

LABOR AGREEMENT
BETWEEN
CHAUFFEURS, TEAMSTERS AND
HELPERS LOCAL NO. 492
AND
NORTH CENTRAL REGIONAL TRANSIT
DISTRICT



Whole Agreement in Effect

Effective April 5, 2013 through June 30, 2014



Table of Contents

PREAMBLE	5
ARTICLE 1.....	5
RECOGNITION	5
MANAGEMENT RIGHTS	6
DRUG AND ALCOHOL TESTING.....	8
ARTICLE 2.....	8
UNION MEMBERSHIP.....	8
SECTION 1 - Fair Share.....	8
SECTION 2 - Notification.....	9
SECTION 3 - Payment of Union Dues.....	9
SECTION 4 - Bulletin Boards	9
SECTION 5 - Union Access	9
SECTION 6 -Non-Discrimination and Fair Treatment.....	10
A. Compliance with Laws.....	10
B. District/Union Responsibilities.....	10
C. Remedies.....	10
ARTICLE 3.....	10
SUCCESSORS	10
ARTICLE 4.....	10
SENIORITY	10
SECTION 1 - Seniority List.....	10
SECTION 2 –Probationary Period.....	11
SECTION 3 - Loss of Seniority.....	11
ARTICLE 5.....	11
FILLING JOB VACANCIES, BIDDING AND TRAINING	11
SECTION 1- Filling Job Vacancies.....	11
SECTION 2 – Bidding.....	12
SECTION 3 – Training.....	12
ARTICLE 6.....	12

LAYOFF AND RECALL.....	12
ARTICLE 7.....	13
GENERAL DISCHARGE OR SUSPENSION	13
Section 1 - Oral /Written Reprimand.....	13
Section 2 - Dismissal or Suspension Procedures	14
ARTICLE 8.....	17
GRIEVANCE AND ARBITRATION.....	17
Section 1 – Grievances.....	17
Section 2 Steps in the Grievance Procedure	18
Section 3 Manager Level	18
Section 4 Executive Director Level	18
Section 5 Arbitration.....	19
Section 6 Miscellaneous	20
ARTICLE 9.....	20
GENERAL PROVISIONS	20
Section 1 - Safety	20
Section 2 - Physical Examinations and Drug Tests	21
Section 3 –Temporary Employees and Supervisors Working	21
ARTICLE 10.....	21
SHOP STEWARD	21
Section 1 - Notification.....	21
Section 2 - Investigations.....	22
ARTICLE 11.....	22
MILITARY CLAUSE	22
ARTICLE 12.....	23
HOURS OF SERVICE	23
Section 1 - Workday – Workweek.....	23
ARTICLE 13.....	24
HOLIDAYS	24
ARTICLE 14.....	25
SICK LEAVE	25
ARTICLE 15.....	27

FUNERAL LEAVE	27
ARTICLE 16.....	27
JURY DUTY	27
ARTICLE 17.....	28
INCLEMENT WEATHER LEAVE.....	28
Section 1 – Full-Day Closing.....	28
Section 2 - Partial-Day Closing (delayed opening/early closing).....	28
ARTICLE 18.....	28
VACATION.....	28
Section 1 – Amount	28
Section 2 – Separation.....	29
Section 3 - Vacation Selection	29
Section 4 - Split Vacations.....	29
ARTICLE 19.....	29
HEALTH AND WELFARE	29
ARTICLE 20.....	29
PENSION.....	29
ARTICLE 21.....	30
SAVINGS CLAUSE.....	30
ARTICLE 22.....	30
COMPLETE AGREEMENT	30
ARTICLE 23.....	32
DURATION.....	32
ARTICLE 24.....	32
APPROPRIATIONS CLAUSE	32
ARTICLE 25.....	32
Wage adjustment and Salary Plan.....	32

PREAMBLE

THIS AGREEMENT is entered into by and between NORTH CENTRAL REGIONAL TRANSIT DISTRICT (hereinafter referred to as the “Employer” or “District”) and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 492, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the “Union”) pursuant to the applicable Public Employee Bargaining Act (PEBA)

ARTICLE 1

RECOGNITION

- A. The Employer recognizes the Union as the exclusive bargaining representative for all employees in the classifications herein. The unit includes all non-probationary full time and part time Transit Operators and Driver/Dispatchers employed by the Employer at its New Mexico facilities as certified in PELRB No. 303-12. Excluded are all other employees including managerial, confidential, supervisors, and “limited term”, “emergency appointment”, or “rider/driver” employees as defined therein.
- B. Work historically performed or afterward assigned to the bargaining unit will remain with the unit. Additions to the workforce, including new classifications will be added provided they are within the job classification of those positions deemed to be included as covered unit positions.
- C. The Union and Employer recognize the mission, goals and obligations of the North Central Regional Transit District as a provider of transit services to the citizens of the Counties of Taos, Rio Arriba, Santa Fe and Los Alamos through its employees. The best possible services and programs will be provided consistent with available resources. The Employer and the Union agree to uphold the wellbeing and care of the North Central Regional Transit District’s constituents.
- D. The Employer and Union recognize that it is in the best interest of the parties, the employees and the public that all dealings between the parties continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and Union, and their respective representatives at all levels, will apply the terms of this Agreement fairly in accord with its intent and meaning, and consistent with the Union’s status as exclusive bargaining representative of all employees in the bargaining unit. The parties shall bring to the attention of all employees in the bargaining unit (including new hires) their purpose to conduct themselves in a spirit of responsibility and respect.

- E. The purpose of this Agreement is to establish reasonable terms and conditions of employment for employees covered herein and a means of amicable and equitable adjustment of any and all differences or grievances, which may arise under the provisions of this Agreement. All of the parties hereto believe and affirm that this Agreement will ensure the welfare and benefit of the constituents of the North Central Regional Transit District.

MANAGEMENT RIGHTS

It is agreed that, except as expressly modified by the terms of this Agreement, the Employer exclusively retains all customary, usual and exclusive rights, functions, prerogatives and authority connected with or incident to its responsibility to manage the affairs of the District without the need or obligation to bargain further with respect to any such subjects or the effects thereof or the exercise of its discretion and decision making authority.

The exclusive prerogatives, functions and rights of the District include but shall not be limited to the following:

1. Determine the mission, budget, organization and number of employees allocated by position to meet the minimum staffing levels of its operations and departments;
2. Determine qualifications for employment; validate content of examinations; make requests for position audits and reclassifications; and ensure that best practices exist for the recruitment, interviewing and selection of applicants;
3. Direct employees and evaluate their performance based on standards of work established by the Employer;
4. Make assignments, transfer, or retain employees in positions, and make determination of job duties;
5. Provide reasonable rules and regulations governing the conduct of employees;
6. Provide reasonable standards and rules for employees' safety;
7. Determine the location and operation of its facilities;
8. Determine standards for work, hiring, promotion, transfer, assignment and retention of employees in positions;
9. Initiate corrective and/or disciplinary action including, but not limited to, coaching and guidance, written reprimands, suspensions, demotions, alternate forms of discipline, transfers and terminations;

10. Determine scheduling and all other actions necessary to carry out the Employer's functions;
11. Relieve an employee from his/her duties because of lack of funds or other legitimate reason;
12. Maintain efficiency of government operations; determine methods, means, equipment and personnel by which the Employer's operations are to be conducted;
13. In cases of an emergency or declared disaster, take such actions as may be necessary to carry out the missions of the Employer that might not implicitly follow all articles in this Agreement; and
14. Act in furtherance of all other duties and responsibilities set forth in the Constitution, federal laws, state statutes, administrative regulations, and executive orders of the Governor, as well as North Central Regional Transit District Resolutions, and Personnel Rules and Regulations.

This list is not an all-inclusive list of all of the District's rights, functions, prerogatives or authority, but only serves a general guide. The District expressly reserves, and the Union agrees, that the District retains all customary, usual and exclusive rights as set out in in this paragraph of this Agreement, unless expressly set forth to the contrary in this Agreement.

DRUG AND ALCOHOL TESTING

A. CDL Drug and Alcohol Testing

The provisions of the North Central Regional Transit Districts Drug and Alcohol policy as may be amended are hereby incorporated. Unilateral amendment by the District pursuant to changes in federal laws will not be prohibited.

B. Reasonable Suspicion Drug and Alcohol Testing Policy

The provisions of the District's Drug and Alcohol Policy are hereby incorporated. Unilateral amendment by the District pursuant to changes in federal laws will not be prohibited.

ARTICLE 2

UNION MEMBERSHIP

SECTION 1 - Fair Share

A. While the parties acknowledge that it is the right of each bargaining unit employee to either participate and voluntarily pay membership dues to the exclusive representative or opt out of any and all Union activities, it is also acknowledged that bargaining unit employee's wages, benefits and working conditions obtained through this contract have been obtained through the collective bargaining process as permitted by law. It is also acknowledged that both parties expend their own funds to implement this collective bargaining process. NMSA 1978, Section 10-7E-4 (J) expressly recognizes and defines "fair share" for purposes of New Mexico law, and that legislative enactment is accepted by the parties as a legislative assessment of the State of New Mexico that fair share is an appropriate means of promoting labor peace and preventing free riding. "Fair Share" payment shall be based on United States and New Mexico statutes and case law, including but not limited to all expenditures incurred by the labor organization in negotiating the contract applicable to all employees in the appropriate bargaining unit.

B. It shall be a condition of employment that all employees of the District covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall on the thirty first (31st) day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees

covered by this Agreement, hired on or after its effective date, shall on the thirty first (31st) day following the beginning of such employment, become and remain a member in good standing of the Union or make "fair share" payments in accordance with the rule set forth in PEBA Section 4-E.

SECTION 2 - Notification

The District agrees to notify the Union of all new employees hired and all employees leaving on a monthly basis. The Union shall be notified by fax or e-mail of any employees who are laid off or discharged within five (5) working days.

SECTION 3 - Payment of Union Dues

For the convenience of the Union the District agrees to deduct from those employees' wages, dues and initiation fees payable to the Union upon receiving written authorization from employees through an executed authorization card authorizing such deductions, commencing for the month in which the District receives such written authority. If an employee has insufficient earnings for the pay period, no payroll deductions for dues will be made for that employee for that pay period. The District shall forward any and all amounts so deducted to the Union by the end of the month in which said amounts are billed.

The Union shall indemnify, defend, save and hold the District harmless against any and all demands, suits, claims or other forms of liability that shall arise out of, or result from any action taken by the District for the purpose of complying with the provisions of this Section.

SECTION 4 - Bulletin Boards

The Union will provide a bulletin board in each building that conforms to the aesthetic standards of the building(s) for the exclusive use of the Union. All bulletin boards will be installed by District's facility maintenance staff. Postings by the Union on such boards or otherwise disseminated are to be confined to official business of the Union. Such notices shall not include religious, political, derogatory, inflammatory, or discriminatory notices. Nor will such notices be used to criticize the District, and any of the Districts policies, practices or procedures, any District Officials or management staff, or any District employee or Board Members. Violation of this provision will result in the loss of this privilege.

SECTION 5 - Union Access

Authorized representatives of the Union will be given reasonable access to the Employer's establishment for the purpose of investigating and handling grievances after giving appropriate notice to the Executive Director or his designee. The Union and Executive Director or his designee will agree on a mutual time that such activities will not interfere with operational requirements of the District. Any such meeting with bargaining unit members shall be held in non-work areas, including break rooms, and at non-work times. In this connection, the Union agrees to furnish the Employer with the names of authorized representatives for the purpose of this Article and only those persons shall be given access to the Employer's premises upon reasonable notice.

SECTION 6 -Non-Discrimination and Fair Treatment

A. Compliance with Laws

The provisions of this Agreement shall be applied equally to all employees without discrimination as to race, creed, color, religion, national origin, political affiliation, membership in the Union, age, sex, marital status, or sensory, mental, or physical handicap or disability, except where such characteristics are a bona fide occupational qualification. Both the Employer and the Union agree to comply with all state and federal employment laws, including the Public Employees Bargaining Act (PEBA).

B. District/Union Responsibilities

The Union and the District shall share equally in the responsibility for applying this provision of the Agreement.

C. Remedies

Employees who believe they have been the subject of discrimination are encouraged to utilize the District's internal complaint procedures prior to seeking relief through external agencies.

This Section shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

ARTICLE 3

SUCCESSORS

The Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assignees.

ARTICLE 4

SENIORITY

SECTION 1 - Seniority List

The District shall prepare a seniority list of all regular employees covered by this Agreement. The District shall furnish a copy of this list to the Union on an annual basis or upon revision. The seniority list will show each employees date of hire with the District and if applicable, such

employee's seniority within the classification. Classification seniority shall determine layoffs, recalls, work schedules and vacation selection.

Date of hire seniority shall indicate the most recent date of hire as an employee performing covered work in a position falling within the scope of the bargaining unit and shall determine eligibility for new job transfers, vacation accrual and pay progression.

Where two (2) or more employees have the same seniority date for determining job rights, the tie shall be broken with seniority based on the highest number of the last four (4) digits of the social security number (the highest number would be 9999, the lowest 0000). A tie will be settled by the toss of a coin.

SECTION 2 – Probationary Period

Every new or re-employed employee will be a probationary employee for a period of six (6) calendar months from the date of hire, or re-employment and the continued employment of such probationary employee shall be at the exclusive discretion of the Employer. Probationary employees may be terminated with or without cause and probationary employees will have no recourse to the grievance/arbitration procedure. Seniority shall be accrued during the probationary period but shall not be acquired until completion of such probationary period. Temporary and or “limited term” employees who are hired as permanent employees will have their temporary service calculated as probationary time and shall not serve an additional probationary period once six (6) calendar months are completed.

SECTION 3 - Loss of Seniority

An employee shall lose all seniority and their name shall be removed from the seniority list upon occurrence of any of the following events:

- a) Voluntary resignation or retirement from the District;
- b) Discharge for just cause;
- c) Illness, disability or layoff for a continuous period of time in excess of twelve (12) months.
- d) Transfer or promotion to a non-bargaining unit position. However in the event of a temporary promotion for less than six (6) months there will be no loss of seniority upon returning to their previous classification.

ARTICLE 5

FILLING JOB VACANCIES, BIDDING AND TRAINING

SECTION 1- Filling Job Vacancies

All job vacancies which occur, within a classification, of more than thirty (30) days anticipated duration, will be posted on designated District bulletin boards for a minimum period of ten (10) calendar days.

Each job vacancy posting will state the number of jobs to be filled, the classification, job category, work week, route, shift, starting times and days off involved. The posting will also list the qualifications necessary to adequately perform the job, the name of the individual to whom all applications must be submitted and a final date and time after which applications will no longer be accepted.

In filling jobs under the procedure provided herein, if the qualifications of the employees applying for the position are essentially equal seniority will govern. External advertisement of vacant positions may occur concurrently at the Districts discretion and may be filled in accordance with the Districts hiring practices.

SECTION 2 – Bidding

A general bid shall be conducted on a semi-annual basis (effective March 1 and September 1) for all routes which are run on a regular basis. Bid routes shall be posted for a minimum of five (5) calendar days. The bidding will be governed by seniority. If a driver bids a route in a location other than their regular domicile location, the provision of mileage reimbursement in Addendum #1 of this Agreement will not apply.

SECTION 3 – Training

The District will use its best efforts to provide training consistent with efficient operations which will enhance promotional opportunities for current employees.

ARTICLE 6

LAYOFF AND RECALL

Should any layoff be necessary as determined in the sole discretion of the Employer in the bargaining Unit classification and there are no employees classified as probationary employees within the classification, then the last permanent employee hired in the classification will be the first person laid off and so on. Any employee being laid off will be given five (5) workdays written notice. An employee receiving proper notice of layoff may at their option, accept layoff, or within the next three (3) working days may exercise their seniority to bump any junior employee assigned to an equal or lower classification that the bumping employee is qualified to work in.

Re-employment and/or recall to the classification will be accomplished in seniority order among all employees that were laid off or bumped from such classification.

The employee is required to provide the correct mailing address or other appropriate contact information (i.e. phone number or e-mail address) as a condition of maintaining any recall rights.

The District may not fill any bargaining unit position without first offering the position to qualified laid-off bargaining unit employees in order of District seniority. The District must give notice in writing to laid-off employees of recall opportunities.

Recalled employees must give notice of acceptance or refusal of the position within five (5) work days, and if accepted, report for work within two (2) weeks of the date they were notified of the available position.

The District will have met its recall obligation by sending the recall notice via certified U.S. Mail, return receipt requested, or other appropriate contact method, to the last known address provided by the employee to the Human Resources Office.

After twelve (12) consecutive months on layoff status, the District shall have no further recall or employment obligation to the laid-off employee.

ARTICLE 7

GENERAL DISCHARGE OR SUSPENSION

***Any reference to day or days within this article means work day or days and shall include normal dates of operation and excludes weekends and holiday.**

Section 1 - Oral /Written Reprimand

- A. The District may reprimand an employee for just cause. Oral Reprimands may be documented on a form prescribed by the Executive Director. Written reprimands may be issued for just cause by the Executive Director with or without a recommendation of the direct supervisor. Written reprimands, to be considered valid must be issued within ten (10) days exclusive of Saturdays, Sundays and holidays after the occurrence or discovery of the violation claimed by the Employer in the reprimand. Written reprimands must be specific and not general in nature as to the alleged violation (i.e. date, time, place, and nature of the violation). Oral and written reprimands may not be grieved.
- B. If after six (6) months from the effective date of an oral reprimand the employee has shown improvement and no other infraction has occurred, he/she may request that documentation of the Oral reprimand be removed from his/her personnel file. Such requests should be made to the Executive Director and approved by the respective supervisor.

- C. An employee may request that a written reprimand that does not involve a suspension without pay be removed from their personnel file after a period of more than twelve (12) months from the date of the occurrence which gave rise to the reprimand has expired, unless such reprimand is tied to an additional or ongoing disciplinary issue. In addition, if a subsequent written reprimand occurs within twelve (12) months of the first written reprimand, both will remain for a period of thirty six (36) months from the date of the second reprimand. Written reprimands that result in suspension without pay will not be removed from the employees personnel file.

Section 2 - Dismissal or Suspension Procedures

- A. Dismissal. A dismissal is separation of an employee from his/her employment with or without cause.

- i. If the District believes a situation exists requiring the immediate termination or removal from the job site of an employee, the District should carefully document the reasons for such a decision. Ground for immediate dismissal shall be:

- 1. Intoxication, drinking intoxicating beverages, or possession or use of illegal drugs while on duty or on the District's premises, facilities or fleet, or arriving on the job under the influence of intoxicating beverages or drugs.
 - 2. Misuse of drugs.
 - 3. Dishonesty or mishandling of District revenues or resources.
 - 4. Insubordination.
 - 5. Striking or abusing a supervisor, customer or fellow employee.

- B. Suspension. A suspension is the temporary removal of an employee from his/her work assignment without pay.

- C. Employees who have successfully completed their probationary period may be dismissed (immediate dismissal for those items noted above) or suspended only for just cause. Just cause includes, but is not limited to:

- 1. Violation of or failure to comply with the Federal or State Constitution, Statutes, or District Policies, District Rules and Regulations and District Resolutions;
 - 2. Indictment by a grand jury;

3. Conviction of or entrance of a plea of guilty or nolo contendere to a felony or other crime which has or may have a material adverse effect on the employee's ability to carry out their duties or upon the reputation of the District;
4. Careless, negligent, or improper use of District property, equipment, or funds;
5. Insubordination, which shall consist of violation of any official regulation or order or failure to obey, comply or accept any proper directions made and given by a supervisor in the course of employment, or any verbal ridicule of a supervisor by an employee during the course of employment;
6. Inefficiency, incompetence or negligence in the performance of assigned job duties or failure to perform job requirements or job performance which continues to be unsatisfactory;
7. Disorderly conduct or threats or abuse of others;
8. Chronic tardiness or absenteeism, or the improper or unauthorized use of leave privileges or benefits;
9. Stealing from the District or from other employees;
10. Taking unauthorized leave or job abandonment.
11. Failure to obtain and maintain a current license or certificate required as a condition of employment;
12. Intentional falsification or mishandling of District records;
13. Fraud in securing employment with the District or attempting to secure a promotion or a position by political influence;
14. Unauthorized or illegal use, sale, or possession of alcohol or illegal drugs, or being under the influence of such substances while on duty;
15. Gambling for money or articles of value during the working period;
16. Unauthorized discussion or release of confidential information documents or records;
17. Harassment and/or discriminatory behavior towards any person because of race, color, religion, gender, sexual orientation, gender identity, age, national origin, and disability;
or
18. Action which reflects poorly upon the integrity of the District.

- D. The dismissal or suspension of an employee shall be accomplished according to the following procedures:
1. Notice of Contemplated Action:
 2. To initiate the suspension or dismissal, the Supervisor shall serve a notice of contemplated action on the employee which: describes the conduct, action, or omissions which form the basis for the contemplated action; gives a general explanation of the evidence the Supervisor has; specifies what the contemplated action is; and states the date, time and place of the predetermination meeting, and that the employee may waive the right to the meeting by notifying the Supervisor in writing prior to the start of the meeting.
 3. At the predetermination meeting the employee shall briefly have the grounds and the proposed action explained to him/her and shall have the right to respond. The purpose of the response is an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions, essentially a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action. The employee shall have the right to representation and the meeting may be recorded by either party.
 4. Within ten (10) days from the date of the predetermination meeting, the Supervisor or designee shall notify the employee in writing if no disciplinary action will be taken.
 5. Supervisor's Disciplinary Decision: If a decision is made to proceed with the disciplinary action, the Supervisor or designee shall serve the employee with a Disciplinary/Corrective Action Form and supporting documentation within ten (10) days from the date of the predetermination meeting. If it cannot be delivered personally, it will be sent by certified mail, with return receipt requested, to the employee's last address on record.
 - a. The Notice of Proposed Disciplinary Action shall state what disciplinary action is being recommended and when the proposed action will take effect.
 - b. No disciplinary action shall be final until the Executive Director has approved and signed the Disciplinary/Corrective Action Form.
 8. The Written Notice of Final Decision must:
 - a. Document the date, time and place of the predetermination meeting;
 - b. Identify the specific misconduct;
 - c. Specify the disciplinary action, if any, to be taken;
 - d. Specify the effective date of the dismissal or suspension which must be at least ten (10) days after the date of the Written Notice of Final Decision (during this ten (10) day period the Executive Director may place the employee on paid administrative leave if deemed in the best interest of the District);

e. Be delivered personally to the employee by the employer or by certified mail, with return receipt requested, to the employee's last address on record.

f. The Executive Director may, when deemed in the best interest of the District, extend the time limit for providing the employee with the Notice of Final Decision.

g. Employees who have been dismissed from employment for disciplinary reasons shall not be eligible for rehire.

ARTICLE 8

GRIEVANCE AND ARBITRATION

Section 1 – Grievances

A. A "grievance" is an allegation made by the Union against the Employer that a violation, misapplication or misinterpretation of any provision of this Agreement has occurred.

B. Any reference to day or days within this article means work day or days and shall include normal dates of operation and excludes weekends and holiday.

C. The Union may file grievances on its own behalf, or on behalf of an employee or group of employees covered by this Agreement.

D. An individual employee may file a grievance under the provisions of this article and have it adjusted without the intervention of the Union as long as:

1. The adjustment is consistent with the terms of this Agreement;
2. At any hearing or meeting on a grievance brought forward by an individual employee, and who has not requested the intervention of the Union, the Union shall still be afforded the opportunity to be present and make its views known.
3. An individual employee may not invoke arbitration under this article.

E. Before filing a formal grievance under the procedures established in this Article, employees are encouraged to try and resolve any issues with their immediate supervisor and if not, with their next level manager.

F. Grievances initiated by an employee or by the Union shall be filed within ten (10) days of the day after the grievant was aware, or reasonably could have become aware, of the provision in the Agreement that allegedly was being violated.

G. The Employer, Union, and/or employee shall make an effort to hand deliver any Grievance documentation, correspondence, memos and/or forms as outlined in this article and shall be considered served immediately upon hand delivery. In cases where hand-delivery is not possible, such materials shall be mailed priority, certified return receipt requested, and shall be considered served on the date of postmark by the U.S. Postal Service.

Section 2 Steps in the Grievance Procedure

- A. All steps in the formal grievance process must be documented in writing via an Official Grievance Form. Employees and/or the Union must submit grievances in writing that include the specific details of what provision(s) in the Agreement was violated, and how and when it was violated. The Form is Attached as Exhibit A.
- B. The Official Grievance Form shall include the following information:
1. The employee's name, job title and work site;
 2. The name, address and telephone number of the Union representative, if any;
 3. The article(s) of the Agreement alleged to have been violated;
 4. The date of the violation;
 5. How the violation occurred: The grievant shall provide a detailed description of all the event(s) that resulted in specific violation and all the persons responsible for the violation;
 6. The relief requested; and
 7. Any attempt(s) the grievant or Union made to resolve the matter with the immediate supervisor and/or with their next level manager.
 8. The signature of the grievant or of the Union representative.
 9. The President or Vice President of the Union shall sign off on the Official Grievance Form to assure the form is complete and that the grievance is justified.
- C. Grievance relief actions agreed upon by the parties at any of the steps listed below shall be binding.

Section 3 Manager Level

- The Union or grievant shall meet with the department manager to attempt to resolve the matter within ten (10) days of the day after receipt of the Official Grievance, unless the department manager is the person the grievance is against, or if the employee does not have a department manager. In that case the Union and Executive Director shall meet within ten (10) days of the day after receipt of the Official Grievance to attempt to resolve the matter.
- The department manager, who met with the Union, shall within ten (10) days of the day after the meeting, write a response to the grievant explaining the resolution or response to the allegations specified in the grievance.
- If the grievance is not satisfactorily resolved at this level, the grievance shall be submitted by filing with the Executive Director within ten (10) days of the day after receipt of the written response by the department manager.

Section 4 Executive Director Level

- If the grievance is not satisfactorily resolved at the department manager level, the grievant and/or Union shall submit the Official Grievance to the Executive Director within ten (10) days of the day after receipt of the department manager's written response. The Executive Director shall respond in writing to the grievant and/or Union within ten (10) days of the day after receipt of the Official Grievance and may, within this time period, request a meeting with the grievant and/or Union to discuss the grievance and its settlement.
- If the grievance is not satisfactorily resolved at this level, the Official Grievance, if it meets the definition of a Prohibited Practice, may be submitted to the District's Labor Management Board by the Union, but not by the individual grievant, within fifteen (15) days after receipt of the Executive Director's written response. The Official Grievance may also be submitted to final and binding arbitration by the Union, but not by the individual grievant, within thirty (30) days after receipt of the Executive Director's written response.

Section 5 Arbitration

A. Within fourteen (14) days of the written demand for arbitration, the Union shall make a request from a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), unless the parties by such time can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.

B. Within fourteen (14) days of the receipt of a list of arbitrators, the parties will confer to select the arbitrator. The selection shall be made by the Union and the Employer alternately eliminating names. The last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. If the Employer fails or refuses to strike a name from the list, the Union may request that the FMCS unilaterally appoint an arbitrator to hear the matter. Once an arbitrator is either selected by the parties or appointed by the FMCS, the arbitrator shall have full jurisdiction.

C. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case.

D. The arbitrator shall have no power to add to, subtract from, alter or modify any of these terms of the Agreement, but may give appropriate interpretation or application to such terms and provide appropriate relief.

E. The arbitrator shall have no authority to make any award including fines, punitive damages or award of attorney's fees.

F. Each party shall pay one-half (1/2) of the arbitrator's fees and expenses.

G. The arbitrator's decision shall be final and binding on the parties.

H. In arbitration cases challenging a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In arbitration cases where the Union alleges a contractual violation or dispute over a working condition, the Union shall have the burden of proof.

Section 6 Miscellaneous

A. Tape recorders or other electronic recording devices shall not be used by any party participating in the grievance, except by mutual agreement of the parties. This provision shall not apply to arbitration hearings.

B. Any of the time limits or steps set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of the parties.

C. If at any step of the grievance procedure the Employer fails to respond within the designated time limits, the grievance shall be automatically forwarded to the next level.

D. Any grievance shall be considered as settled on the basis of the last answer of the Employer if not appealed to the next step or arbitration within the time limitations set forth herein.

E. A party to this Agreement or an individual grievant may be represented by counsel at any step of the grievance procedure at their own cost.

F. The issue of non-grievability may be properly raised at any step of the grievance procedure. The arbitrator shall decide all issues regarding the grievability of grievances.

G. Grievances may be withdrawn by the Union at any step of the grievance procedure without prejudice and without precedence except as to objections to timeliness.

H. The arbitration procedure set forth in this article shall not apply to events which occur before the effective date of this Agreement.

ARTICLE 9

GENERAL PROVISIONS

Section 1 - Safety

Management has the absolute right and responsibility to establish and maintain a safe and healthy work environment. The District shall provide protective devices, protective personal equipment (PPE) and all other equipment as required by OSHA or as it deems necessary for the protection of employees from injury. Any supplies required to maintain the vehicles cleanliness and or safe operation shall be provided by the District. All District vehicles shall be maintained in safe operating condition. In the event an employee is injured on the job and is unable to complete his shift, such employee will be paid for the full shift on the day of the injury and in accordance with the Districts workers compensation policy.

Section 2 - Physical Examinations and Drug Tests

Physical examinations including drug screening when required as a condition of employment or otherwise required by law, shall be paid for time and all costs of such examination shall be borne by the District.

Section 3 –Temporary Employees and Supervisors Working

Supervisors shall not perform work that is normally performed by members of the bargaining unit except in an emergency or for purposes of training. An emergency shall include a situation when there are not sufficient qualified bargaining unit employees to do the work, but the District will not utilize this emergency exception to avoid hiring bargaining unit employees.

The Union recognizes the right of the District to hire and use temporary and emergency Driver (s) for short term operational purposes which cannot be fulfilled with classified drivers/dispatchers.

For purposes of this agreement temporary employee is defined as, the employment of a person hired to perform a job which is limited in nature or is on a seasonal basis and which will not exceed nine (9) months of employment unless otherwise approved by the Executive Director. Temporary employees may fill in for classified employees on Long Term Disability, Family Medical Leave, Worker’s Compensation, and extended leave without pay, or for other authorized absences. In the event that the Executive Director deems necessary the extension of the temporary appointment beyond nine (9) consecutive months, the Employer will meet with the Union to discuss the conversion of the position from temporary to classified, subject to budgetary constraints and Board of Directors approval.

Emergency employee is defined as employment of a person when an emergency condition exists that would, in the opinion of the Executive Director, compromise the public health, safety, and welfare, or severely curtail the normal operations of the District. No individual shall hold an emergency appointment longer than one hundred (100) days or an aggregate eight hundred (800) hours in any nine (9) month period, unless approved by the Executive Director. The Executive Director will notify the Union in the event of an appointment longer than one hundred (100) days.

ARTICLE 10

SHOP STEWARD

Section 1 - Notification

The District recognizes and will deal with the accredited Shop Steward(s). The Union agrees to furnish the District with the name(s) of the shop steward(s). The District agrees to furnish the Union with a list of its supervisory employees with whom the Union shall deal in the adjustment of grievances. The Union shall notify the District promptly, in writing, of any change in shop steward(s), and the District shall notify the Union promptly of any changes in supervisors.

Section 2 - Investigations

To facilitate the handling of grievances, the shop steward may from time to time, as need arises, and after notice to his supervisor, advising his supervisor as to the nature of the grievance to be investigated or adjusted, leave his work to investigate or assist in the settlement of grievances arising within his jurisdiction. No shop steward shall leave his assigned work or route unless the Supervisor has made a reasonable accommodation in finding a qualified employee to continue the work shift of the Shop Steward. Time so spent shall be paid for at the employee's regular rate of pay and in no circumstances shall it result in overtime or comp time payment or be counted as hours worked for the purpose of computation of overtime or comp time pay. Time spent investigating and processing grievances or conducting union business outside of assigned work hours shall not be compensated.

It is understood and agreed that the District has limited staff and provides transit services that operate on fixed schedule and that a Shop Steward has full-time work to perform, and time spent investigating or assisting in the settlement of grievances shall be held to an absolute minimum due to the operational impacts it imposes upon the District. Any alleged abuses may be called to the attention of the local representative of the Union, and shall be corrected if necessary. In the event that the District is not satisfied with the Union's resolution of the alleged abuses, the District may reopen this Section of the Agreement dealing with investigations and reasonable time. If no agreement is reached during such negotiations, the District may use the impasse resolution procedures provided for in PEBA. This paragraph shall not preclude the District from taking disciplinary action to address the abuse of time.

ARTICLE 11

MILITARY CLAUSE

Employees in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Act (USERRA), Title 38, US Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable State and Federal laws. This shall include continuation of health coverage to the extent required by USERRA, and continuation of pension contributions for the employees' period of service as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by statute.

ARTICLE 12

HOURS OF SERVICE

Section 1 - Workday – Workweek

The basic work week for full time employees shall consist of forty (40) hours in a seven-day period. The work week commences at 12:01 a.m. every Saturday and ends at 12:00 p.m. on Friday. There are two (2) work weeks in a pay period. Generally a one (1) hour unpaid lunch break shall be provided to all employees; however, work schedules, bid shifts and other job-related functions may necessitate variations in the scheduling of the lunch break, however no employee shall be denied the ability to take a lunch break if they so choose. In addition all employees shall receive a fifteen (15) minute paid break period as close to the midpoint of the first half of their shift as possible and a fifteen (15) minute paid break period as close to the midpoint of the second half of their shift as possible. Paid rest breaks are a benefit and are not guaranteed due to the nature and make up of transit routes. From time to time employees may be required to work through their rest break. However, paid rest breaks may be inclusive as accumulated in layover times in the route schedules i.e. 5-8 minute layovers every hour. In the interest of good health, the District encourages the employees to take their paid break when possible. When paid breaks are taken while on route, drivers are to alert any passengers on the bus, request that they temporarily exit and secure the bus while the break is taken within the scheduled layover time. Drivers are responsible to remain in reasonable sight of the vehicle or to secure the vehicle when taking breaks. Employees shall not combine two (2) relief periods into one (1), nor are they allowed to combine a relief period with a lunch break. Relief periods shall not be eliminated to start or leave early on a regular basis. Relief periods are considered hours worked; lunch breaks are considered hours not worked. In addition, due to the nature of the work performed, drivers shall be allowed to take restroom breaks at times and places where appropriate facilities are available.

Section 2 – Overtime

An employee, who is authorized and approved in advance by their supervisor and required to work in excess of the normal work week (forty [40] hours), shall be compensated for such overtime at one and one-half (1 1/2) times their hourly rate or unless otherwise specified in the Fair Labor Standards Act (FLSA). Such compensation shall be paid overtime. Overtime shall not be pyramided.

The following hours are considered as hours worked for the purpose of qualifying for overtime pay;

1. Hours actually worked;
2. Paid holidays;
3. Hours allowed for voting time;

4. Jury duty;
5. Hours allowed for court duty when appearing as a witness on behalf of the District or because of an official capacity with the District; and
6. Training time.

C. The following are not considered as hours worked and are not used for the purpose of computing overtime;

1. Vacation;
2. Sick leave;
3. Military leave;
4. Funeral leave;
5. Injury leave;
6. Lunch break;
7. Comp-time hours used.

Section 3 - Overtime Assignments

All scheduled overtime shall first be offered by seniority on a voluntary basis to qualified employees. In the event an insufficient number of qualified employees volunteer for such overtime, overtime work will be filled by assigning the necessary number of additional employees in reverse seniority order. The District agrees to give as much advance notice as possible of the requirement to work overtime. The District agrees to give reasonable consideration to an employee's request to be released from overtime in instances of verifiable extreme hardship.

ARTICLE 13

HOLIDAYS

Holiday pay is based on eight (8) hours of pay for full-time employees and prorated hours for part-time regular employees. An employee whose work day is in excess of eight hours may request to utilize annual leave for any absence in excess of eight hours on the day that the holiday is observed. In order to be eligible for Holiday Pay the employee must be in approved paid status on both the regular scheduled workday immediately preceding the holiday and the regular scheduled workday immediately following the holiday. The following Holidays will be observed

commencing January 1, 2014. Until then the District's current adopted Holiday schedule be observed.

New Year's Day

Veterans Day

Martin Luther King Day

Thanksgiving Day

Memorial Day

Day after Thanksgiving

Independence Day

Christmas Eve

Labor Day

Christmas Day

Columbus Day

A recognized holiday falling on Saturday will be observed on the preceding Friday and a recognized holiday that falls on a Sunday will be observed on the following Monday.

An employee who is required to work on a holiday shall be compensated at the rate of one and one-half (1.5) times their hourly rate for all hours worked in addition to eight (8) hours holiday pay.

An employee who does not work on a holiday that occurs on their regularly scheduled workday shall receive their scheduled hours, at the straight time rate of pay, as holiday pay.

When the holiday falls outside the employees' normal scheduled workday or falls during an approved vacation day, such employee shall receive eight (8) hours of holiday pay and not get charged vacation time. Part-time employees will receive holiday pay based on the number of hours that they would normally have worked provided that the holiday falls on a part-time employee's regular scheduled workday.

ARTICLE 14

SICK LEAVE

Employees will accrue Sick Leave hours at the rate of 6.67 hours per month or eighty (80) hours per year. Periods of leave without pay shall not count for the purpose of accruing sick leave.

Sick leave may be used for any period of approved absence with pay from regularly scheduled work resulting from:

1. Employee having an illness or injury which renders them unable to perform their duties;
2. An employee having a medical examination, consultation, or treatment by a licensed practitioner;

3. An employee's immediate family member defined as the employee's spouse or domestic partner, child or parent as defined by the Family and Medical Leave Act (FMLA) requiring their presence because of injury, illness or medical treatment.

An employee taking sick leave must notify their supervisor in a timely manner in order for arrangements to be made for a replacement driver or dispatcher. The following notice requirements shall apply:

1. Minimum of twenty-four (24) hours' notice to the employee's supervisor, for prescheduled medical or dental appointments;
2. Minimum of two (2) hours' notice prior to beginning of the employee's shift to the employee's supervisor for illness or accident. The District shall designate phone numbers to be used in the event that the employee's supervisor cannot be reached, which shall have the capability of verifying the call (leave message, caller ID, etc.).

For each absence an employee must submit upon the approved form an explanation of the reason for such absence. All forms must be submitted prior to the taking of any sick leave due to medical or dental appointments. All forms must be submitted within 24 hours or the end of the next scheduled work day after returning from an unexpected illness or injury. Failure to do so may result in leave without pay and disciplinary action.

An employee must keep the supervisor informed of their condition if an absence is for more than two (2) working days in duration. In cases of absences of more than two (2) consecutive days the District shall provide the employee with the appropriate FMLA paperwork which must be filled out and returned in order to determine if the absence is a covered event under FMLA. The District may also require the employee to furnish a written medical statement issued by a licensed physician or practitioner, or other evidence of illness that confirms the illness of the employee or their immediate family member, provides an estimate of when the employee will be able to return to work, states whether the employees incapacity will require intermittent treatments, states the estimated frequency and duration of such treatments, and provides the estimated period for recovery, if known. Abuse of sick leave may be cause for disciplinary action. If an employee's leave qualifies as protected leave under FMLA, the District may require a medical certification as provided by federal law.

Unused sick leave hours shall be cashed out and or banked annually by the last pay period in February for unused hours from the previous year. Employees with a current bank of sick leave hours will retain that bank, which will be classified as a catastrophic sick leave bank and not available for sick leave cash out. An employee may not bank more than seven hundred-twenty (720) hours of catastrophic sick leave. If an employee chooses to bank hours from the previous year into their catastrophic sick leave bank, those banked hours are not available for the cash out provision of this Section.

Catastrophic sick leave is defined as a medically excused leave as defined under FMLA and the District's FMLA Administrative Policy and Procedures, or to meet the minimum waiting period for eligibility for short term or long term disability. Catastrophic sick leave is not eligible for family members except as provided for under FMLA purposes. Accrued catastrophic sick leave is only available after all accumulated casual sick leave has been exhausted. It is designed to provide income protection for an employee meeting the above definitions. It is not available under any other circumstances. Catastrophic leave is not a benefit in which an employee vests. It is not paid out upon leaving the District nor available to be cashed out on an annual basis.

In order to be eligible for the annual cash out, employees must have completed their probationary period and will be cashed out at the following rates:

Number of hours of sick leave hours used	Percentage payment rate for cash out.
24 Hours or Less	100%
25 Hours to 40 Hours	75%
41 Hours to 48 Hours	50%
49 Hours or More	25%

All employees who are separated from the District payroll before one (1) year of employment shall not be eligible to cash out unused sick leave hours.

ARTICLE 15

FUNERAL LEAVE

In the event of a death in the employee's family the employee shall be granted up to three (3) scheduled workdays off without loss of pay to arrange for and or attend the funeral or memorial services. A member of the employee's immediate family includes: spouse or domestic partner, child, father, mother, brother, sister, grandparent, grandchild, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, current son-in-law, and current daughter-in-law. In the event the funeral or memorial service is held out of state the employee may be granted two (2) additional days off. The Employer may require the employee to provide proof of death of the family member.

ARTICLE 16

JURY DUTY

When an employee is required to report for jury duty, and who is released from jury duty before the end of the scheduled work day, shall contact their supervisor to receive instructions on whether to report for work the remainder of the day. The employee shall be compensated at the regular straight time rate of pay. Fees received from the court, excluding reimbursement for

travel and meals, shall be remitted to the District. Time spent on jury duty shall be considered time worked.

ARTICLE 17

INCLEMENT WEATHER LEAVE

Section 1 – Full-Day Closing

Paid weather related time due to closing will be limited to an amount equal to the hours that the employee was scheduled to work or would normally have worked on the day in question. If an employee has reported to work prior to the decision to close being made, weather related time will only make an employee whole up to the amount of their scheduled or normal working hours for that day.

Section 2 - Partial-Day Closing (delayed opening/early closing)

In the event that the normal reporting time is delayed, employees working that day will receive paid time for the period between their scheduled or normal reporting time and the rescheduled reporting time. In the event of an early closing time, those employees working that day will receive paid time between the rescheduled closing time and their scheduled or normal closing time. Employees who are on leave, have called in sick, or have called prior to a decision to alter operating hours to advise that they will not be reporting to work are not eligible for any additional time or for a refund of leave balances. Employees not scheduled to work on weather related closure or partial closure day are not entitled to receive extra pay for that day.

ARTICLE 18

VACATION

Section 1 – Amount

Employees shall be entitled to vacation upon fulfilling the requirements set forth below:

- A) All employees having one (1) year of service shall receive two (2) weeks paid vacation (3.077 hrs. per pay period beginning on the first month of employment)
- B) All employees having five (5) years of service shall receive three (3) weeks paid vacation (4.62 hrs. per pay period beginning on the 49th month of employment).
- C) All employees having ten (10) years or more of service shall receive four (4) weeks paid vacation (6.15 hrs. per pay period beginning on the 109th month of employment).
- D) All employees having twenty-five (25) years of service shall receive five (5) weeks paid vacation (7.69 hrs. per pay period beginning on the 300th month of employment).

For the purpose of this section an employee's service shall start with their most recent date of hire with the District. Periods of leave without pay shall not count for the purpose of accumulation of annual leave. Employees may accumulate and carry over into the first pay period of the calendar year accrued unused vacation, not to exceed two (2) times the annual accrual. All hours of annual leave that exceed two (2) times the annual accrual must be used by the end of the last pay period in the calendar year earned or be forfeited.

Section 2 – Separation

All employees who are separated from the District's payroll after more than one (1) year of employment shall be paid for unused earned vacation and pro-rata for all vacation accrued up to the time of separation.

Section 3 - Vacation Selection

All vacation bidding will be done on an annual basis in early December for the following year. Vacations bid during the annual bidding period shall be awarded by seniority. Any vacation not bid during this period shall be awarded on a first come/first served basis. In no circumstances shall an entire department, division or unit be permitted to take annual leave at the same time. Supervisors shall be responsible for scheduling annual leave so as to avoid unreasonable interference with District operations.

Section 4 - Split Vacations

Vacation may be taken in full week increments, full day increments, or on an hourly basis as needed, provided the employee has prior approval of his supervisor, or in cases of proven emergency. Such approval of vacation requests shall not be unreasonably withheld; taking into consideration the manpower needs of the District, and once approved shall not be changed unless mutually agreed to by the employee and the Employer.

ARTICLE 19

HEALTH AND WELFARE

The District agrees to retain the current cost sharing contribution rate as follows: eighty percent (80%) paid by the District and twenty percent (20%) paid by the employee.

ARTICLE 20

PENSION

The District is required to by law to abide by the Public Employees Retirement Act (PERA) of New Mexico as is now in effect. The District has elected to participate in Municipal Plan 2 which requires a contribution rate of 18.3% of employee pay. The District agrees to pay 9.15%

of the required contribution rate as its employer contribution. The employee agrees to contribute 9.15% of the employee's share of the required contribution rate.

ARTICLE 21

SAVINGS CLAUSE

In the event that any Federal or State legislation, government regulation, or court decision causes invalidation of any sentence, paragraph, section or Article of this Agreement, the District and the Union agree to meet as soon as possible to negotiate any affected portion. All other Articles not so invalidated shall remain in full force and effect.

ARTICLE 22

COMPLETE AGREEMENT

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no express implied statement or previously written or oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Employer's discretion and control.

It is recognized that the Employer has certain Personnel Rules and Regulations. The specifics of these rules and regulations have not been the subject of collective bargaining. The Union recognizes the Employer's right to establish and maintain such rules and regulations. Such rules and regulations may apply to bargaining unit employees so long as they do not conflict with any terms of this Agreement.

The District agrees to inform the Local Union of any new rule(s) or regulation(s) affecting bargaining unit members.

ARTICLE 23

DURATION

This Agreement shall be effective from April 5, 2013 through June 30, 2014 and shall remain in full force and effect from year to year thereafter, contingent upon sufficient appropriations, (see Appropriations -Article 24) unless either party notifies the other party in writing no less than sixty (60) days prior to June 30, 2014 or any June 30 thereafter of its intent to re-open the Agreement.

ARTICLE 24

APPROPRIATIONS CLAUSE

The terms of this Agreement are contingent upon sufficient appropriations and authorization of appropriations being made by the District's Board of Directors for the performance of this Agreement. If sufficient appropriations and authorization of appropriations are not made by the District's Board of Directors, the parties are to renegotiate through arm's length negotiations. The District's decision as to whether sufficient appropriations are available shall be final and subject to immediate renegotiation by the parties upon written request by either party. Refusal of the Board to honor the financial terms agreed to in the Collective Bargaining Agreement through arm's length negotiations for any reason, other than financial inability to meet its obligations, shall constitute a breach of this Agreement.

ARTICLE 25

Wage adjustment and Salary Plan

For Fiscal Year 2013 the following wage increases shall apply to employees subject to collective bargaining;

All CDL holders shall receive a seventy-five cent (\$.75) per hour increase effective April 5, 2013. All non-CDL employees shall receive a 2.5% per hour wage increase effective April 5, 2013. In addition and effective as of April 5, 2013 all full time employees will receive a one-time salary distribution for services rendered during pendency of bargaining negotiations of \$620.00. Except that all part-time employees will receive a proportional and pro-rated one-time salary distribution based upon the proportionate number of hours worked in the 2012-2013 fiscal year as compared with full time employees.

Salary Plan

2013 Current

Position	Minimum	Maximum
Driver	\$25,249 (12.14/hr.)	\$35,999 (17.31/hr.)
Dispatcher	\$27,197 (13.08/hr.)	\$38,776 (18.64/hr.)

To be replaced by the following:

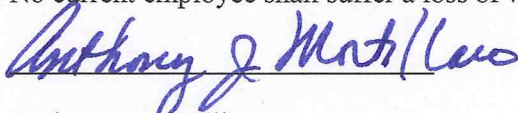
April 5, 2013 (New)

Position	Minimum	Maximum
Driver	\$25,882 (12.44/hr.)	\$36,905 (17.74/hr.)
Driver CDL	\$26,811 (12.89/hr.)	\$37,565 (18.06/hr.)
Dispatcher	\$27,887 (13.41/hr.)	\$39,740 (19.11/hr.)
Dispatcher CDL	\$28,776 (13.83/hr.)	\$40,331 (19.39/hr.)

- Salary/wage progression from a driver non-CDL or dispatcher non-CDL position to a driver CDL or dispatcher CDL position is limited to the availability of budgeted positions and the Districts needs as solely determined by the District.

If an employee is required to drive their own vehicle to an alternate report to location they shall be paid the applicable Federal mileage reimbursement.

No current employee shall suffer a loss of wages as a result of this agreement.



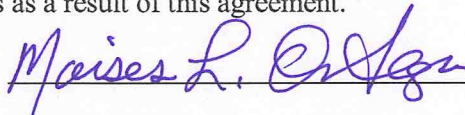
Anthony J. Mortillaro

Executive Director

NCRTD

4/5/2013

Date



Moises L. Ortega

President

Teamsters Local 492

4/11/13

Date



**CHAUFFEURS, TEAMSTERS AND HELPERS
ALBUQUERQUE, NEW MEXICO
LOCAL UNION 492**



AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

4269 BALLOON PARK RD., N.E.
ALBUQUERQUE, NEW MEXICO 87109
PHONE 505-344-1925

**SECRETARY-TREASURER
WALTER R. MAESTAS**

LETTER OF UNDERSTANDING

BETWEEN

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

AND

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 492

This Letter of Understanding entered into by and between the North Central Regional Transit District (hereinafter the "Employer") and Chauffeurs, Teamsters and Helpers Local Union No. 492 (hereinafter the "Union"), will serve to memorialize language inadvertently left out of the recently executed collective bargaining agreement covering the period April 5, 2013 through June 30, 2014. The parties agree that they will enter into negotiations prior to June 30, 2013 for the sole and express purpose of negotiating the wage increase for fiscal 2014. All other terms of the current agreement shall remain in effect through the expiration date, June 30, 2014.

Anthony J. Mortillaro
Executive Director
NCRTD

Moises L. Ortega
President
Teamsters Local 492

4/12/13

Date

4/12/13

Date

EXECUTIVE BOARD
PRESIDENT
MOISES L. ORTEGA

RECORDING SECRETARY
WARREN "TREY" WHITE III
VICE PRESIDENT
MICHAEL F. BUTLER

TRUSTEES
KELVIN HOLLY
RICHARD MARTINEZ
ANDREW PALMER

