise the station supervisor as soon as possible of his availability.

18.03 Leave for Military Service:

Under Section 242 of the Military Law of the State of New York, an employee, upon furnishing proper documentation shall be paid his/her salary or other compensation for any and all periods of absence while engaged in the performance of ordered military duty, not to exceed thirty (30) days in a calendar year. In the event that an employee's normal work schedule includes Saturday and/or Sunday, and the employee has ordered military duty on those days, up to four (4) additional days of salary or other compensation shall be paid for said ordered military duty.

18.04 Funeral Leave:

- (a) In the event of death in employee's immediate family, (i.e.: mother, father, stepmother, stepfather, mother-in-law, father-in-law, sister, brother, wife, husband, daughter or son of the employee) such employee will be allowed three (3) day's leave with pay.
- (b) Two (2) day's leave with pay will be allowed in the event of the death of an employee's grandchild or grandparent.

18.05 Sick Leave:

(a) Paid Sick Leave Benefits

- (1) An employee will be entitled to three (3) day's pay per year in pre-paid sick days. After five years of service, full time employees will receive four sick days annually. After ten (10) years of service, full time employees will receive five sick days annually. This payment will be based on the employee's daily regular hours and pay scale as of the implementation of each September sign-up. Maintenance employees shall be paid on the basis of eight (8) hours. Extra list operators will be paid on the basis of nine (9) hours.

The employees can request payment of these three (3) days at any time throughout the contract year. No partial payments will be made except in the case where an employee has used a full day or days for a paid book-off during a contract year, those days will be considered accumulative.

- (2) An employee will have the option each contract year to accumulate the aforementioned three (3) sick days. Accumulated sick days shall be paid on the first day off because of sickness and shall be paid at the regular operator's daily run pay at the time of the request. Maintenance Department employees will receive eight (8) hour's pay. Extra list operators will receive nine (9) hours pay.
- (3) All employees hired within a contract year will accrue credits for pre-paid or accumulative sick days on the basis of one-half (1/2) day per month, up to the limit of three (3) sick days per contract year, for the remainder of that contract year.

At the start of the next contract year after the initial employment date (November 1 - October 31), the employee will be entitled to three (3) sick days in accordance with either 18.05(a) 1 or 3 of our agreement. The fourth and fifth sick days are subject to pre-payment May 1st and thereafter.

The payment of the pro-rated sick days will be based on the pay scale in effect for the employee on the date the pay is requested.

- (4) Prepaid sick day payments will be made on a separate check.
- (5) Those presently employed who have accumulated sick leave through October 31, 1978, may continue to claim these accumulated sick days as needed. These sick day or days shall commence to be paid on the first day off because of sickness.
- (6) If an employee retires or becomes deceased, or resigns with proper notices, and has not collected the sick days set forth in this provision, the Employer agrees to pay the employee, or his/her estate, the sick pay they are entitled to.
- (7) If an employee is discharged, he/she will waive their rights to this benefit.
- (8) An employee will not be eligible to collect prepaid sick leave benefits while he or she is collecting Workmen's Compensation

benefits. The employee will, however, continue to accumulate these benefits. The employee will be eligible to collect the sick leave benefits as pre-paid or accumulated benefits when he/she returns to work. If the employee does not return to work, the sick leave benefits will be paid upon the employee's separation or termination.

(b) Reporting Sick, Etc.:

All employees who are reported sick or granted leave of absence shall not be required to report in full uniform but shall be permitted to report in person, by messenger, or by telephone, through the dispatcher or official in charge that they will be on duty the next day and shall not be required to do any work on the day on which they report. Such report shall be made before 11:00 am.

- (c) An employee who reports sick three times during a period of twenty (20) working days may be required by the Employee Relations Supervisor, Lead Supervisor, Operations Manager, Assistant Fleet Manager, Fleet Manager, Manager of Cayuga, Manager of Oswego, Director of Internal Operations/Support Programs, or the Director of Field Operations/Subsidiaries to furnish a physician's note as proof of illness.
- (d) An employee who returns to work after a period of sickness or disability will be restored to his/her former position according to department seniority at such time as he or she is physically qualified by the Employer's physician.
- (e) If any dispute arises as to the decision of the Employer physician as set forth in paragraph (d) above, either party may, within fifteen (15) calendar days of the receipt of the Employer physician's determination, request in writing that the following procedure commence:
- (1) The Employer will submit to the party of the second part a panel of five (5) physicians who are qualified as specialists in the employee's condition.
 - (2) The party of the second part will select one (1) physician from this panel who shall make an examination of the employee and report thereon. It being understood and agreed that said physician should receive, prior to making his examination of the employee, a description of the duties expected to be performed by said employee in the usual course of his or her employment, said description of duties to be approved by both of the parties.

- (3) A written copy of the examining physician's report as to the employee's physical condition, together with an outline of recommended work limits, will be furnished to both the Union and the Employer. The recommended work limits, will be furnished to both the Union and the Employer. The Employer will not be required to provide employment as recommended by the examining physician, unless such work is available in the normal operations of the Employer.
- (4) Fifty percent (50%) of the cost of such examination shall be borne by each of the parties.
- (5) The decision of the examining physician, as to the employability of the employee, will be final and binding on the parties hereto.
- (f) Mechanical Department employees who are assigned to a lesser position than their former position, after a period of sickness or disability, will be restored to their former position at such time as they are physically qualified by the Employer physician. Provided that an employee must apply to his or her former position within a period of ninety (90) days following the physical qualification.
- (g) Any employee who is displaced, as a result of the procedure in paragraph (f) above, will be entitled to bump down in the regular manner according to General Mechanical Department seniority.
- (h) Physical Examination

Management reserves the right to require an employee on duty to submit to a physical examination or other certified test or tests to determine if the employee is impaired through the use of alcohol and/or drugs.

18.06 Maternity Leave:

Maternity leave will carry the same pay, fringe benefits and employment status, for the period of actual disability, as leave for Non-Occupational Disabilities. Any policy, rule, regulation, or contractual provision inconsistent with this statement is to be deemed amended to incorporate this statement.

18.07 Ministers of God

The Employer will make every reasonable effort to allow employees who are Ministers of God the necessary time off to perform their Ministerial duties, provided their work can be covered at the straight-time rate.

18.08 Medical Furlough Schedule

A medical furlough will be available to active full-time employees, according to the following schedule of years of active service:

Up to 1 year:	6 months
1 to 10 years:	12 months
Over 10 years:	18 months

Medical Benefits will continue for the length of each furlough. The Company may not cancel the medical furlough provided the employee complies with the provisions in the Policy on Attendance and all other contractual requirements.

Medical furloughs for the same injury or condition shall be added together and treated as cumulative, subject to the above limits. Full-time employees who are terminated for medical reasons will have nine (9) months from their termination date to return to full active duty.

For a full description of the Medical Furlough Benefit, please refer to your Policy on Attendance.

ARTICLE XIX.

COMPANY PASSES

- 19.01 The Employer agrees to furnish free transportation in the form of card passes to employees and their spouses on all lines owned, leased, or operated by the Employer. A pass will also be furnished to a pensioner and his/her spouse during their lifetime.
- 19.02 Widows or widowers of employees who become deceased while active employees shall be given a pass for free transportation on all lines operated by the Employer.
- 19.03 Employees riding on free transportation shall not occupy seats to the exclusion of revenue passengers.

ARTICLE XX.

EMPLOYEE TRANSFER

An employee will be allowed to transfer from one department into another department (i.e.: Mechanical to Operations or visa-versa) if mutually agreed upon between the Employer and the Union. All seniority for reason of Employer benefits shall continue without a break, however, seniority rights for bidding purposes shall be frozen on the date transfer is finalized. In the event that an employee returns to the department he or she transferred out of, all seniority rights up to the date frozen shall be restored. If an employee is transferred from one department to another due to a medically related problem, and thereafter returns to his/her former position, he/she will suffer no loss of Company and/or Union seniority. It is understood that this paragraph becomes effective July 23, 1986.

ARTICLE XXI.

UNION OFFICIALS ON EMPLOYER PROPERTY

Bona fide officers of the Union in the performance of their duties on Employer property shall be governed by the same rules and regulations applicable to Employer employees.

ARTICLE XXII.

BULLETINS

The Employer and the Union agree to provide each other a copy of all bulletins posted on bulletin board as soon as practicable.

ARTICLE XXIII.

REDUCING FORCE (LAY-OFF)

When it is necessary to reduce the force, two (2) week's notice will be given, and preference for reemployment will be given employees laid off before any new employees are hired, according to their class of work, if they are qualified.

ARTICLE XXIV.

AGENCY SHOP PROVISIONS

24.01 Membership in the Union is not compulsory, Employees have a right to join, not to join, maintain, or drop their membership in the Union as they see fit. Neither party shall assert any pressure on, nor discriminate against, any employee as regards such matters.

- (a) Membership in the Union is separate, apart, and distinct from the assumption by one of his or her equal obligation to pay his/her own way to the extent that he or she receives equal benefits. The Union is required to represent all employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members of the Union; on this basis this agreement has been executed by the Employer. Accordingly, it is fair that each employee in the bargaining unit pay his or her own way and assume his/her fair share of the obligation along with the grant of equal benefits.
- (b) In accordance with the policy set forth at subparagraphs 24.01 and (a) of this section, all active full-time and part-time employees shall, as a condition of employment, commencing thirty (30) working days after employment and continuing during the term of this agreement while employed in the bargaining unit and so long as they remain non-members of the Union, pay a service charge as a contribution toward the cost of the Union's administration of this agreement and the representation of such employees. The amount of such service charge shall be equivalent to the amount of the Union's regular and usual membership dues exclusive of any initiation fees or other assessments.
- (c) In consideration of the Employer's entering into this collective bargaining agreement, which agreement includes this agency shop provision, the Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities, or costs, including reasonable attorney's fees of the Employer which arise out of entering into or enforcement of said provision or which arise out of the payroll deduction of agency shop fees in accordance with this provision.

NOTE: The section for dues clause check-off should also include a provision for employee authorization for checking off of agency shop service charges in addition to Union dues if necessary under law.

ARTICLE XXV.

PART-TIME OPERATORS

25.01 The following provision governs the use of part-time operators for CNY Centro, Inc.

- (1) No full-time operators will be laid off while part-time operators are employed, except through a voluntary layoff procedure.
- (2) All full-time operators who are discharged for just cause by the Employer will be replaced with a full-time operator within a period of four months from the date of final termination, before any additional part-time operators are hired.
- (3) The Employer will not change, eliminate, or alter runs and/or combinations to give part-time operators additional work.
- (4) If pieces of work are available on a daily basis that are seven (7) hours or more, said pieces will, depending upon the circumstances
 - a. be made into a 5-day run
 - b. be put into a combination
 - c. be worked off of the extra list.
- (5) All show-ups will be worked by full-time operators, except as in 13.05(a).
- (6) All vacation reliefs and runs open because of absences of full-time operators will be worked by full-time operators. However, part-time operators will be eligible to operate parts of a run or miscellaneous duties after all extra-list operators and regular operators available to work have been used.
- (7) Work assignments for part-time operators will not interfere with the operation of the extra list, except as in 13.05(a).
- (8) No more part-time operators than an amount equal to 10% of the number of full-time operators can be used at any one time. Maintenance Department personnel and pensioners are not included in this figure of 10%. It is understood that the above figure does not limit the number of part-time operators that can be used for special events after all full-time operators available have been used in accordance with Sections 10 and 11.

- (9) Part-time operators will be limited to working a maximum of twenty-five (25) hours per week. The above limit is not applicable to part-time operators that can be used for special events after all full-time operators available have been used in accordance with Sections 10 and 11.
- (10) Full-time operators, members of the Maintenance Department, pensioners will be given priority for charter work which is performed at straight time.
- (11) Full-time operators, Maintenance Department employees, and pensioners will be given priority to sign up for Carrier Dome work on the Manley and Skytop routes. Any additional Carrier Dome work may be given to part-time employees.
- (12) Part-time employees will be eligible to operate trippers and non-scheduled work which is not part of a run.
- (13) Part-time operators, as a condition of employment after the completion of thirty (30) calendar days from the day of hire, will pay a weekly service charge (agency fee) to the Union.
 - a. The Union shall give the Employer at least ten (10) day's notice if a part-time operator is one (1) or more months in arrears. If all arrears are not paid to the Union by the expiration of the 10 day's notice, the part-time operator will be suspended from working until all arrears are paid in full.
- (14) Part-time operators shall be subject to the same rules and regulations as full-time employees, plus specialized rules and regulations for part-time employees.
- (15) The probationary period for part-time operators shall be 1,040 hours worked.
- (16) The following sections of this agreement will be applicable to part-time operators:
 - a. Article 1.03, 1.04, 1.05, 1.06
 - b. Article II
 - c. Article III
 - d. Non-discrimination Clause
 - e. 13.08(a)
 - f. 13.15 on a pro-rated basis

- g. 19.01, 19.03 - employee only
- h. Article XXVI
- i. Article XXVII

- (17) Part-time operators will not be eligible for any guarantees, penalty pay provisions, spread time, paid leave, or other fringe benefits applicable to full-time employees. In accordance with the requirements of law, part-time employees shall be covered by the provisions of the Social Security Act and Workman's Compensation.
- (18) Part-time operators will not accrue full-time seniority while so employed. A part-time employee who applies and is accepted for full-time employment shall, for all purposes, accrue seniority only from the date of hire as a full-time employee except as per Article XXX.
- (19) Part-time operators who apply for full-time bus operator's vacancies shall be given preference for such employment, if qualified, on the basis of their part-time seniority.
- (20) A separate seniority list for part-time operators will be made available to the Union monthly.
- (21) A list showing the number of hours worked by part-time operators will be made available to the Union on a weekly basis.
- (22) Part-time operators will be paid the same hourly wage rate as full-time employees, subject to the progressive hiring schedule. For the purposes of applying the progressive hiring schedule, 170.0 hours worked shall be counted as one month.
- (23) When scheduled to work, part-time operators will be guaranteed a minimum of one and one-half (1 1/2) hours per day at their respective hourly rate, and will be paid for all time which they are required by the Employer to perform any duties.
- (24) The Employer will have the option to put, or not to put, a tripper up for bid for full-time operators except as per Article XIII 13.01(m). At the beginning of each sign-up a list of all work not listed on the tripper sheets part-time operators sign will be made available to the Union.

- (25) During the period(s) when school is open the Company will be allowed to use an additional ten (10) part-time operators above the 10% limit (exclusively on school trippers). Post list and make available to a designated Union official daily list of trippers and school tripper part-time operators are working.
- (26) Maintenance Department employees, retirees, and employees whose pension is vested when they leave the full-time employ of the Company who drive as part-time bus operators will be allowed to retain their original seniority date for the purpose of bidding on work.
- (27) Layoff Mechanical Department - Part-Time Operator
- (a) In the event of a layoff in the Mechanical Department, when no employee requests a voluntary layoff, the Mechanical Department employees laid off will be given preference for the first part-time and/or full-time opening as a bus operator, if qualified.
 - (b) It is understood that if the position is part-time, every effort will be made to give the employee forty (40) hours per week.
 - (c) A Mechanical Department employee working part-time will be allowed to retain their original seniority date for the purpose of bidding on work.
 - (d) A Mechanical Department employee working full-time will, for the purpose of bidding rights, accrue seniority from the date he/she starts working as a full-time operator.
- (28) The Company may assign part-time operators to cover extra list work on Sundays. Such assignment(s) will not count toward the maximum working hours limitations set forth in Section 25.01 (8) and (9), and shall not be restricted by Sections 25.01 (5), (6), and (7) of this Article. The Employer agrees that such assignment(s) will not cause a reduction in force of any full-time operator(s).

(29) Special Provision for (non-retiree) part-time operators:

(a) The following book-off schedule shall be in effect for part-time operators who have signed on trippers Monday through Friday:

Signed-On		Book-off Days (per sign-up)	
<u>Trippers</u>	<u>/ Hours</u>	<u>Full</u>	<u>/ Partial</u>
5 minimum	or 10 hrs.	1	2
5	10-20 hrs.	2	4
5	over 20 hrs.	3	6

1. Partial book-off days will only be allowed for part-time operators who work two or more trippers during the course of a day.
 2. A maximum of two part-time operators shall book-off each AM and PM.
- (b) If a part-time operator has not signed on at least five trippers or ten (10) hours (Monday - Friday), they will not be given additional work at the window.
- (c) Part-time operators must sign on ten (10) hours or five (5) trippers (Monday - Friday) or they will not be eligible to work Sundays.
- (d) Part-time operators shall be governed by the same absentee policy as full-time employees except that the number of absences allowed shall be one-half the full-time formula. Upon signing of this agreement, part-time absentee records shall be set back to zero.
- (e) Unpaid leave: Part-time operators who work between 500 and 1,000 hours in the prior calendar year shall receive one week of unpaid leave. Part-time operators who work over 1,000 hours shall receive two weeks of unpaid leave.
- (f) Part-time operators who are unable to sign on five trippers or ten hours minimum because there is not available part-time work, shall be given the first opportunity to sign on available part-time work that becomes open on a casual basis.

- (g) If a tripper becomes open which pays two (2) hours or more, it shall be put up for bid and filled by seniority. The tripper that subsequently becomes open, if there is one, shall be filled on a first-come first-served basis.
- (h) Book-off procedures for part-time shall be the same as the full-time procedure.

ARTICLE XXVI.

EMPLOYEE CONDUCT

26.01

(a) Compliance with Safety Rules:

The Company recognizes that compliance with safety rules and regulations is of the utmost importance. To be effective, all employees must be constantly on the lookout for any condition or action which might be unsafe or careless. Both the Union and the Employer agree to promote all rules necessary to insure safety.

- (1) The Union will cooperate with the Employer in encouraging employees to observe all safety regulations issued by the Employer and to work in a safe manner.
- (2) The Union agrees that the employees shall comply with all reasonable safety rules and regulations when they are made known, and it is the duty of both the Union and the Employer to see that they are enforced.

(b) Clean Work Area:

The Union will cooperate with the Employer in maintaining safe working conditions and improving the cleanliness of all department, machinery, equipment, and facilities used by the employees so that the safety of all workers may be assured.

(c) Defacing Employer Property or Changing Employer Notices is Prohibited:

Any employee who willfully damages or defaces Employer property or adds to or writes over any general notice or bulletin, or posts unofficial bulletins or any notices that are offensive, shall be dealt with severely.

ARTICLE XXVII.

PROBATIONARY PERIOD

All employees hired will be on a six (6) month probationary period (from the date they are "turned in" as a regular operator in the Transportation Department or from the date they are hired in the Mechanical Department).

A probationary employee may be discharged or disciplined at any time within this probationary period and shall not be subject to the grievance procedure.

ARTICLE XXVIII.

GOOD WILL

In consideration of the above, the Union agrees that its members shall perform their labor in accordance with the rules and regulations of the Employer and use their influence and best endeavor to promote and advance to a successful end, the welfare and prosperity of the Employer.

ARTICLE XXIX.

TERMINATING CLAUSE

- 29.01 The foregoing amendments to the former contracts dated the last day of October 1998 will remain in full force and effect except as to the amendments contained in this document. The entire contract, as amended, between the Union and the Employer shall remain in force and be binding on the parties hereto through the last day of October 2002.
- 29.02 After October 31, 2002, this contract shall remain in force from year-to-year unless either party hereto desires a cancellation or changes in its terms and conditions in which case the party desiring such cancellation or change shall notify or submit to the other party in writing, the desired cancellation or changes by September 20, 2002, or September 20 of each succeeding year.

29.03 If any provisions which were in this agreement expiring October 31, 1998 and were not negotiated out, or if any provisions negotiated in the present agreement are omitted, it is understood that any and all such omissions shall be included in the final draft of any new agreement.

ARTICLE XXX.

TEMPORARY FULL-TIME EMPLOYEES

30.01 Part-time bus operators at the Syracuse facility may be moved temporarily into full-time operator positions under the following conditions:

- (a) Temporary full-time employees will only be utilized to replace full-time operators who are on long-term compensation or disability, and only when the long-term sick list exceeds seventeen (17) full-time operators. This temporary replacement will be done on a one-for-one basis.
 - (1) Long-term disability shall mean that a full-time operator must be unable to perform his or her duties for a period of two (2) continuous months. If medical notice is given by the employee that he or she is unable to work for two continuous months, then a temporary full-time operator may be used immediately, subject to (a) above.
- (b) Movement from the status of part-time operator to temporary full-time status will be voluntary.
- (c) The Union will determine movement to temporary full-time status, which will be seniority based. Movement will take place under the following conditions:
 - The Company must give the Union a one week advance notice.
 - Part-time operators who are on disciplinary probation will not be eligible for temporary full-time positions. However, once a part-time operator completes his or her disciplinary probation, he or she may bump the lowest senior temporary full-time operator, effective on the first Monday following the operator's completion of the disciplinary probation period.
 - If a part-time operator is asked if he or she wishes to accept a temporary full-time position, and subsequently

refuses that position, he or she must wait until the next temporary full time position.

- When a temporary full-time position becomes available, any previous temporary full-time seniority accrued by part-time operators will have no bearing on determining which part-time operator will fill the available temporary full-time position.

(d) Upon being moved to temporary full-time status, operators will receive the following benefits for the duration of being temporary full-time operators:

- Full-time employee health benefits.
- Accrual of credit toward vacation time.
- Accrual of credit toward pension benefits.
- Floating holidays on the basis of one floating holiday for every three months worked as a temporary full-time operator.
- Accrual of Company seniority to be applied to their Company seniority once they become permanent full-time operators.
- For purposes of wage progression during temporary full-time status, the employee's prior work time as a part-time operator will be converted to months.

(e) During periods when operators are in temporary full-time status, the following conditions apply:

- Bidding seniority for operators during their term in temporary full-time status will be based on their part-time bidding seniority.
- On the date that a temporary full-time operator becomes permanently full-time, then the operator will begin to accrue full-time bidding seniority.
- When a regular full-time operator returns to duty and there is more than one temporary full-time operator being used, the temporary full-time operator with the least time served as a temporary full-time operator will revert back to part-time status with his or her original part-time seniority.
- When one or more operators are in temporary full-time status and a regular full-time operator leaves the service of the Company for any reason, the full-time operator must be replaced within thirty (30) days of separation or all

temporary full-time operators will revert back to part-time status.

- For any extra work which is bid separately, temporary full-time operators will follow the bidding procedures of part-time operators.
- For tripper sign-up, temporary full-time operators will sign as part-time operators during sign-up periods.

(f) In the event of a service reduction, the following conditions apply:

- No full-time operators will be laid off while temporary full-time operators are working.
- The Company does not have to replace full-time employees who have voluntarily separated from the Company by resignation, retirement, or voluntary lay-off. The Company may utilize temporary full-time employees during and after the service reduction in compliance with the rest of this section.
- Operators who have been moved up to permanent full-time positions may, for a period of up to four (4) months, be moved back to part-time status.

(g) It is understood and agreed by both parties that any provisions not mentioned in this section which are applicable to full-time operators are also applicable to temporary full-time operators. The exception to this is Article XVII.

MEMORANDUM OF UNDERSTANDING

Re: Group Health Care Cost Containment

During the course of bargaining for a new Agreement effective November 1, 1988 through October 31, 1991, the parties agreed that health care cost containment measures would be implemented, effective January 1, 1989. It was also agreed that the wage deduction for employee contribution to the Group Health Care Plan would cease, effective January 1, 1989.

The Union conditioned its Agreement to the cost containment provision on the Company's response to specific questions present, benefit enhancements, and on a specific declaration of Mandatory Hospital Pre-Certification, Pre-Admission Testing, and Mandatory Second Surgical Opinion.

It is hereby agreed that the "questions and answers", benefit enhancements, and cost containment procedures noted above were resolved as follows:

COST CONTAINMENT

1. Mandatory Hospital Pre-Certification

- (a) The Plan requires that the Plan Administrator be notified regarding all non-emergency hospital admissions. A non-emergency hospital admission is any planned or elective hospital admission. This requirement does not apply to emergency admissions or maternity admission.
- (b) Once your physician advises you of a hospital admission plan, you are required to make a phone call to the Plan Administrator. The Plan Administrator will advise you or your physician of the usual hospital stay for your particular treatment. Any extension of hospital confinement must be discussed with the Plan Administrator. The Plan Administrator may contact your physician's office prior to the anticipated date of discharge, regarding your progress and the need for any additional days.
- (c) Failure to pre-certify your hospital stay with the Plan Administrator will result in a \$300 penalty applied towards your inpatient hospital expenses. The amount you are required to pay as a result of a penalty will not count toward the stop-loss amount.
- (d) Should an employee or covered dependent not comply with pre-certification procedures for non-willful, mitigating circumstances beyond their control, they will be afforded a one time forgiveness of the normal penalty.

2. Pre-Admission Testing

If you have your lab test performed as an out-patient, before you are admitted to the hospital for surgery, the Plan will pay 10% of the laboratory costs. The pre-admission tests must be performed no earlier than 10 days before you are admitted.

3. Second Surgical Opinion

(a) Second Surgical Opinion Program provides that before certain elective surgical procedures, you or your dependent may be required to seek a second opinion before any surgery is performed. Once you have obtained the second opinion, and even a third opinion in some cases, it is your decision whether or not to go ahead with surgery. Plan benefits will be paid at the normal level.

(1) However, if you do not obtain the second opinion if required by the Plan Administrator and have the surgery performed, a \$250 penalty will be applied toward the surgical expenses.

(b) The Plan will pay 100% of the cost of a second opinion anytime the P.A. requires one when your surgeon recommends elective surgery. If the second opinion does not agree with the first opinion, you may choose to get a third opinion to confirm the need for surgery. The Plan will pay 100% of the cost of the third opinion.

(c) A second surgical opinion is not mandatory for emergency surgery.

(d) The physician rendering the second opinion must be a specialist in the field and may not be practicing within the same group as the physician who originally recommended the surgery.

BENEFIT ENHANCEMENTS

Reimbursement for Emergency Accident and Illness

The comprehensive Group Health Plan will provide reimbursement at the usual, reasonable and customary level for up to \$200 for the treatment of emergency accidents. This reimbursement will apply only if the treatment is secured in a physician's office, ambulatory surgical center, or in a private physician's office which is staffed by acute care specialists. Such offices and centers must be established to treat and care for emergencies, or urgent medical problems.

Physical Therapy

A physical therapy benefit will be paid when performed on outpatient by a licensed physical therapist.

ADMINISTRATION PROCEDURES

Recognizing there has been negotiated changes in GROUP TERM LIFE INSURANCE, GROUP HEALTH BENEFITS and PENSION, the Company will conduct a comprehensive educational program on all employee benefits. The program will include, but is not limited to the following:

1. Written notification to all members of the Collective Bargaining Unit of all changes in employee benefits.
2. Posted notification of the Health Care Cost Containment measures.
3. Quarterly reminders to all members of the Collective Bargaining Unit of Health Care Cost Containment measures.
4. Educational information regarding the new Medicare Law.
5. Notification to the Union of pension exit interviews.
6. Availability of the Department of Human Resources management to discuss new plan revision individually or collectively.

DATE: April 2, 2004

CNY CENTRO, INC.

CENTRO OF CAYUGA, INC.

CENTRO OF OSWEGO, INC.

BY: Frank Kobliski
FRANK KOBLISKI
EXECUTIVE DIRECTOR

DIVISION 580 OF THE
AMALGAMATED TRANSIT UNION

BY: Dorothy L. Hunter
DOROTHY HUNTER
PRESIDENT

BY: Charles Watson
CHARLES WATSON
BUSINESS AGENT