

LABOR AGREEMENT BETWEEN

SUTRAN, INC.

AND

**AMALGAMATED TRANSIT UNION
LOCAL NUMBER 1356**

January 1, 2015 through December 31, 2017

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AGREEMENT

This Agreement is made between SuTran, Inc. of Sioux Falls, South Dakota, its successors and assigns, hereinafter called the Company, and the Amalgamated Transit Union, Local No. 1356, hereinafter called the Union.

WITNESSETH

The welfare of the Company and its employees alike is dependent upon the character and efficiency of service rendered by the Company to the public.

Improvements in service and economy in operating and maintenance expense are promoted by cooperation between the Company and the Union. When the parties responsible for better service and improved efficiency share fairly in the benefits resulting from their joint efforts, further improvements are encouraged.

WITNESSETH, that the purpose and intent of this Agreement is to provide a working agreement between the Company and Union, and each through its duly accredited officers to provide acceptable working conditions for such employees of the Company included in the scope of this Agreement. To properly protect the interests of the Company and to provide between the Company and the Union mutual benefits of understanding, harmony and cooperation, both parties hereto mutually agree:

ARTICLE 1 RECOGNITION

Section 1 The Company agrees that the Union shall be the sole representative for collective bargaining of the Company's bus operating, maintenance, and office employees as set forth in the wage Article of this Agreement.

Jurisdiction of the Union and the appropriate unit for collective bargaining are defined as embracing all employees included within the classification of employees as set forth in the wage sections of this Agreement.

However, if a new position is created within the existing bargaining unit classifications of employees during the term of this agreement, they shall be included in the bargaining unit and their wages shall be negotiated with the Union. Appropriate scale will be negotiated for each different job division or classification.

Section 2 The Company and the Union agree that there shall be no discrimination by either party against an applicant, employee or Union member because of race, creed, color, sex, age, or national origin, and that each party agrees to adhere to and conform with any and all federal, state and/or local laws pertaining to discrimination.

Section 3 When the term "employee" or the masculine gender is used in this Agreement, it shall mean an employee coming within the scope of this Agreement and shall encompass both the male and female gender.

Section 4 The Union agrees that matters connected with internal general Union business may be conducted during non-paid time and in non-working areas of the company property such as the parking lot outside the building and the drivers' break room.

Section 5 The Company agrees that the Union elected and appointed officials may post, on a designated bulletin board space, all informational notices and communications related to ATU Local No. 1356 business. A locked bulletin board will be provided by the Company.

Section 6 The Union shall furnish and maintain a complete list of all elected and appointed officials of the Union.

Section 7 The Company shall not be required to recognize any employee as a Union Steward or Officer unless the Union has informed the Company, in writing, of the employee's name.

The Union Stewards and Officers shall not be compensated by the Company for their duties as the Union Stewards or Officers, and shall perform such duties during the times when they are not scheduled to work for the Company. Union Stewards or Officers participating in the grievance procedure will do so with no loss of pay, if the Company has requested their participation during the Steward's or Officer's regularly scheduled working hours.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1 The management of the work, business and operations of the Company is recognized by the Union as solely and exclusively the functions and prerogative of the Company acting by the representatives whom it selects. The supervision, direction, and distribution of all working forces and the making of working assignments, are vested solely and exclusively in the Company, including but not limited to the right to select and hire employees and to suspend, discipline, lay-off, or discharge employees for sufficient cause in accordance with the terms of this Labor Agreement. The maintenance of order and efficiency in its operations are the sole responsibility of the Company and the

Company must be free to exercise its rights effectively as hereinafter provided. In recognition of these principles, the following provisions are agreed to:

- Section 2 The Company retains the sole right to hire, lay-off, assign, transfer, and promote employees and to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.
- Section 3 The Company retains the sole right to discipline and discharge employees for just cause, provided that in the exercise of this right it will not act wrongfully or unjustly or in violation of the terms of this Agreement. Complaints that the Company has violated this paragraph may be taken up through the Grievance Procedure provided for in this Agreement.
- Section 4 It is the right of the Company to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of Company business. However, such work rules and regulations shall be submitted to the Union for review and discussion at least 30 days prior to implementation except in cases of emergency.
- Section 5 The Union recognizes the legitimate business purpose of the GPS, video and other technological equipment onboard buses and at the transit facilities. The Union and the Company understand that this equipment is not to be used for surveillance and will not be reviewed without legitimate business purposes.

ARTICLE 3 DISCIPLINE

- Section 1 The Company reserves the right to discipline and discharge employees for just cause, provided that in the exercise of this right it does not act wrongfully or unjustly or in violation of the terms of this Agreement.
- Section 2 After one (1) year (12 months) of the issuance of a disciplinary notice, such disciplinary notice shall be removed from the employee's personnel file and shall not be used against him. Complaints that the Company has violated this Article may be taken up through the Grievance and Arbitration Procedure provided for in this Agreement.
- Section 3 An employee shall be advised of his right to Union representation before a meeting that could lead to disciplinary action and/or a meeting to administer discipline.

ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE

The Company agrees to deal with the Union on all complaints and grievances between the Company and the individual employees, in accordance with the following:

Section 1 The Company shall not discipline or discharge any employee without just cause. Any employee charged with a recorded offense, and the Union, will be advised of the nature of the offense within five (5) days of when the occurrence is made known to the Company, but in no event more than six (6) calendar months after the incident, or within five (5) days from the conclusion of an ongoing investigation. If these time periods are not met, the Company forfeits any right to pursue the matter further. Charges shall be subject to the grievance procedures as herein provided at the option of the employee.

Section 2 Grievance and Arbitration Procedure:

Step One: If any disagreement arises between the parties over the application or interpretation of this Agreement, the discharge or discipline of an employee, or in the event that an employee believes that he has been unjustly treated by the Company, the Union or employee may file a grievance. An employee (or the Union) who claims a grievance shall present the grievance in writing with his Union representative to his manager or designee within five (5) days of when the Union or the employee should have reasonably known of the event giving rise to the complaint. The Department Manager shall hold a meeting with the employee and the Union within five (5) days. The Department Manager will give his written reply to the Union representative within five (5) days following the date of the grievance meeting. The grievant may be present at any step of the grievance process.

Step Two: In the event the grievance has not been settled by the step one response, the Union representative may request a second step hearing with the Assistant General Manager. The Assistant General Manager and the Union representative shall hold a second step hearing within five (5) days of the Unions request for a hearing at a time mutually agreed upon. The Assistant General Manager shall render a written determination within a reasonable time, not to exceed five (5) days from the date of the hearing.

Step Three: In the event that the grievance has not be settled by the step two response, the Union representative may request a third step hearing with the General Manager. The General Manager and the Union representative shall hold a third step hearing within five (5) days of the Unions request for a hearing at a time mutually agreed upon. The General Manager shall render a written determination within a reasonable time, not to exceed five (5) days from the date of the hearing.

Step Four: Within five (5) days of receiving the General Manager's Step 3 answer, the grievance may be submitted to arbitration by the Union representative. Notice to the Company of such submission shall be in writing signed by the Union President or his designated representative, and stating the sections of the Agreement to be considered by the Arbitrator.

Upon receipt of the grievance submitted to arbitration according to Step 4 of the grievance procedure, representatives of the Union and the Company shall select a mutually agreeable Arbitrator to hear and determine the grievance. If representatives of the Company and the Union are unable to agree on the selection of an Arbitrator, either party may request the Federal Mediation and Conciliation Service to furnish a list of Arbitrators from which one will be selected by the parties.

Such request for a list of Arbitrators must be made within thirty (30) calendar days of the initiation of Step 4. Upon receipt of the list of Arbitrators, the Union and the Company shall alternately strike names until one name remains and that person shall be the

Arbitrator. The representatives shall decide by a flip of the coin who shall strike out the first name from the list.

- Section 3 A decision of the Arbitrator shall be final and binding within the scope of the Agreement. The Company, the Union or the Arbitrator shall have no power to add or detract from or modify the terms of the Agreement. The Arbitrator may not hear more than one grievance unless agreed by the Union and the Company.
- Section 4 The Company and the Union shall share equally in the costs of an Arbitrator. Each shall pay its own expense during the grievance and arbitration procedure.
- Section 5 For the purpose of this Article, it is understood that all time limits shall exclude Saturdays, Sundays, Holidays, and the employees regularly scheduled days off, but not vacation days off.
- Section 6 All of the above sections are subject to timeline extension upon mutual written agreement between the Company and the Union. Either party which violates a grievance procedure time limit shall forfeit the grievance and uphold the timely party's position and/or remedy. However, no such forfeiture shall establish a precedent.
- Section 7 The Company or the Union may call on the Union's International Officer for assistance at any step of the grievance procedure. The International Representatives may attend any regular or special meetings between the Company and the Union Officers. Employees ultimately determined not to be at fault who are specifically required by the Company to attend an investigation or hearing, will be reimbursed for time lost to attend such investigation or hearing.
- Section 8 If the case involves suspension or dismissal of an employee, and he is not found to be at fault, he shall be reinstated at his former position and paid for all wages lost thereby, less any amount that he has received from any other source to compensate for such lost wages.
- Section 9 If, as a result of the hearing, or grievance procedure, it is found that the employee has been unjustly or improperly deprived of wages as a result of being pulled out of service, suspension, or dismissal, then and in that event, he shall be reimbursed by the Company to the extent of his wages lost, less any amount that he has received from any other source to compensate for such lost wages.

ARTICLE 5 LEAVE OF ABSENCE

Union Business

- Section 1 Any member of the Union who shall be elected or appointed to any office or position within the Amalgamated Transit Union which requires his absence from the service of the Company for varying lengths of time for the purpose of transacting the business of the Union, shall be granted leave of absence for these periods until expiration of his term of office or position of responsibility, provided that he submit a written request for leave at least three (3) days in advance of such leave beginning. Said member's seniority shall be in no way affected by such leave of absence. Such time off shall be granted to not more than two (2) members and except in cases of shortage of personnel.

Personal Leave of Absence

- Section 2 When the time work requirements of the Company will permit, an employee may, on his written request which shall be composed of a true and correct statement, and for reasonable cause, be granted a leave of absence without pay for a period of up to thirty (30) calendar days, subject to the following conditions:

- A. But one (1) leave of absence shall be granted to applicant during any one (1) calendar year.
- B. When an employee returns to the job, his leave is automatically up as of that day.
- C. Employees who request and are granted leave of absence shall have their seniority protected for a maximum of thirty (30) days.

Sick Leave

Section 3 An employee off on a bona fide leave of absence due to illness or disability that exceeds three months, may continue his insurance coverage by paying the total premium as established on a group basis, each month in advance. In the event he has not returned to work at the end of twelve (12) months from the date he last worked, he shall be dropped from the employment and seniority rolls. Prior to the termination of the twelve (12) month leave of absence, dependent upon the findings of a medical arbitration as provided for in Article 19, Section 4a and 4b, conducted at that time, an extension may be granted for a period of no more than 150 days.

A. No holiday or vacation pay shall continue for an employee on sick or disability leave that exceeds six (6) months, and further, no sick leave or lost time benefits shall accrue or continue after he has expended that available to him at the beginning of such sick or disability leave.

B. When an employee returns to the job, his leave is automatically up as of that day.

Military Leave of Absence

Section 4 If during the term of this Agreement, an employee should be inducted into the armed services of the United States, or shall enlist into such services during war time and/or declared national emergency, and upon their return, if within thirty (30) days of discharge and if physically and mentally qualified for employment, the Company will offer the employee work of a like kind, that they were engaged in before entering the services, if such work is available to employees with equal or less seniority than that of the returning service-person. If such work is not available, a returning service-person will be recalled to work on the basis of their position on the seniority list. This section shall be administered in accordance with all applicable law.

ARTICLE 6 SENIORITY AND ASSIGNMENT

Section 1 Company seniority means a full-time employee's length of continuous service with the Company since his starting date as a full-time employee with the Company or any predecessor Company.

Section 2 Department seniority shall be determined by the length of a full-time employee's continuous service in one (1) department of the Company. For purposes of seniority, three (3) departments shall be recognized: Operations Department, Maintenance and the Operations Office effective November 1, 2002.

The Maintenance Manager's Assistant will be included in the Maintenance Department's seniority unit.

The Public Information & Security Clerk will be included in the Operations Office seniority unit.

The Operations Department will consist of two (2) divisions: Fixed Route and Demand Response. Employees may only hold seniority in one (1) department of the Company at a time. Employees of the Operations Department may hold seniority in either the Fixed Route or Demand Response, but not in both at the same time. An employee may not bump another employee from a different department even though said employee may have less overall Company seniority, except in layoff situations.

The only way an employee can move to a different department is if an opening occurs in a department and the employee who wants to move has the most seniority of the eligible and qualified employees bidding for the position. When an employee moves to a different department, they move to the bottom of the seniority list in that department.

The Operators within the Operations Department will maintain the current seniority within their current division. That being that the Fixed Route and the Demand Response Division will maintain their current seniority for bidding purposes. If an opening occurs and an employee of one division wants to move to the other division, and has the qualifications to bid such a position, they (the employee who changes divisions) will move to the bottom of that division as far as seniority purposes. An employee who changes divisions may return to the division they left with all seniority that they had when they left that division at the next scheduled bid if an opening occurs.

Parity and Cross Training:

All new operators hired after March 3, 2010 and all current part-time operators must be cross trained. Any current full time employee who wishes to be cross trained for professional and work reasons, shall be cross trained to enable them to work in either division. All Relief Board operators must be cross-trained. Relief Board operators will be expected to work in either division anytime. All employees who are cross-trained will be eligible for extra work in either division when opening occur. Extra work will be done on a rotating basis.

The Union agrees that the Company has the right to cross-train staff within the conditions listed above in order to provide flexibility within the operational structure. The Company agrees not to have non-bargaining staff perform bargaining unit duties unless there is no qualified bargaining unit person available and competent to perform the duties required.

Section 3 The Company agrees to keep posted, in an accessible place, an up-to-date and revised seniority roster showing the name, date of employment and seniority standing of all employees coming within the scope of this Agreement. A copy of the seniority list shall be furnished to the Union when it is posted.

- Section 4 By divisional seniority, full-time bus operators will bid their runs at least four times each calendar year; the first Monday in March, the first Monday in December, in the fall when school begins, and in the spring when school ends, or any time a new run (including the Trolley) is added. In the event an employee retires or is discharged, or a run/shift is changed, the operators below such run/shift shall have the right to bid such a run on a divisional seniority basis. The bids will be conducted within a two day period in accordance with Company-Union agreed upon procedures. An employee may leave their choices with the supervisor overseeing the bid process. If an employee fails to leave a choice and/or none of the choices are available, the Union will pick for the employee and if the Union is not available, the Company will pick for the employee. The Union and/or the Company will pick the same run/shift or a run/shift as close to the starting and finishing time as the run/shift the employee is presently working.
- Section 5 Employees who accept staff assignments shall have their seniority protected for a maximum of ninety (90) calendar days. If said employee elects to remain in the staff position after the ninety-day deadline has passed, he shall forfeit all departmental seniority. An employee who accepts a position in another department of the Company, but within the bargaining unit, shall also have his departmental seniority protected for ninety (90) calendar days (three months). If said employee elects to remain in the new position past the ninety-day deadline, he shall forfeit all former departmental seniority. This period may be extended for up to sixty (60) days, by mutual agreement between the Company and the Union.
- Section 6 Each new employee shall have a probationary period of 720 pay hours during which time the Company shall solely decide whether or not to keep the employee. The Company shall not discriminate or act unjustly in the exercise of this right. The Company shall provide to the Union notice of the probationary employees termination within three business days of that termination.
- Section 7 In the event that two (2) or more employees are hired on the same day, seniority shall be decided on the basis of the date on the application form. If the application date is the same, seniority will be decided by a flip of a coin.
- Section 8 A full-time operator shall be classified as an operator listed on the full-time quarterly bid/shift sheet.
- Section 9 If the Company agrees, full-time operators desiring to become regular part-time operators will be placed at the bottom of the regular part-time seniority list. Said operators will also be assigned a new seniority date which shall be the date they are moved to the regular part-time seniority list. Said regular part-time seniority date to be considered for the purpose of computation of all fringe benefits except the original uniform issue. The wage for the part-time operator will be the same as full-time wage.
- Section 10 A regular part-time operator shall be considered an operator not listed on the full-time operators' bid sheet. Regular part-time operators will not normally work more than thirty-two (32) hours per week. Any regular part-time operator must be available to work at least twenty (20) hours per week during scheduled times necessary for regular operation. Effective November 1, 2002, all part-time operators will be available and cross-trained to work any combination of Fixed Route and Demand Response shifts.
- Section 11 Regular part-time operators shall hold seniority in either the Fixed-route or Demand Response Divisions only. Employees cannot and will not hold seniority in both divisions at the same time. Effective November 1, 2002, all Operators will be combined into the Operations Department, ranked by seniority in either division.

The Company will not have more than 35% part-time operators of total full-time operators at any one time. A potential operator will be included in the part-time cap when they are trained and available for service.

Seven hours in any number of pieces, within a thirteen and one-half (13½) hour period (spread time) shall constitute a full time run in both fixed-route and demand response services.

Section 12 All full-time operator positions shall be offered to full-time operators in the opposite division first then to part-time operators in accordance to department seniority. However, if the position is not filled, the Company shall have the right to hire from the outside.

If a full-time position exists and a full-time employee is not available, the Company shall have the right to temporarily assign the work to a part-time employee until a full-time employee becomes available.

In the event a full-time position is eliminated there will be a rebid. The full-time operator losing his position will have the right to return to their part-time position in accordance with seniority.

Section 13 The Company will set times for each school run to meet school needs; such runs will be posted at the beginning of the school year.

Section 14 Employees who give satisfactory service and leave after providing adequate notice to the Company, shall be eligible for rehire after thirty (30) days have elapsed since their leaving the employ of the Company. Such employees shall return at entry level and be placed at the bottom of the appropriate seniority list.

ARTICLE 7 REDUCTION OF PERSONNEL RE-EMPLOYMENT

Section 1 When necessary to reduce the work force of full-time employees, layoffs shall be in the inverse order of departmental seniority.

Section 2 When regular forces of employees are increased, former employees of the Company who were laid off in accordance with the provisions of Section 1 of this Article shall be offered re-employment in the reverse order in which they are laid off, provided that this Agreement or a renewal, amendment, or extension thereof including this re-employment provision is still in effect and no more than three years shall have elapsed since their last layoff.

Section 3 In the re-employment of persons in accordance with Section 2 above, the following procedure shall be followed:

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

B. Persons so notified to report for work must report for work within fifteen (15) days of mailing of letter or lose their seniority and recall rights here under. Persons so notified shall have three (3) days after receipt of notification to advise the Company of their intent.

**ARTICLE 8
VACANCIES AND NEW POSITIONS**

Section 1 All bargaining unit vacancies and new positions in the bargaining unit shall be posted immediately and remain posted for a period of three (3) working days. Employees may apply for such work.

**ARTICLE 9
BASIC DAY AND OVERTIME**

Section 1 Operators working a regular assigned run will receive pay for time of said run, plus check-in and check-out time.

Section 2 An employee shall be paid his straight time hourly rate of pay plus one-half (½) thereof for all hours worked in excess of forty (40) hours per week.

Section 3 Only hours worked shall accrue overtime, it being understood vacation time will be considered time worked for computing overtime per Section 2 above.

Section 4 A week shall be considered to be Sunday through Saturday for pay purposes. The workweek for all full-time employees shall be five (5) days completed within seven (7) days.

When service is shut down due to inclement weather, those employees who have reported for work shall be paid for their regularly scheduled work.

Section 5 Employees shall receive a minimum of one and one-half (1½) hours at straight time for each non-connecting tour of duty assigned which requires a new check-in time.

Section 6 All full-time employees shall be guaranteed forty (40) hours per workweek, provided they perform their regular weekly work assignment. Full-time operators who do not perform their regular weekly work assignment shall receive a guarantee of eight (8) or ten (10) hours per schedule day worked, provided they perform connecting work at the end of their a.m. shift or p.m. shift, if requested.

All employees must be available for work the normal five (5) day workweek to qualify for the forty (40) hour guarantee.

No guarantee will be given to employees who are absent from work for the following reasons:

1. Request time off
2. Sick pay
3. Worker Compensation
4. Company suspension for just cause
5. Bereavement leave

Section 7 The following bidding procedure will be followed:

1. Regular bid run operators and Relief operators will bid in the division of their seniority.
2. Regular bid runs remaining open at the end of the bidding process will be assigned by reverse seniority order.

3. Once all runs are filled in both divisions, all other full time operators will be listed as Relief operators in their division. All extra work will be covered by Relief operators.
4. Senior relief operators, in each division, will be assigned bid vacation and any requested time off (floating holidays and bonus days) work for one week.
5. The remainder of the relief operators will be assigned daily work on a rotating basis from top to bottom as the work becomes available (by date and time).
6. If the top seniority relief operators pass on any work available for a week, these operators will be placed on the top of the relief operators list and work will be assigned on a daily basis as it becomes available.
7. If all of the relief operators are assigned work for the day, the scheduling supervisor will return to the top of the relief operator list to assign work for the next day. If some relief operators are not assigned work for the day, the scheduling supervisor will start with the next operator on the seniority list in scheduling the next day's work.
8. Relief operators will cover available work for a week in their division by seniority and work in the opposite division by inverse seniority.
9. Anytime a cross trained operator works out of their division, they will receive an additional .75 an hour.
10. Each relief operator will have an assigned day off with the exception of the relief bid vacation operators who will have the day off of the operator's run they are filling.
11. All cross trained relief operators will be assigned to work in the opposite division of their seniority at least eight (8) hours quarterly. The company reserves the right to work the operator additional hours in the opposite division if it is deemed by the company that the operator is not able to keep their cross trained status at a high level by working in the opposite division every quarter.
12. The Company will cross train new operators during their initial training period. The Company will prioritize the cross training of current operators based on the daily work covered and available manpower.
13. If a senior operator wishes to bid a relief position and is not cross-trained, he must notify the company in writing of their intent at least 30 days before the next general bid. The Company will use this time period to cross-train the operator. If there are more than two (2) operators who request cross training, the top two seniority operators will be trained.

Section 8 Operators shall receive a minimum of one and one half (1½) hours pay for show-up call or protect duty when not used.

Section 9 All time worked in excess of the eight (8) hour guarantee, when applicable, shall be paid at straight time rates until forty (40) hours has been reached.

Section 10 The Company agrees to maintain and create full-time runs to the extent possible.

Section 11 All straight runs will be constructed with a thirty (30) minute lunch break built-in, which shall be no more than one (1) hour on either side of the mid-point of the run.

Section 12 Any regular part-time operator who works thirty-two (32) hours average per week for a period of ten (10) consecutive weeks shall at that point in time be considered a full-time operator, and begin receiving all full-time wages, benefits, and seniority bidding rights.

Section 13 Extra work will be offered and spread equally among regular part-time operators on a rotating basis depending on their availability.

In the event no part-time operators are available, the extra work will be offered to full-time operators on a rotating basis.

Extra work available in the Operations Office Department will be offered and spread among Operations Office Department employees on a rotational basis based on seniority and qualifications, it being understood that in the event the system fails to cover the required work, the junior employee must perform the work available.

Section 14 No Driver/Operator shall work more than twelve (12) consecutive hours in any day. The Company will comply with DOT regulations.

**ARTICLE 10
CHECK-IN AND CHECK-OUT TIME**

Section 1 All operators shall be paid fifteen (15) minutes "check-in" time when required to pull equipment out of the garage at the commencement of their work assignment. This is in addition to the five (5) Fixed Route and fifteen (15) Paratransit minutes paid travel time.

Section 2 All operators completing assigned work shall be paid "check-out" time as follows:

- A. Ten (10) minutes check-out time shall be paid at the completion of his day's work provided he completed all check-out work required by the Company.
- B. Five (5) minutes check-out time shall be paid at the completion of any work assignment requiring a pull-in to the garage which is not the completion of his day's work, provided he completes all check-out work required by the Company.

Section 3 Employees may exchange work assignments on a daily basis with the express written consent of their supervisor. Both employees must be qualified to perform the duties as determined by the supervisor. Both employees involved must make the request in writing to their supervisor by 2:00 p.m. the day before, except in emergency situations.

Section 4 Section 1 and Section 2 of this Article shall apply when in conflict with Article 9, Section 5.

Section 5 Employee(s) shall be paid for all time required by the Company for filling out reports and/or forms and for attending hearings (complaint, accident and questionnaire, etc.).

**ARTICLE 11
PROGRESSION FOR RATES OF PAY**

Section 1 All full-time operators and part-time operators hired on or after March 4, 1993 will follow the probationary period listed below for each department worked:

- A. Probation shall begin on the first day of training.
- B. During training, Operators shall receive 70% of prevailing operator wage rate.
- C. After training but within the 720-hour probationary period, full and part-time Operators shall receive eighty (80%) percent of the prevailing operator rate of pay.
- D. Any full or part-time Operator upon completion of the probationary period shall receive ninety (90%) percent of the top rate of pay for the next six (6) months and thereafter one-hundred (100%) percent of the prevailing rate of pay.
- E. Employees moving from one position to another position shall not serve a second probationary period and shall receive full credit for the purposes of progression pay and benefits.

ARTICLE 12 HOLIDAY PAY

- Section 1 Full-time employees will observe the following holidays and will receive eight (8) hours, or ten (10) hours if an employee is regularly scheduled on a 4 day/10 hour shift at the employee's straight time hourly rate of pay, provided the employee completes his shift on the day directly before and directly after such holiday, unless on an approved vacation, floating holiday, bonus day, Company approved request time off, or hospitalization. The list of holidays shall include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- Section 2 Full-time employees will receive five (5) floating holidays. The five (5) floating holidays may be taken annually. One of these floating holidays is dedicated to the memory of Dr. Martin Luther King, Jr. The Company shall allow those employees who desire the day off on the Martin Luther King Holiday to be off, providing the employee provides a five (5) day notice to the Company. The Company will allow all such employees off to observe the Martin Luther King Holiday up to the maximum number of employees possible.
- New full-time employees will accrue these floating holidays as follows: Upon becoming a full-time employee, you earn one (1) floating holiday; January through March you earn one (1) floating holiday effective the first week of the last month of the quarter; April through June you earn one (1) floating holiday effective the first week of the last month of the quarter; July through September you earn one (1) floating holiday effective the first week of the last month of the quarter; and October through December you earn one (1) floating holiday effective the first week of the last month of the quarter. This accrual is only until the first March 4 after an employee has been promoted to full-time. These holidays will be granted on a first-come first-serve basis, but must be taken by March 3 of the following year. Employees must notify the Company within five (5) days of intended holiday. The Company shall notify the employee of its determination no less than three (3) days prior to the intended holiday.
- Section 3 The holidays will pay eight (8) hours, or ten (10) hours if an employee is regularly scheduled on a 4 day/10 hour shift, holiday pay if no work is performed, and if worked, will pay eight (8) hours, or ten (10) hours if an employee is regularly scheduled on a 4 day/10 hour shift, holiday pay plus one and one half times hours worked not to exceed 40 hours a year. Only hours worked will accrue to overtime. In the event an employee's regular assigned day off falls the day before or the day after such holiday for holiday pay purposes only, he will be considered as having worked, provided the employee works either the day before or the day after (as applicable) the regular assigned day off.
- Section 4 When a holiday falls on an employee's day off, the employee shall be paid eight (8) hours at the straight time rate for the holiday.
- Section 5 Regular part-time employees shall receive four (4) hours holiday pay for each of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

ARTICLE 13 VACATIONS

- Section 1 Employees shall be granted vacation with pay based on the employee's years of service with Company. Such vacation leave shall accrue on a monthly basis. Vacation leave accrual shall begin with the employee's first day of regular employment, but may not be used until the employee has completed probation.
- Section 2 All employees shall receive a full or prorated vacation benefit with full pay based on the following schedule, and each new level in the schedule shall become effective in the

month in which the employee's employment anniversary date occurs, and available for use on the first day of the following month:

Years of Service	Monthly Accrual Level
Less than 1	(40 hrs/yr) 3.33 hours
1 but less than 4	(80 hrs/yr) 6.67 hours
4 but less than 9	(120 hrs/yr) 10.00 hours
9 but less than 14	(160 hrs/yr) 13.33 hours
14 years and over	(200 hrs/yr) 16.67 hours

A regular part-time employee shall be entitled to that vacation prorated according to the number of regular paid hours in the calendar month preceeding the most recently completed calendar month, not including any overtime hours.

Section 3 Regular full-time and part-time employees may accumulate vacation without limitation, provided that as of December 31 of each calendar year the employee's maximum balance of unused vacation shall not exceed 240 hours. Any unused vacation hours remaining in an employee's accumulated balance in excess of 240 hours as of 12:00 midnight on December 31 of each year shall be paid.

Section 4 Vacation leave may be taken in four (4) or five (5), eight (8) or ten (10) hour increments, depending on their shift. In designating vacation time, the seniority and preferences of employees shall be followed unless absence of the employee will hinder the operation of Company.

Section 5 When an employee becomes ill or is injured while on vacation, the period of such illness or injury may be charged to sick leave if the employee submits a written certification from a medical doctor or other recognized practitioner confirming his illness or injury.

Section 6 In the event of discharge, resignation in good standing, or in the event of death, any vacation time the employee has accumulated and not used before the date of separation from his employment, shall be paid at the employee's regular base hourly rate as of the date of separation to the employee or to the surviving spouse or if no spouse survives, to their estate.

Section 7 If an employee so elects, he shall be paid for up to 80 hours vacation time in any given calendar year. Such payment shall be made in eight (8) or ten (10) hour increments depending on their shift.

Section 8 Employees may choose their own vacation periods provided the number of employee's applying for vacation at any one time shall not be so great as to hinder the operation of the Company. Vacations shall be scheduled on the divisional seniority basis for operations and on departmental seniority basis for all others. The vacation schedule will be posted no later than November 1 of the preceding year, and bid through December 15th. Vacations not bid by December 15th are granted on a first-come, first-serve basis, regardless of departmental or divisional seniority. Employees may change vacation dates if approved by management.

During the initial vacation bid, employees may bid one week of vacation in single day increments. After the initial vacation bid, and before floating holidays are bid, employees may bid any part of their vacation as single days.

Section 9 No employees shall be entitled to his vacation with pay who has been absent from his duty for any cause, other than sickness, for more than three (3) months during the year prior to his current anniversary date of employment. In case of bona fide illness, the absence permitted is six (6) months.

ARTICLE 14 INSURANCE

- Section 1 The Company agrees to provide a Group Insurance Plan for each full-time employee who has completed the 90 calendar day probationary period. The carrier shall be selected by the Company and the plan shall provide coverage comparable to the Sanford Health Plan effective January 1, 2003. All Group insurance plans will be administered consistent with respective Plan provisions. Any dispute arising from this section shall be subject to the provisions of Article 4 - Grievance and Arbitration Procedure. The Union shall have the right to review the insurance plan before implementation thereof.
- Section 2 Group insurance will include Life Insurance, Sickness, Accident Indemnity, Long Term Disability, Hospital and Surgical and Dental. Short term disability income insurance during the first year of this agreement shall be \$325.00 per week. Effective January 1, 2013, that shall increase to \$350.00 per week. Life insurance during the term of this agreement shall be in the amount of \$25,000 for full time employees.
- Section 3 All employees shall be provided with Felonious Assault coverage.
- Section 4 Regular part-time personnel who have completed the 90 calendar day probationary period can join the Group plan but must pay fifty percent (50%) of the premium. However, regular part-time employees are not eligible to participate in the short term or long term disability plans, or purchase life insurance.
- Section 5 Effective September 1, 2012, coverage under the selected medical plan is as follows:
Medical and Dental:
- | Plan | Employee Share | Company Share |
|--------------|----------------|---------------|
| Single | 5% | 95% |
| Employee + 1 | 25% | 75% |
| Family | 25% | 75% |
- Section 6 Should any employee elect to retire after the age of sixty-two (62) and before the age he qualifies for Medicare. He shall have the right to retain coverage until reaching the age in which he qualifies for Medicare from the group health insurance program by paying one-hundred (100%) percent of the premium.

ARTICLE 15 FREE TRANSPORTATION

- Section 1 The Company agrees to furnish free transportation over its regular routes within the City of Sioux Falls to its employees, their spouses, and their dependents. The definition of "dependent" shall be as that used by the Internal Revenue Service.
- Section 2 Dependent children shall be eligible for free transportation until they reach the age of twenty three years or until they finish school, whichever occurs first, provided they remain in school continuously excluding normal school vacation periods.
- Section 3 After original issue, one (1) pass per pass holder will be replaced free of charge within each calendar year. Additional replacements within the same calendar year will be made for a fee of \$5.00 per pass.
- Section 4 Invalid passes for any reason shall be returned to the Company immediately.

**ARTICLE 16
PAY**

- Section 1 The Company shall give to each full-time employee six (6) hours of sick leave for each month of service, provided, however, no sick leave shall accrue for any month in which an employee fails to perform at least fifty percent (50%) of his regular assignment, vacation excluded.
- Section 2 Eight (8) hours, at the employee's straight time rate of pay, shall constitute a day's pay for sick pay accrual purposes. Sick pay may be utilized in either four (4) or five (5), eight (8) or ten (10) hour increments depending on the employees work shift. Sick leave benefits can only be used after they have accrued.
- Section 3 Sick pay may be accumulated to a total of one thousand (1000) hours of sick leave.
- Section 4 Employees who have lost pay time due to a bona fide illness or non occupational injury may request reimbursement through sick leave benefits up to the maximum amount of time that may be accrued in their individual bank at the time. Sick leave shall not be paid in concurrence with any Sickness and Accident benefits that may be provided by the Company.
- Section 5 Sick leave benefits will begin on the first day of illness. An employee who is off work three (3) consecutive work days or more must provide a doctor's statement of illness to be paid.
- Section 6 It is agreed that when three (3) days' notice is given to the Company, an employee may take a pre-approved draw from his sick leave benefits and there will be no occurrence charged, in any form, against that employee.
- Section 7 Upon death or retirement (minimum age fifty-five (55) or total of age plus years of service not less than seventy-five (75)), each regular employee shall be paid fifty percent (50%) of their accumulated sick leave.
- Section 8 The Company may require a doctor's excuse from an employee who has called in sick. The cost of the doctor's excuse will be paid by the employee if the employee has had more than three (3) occurrences of sick during the last twelve (12) month period.

If the employee has had less than three (3) occurrences of sick during the last twelve (12) month period, any doctor's excuse required by the Company shall be at the Company's expense. If the employee has already been to their own doctor without direction from the Company, the employee's doctor's excuse may be accepted by the Company at no expense to the Company.

Any wages lost due to the Company doctor being unavailable to see the employee will be paid by the Company.

**ARTICLE 17
SAFETY MEETINGS**

- Section 1 The Company may require employees to attend safety meetings or programs. When attendance is required, the time spent in attendance shall be considered as a time worked for pay purposes. Whenever training will occur outside of the employee's regularly scheduled hours, employees shall be given at least five (5) days notice for required safety meetings or programs. The National Safety Council Defensive Driving Course or similar courses or seminars for which employee attendance is required by the Company shall be considered as a "safety meeting" within the meaning of this section.

Saturdays, Sundays, vacation, and holidays shall not count as part of the five (5) day notice period.

Section 2 Failure to attend required meetings may be cause for disciplinary action by the Company.

Section 3 The Union agrees to stress safety to its members and will encourage all employees to attend Safety Meetings and shall work together with the Company in promoting safety in the workplace for all employees. Employees may be excused with prior permission from the Company with the understanding that any Safety Meeting that coincides with previously approved time off or scheduled day off, shall be considered excused absences. Unexcused absence at a Safety Meeting will be handled in the same manner as any unexcused absence. Requests to be excused must be in writing.

ARTICLE 18 UNIFORMS

Section 1 Cost of uniforms required by the Company for operators shall be at the Company's expense. The Company shall provide new operators the following original issue:

Fixed-route

5 pants
5 shirts
1 jacket
1 sweater
1 raincoat with hood (applies to cross-trained operators)
1 hat (if desired)
Trolley Cap and Vest (the first time driving in service)

Demand Response

5 pants
5 shirts
1 jacket
1 sweater
1 raincoat with hood
1 hat (if desired)
Trolley Cap and Vest (the first time driving in service).

Patches, nameplates, identification cards, insignia, etc., shall be furnished by the Company and replaced by the Company in the event that they are lost, stolen, or broken. The Company may require that they be worn.

On July 1, 2010, The Company will furnish an additional uniform allowance of five (5) shirts for drivers and a \$40 allowance towards a jacket on September 1, 2010. Drivers may continue to wear current blue pants until July 1, 2011. Company will supply patches at no cost to cover existing old logo on jackets.

For Customer Information Clerks, any required shirts or uniforms shall be supplied by the Company. Initial issue shall be five (5) shirts to be replaced as necessary.

Section 2 The Company shall provide each operator with the following uniform allowance:

- Year 1 (4/1/12) - \$225
- Year 2 (1/1/13) - \$235
- Year 3 (1/1/14) - \$245

Employees must have completed their probationary period to be eligible for uniform benefits provided for in this Article. Operators will not receive the uniform allowance in the same year that they receive their original issue uniforms. Up to one hundred dollars (\$100.00) of the uniform allowance may be used annually for any combination of eye exams, lenses or contact lens by the employee. Verification of the goods and/or service is required.

In addition to replacing original issue uniform items, operators may utilize the uniform allowance to purchase any of the following items:

- 1 belt
- 1 sweatshirt
- 1 baseball or stocking cap
- 2 pairs of gloves
- 2 pairs of shoes (black with non-slip soles)
- 10 pairs of socks
- 1 watch
- 1 pair sunglasses
- Thermal underwear or equivalent undergarments designed to keep warm
- Non-prescription shoe inserts
- Black outer snow pants
- SAM briefcase from company supplier
- all of which must be approved by the Company

- Section 3 Said allowance shall be paid provided verified receipts are presented to the Company.
- Section 4 The annual uniform allowance for all employees receiving this benefit must be spent by the end of the business day on the fifteenth of December (5:00 p.m.). Any uniform allowance left unused after this date will be forfeited.
- Section 5 An employee leaving the service of the Company voluntarily (except for those retiring) or terminated for cause before five (5) months from the date of purchase of any uniform items will pay the Company an amount equal to the following percentage cost of such uniform:
- | | |
|-----------------------|------|
| 1st month (1-30 days) | 100% |
| 2nd month | 80% |
| 3rd month | 60% |
| 4th month | 40% |
| 5th month | 20% |
| 6th month | 0% |
- This payment is to be made on or before the issuance of the final paycheck.
- Section 6 In the event it is necessary to lay off employees, the employee shall not be liable for any cost of the uniform. If a laid-off employee is recalled to service, the employee's uniform obligation shall be as though he was never laid off.
- Section 7 Consistent with the past practice, employees may, on a voluntary basis, wear a small ATU pin discretely placed on their uniforms.

ARTICLE 19 PHYSICAL EXAMINATIONS

- Section 1 An employee with a CDL shall be required to submit to a physical examination in accordance with DOT Regulations. In addition, where the Company has just cause regarding any employee's fitness for duty, the Company may require the employee at any time to submit to a physical examination by a physician duly licensed to practice as such.

- Section 2 The examining physician shall be selected by the Company, and the cost of such examinations shall be paid by the Company. The employee shall be paid one and one half (1½) hours for time spent for such physical examination.
- Section 3 As a condition of continued employment with the Company, any physical examination above provided for must reveal the physical and mental fitness of the employee involved to perform his duties.
- Section 4 Should any required physical examination above provided for reveal the physical or mental unfitness of the employee involved to perform his duties, he may, at his option, have a review of his case in the following manner:
- A. He may employ a licensed physician of his own choosing and at his own expense for the purpose of conducting a further physical examination for the same purpose as the physical examination made by the physician employed by the Company. A copy of the finding of the physician chosen by the employee involved shall be furnished to the Company, and in the event that such findings verify the findings of a physician employed by the Company, no further medical review of the case shall be afforded.
 - B. In the event that the findings of the physician chosen by the employee involved disagree with the findings of the physician employed by the Company, the Company, at the written request of the employee involved, will ask that the two (2) physicians agree upon and appoint a third qualified, licensed and disinterested physician for the purpose of making a further physical examination of the employee involved and the findings of a majority of the three (3) examining physicians shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of the employment of such third medical examiner shall be shared equally by the Company and the Employee.
- Section 5 Should any physical examination above provided for reveal physical or mental unfitness caused by disease, defects or disabilities of a temporary and curable nature, and the employee involved is willing to have the cause or causes of such unfitness treated and rectified, then and in that event, depending upon the particular circumstances of each case:
- A. The employee involved may continue working while undergoing medical treatment if the examining physician, or a majority of the three (3) examining physicians as herein above provided, shall certify to his ability safely so to do.
 - B. The employee involved shall be taken out of service and given a leave of absence for the purpose of undergoing medical treatment until such time as the examining physician, or a majority of the three (3) examining physicians as herein above provided, shall certify to his physical and mental fitness to perform again the duties for which he was employed.

ARTICLE 20 DRUG AND ALCOHOL POLICY

- Section 1 The existing drug and alcohol policy sets forth the Company's provisions for fitness for duty drug and alcohol screening. The terms of the policy are incorporated herein by reference. The parties shall sign two copies of the policy and shall each retain one copy in their records.

ARTICLE 21 ACCIDENTS

- Section 1 Accident procedure forms will be provided in all vehicles at all times. All accidents must be reported to the Company immediately in accordance with the Company accident procedure policy. Failure to report an accident shall be grounds for dismissal.
- Section 2 The preventability of an accident shall be determined by the General Manager, or his designee. The preventability of an accident shall be determined within five (5) days (excluding Saturday, Sunday, and Holidays). In the event circumstances preclude making a decision in the prescribed time frame, the General Manager shall notify the Union in writing and request an extension.
- Section 3 An employee may, at his option, request that an accident judged to be preventable by the Company, be presented for review at the next meeting of the Accident Review Board. This request from said employee must be in writing and be presented within five (5) working days of the Company's determination referred to in Section 2. The accident review board shall consider the accident in a reasonable period of time not to exceed thirty (30) days unless an extension has been requested and granted.
- Section 4 The Accident Review Board shall consist of two (2) representatives of the Company, two (2) representatives of the Union, and one (1) mutually agreed upon unbiased member of the community, with two (2) other mutually agreed upon members of the community as alternates if the first is not available. If either party is not satisfied with the outside party, that party may be replaced with another mutually agreed upon outside party.
- Section 5 The decision of the Accident Review Board shall be considered final.

ARTICLE 22 C.O.L.

- Section 1 During the term of this contract or any extensions thereof, the wage rates provided for herein shall be adjusted to reflect any rise in cost of living on April 1 and October 1 of each year, except in the year 1974 when the adjustment shall first be made on October 1. The cost of living increase shall be based on the Consumer's Price Index (New Series) for the City of Minneapolis, Minnesota, using the Index for April 1, 1974, as the base, published by the Bureau of Labor Statistics of the United States Department of Labor, as applied to the top basic hourly rate of pay of the employees in effect at the time the cost of living adjustment is to be made, to be calculated to the nearest half cent per hour.
- Section 2 The cost of living adjustment shall not be added to wage or salary rates of any classification, but only to each employee's earnings and computed monthly. The cost of living adjustment in cents per hour shall be used in the computation of straight time, over time and other premium time earnings, in the same manner as the basic hourly rate is used in such computation.
- Section 3 The basic rate and salary rate of all employees covered by this Agreement shall not be reduced during the term of this Agreement by the application of costs of living adjustments.
- Section 4 There will be no cost of living adjustments during the term of this Agreement.

**ARTICLE 23
SEPARABILITY**

Section 1 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

**ARTICLE 24
NEGOTIATIONS**

Section 1 It is mutually agreed that all business comprehended by this Agreement shall be transacted between the properly accredited officers of the Company and properly accredited representatives of the Union.

Section 2 It is agreed by both parties hereto that all previous contracts between the Company and the Union, written or verbal, are hereby canceled and that this contract is the only contract in existence between the parties hereto.

**ARTICLE 25
ASSIGNABILITY**

Section 1 This Agreement shall extend to and be binding upon the parties hereto, their successors, lessees, and assigns.

**ARTICLE 26
PENSION PLAN**

Section 1 The parties will continue to offer the SuTran, Inc. 401(k) Plan through the First National Bank in Sioux Falls. The parameters of the plan will be determined by a Committee consisting of three (3) Company and three (3) Union representatives. The Company shall match employee contributions on a dollar for dollar basis up to a maximum of 4% of employee's pay.

**ARTICLE 27
DEDUCTION OF UNION DUES**

Section 1 The Company agrees to deduct, on any designated regular payday of each month, from the pay of the Union members, the regular membership dues of the Union, and remit the same to the Financial Secretary of the Union within ten (10) days after the date of their deduction provided said member individually and voluntarily authorized and requested the Company, in writing, to make such deductions. Such authorization and request shall also authorize the Company to base deductions on a list to be furnished to it each month by the Financial Secretary of the Union showing the names of the members and the amounts of the regular monthly membership dues to be deducted from the pay of each member.

The Union agrees to indemnify and save the Company harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Company's compliance with the provisions of the Article.

Section 2 The Company agrees to deduct from any designated regular payday of each month from the pay of the Union members, voluntary contributions to the COPE committee of the

Amalgamated Transit Union. The Company shall remit such contributions on a separate check to the Financial Secretary of the Union each month.

1. Deductions may be withheld within ten days after said member individually and voluntarily authorizes the Company in writing to make such deductions.
2. The Company shall base said deductions on the list to be furnished by the Financial Secretary of the Union, showing the names of the members and the amounts of the COPE deductions.

ARTICLE 28 MAINTENANCE PROVISIONS

Section 1 The following occupation groups shall exist for maintenance employees: mechanic, utility, and custodian. The definition of each group and the classes within each group shall be as follows:

A. Mechanic

1. Lead Mechanic: In the absence of the Maintenance Manager, or at the direction of the Maintenance Manager, oversees, guides, directs and performs complex technical, maintenance and administrative work while also overseeing the maintenance program for the serving, maintenance and repair of all transit equipment, property and facilities.
2. Class AA Mechanic: A Class AA Mechanic is defined as an employee who can satisfactorily and in a workmanlike manner overhaul all types of engines and transmissions and other units, and who can retrofit any type of new equipment to vehicles and units. In addition, this classification shall be able to satisfactorily operate any type of test or repair equipment and tools and shall be able to supervise lower level employees in the absence of a Company supervisor.
3. Class A Mechanic: A Class A Mechanic is defined as one who can satisfactorily make any and all repairs to and service such vehicles and equipment and units thereof as may be assigned by the Company for repair or service, in a reasonable length of time without the aid of supervision, and who can satisfactorily supervise the activities of other employees of the Maintenance Department in the absence of a Company supervisor.
4. Class B Mechanic: A Class B Mechanic is defined as one who can satisfactorily make any and all repairs to and service such vehicles and equipment and units thereof as may be assigned by the Company for repair or service, in a reasonable length of time with a nominal amount of supervision when necessary.
5. Class C Mechanic: A Class C Mechanic is defined as a trainee for the classification of Class B Mechanic and who can satisfactorily assist with any type of work encountered in repairing and servicing of such vehicles and equipment and checking all fluid levels. Employees in this classification may also be required to perform various duties including hostling, checking and maintaining oil and fluid levels, fueling, greasing, parts cleaning, washing vehicles, tire changing, minor repairs, parking vehicles, and other duties not classified as skilled labor.

B. Utility

1. Utility A: A Utility A employee in addition to utility duties can make minor repairs to maintenance equipment and building utility systems. In addition, he shall be able to supervise lower level employees in the absence of a Company Supervisor.

2. Utility: A Utility employee is one who can satisfactorily hostile, fuel, oil, and clean vehicles and parts. This person will be one who may also be used in the cleaning and maintenance of buildings and grounds, and other types of service labor.

C. Custodian

1. Custodian: A custodian is an employee that can satisfactorily clean offices, restrooms, the Bus Stop, bus shelters, etc.

Section 2 Employees in lower mechanic classifications shall be trained to do work in higher maintenance classifications. Once trained and qualified, an employee in a lower mechanic classification shall be paid the rate of the higher classification, when doing work specifically related to the higher classification. When a position opens in a higher classification, the employee in the lower classification will automatically be entitled to that higher position, if all qualifications and training have been met and completed.

Section 3 All mechanic positions may be required to perform work in their respective job classifications and in addition may be required to perform any work assigned to lower mechanic classifications.

Section 4 In the event of a reduction of the work force, employees shall have the privilege of exercising their seniority in the occupational group from which they have advanced. Maintenance employees shall have the right to bump on any job according to departmental seniority, if they can qualify for the position. In the event their earlier position re-opens or is reinstated, the employee/employees shall be advanced to that position provided they are still qualified and interested in the position.

Section 5 An up-to-date seniority roster shall be kept posted at all times. Maintenance employees shall have the privilege of bidding shifts to be effective on January 1, April 1, July 1, and October 1 of each year, or anytime a shift is added, deleted or changed. Maintenance employees shall bid shifts within their own occupational groups according to their seniority within that occupational group. All vacations shall be bid by departmental seniority.

Section 6 All scheduled overtime shall be offered by occupational group and by qualification. If all employees are qualified within the department to perform the overtime work, that work shall be bid by departmental seniority on a rotating basis until all the employees have had a chance to bid the scheduled overtime. If no one accepts the overtime, it may be forced upon the lowest seniority member of the occupational group to which the overtime pertains to, based on qualifications. However, no employee shall be forced to work more than two (2) consecutive off days unless no other qualified employee is available.

Section 7 Call-Out Pay: If an employee is called to work after being released at the regular quitting time, he shall be paid no less than one and one-half (1½) hours pay.

Section 8 Tool Replacement Allowance: The Company shall provide, at Company expense, the following tool allowances for Technicians and Utility employees:

	<u>Tech</u>	<u>Utility</u>
Year 1 (1/1/15)	\$425	\$80
Year 2 (1/1/16)	\$450	\$90
Year 3 (1/1/17)	\$500	\$100

All Maintenance employees, including Maintenance Manager's Assistant, mechanics, utility employees and custodial employees shall receive \$150.00 per year shoe/boot/overshoe allowance.

Up to \$100.00 of the above allowances may be used annually for any combination of eye exams, lenses or contact lenses by the employee. Mechanics can also use their

boot allowance to purchase tools for use in the workplace. Verification of the goods and/or service is required. The allowances for all employees receiving this benefit must be spent by the end of the business day on the fifteenth of December (5:00 p.m.). All allowances left unused after this date will be forfeited.

- Section 9 Uniforms: Each Maintenance employee shall be issued clean and serviced uniforms, coats, vests and choice of bibs or coveralls. Employees so wishing may opt for coats with hoods. Only uniforms will be cleaned or serviced by the Company. Coats, bibs and coveralls may be replaced every two years, provided that the employee turns in the old apparel.
- Section 10 Maintenance employees, working all or part of their shift by themselves, shall carry a radio device to be supplied by the Company, and monitored by the dispatcher on duty through frequent contact with the maintenance employee. The maintenance employee shall not perform potentially hazardous duties while working in the maintenance area by themselves, unless proper safety devices as posted in the Company's procedure are in place.
- Section 11 When service is scheduled on Sundays and/or holidays, notwithstanding any other provisions of this Agreement, Maintenance employees on call will be at the facility to process the driver and vehicle for pre-trip requirements, and thereafter will be available via radio until the on-duty supervisor advises that all vehicles have been returned to the yard, and they shall be paid a minimum of three (3) hours at the overtime rate.

ARTICLE 29 BEREAVEMENT PAY

- Section 1 Each full-time employee shall be given three (3) (8 or 10 hour days depending on their shift) days off with pay, plus two (2) accrued paid sick days (if requested) in the event of the death of his spouse, or significant other with whom he resides.
- Section 2 Each full-time employee shall be given three (3) (8 or 10 hour days depending on their shift) days off with pay, plus two (2) accrued paid sick days (if requested) in the event of the death of his own (natural or adopted) child, or current stepchild.
- Section 3 Each full-time employee shall be given two (2) (8 or 10 hour days depending on their shift) days off with pay in the event of the death of his: parent, siblings, current step-children, parent of spouse, and siblings of spouse (in-laws). Proof of death is required in the form of a mass card, memorial card, copy of a newspaper death notice or the like. This proof shall be provided within 2 days following the employee's return to work. Effective July 1, 2008, the employee's brother-in-law and sister-in-law, as well as the spouses of a spouse's siblings, and the employee's grandchildren, shall be considered immediate family for the purposes of this Article, and the employee will be granted one day off with pay in the event of the death of these persons.
- Section 4 Each full-time employee shall receive one (1) (8 or 10 hour day depending on their shift) day off with pay in the event of the death of a grandparent.
- Section 5 Each full-time employee shall receive one (1) (8 or 10 hour day depending on their shift) additional day off with pay in the event that it is necessary to travel over 200 miles round trip.
- Section 6 All said days off are to be day(s) before and/or after and the day of the funeral.
- Section 7 There shall be no bereavement pay for employee's regular day off, however, if a bereavement occurs during an employee's actual paid vacation time off, the employee may use the paid bereavement leave instead of vacation.

- Section 8 Each regular part-time employee shall be given bereavement time off with pay. Payment for regular part-time employees under this Section shall be based upon four (4) hours of pay for each bereavement day. Regular part-time employees shall receive the same number of bereavement days as full-time employees.
- Section 9 Employees suffering a bereavement may apply for additional time off without pay up to a total of ten days leave including both paid and unpaid time. Such bereavement leave shall be granted at the behest of the Company after taking into account labor needs and other such considerations.
- Section 10 Bereavement leave granted under this Article shall not be counted as an attendance occurrence.

ARTICLE 30 STRIKES AND LOCKOUTS

- Section 1 During the term of the Agreement, the Union agrees there shall be no strike, sit-downs, or other sanctioned actions that will interrupt normal service.
- Section 2 During the term of this Agreement, the Company shall not cause or permit any lockout of any of the employees covered by this Agreement.
- Section 3 During the term of this agreement, if any employee enters in to a strike, work stoppage, picketing, sit-down, concerted failure to report to work, or other curtailment of work activities, the Union shall immediately instruct the involved employees that their conduct is in violation of the Labor Agreement, and that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.

ARTICLE 31 COMMERCIAL DRIVERS LICENSE PROVISIONS

- Section 1 The Company shall be responsible for the cost of testing, endorsements and license fees related to the renewal of the Commercial Driver's License, for all employees on the Company payroll and required by the Company to obtain said license.

**ARTICLE 32
WAGES**

Section 1

<u>Operators</u>	<u>01/01/15</u>	<u>01/01/16</u>	<u>01/01/17</u>
Start	13.41	13.81	14.22
End Trng thru Prob	15.32	15.78	16.26
Next 6 Months	17.24	17.76	18.29
Thereafter	19.16	19.73	20.32
PT Service Rep	14.68	15.12	15.57
PT Ride Rsrvtnst	14.01	14.43	14.86
Publc Inf/Sec Clrk	13.77	14.18	14.61
Para Dispatcher	15.70	16.17	16.66
Lead Dispatcher	21.18	21.82	22.47
Ops Dispatcher	19.97	20.57	21.19
Disp/Scheduler	19.64	20.23	20.84
Driver/Dispatcher	19.16	19.73	20.32
Lead Mechanic	25.62	26.39	27.18
Class AA Mechanic	24.29	25.02	25.77
Class A Mechanic	22.27	22.94	23.63
Class B Mechanic	20.20	20.81	21.43
Class C Mechanic	18.13	18.67	19.23
Maint Manager Asst	19.97	20.57	21.19
Lead Utility	17.95	18.49	19.04
Utility	17.30	17.82	18.35
Custodian	15.24	15.70	16.17

Only those employees employed as of the date of ratification shall be entitled to retroactive wages.

The Company will maintain the FT custodian position, which will be eliminated when the employee who currently holds the position retires, voluntarily relinquishes the position, or leaves the Company. The position shall be paid at the rate of \$ 14.23/hr, effective 4/1/12.

Current Utilities – Increase, effective 4/1/12, to \$14.23/hr, eliminate the job description and pay rate for “Utility A”

Create Lead Utility position @ \$14.83 pay rate – SUTRAN will set job description to mirror Lead Building Maintenance worker (city position). The Company retains the sole discretion to select the Lead Utility based upon qualifications. Pay rate will be effective upon assignment to that position.

Section 2 All operators who serve as "In-Service Trainers" for operators-in-training shall receive a premium of \$.1.00 per hour for each hour served as an "In-Service Trainer".

- Section 3 After ten (10) years of continuous service, each such employee shall receive an additional ten cents (\$.10) per hour as a longevity bonus. After fifteen years of continuous service, this bonus shall increase to twenty cents (\$.20) per hour. After twenty years of continuous service, this bonus shall increase to twenty-five cents (\$.25) per hour.
- Section 4 All employees whose shift extends past 8:00 p.m. shall be paid an additional fifty cents (\$.50) per hour for all time worked after 8:00 p.m.
- Section 5 Operators driving the Trolley will receive a premium of seventy-five cents (\$.75) per hour for all hours spent driving the Trolley while in regularly scheduled Trolley Service, subject to the following provisions:
1. All regular Trolley route drivers are required to have customer relations skills, and are required to provide commentary on various sites along the Trolley route using the on-board speaker system. Trolley drivers will be provided training on the commentary to be used. Failure to provide the commentary while driving the Trolley route will disqualify the driver from regular Trolley service.
 2. Any valid customer complaint, related to any Sioux Falls Transit service, will disqualify a driver from driving the Trolley on the regular service.
 3. Trolley drivers are required to wear the Trolley uniform while on duty, which consists of the regular uniform Texas Orange dress shirt (short or long sleeve), regular uniform dark black dress pants (shorts in summer or when it is 70 degrees or hotter), regular uniform socks and black shoes, the Trolley hat, and the Trolley vest. Repeated violations of this dress code will disqualify a driver from regular Trolley services.

**ARTICLE 33
DURATION**

- Section 1 This Agreement shall be effective from and after its due execution by the duly authorized officers and agents of each of the parties hereto, and shall remain in full force and effect from ratification and will expire at 11:59 pm on December 31, 2017, except that either party electing to terminate the same on December 31, 2017, or any year thereafter, or desiring to change the terms of any section or sections of the Agreement, shall give notice in writing to the other party of its election to terminate the same or desire to modify the provisions of any section or sections, not less than sixty (60) days prior to the 1st day of January, 2018 or the 31st day of December of any year thereafter.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be assigned by their duly authorized officers

this _____ day of _____ 20 _____.

For the Union:

By: _____
Christine Davis, President
Local No. 1356 of the AMALGAMATED TRANSIT UNION

ATTEST:

By: _____

For the Company:

By: _____
Eric Meyerson, General Manager
SUTRAN, INC.

ATTEST:

By: _____

Side Letter of Agreement

It is agreed that members of the Union Negotiating Committee shall be paid their regular rate of pay when they participate in negotiating meetings during their regular scheduled work day. The number of hours for this contract negotiation paid out to ATU Local # 1356 Negotiating Committee members shall not exceed 100 hours total. No payment shall be made to any employee when he/she negotiates outside of his/her regular work hours. Part-time employees who are members of the Negotiating Committee shall be paid their regular rate of pay when they participate in a negotiating meeting for the time they spend in the negotiating meeting on a scheduled workday. Payment shall not exceed eight (8) hours per workday for part-time employees.

Contract booklets shall be provided to all employees covered by this agreement by the company and at the company expense.

SuTran:

By _____

Date: _____

ATU # 1356

By _____

Date: _____