Contract Database Metadata Elements

Title: Batavia Bus Service Inc. and Service Employees International Union (SEIU), Local 200United (2006)

Employer Name: Batavia Bus Service Inc.

Union: Service Employees International Union (SEIU)

Local: Local 200United

Effective Date: 10/01/06

Expiration Date: 09/30/11

PERB ID Number: 7258

Unit Size: 12

Number of Pages: 20

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/
AGREEMENT

Between

B LINE

BATAVIA BUS SERVICE, INC.

And

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 200UNITED

Effective October 1, 2006 to September 30, 2011

RECEIVED

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUL 8 2006

ADMINISTRATION

6 FT DRIVERS
6 PT DRIVERS
<table>
<thead>
<tr>
<th>SECTION</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Objective</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Coverage</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Union Security and Checkoff</td>
<td>4</td>
</tr>
<tr>
<td>4</td>
<td>Probationary Period</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>Bulletin Boards</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>Court and Other Duties</td>
<td>5</td>
</tr>
<tr>
<td>7</td>
<td>Leaves of Absence</td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>No Strike/No Lockout</td>
<td>6</td>
</tr>
<tr>
<td>9</td>
<td>Seniority</td>
<td>6</td>
</tr>
<tr>
<td>10</td>
<td>Layoff and Recall</td>
<td>8</td>
</tr>
<tr>
<td>11</td>
<td>Union Stewards</td>
<td>8</td>
</tr>
<tr>
<td>12</td>
<td>Grievance Procedure</td>
<td>9</td>
</tr>
<tr>
<td>13</td>
<td>Discharge and Discipline</td>
<td>10</td>
</tr>
<tr>
<td>14</td>
<td>Management Rights</td>
<td>11</td>
</tr>
<tr>
<td>15</td>
<td>Overtime and Uniform Allowance</td>
<td>11</td>
</tr>
<tr>
<td>16</td>
<td>Rest Periods</td>
<td>12</td>
</tr>
<tr>
<td>17</td>
<td>Vacations</td>
<td>12</td>
</tr>
<tr>
<td>18</td>
<td>Holiday Pay</td>
<td>16</td>
</tr>
<tr>
<td>19</td>
<td>Sick Leave and Personal Leave</td>
<td>17</td>
</tr>
<tr>
<td>20</td>
<td>Health and Life Insurance</td>
<td>17</td>
</tr>
<tr>
<td>21</td>
<td>Safety</td>
<td>18</td>
</tr>
<tr>
<td>22</td>
<td>Wages</td>
<td>18</td>
</tr>
<tr>
<td>23</td>
<td>Pension Plan</td>
<td>18</td>
</tr>
<tr>
<td>24</td>
<td>Legislative Approval</td>
<td>18</td>
</tr>
<tr>
<td>25</td>
<td>Complete Agreement</td>
<td>19</td>
</tr>
<tr>
<td>26</td>
<td>Separability</td>
<td>19</td>
</tr>
<tr>
<td>27</td>
<td>Conformity to Law</td>
<td>19</td>
</tr>
<tr>
<td>28</td>
<td>Term of Agreement</td>
<td>19</td>
</tr>
<tr>
<td>Appendix “A”</td>
<td>Voluntary COPE Deduction Authorization Form</td>
<td>20</td>
</tr>
</tbody>
</table>
BY AND BETWEEN

BATAVIA BUS SERVICE, INC., a subsidiary of the Rochester-Genesee Regional Transportation Authority, a public benefit corporation of the State of New York, with its principal offices at 1372 East Main Street, Rochester, New York, hereinafter referred to as “Company”, party of the first part

and

LOCAL 200 UNITED OF THE SERVICE EMPLOYEES INTERNATIONAL UNION, an unincorporated association principal office of said Local at 2495 Kensington Avenue, in the City of Buffalo, New York, hereinafter referred to as the “Union”, party of the second part.

THE PARTIES DO HEREBY AGREE AS FOLLOWS:

SECTION 1
OBJECTIVE

1-1. The purpose of this Agreement is to promote and insure harmonious relations, cooperation, and understanding between the Company and the Union, to insure collective bargaining, and to that end the Company pledges itself to give to its employees, consideration and courteous treatment, and the employees, in turn, pledge themselves to render to the Company loyal and efficient service, and to promote and advance to a successful end the welfare and prosperity of the Company and its employees.

SECTION 2
COVERAGE

2-1. The Union is recognized as the exclusive bargaining representative for all employees of the Company in the Unit hereinafter referred to for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

2-2. Operating and Maintenance Unit. The unit shall consist of all full-time or part-time employees of the Company, excluding the manager, office assistant/dispatchers, and supervisory employees employed at Batavia Bus Service, Inc., 153 Cedar St., Batavia, New York.

2-3. Definitions. The words “employee” or “employees” as used herein refer to employees covered by this Agreement.

A. Full-time employees are those employees who work an average of thirty (30) or more hours per week. Full-time employees are entitled to wages and benefits as set forth in this Agreement.

B. Part-time employees are those employees who work less than an average of thirty-five (35) hours per week on an annual basis and are entitled to the wages and benefits as set forth in this Agreement.
C. "Regional Manager" shall mean the Manager of BBS, Inc.

D. "Violation" shall mean an alleged rule violation.

E. "Grievance" shall mean allegation or claim of misinterpretation or misapplication of the terms and conditions of the Agreement between the Company and the Union.

F. "Business Days" – Monday through Friday, 8:30 AM – 5:30 PM.

G. The employer shall notify the Union on a semi-annual basis of the average hours that each part-time employee works within that semi-annual period. It is understood that for the purposes of this Agreement, the annual average hours shall be used to calculate the benefits herein, when applicable.

SECTION 3
UNION SECURITY AND CHECKOFF

3-1. The Company will make available to all employees in the bargaining unit within a reasonable period of time following the execution thereof, a copy of this Agreement.

3-2. The Company will promptly notify the Steward of each new employee covered by this Agreement.

3-3. Upon receipt by the Company of a mutually agreed upon authorization form from an individual employee covered by this Agreement, the Company will each month deduct from the employee’s pay to become due in that month, provided such authorization has not been revoked in writing, the amount owed to the Union for uniform dues, and initiation fees. The Company agrees to deduct the Agency Fee as provided in the Taylor Law after 30 calendar days of employment of those not members of the Union.

3-4. The Company will remit all deductions made to the Unions’ office at 2495 Kensington Avenue, Buffalo, New York, not later than the tenth of the month following the month in which such deductions were made.

3-5. The Union will initially notify the Company as to the amount of dues to be deducted. Such notification will be certified to the Company in writing over the authorized signatures of the officer or officers of the Union. Changes in the Union membership dues rate will be similarly certified to the Company and it shall be done at least one (1) month in advance of the effective date of such change.

3-6. The Union will indemnify, defend, and hold the Company harmless against any claims made and against any suit instituted against the Company on account of any checkoff of Union dues.

3-7. The Union agrees to refund to the Company any amounts paid to it in error on account of checkoff provisions upon presentation of proper evidence thereof.
SECTION 4
PROBATIONARY PERIOD

4-1. Employees covered by this Agreement shall be considered probationary employees for a period of sixty (60) calendar days from the date of hire. It is understood and agreed that probationary employees may be disciplined or discharged in the sole discretion of the Company at any time during the probationary period without recourse to this Agreement. The probationary period may be extended by mutual consent between the Union and the Company.

SECTION 5
BULLETIN BOARDS

5-1. The Company at its location where employees are regularly assigned shall provide a suitable space for a bulletin board, which shall be furnished by the Company, and being for the exclusive use of the posting of notices and announcements of meetings, elections, appointments to offices and results of elections, social, educational or recreational affairs of the Union.

5-2. At the Company's discretion, there shall also be a bulletin board maintained by the Company for the purpose of posting Company notices to employees.

SECTION 6
COURT AND OTHER DUTIES

1. Attendance at Hearings, Trials or Company Offices. Employees when specifically requested by the resident manager to attend judicial or other hearings or trials, or for conferences with the Company's attorneys, shall be paid at their regular hourly rates for the time when actually in attendance at such meetings or hearings.

6-2. Jury Duty. Any employee selected for jury duty shall give his immediate supervisor seven (7) days written notice. Such employee shall receive regular pay, less any fee earned for being a juror for the extent of the obligation, as a juror required by the court on a regularly scheduled workday of the employee. The employee will cooperate with the Company in a request for deferral of jury duty whenever, in the Company's judgment, such request is necessary. When an employee on jury duty is released by the Court during his regular workday, he shall call the Company office to find out if there is any available work for him to perform.

SECTION 7
LEAVES OF ABSENCE

7-1. Bereavement. For all full-time employees, in the event of the death of one of the following members of an employee's family; parents, spouse, children, step-children, grandchildren, step-grandchildren, brother or sister, father-in-law and mother-in-law, brother-in-law or sister-in-law. The employee shall be granted paid leave for three (3) days. In the event of the death of a niece/nephew the employee shall be granted one (1) day. This leave to include the day of the funeral, provided that all such days were regularly scheduled workdays of the employee.
7-2. **Personal Leave of Absence.** The Company, in its sole discretion, may grant a personal leave of absence with or without pay for reasons other than those outlined in this Article. An employee desiring such leave shall submit a written request, outlining the purpose and length of time for which the leave is requested. Any employee granted a paid leave shall be entitled to all benefits provided elsewhere in this Agreement. An employee granted an unpaid leave shall not be entitled to such benefits (including, but not limited to, health insurance, vacation, and holidays) except that he shall be entitled to continuance of fringe benefit programs by contributing all necessary payments (where such programs permit payments by individuals). Any employee who has exhausted or is not entitled to another leave under this Agreement shall apply for a leave under this Section. Failure to return to work on the approved termination date of a leave granted under this Section, shall result in termination of employment as of that date. An employee's seniority will continue throughout a paid or unpaid leave of absence except as otherwise provided in this Agreement.

7-3. **Sick Leave of Absence.** An employee on a bona fide sick leave of absence supported by satisfactory medical evidence (i.e., proper Disability or Workmen's Compensation papers) shall have his/her insurance continued for a maximum of nine (9) months. The employees' position and seniority shall be held for twelve (12) months.

**SECTION 8**

**NO STRIKE/NO LOCKOUT**

8-1. It is specifically agreed between the parties hereto that there shall be no lockout of any kind, or for any cause, on the part of the Company, and the Union agrees that it will not engage in, encourage, condone or assist or participate in any strike, slowdown or concerted refusal to work. In the event of an alleged violation of this duty not to strike, the Union shall immediately advise each member of the bargaining unit in writing to cease and desist from any wrongful conduct. Any employee who engages in prohibited conduct described above or who refuses to cross any picket line shall be subject to dismissal or other discipline by the Company.

**SECTION 9**

**SENIORITY**

9-1. **Determination ofSeniority.** Seniority shall be determined and seniority lists maintained in the manner set forth in this section.

9-2. **Definition.** Seniority shall mean an employee's length of continuous service with the Company since his last date of hire with Batavia Bus Service, Inc., or its predecessors. Where two or more persons were hired on the same day, seniority among such employees shall be determined alphabetically. There shall be no seniority for probationary employees.

9-3. **Loss of Seniority.** An employee's continuous service and all of his seniority rights shall be terminated by any one of the following:

a. Voluntary quit.

b. Discharge for cause.
c. An employee absent for three (3) consecutive working days without prior notification of a valid reason to his supervisor shall be considered a voluntary quit beginning on the first day of such absence.

d. Failure to return to work when recalled from layoff.

e. Failure to return to work at the expiration of a leave of absence.

f. Retirement.

g. Has been laid off and not recalled pursuant to the time limits provided for in Section 10.

9-4. **Seniority Lists.** The Company shall maintain separate seniority lists, arranged according to seniority within each group of Bus Drivers:

a. Full-time

b. Part-time

Each list will show name and seniority date and shall be furnished to the Union within ninety (90) days after the signing of this Agreement and once each year thereafter.

9-5. **Vacancies.** Where vacancies in job classifications within the bargaining unit occur, the Company will post information relating to such openings including the hours available, on bulletin boards for a five (5) day period before filling the openings from outside the bargaining unit. During the five (5) day period, the Company agrees to consider present employees for such vacancies on the basis of qualifications and seniority. the posting will be taken down at 5:00 p.m. on the fifth day. Full-time employees may also bid a part-time job on a permanent basis if there is an open part-time piece of work. A realignment of part-time work of more than thirty (30) minutes shall require the posting of the entire job.

9-6. **Temporary Transfers.** It is understood that the Company may assign either full-time or part-time employees to any full-time or part-time job for periods not to exceed fifteen (15) working days for purposes of temporary transfer and prior to or during the course of posting such job. Employees so transferred shall be paid their regular rate, or the rate of the job, whichever is higher. If work is scheduled or available within the unit but management requires the employee to work outside of the unit (i.e. dispatch), the employee will receive the higher rate of pay.

9-7. Full-time employees shall have the ability to take a part-time position on a permanent basis if there is a part-time employee that agrees to switch to the full-time position. Part-time employees shall be solicited for such a switch based on their seniority.

The full-time employee opting for a part-time position shall be accepting the following conditions:

a. Shall be on the part-time seniority list in accordance with their overall company seniority.
b. Shall only be able to return to a full-time position if a vacancy occurs. However, they may not transfer back to full-time during the first year of the date they started as part-time.

c. The switching of benefits shall be simultaneous.

d. The switch must become effective on the first of a month.

SECTION 10
LAYOFF AND RECALL

10-1. Layoffs. Layoffs, for whatever reason, shall occur in the inverse order of seniority in the job classification in which a layoff occurs. Exceptions in the application of the above-mentioned seniority may be made in cases where the employees have exceptional skill by mutual consent between the Union and the Company. In the event of vacancies, laid-off employees shall be recalled in the reverse order of the layoff and before any new employees are hired provided the employee to be recalled is qualified to perform the work available. Employees on layoff shall be offered employment at the then prevailing rate for the work to be performed. A refusal of an offer of recall from layoff shall constitute a voluntary quit.

Employees shall remain on the recall list based on the following schedule:

<table>
<thead>
<tr>
<th>Amount of Seniority</th>
<th>Recall Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-6 months</td>
<td>2 months</td>
</tr>
<tr>
<td>6 months to a year</td>
<td>6 months</td>
</tr>
<tr>
<td>1 year to 5 years</td>
<td>12 months</td>
</tr>
<tr>
<td>5 years and over</td>
<td>24 months</td>
</tr>
</tbody>
</table>

After the recall period has expired and an employee on layoff has not been recalled, his employment shall be considered terminated.

SECTION 11
UNION STEWARDS

11-1. Employees within the bargaining unit shall be represented by a Steward.

11-2. The Union shall furnish the Company with the name of the Steward and shall keep the name current at all times. An alternate Steward may be appointed by the local Union President to serve in the absence of the regular Steward.

11-3. The Steward shall be permitted during working hours to perform the duties of a Steward under the grievance procedure of this Agreement, to the extent that such duties do not unduly interfere with his normal occupational responsibilities or those of any other employee.
1-4. The Company, in its sole discretion, may grant additional time to the Steward.

11-5. A non-employee Union representative may consult with employees in work areas before the start of each work shift or after the end, thereof, provided that such meetings do not interfere with the normal and efficient operation of the Company.

SECTION 12
GRIEVANCE PROCEDURE

12-1. Purpose. The purpose of this procedure is to provide for a settlement of any disagreement concerning the interpretation or application of this Agreement.

12-2. Grievance and Grievance Procedures. In the settlement of a grievance under the terms of this Agreement, the following procedures shall be observed.

Step 1.
A grievance must be submitted in writing within ten (10) working days by the employee and/or the Union after the act or incident was known by the employee and/or the Union. When requested by an employee, the Steward may investigate any alleged or actual grievance in his/her assigned work area and assist in its presentation. The Steward may be allowed a reasonable time during working hours without loss of time or pay upon notification to, and approval by, the Regional Manager. Any grievance submitted in a due and timely manner as herein provided shall be processed as follows:

Step 2
The grievance shall be answered in writing by the Regional Manager or designee within ten (10) working days after the initial receipt of such a grievance. Said written response will be given to the grievant and the Union. If the Regional Manager denies the grievance, the Regional Manager will in the written response set a date and time within the aforementioned ten (10) working days to meet with the grievant and/or his/her Union representative to attempt to settle the grievance.

Step 3.
If grievance is denied in Step 2, then the employee and/or the Union within ten (10) working days from the receipt of the Company’s denial may appeal the grievance to the Vice President of Paratransit and Regional Operation.

The Vice President of Paratransit and Regional Operations shall meet with the grievant and/or the designated Union representative with ten (10) working days of receipt of the submission of the grievance. If the grievance is not settled by mutual agreement at this meeting, the Vice President of Paratransit and Regional Operations shall answer the grievance within ten (10) calendar days. This response will be in writing to both the grievant and the Union.

Step 4.
If the grievance or dispute is not satisfactorily adjusted at Step 3, the aggrieved party, with the consent of the Union, may request the appointment of an arbitrator to hear the case, provided such request is made in writing within ten (10) business days of the
decision at Step 3. Such request shall be made to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators. The Company and the Union shall within a reasonable time thereafter strike names alternately from the list until one remains who shall be designated the arbitrator for the grievance in question. The arbitrator shall not have the power to set or change wage rates or compensation, or to add to, subtract from or modify any of the provisions of this Agreement.

12-3. Any award of back pay shall be limited to what the employee would have earned from the Company during the applicable period less any other compensation received by the employee as earnings for personal services during the same period. The arbitrator’s decision shall not create the basis for retroactive adjustment in any other case.

12-4. The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator shall be shared equally by the Union and the Company. All other expenses of arbitration shall be borne by the party incurring them.

12-5. It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Therefore, it is agreed that there shall be time limits within which a grievance must be filed, between the initiation of a grievance and its progress through steps of the Grievance Procedure and within which each decision must be given. Any grievance not initiated or taken to the next Step, as set forth in the time limits stated above will be considered discontinued and further appeal will be barred. Failure of the Company to provide a decision at any stage shall permit the lodging of an appeal at the next stage of the procedure within the time that would have been allotted had the decision been communicated on the final day.

SECTION 13
DISCHARGE AND DISCIPLINE

13-1. In cases of discharge or a disciplinary suspension without pay for a period in excess of five (5) working days, the Company shall provide written notice to the employee, his Steward, and the Local Union within two (2) working days.

13-2. When the Company reprimands or warns an employee, such reprimand or warning shall be in writing. A copy thereof shall be provided to the employee, a copy placed in his personnel file, and a copy mailed to the Union.


1. A violation will be considered filed when an employee receives written notice of the violation. The Written notice will contain a brief outline of the violation and dates the employer became aware of the alleged violation.

2. An employee will receive notice regarding alleged rule violations in writing within five (5) business days that the employer becomes aware of the cause that precipitates the violation notice.
3. A violation notice not filed within the five (5) business days as stated above will be waived and thereafter not subject to disciplinary action by the Company.

4. When an employee has received written notice regarding an alleged rule violation, the Company and the Union will agree upon a meeting date to discuss the violation. The meeting date will occur within ten (10) business days of the date of the written notice to the employee. When an employee is on vacation, sick, or for any valid reason not available, it is understood that these days will not count towards the ten (10) business day limit.

5. The employer will give a decision, in writing, within five (5) business days of the hearing.

**SECTION 14**

**MANAGEMENT RIGHTS**

14-1. The Company retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement, to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause, to hire, layoff, assign, transfer, promote and determine the qualifications of employees, to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

**SECTION 15**

**OVERTIME AND UNIFORM ALLOWANCE**

15-1. The Company shall pay time and one-half the employee’s regular hourly rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week.

15-2. The Company will pay BBS drivers an allowance of one hundred- fifty ($150.00) dollars per year as a uniform allowance paid quarterly on 1/1, 4/1, 7/1 and 10/1. These payments shall be made to a uniform house selected by the Company. Effective January 1, 2007, an amount equal to one quarterly allotment shall be advanced to drivers upon successful completion of training. For example, a driver who completes training on February 3 would receive his/her April 1 quarterly allotment on February 4. The driver would then not be eligible for another quarterly allotment until July 1. A maximum of three hundred dollars ($300.00) may be accumulated for the uniform allowance. Current employees will have six months after ratification of the contract to bring their current uniform balances in compliance. Any employee hired on or after November 1, 2006 shall have six months to obtain a BBS uniform set of clothes. During this six-month period, the member will wear clothing items similar to the company style of uniform (i.e., polo shirts, blue or black pants).
15-3. **Guarantee Time:** In the event that work is cancelled, all full-time employees on duty at the time of such cancellation will receive a four-hour guarantee. Those employees who have not yet reported for duty do not receive the four-hour guarantee. In the event that work is cancelled within ½ hour of an employee’s punch-in time, those employees will be paid a guarantee of three (3) hours.

Call-In Work: If a driver is called to cover work, that driver will be paid a minimum of three (3) hours per day. The guarantee applies only to a driver who has been called in to operate a BBS vehicle in revenue service.

15-4. **Guarantee Time:** Part-time employees shall be guaranteed one and one-half (1½) hours for each scheduled assignment (i.e., AM work, PM work). However, if only one assignment is worked, the part-time employee would only be guaranteed two hours daily. In the event that work is cancelled, all part-time employees on duty at the time of such cancellation will receive a two-hour guarantee. Those employees who have not yet reported for duty do not receive the two-hour guarantee. In the event that work is cancelled within one-half hour of a part-time employee’s punch-in time, those employees will be paid a guarantee of one and one-half (1½) hours.

Call-In Work: If a part-time driver is called to complete a full-time piece of work, that driver will be paid a minimum of three (3) hours per day while operating in revenue service. The one and one-half (1½) hours or two (2) hours of daily guarantee will apply when called to complete a part-time piece of work while operating in revenue service.

15-5. Employees shall be paid for mandatory meetings or training only for the actual time of the mandatory meeting or training. Mandatory group training will be scheduled at BBS or if off-site, transportation shall be provided to the training site. If an employee misses the pre-scheduled training, the employee shall be responsible for travel to an alternate location. If an employee is scheduled for mandatory remedial training off-site, the employee shall be responsible for travel to the training site.

**SECTION 16**

**REST PERIODS**

16-1. The Company shall provide all employees with a ten (10) minute rest period during each continuous work period of at least four (4) hours. It is understood that the efficient operation of the Company may prevent the allowance of this rest period in some instances. Employees scheduled to work at least six (6) consecutive hours per day will be granted a thirty (30) minute paid lunch, or full-time employees working a split shift shall be entitled to two (2) 15 minute breaks during their 8 hour shift.

**SECTION 17**

**VACATIONS**

17-1. The program will contain provisions for the former vacation, personal, and sick leave accruals. Paid Time Off (PTO) promotes a flexible approach to time off. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness, appointments, emergencies or other needs that require time off from work.
Full time employees who are regularly scheduled to work at least forty hours per week shall receive eight hours pay for the following holidays:

- New Year’s Day
- Memorial Day
- Labor Day
- Christmas Day in addition to PTO.

Martin Luther King Day
July 4th
Thanksgiving Day

Part-time employees shall be entitled to four (4) hours pay for each of the following holidays:

- New Year’s Day
- July 4th
- Thanksgiving Day
- Christmas Day in addition to PTO.

Part-time BBS drivers working 20 hours weekly would be eligible to 50% of the PTO benefit. Part-time drivers working less than or more than 20 hours weekly would be eligible for a pro-rated benefit.

Full-time BBS drivers will accrue PTO based on the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual Per 1-Wk Pay Period</th>
<th>Annual PTO Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>2 hours</td>
<td>13 days (104 hours)</td>
</tr>
<tr>
<td>1 – 2 years</td>
<td>2.77 hours</td>
<td>18 days (144 hours)</td>
</tr>
<tr>
<td>3 – 7 years</td>
<td>3.54 hours</td>
<td>23 days (184 hours)</td>
</tr>
<tr>
<td>8 – 14 years</td>
<td>4.31 hours</td>
<td>28 days (224 hours)</td>
</tr>
<tr>
<td>15 – 20 years</td>
<td>5.08 hours</td>
<td>33 days (264 hours)</td>
</tr>
<tr>
<td>21 + years</td>
<td>5.85 hours</td>
<td>38 days (304 hours)</td>
</tr>
</tbody>
</table>

PTO can accumulate to a maximum allowance of 960 hours or 120 8-hour days.

Employees will accrue PTO time on a weekly basis. However, full time employees that are not “active” on the payroll for any weekly pay period, do not work, or are not paid for 40 hours will not accrue PTO for that pay period.

A driver must be employed for three consecutive months to be eligible for PTO. Upon completion of three consecutive months, a driver’s accrual is retroactive to the first day of employment.

Part-time BBS drivers working 20 hours weekly would be eligible to 50% of the PTO benefit. Part-time drivers working less than or more than 20 hours weekly would be eligible for a pro-rated benefit.

Any drivers absent from work for no-pay leaves of absence, FMLA leave, New York State Disability or Worker’s Compensation will not accrue PTO. Drivers may not receive PTO and Worker’s Compensation or PTO and New York State Disability.

PTO may be taken in one (1) hour increments. No driver will be permitted to borrow against their PTO banks, so no advance leave will be granted. Payment of PTO will be based on the driver’s regular work pick.

Whenever possible, PTO must be scheduled in advance for time off. PTO is subject to supervisory approval and department staffing needs. Unscheduled absences will be monitored.
Upon retirement, up to 240 hours of accrued unused PTO will be paid. Employees who are terminated for cause will not be paid their unused PTO.

PTO accrual will go into effect with the week ending June 10, 2007. At that time, each driver will be credited with a pro-rated amount of time off consistent with what would have been earned since 10/1/06. For example, if an employee is entitled to 38 days off for vacation, sick, personal and birthday on 10/1/07, and the PTO accrual starts on 6/1, the employee would be entitled to 67% of the time off they would have earned since 10/1/06 or 25.5 days. The remaining 12.5 days due prior to 10/1/07 will be accrued on a weekly basis through PTO.

17-2. Employees shall be compensated at eight (8) times the employee's straight-time hourly rate for each day of vacation. Vacation pay shall be provided to the employee before he commences his vacation.

17-3. Vacations. Vacations will be picked by seniority in December for the following calendar year, in accordance with a schedule made by the Company.

Employees will be called in to the manager's office in order of seniority commencing December 1 (or first workday thereafter) for the purpose of selecting their vacation in blocks of at least one (1) week. Once all employees have been solicited for one (1) week blocks, the solicitation shall start over by seniority whereby employees can choose vacation days.

More than one employee may be allowed to take vacation at one time when scheduling permits. However, if an employee selects the same time period as another, the least senior may be subject to cancellation with at least two (2) weeks notice.

There shall be no bumping of employees out of their vacation choice.

17-4. Part-time to Full-time. In recognition of the service provided by Batavia Bus part time employees, the Union and the Company have agreed to the following:

1. When a part time employee becomes a full time employee, the Company agrees to credit part time employee's years of service (up to a maximum credit of full time service of five years) on a prorated basis for purposes of calculating that employee's entitlement to full time vacation benefits.

2. Part time years of service will be prorated, for purposes of determining entitlement to full time vacation benefits, on the following basis:

   a. If a part time employee's job bid or pick is 4 hours or less per day during his tenure with the Company, four years of part time service will be credited as one year of full time service, up to a maximum credit of 5 years of full time service, for the purpose of determining the employee's entitlement to full time vacation benefits.

Example 1: Mary is hired as a part time bus driver and her job bid or pick is 3.5 hours per day in March 1990. Mary becomes a full time bus driver on June 5, 1999. Because
Mary has nine years of service with the Company as a part time driver, she will be given credit for two years of full time employment and will be entitled to 10 days of vacation as a full time employee.

Example-2: Joe is hired as a part time bus driver in July 1997 and his job bid or pick is three hours per day. Joe is hired as a full time bus driver in November 1999. Because Joe has two years of service as a part time driver, he will be treated as having less than one year of service as a full time employee and will not be entitled to any vacation in his first year of full time employment.

b. If a part time employee's job bid or pick is more than four hours per day during his tenure with the Company, two years of part time service will be credited as one year of full time service, up to a maximum of five years of full time service, for the purpose of determining the employee's entitlement to full time vacation benefits.

Example 1: Joe is hired as a part time driver on December 5, 1994, and his job bid or pick is 4.2 hours per day. On July 1, 1999, Joe becomes a full time bus driver. In his first year of employment as a full time driver, he will be treated as having two years of service for the purpose of calculating his entitlement to full time vacation benefits. Joe will receive 10 days of vacation in his first year of full time employment.

Example 2: Mary is hired in June 1983, to work as a part time driver and her job pick or bid is 5.5 hours per day. On June 5, 1999, Mary is hired as a full time driver. Under the formula set forth above for calculating entitlement to vacation benefits, Mary should be treated as an eight-year employee. However, because this memorandum of understanding caps the credit for part time service at five years, Mary will be treated as an employee with five years of service and will be entitled to 10 days of vacation in her first year of full time employment.

3. Part time employees who become full time employees will no longer be permitted to carry over their remaining part time leave days. All unused part time leave days will be forfeited.

4. The total number of vacation days a part time employee who becomes full time will be entitled to in the first year of full time employment under this memorandum of understanding may not exceed 10 days.

5. All vacation is granted on a "use it or lose it" basis and employees will not receive any payment for unused vacation days. Vacation days are scheduled in advance and, because of staffing needs, part time employees who become full time employees may not be permitted to use all of their vacation days, especially if they become full time employees late in the year. In recognition of the fact that part time employees are provided with 4 to 12 days of part time paid leave, a part time employee who becomes full time on or after July 1 will receive vacation on a prorated basis. A part time employee who becomes full time on or after July 1 will be entitled to use one half of the vacation days to which he would normally entitled in the year that he becomes full time. A part time employee who becomes full time on or before June 30 will be entitled to use the full amount of vacation to which he is entitled in the year that he becomes full time.
a. In Example 1, set forth in Item 2 (a) above, Mary was hired full time prior to June 30, so she will be able to schedule the 10 days of vacation that she receives under the contract as a 4 1/2 year full time employee for any time between May 5, 1999, and December 31, 1999, as staffing needs permit.

b. In Example 1, set forth above in Item 2 (b) and the formula set forth in this memorandum of understanding, because Joe was hired full time on or after July 1, 1999, he will only be entitled one half of the 10 days he would normally be entitled to under the contract. Joe can schedule those 5 days of vacation any time between July 1, 1999, and December 31, 1999. Joe's vacation entitlement under this memorandum of understanding is prorated because of his full time hire date, as staffing needs permit.

c. In Example 2, set forth in Item 2 (b), Mary is not required to prorate her entitlement to vacation benefits because she became full time prior to June 30, so she will be entitled to schedule 10 days of vacation any time between June 5, 1999, and December 31, 1999, as staffing needs permit.

If vacation time is not available due to the staffing needs of the Company, newly hired full time employees who are unable to use their vacation will forfeit any unused vacation days.

SECTION 18
HOLIDAY PAY

18-1. Full time employees holidays:

- New Year's Day
- July 4th
- Thanksgiving Day
- Employee's Birthday
- Martin Luther King Day
- Memorial Day
- Labor Day
- Christmas Day

18-1-a. Part time employees holidays:

- New Year's Day
- July 4th
- Thanksgiving Day
- Memorial Day
- Labor Day
- Christmas Day

18-2. In order to be eligible for holiday pay, the employee must work on his regularly scheduled workday immediately preceding, and his regularly scheduled workday immediately following the holiday.

18-3. Employees who work on one of the above holidays shall be paid holiday pay, plus their regular rate for all hours worked.
18-4. Whenever any of the above holidays fall on Saturday or Sunday, the employee will receive compensation for those days.

SECTION 19
SICK LEAVE AND PERSONAL LEAVE

19-1. The Company will provide, during the term of this Agreement, New York State Disability Insurance which begins payment after seven (7) days of illness or injury, for all employees covered by this Agreement.

1. Any employee out sick for five consecutive scheduled behind the wheel workdays will require a return to work physical before returning to work.

SECTION 20
HEALTH AND LIFE INSURANCE

20-1. The Company shall provide health insurance to full-time employees who are regularly scheduled to work 40 hours per week, either individual or family, whichever they are qualified for. The Company shall contribute 100% of the full cost of the Blue Choice 25 Plan. Eligible employees who choose coverage under a more expensive plan will pay the difference through payroll deduction.

2. The Company shall provide dental insurance to the full-time employees who are regularly scheduled to work 40 hours per week, either individual or family, which they are qualified for. The Employer agrees to pay up to the maximum shown below. If the difference in premium is greater than the employer contribution, the employee will pay the difference through payroll deduction.

Monthly Premiums at 10/1/2006:

Single: $19.61
Individual + One: $34.04
Family: $45.59

Effective 10/1/07 increase current premium by up to seven (7) percent,
Effective 10/1/08 increase current premium by up to seven (7) percent,
Effective 10/1/09 increase current premium by up to seven (7) percent,
Effective 10/1/10 increase current premium by up to seven (7) percent.

20-3. The Company will pay 100% of the cost for Blue Choice 25 Single Plan for Part-time employees. Eligible employees who choose coverage under a more expensive plan will pay the difference through payroll deduction.

20-4. Employees who do not need the medical insurance shall receive an annual buyout of $650 per year for single coverage and $1300 per year for family coverage. These monies shall be paid on or before September 30 of each year of the contract. This amount to be prorated if employee was hired after October 1 of the prior year.
70-5. The Company shall provide life insurance to covered full-time employees through the Union who are regularly scheduled to work 40 hours per week in the amount of $15,000. The Employer agrees to pay an increase of up to ten (10) percent over the current cost of the premium for the duration of this contract. If the life insurance premium exceeds the ten percent increase, the employee will pay the difference through payroll deduction.

SECTION 21
SAFETY

21-1. The Company will welcome at any time suggestions from any individual employee or from the Union, which offer practical ways of improving safety conditions. Employees shall immediately, or at the end of their shift, report all defects in all equipment in writing. All equipment which in the judgment of the appropriate supervisor, after inspection of that equipment, is unsafe will not be assigned to other employees until repaired. The repairs effectuated shall be set forth in writing.

SECTION 22
WAGES

22-1. Effective October 1, 2006, there shall be a 3% increase in hourly rates.

22-2. Effective October 1, 2007, there shall be a 3% increase in hourly rates.

22-3. Effective October 1, 2008, there shall be a 3% increase in hourly rates.

22-4. Effective October 1, 2009, there shall be a 3% increase in hourly rates.

22-5. Effective October 1, 2010, there shall be a 3% increase in hourly rates.

SECTION 23
PENSION PLAN

23-1. Effective October 1, 2003, and for the term of the agreement, the Employer agrees to contribute on behalf of all full-time employees, the amount of $1.20 per hour to the Local 200 United Service Employees of Western New York Pension Fund, payable on all hours paid to employees, including vacations, holidays, bereavement, et. al., from the first hour of employment.

SECTION 24
LEGISLATIVE APPROVAL

24-1. 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.
SECTION 25
COMPLETE AGREEMENT

25-1. This contract incorporates all negotiable items that had been discussed and agreed upon during the negotiations, and therefore, the parties agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of the contract.

SECTION 26
SEPARABILITY

26-1. Should any provision of this Agreement be declared unlawful by any court of competent jurisdiction, the parties shall honor the remainder of the Agreement and shall meet within sixty (60) days for the purpose of renegotiating that portion declared unlawful.

SECTION 27
CONFORMITY TO LAW

27-1. It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and the lawful regulations, ruling and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New York, such provision shall be superseded by the appropriate provision of such law or regulations, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

SECTION 28
TERM OF AGREEMENT

28-1. This Agreement shall become effective as of October 1, 2006, and shall continue in full force and effect until midnight of September 30, 2011, and from year to year, thereafter, unless written notice is given sixty (60) days prior to the termination date by either party of its desire to terminate or modify this Agreement.

BATAVIA BUS SERVICE, INC.

Mark R. Aesch, CEO  Date

Debie Himmelsback,  Date
VP Regional Operations

Linda Knox,  Date
'S Manager

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 200UNITED

Jerry Dennis, President  Date

Joe Grasso, Steward  Date

Will Wordlaw, Business Rep.  Date
Appendix “A”

SEIU Local 200United

Voluntary COPE Deduction Authorization Form

I authorize my local union to file this payroll deduction with my employer and for my employer to forward the amount specified to SEIU Local 200United for SEIU COPE. I authorize my employer to deduct:

- $3 every month (a dime a day, our union’s goal),
- $2 every month, or
- $____ per month

I understand that:

1) I am not required to sign this form or make SEIU COPE contributions as a condition of my employment by my employer or membership in the union;
2) I may refuse to contribute without any reprisal;
3) Only union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE;
4) The amounts on this form are merely a suggestion, and I may contribute more or less by this or some other means without fear of favor or disadvantage from the union or my employer;
5) SEIU COPE uses the money it receives for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state, and local elections.

Contributions to SEIU COPE are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me.

Name ___________________________________________ Home Phone (___) ____________
(First Name) (Last Name)

Home Address ___________________________________________ ____________________________
(Street) (City) (State) (Zip)

Home E-Mail Address ___________________________________________
(Please print legibly)

Social Security Number _______ - _______ - _______ Birth Date ____________________________
(For internal use only)

Occupation ___________________________ Employer ___________________________

Are you registered to vote? ☐ yes ☐ no

Signature ___________________________ Date ___________________________

For internal purposes only _______ Rep initials