

Company Packaged Final Proposal 06/10/26

Articles 5, 30, 31, 32, 35, 36, 39, 42, and 52

Article 5 Discipline of Employees

Keep Current Language: Sections 1, 2, 4, and 6

Co Change 1, 3, and 5

Union Change 1 and 3

SECTION 1. Any employee who has been suspended or discharged for violation of any of the rules of the COMPANY shall have the right to have his or her case taken up by the officers or committee of the UNION with the official or officials of the COMPANY designated by the COMPANY. If it is found and mutually agreed that such employee was not guilty of the charge for which he was suspended or discharged, he shall be reinstated and paid for all time lost through such suspension or discharge at his regular straight time hourly rate of pay. The COMPANY agrees to give the employee and the UNION a complete and precise copy of all charges against the employee **with**in five (5) days of the date of knowledge of the occurrence. The employee is entitled to UNION representation, if so desired.

~~If an investigation is held by the Company concerning an accident or incident, the employee shall be paid at his or her regular rate of pay for all time spent under investigation, and the Company shall render a decision within three (3) days of the date of the investigation."~~

SECTION 2. Nothing shall be entered into an employee's employment record unless the employee has been made aware of same.

SECTION 3. All charges preferred by the COMPANY against its employees for violation of its rules or other offenses must be preferred within five (5) days after any such alleged violation or offense has been made known to the COMPANY (~~the date of knowledge of the occurrence~~). **If** requested, an extension of time to complete an investigation under this section shall be granted to the Company by the Union; in such case any administrative leave shall be converted to a paid status at that point forward until completed. ~~If the charges are not preferred within the time limits set forth herein such alleged violation or offense shall be forever barred and extinguished, provided however, that any violation of the rules pertaining to the handling of fares shall not come within the scope of the foregoing provisions of this section.~~

SECTION 4. If any employee is charged with an offense involving the mishandling of fares, the misappropriation of the COMPANY's funds or property, immorality or
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drunkenness neither such charge nor the discipline meted out in connection therewith shall be subject to the grievance and arbitration provisions in this AGREEMENT unless the grievance or demand for arbitration in such cases be accompanied by the signed authorization of the employee involved authorizing the COMPANY to submit any and all information and facts pertaining to the case to whomsoever they may concern.

SECTION 5. The safety point policy and drive cam policy shall be used for any safety issues and discipline. For items other than safety, before discharge for an accumulation of minor infractions, the employee shall receive at least one written warning and a final written warning notice signed by proper authority, provided, however, that the following shall be cause for immediate dismissal without prior warnings: dishonesty; recklessness ~~resulting in accident while on duty or on Company premises~~; carrying of unauthorized and/or unpaid passengers without making a good faith effort to collect a fare; handling passenger fares without Company authorization; being absent without notifying the Company for a period of three (3) consecutive work days without a reasonable excuse; sleeping while on duty; use of profanity, abusive or threatening behavior toward a passenger, any member of the public, fellow employee, supervisor, or other company official; possession of a firearm or other weapon while on duty or on Company property; falsifying time or revenue records, or the original employment application in respect to criminal record; falsifying original employment application, conviction of a criminal offense or DWI driving offense; registering positive on a controlled substance test administered in accordance with the Substance Abuse Policy

SECTION 6. The time limits set forth in this Article shall exclude Saturday, Sundays and Holidays.

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ARTICLE 30: RUNS, DAYS OFF - MOTOR COACH OPERATORS

SECTION 1. The amount of service to be furnished to the public and the determination of the number of runs necessary to furnish such service shall be exclusively vested in the COMPANY, together with all other matters pertaining to the operations of the COMPANY and not specifically covered by this AGREEMENT.

SECTION 2. A regularly assigned run is a day's work selected by a motor coach operator in accordance with his seniority and assigned to him for an extended period whenever there is a selection and assignment of regularly scheduled runs. All other pieces of work shall be classed as extra work. Regularly assigned runs shall be classed as extra work when temporarily manned by motor coach operators other than those to whom they were regularly assigned.

SECTION 3. Full time motor coach operators who have sufficient seniority to select, and be assigned to regularly scheduled runs during an assignment or "pick" of runs, are defined as regular full time motor coach employees. All other **full-time** motor coach operators are defined as extra motor coach operators.

SECTION 4. A straight run is defined as a regular run so constructed as to be composed of continuous hours of pay on the same bus. A split run is defined as a regular run so constructed as to be composed of two (2) or more pieces of work with an unpaid interval or intervals between such pieces of work.

~~Not less than forty nine percent (49%) of the possible fixed route straight runs shall be made into straight runs. Not less than twenty five percent (25%) of that forty nine percent (49%) shall be AM straight runs. The number of possible fixed route straight runs shall be determined by the number of fixed route buses scheduled out in the AM that remain in regularly scheduled service during mid-day.~~

SECTION 5. All regularly assigned runs, shall be constructed so as to contain at least **forty (40) hours of work per week.** ~~eight (8) hours but not more than ten (10) hours of platform time including preparatory time.~~

~~SECTION 6. Split runs as herein defined may be so constructed as to contain a spread of hours in excess of eleven and one half excluding preparatory time, provided however, that time excess of the spread set forth above shall be paid for at one half (1/2) of the straight time hourly rate of pay excluding preparatory time. The one half (1/2) time as provided in this section shall not be used in the computation of overtime and shall never be paid at the overtime rate of pay, except when worked by an employee on his regularly assigned day off as provided in Articles 37 and 47 of this AGREEMENT.~~

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SECTION 7. When limited service is operated on holidays or on days observed as holidays, selection of work on such days shall be by general seniority in accordance with the time limits set forth in Section 4 of Article 28, entitled "Selection and Assignment of Regular Runs." In the event all the work on such days is not filled by the selection thereof by general seniority, the COMPANY shall assign all the unselected work beginning with junior motor coach operators available on the seniority roster who have not already selected work.

SECTION 8. Regular motor coach operators shall be entitled to at least two (2) days off each week selected by seniority based on allotted days off at a sign up.

SECTION 9. Extra motor coach operators shall be entitled to at least two (2) days off each week selected by seniority based on days off allotted to extra board sign up.

SECTION 10. Guarantee is based 40 hours per week **excluding extra board operators**. But if an employee completes all of their assignments, and is requested by the company to cover additional hours of service, the additional hours of service will not reduce the hours guaranteed in the employee's normal weekly picked work.

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Company Proposal
Article 31 SELECTION AND ASSIGNMENT OF REGULAR
RUNS

New

Section 1 - The Company shall conduct a General Bid at least three times a year. The bid time is an approximate scheduled of working time. The General Bid shall be posted at least five (5) calendar days prior to bidding. Posted schedules shall show the estimated start and end times.

Section 2 - Each classification, under this agreement, shall bid by proxy and be awarded in seniority order within the classification of the employee as follows.

Choice Sheets/Proxy Sheets must be turned in to management prior to the end of the posting period.

Operators who do not bid via Choice Sheets/Proxy Sheets shall be passed over until they decide to bid or they are assigned the last remaining run/s on the bid. At their discretion, operators on vacation may leave bid choices with the General Manager to bid in their absence.

The Company shall furnish the Local Union President with a copy of the proxy sheets prior to the commencement of the bid selection process.

Every run posting should list the days of operation, estimated departure and pull-in times, run types, and days each run operates.

Any employee who has been inactive or away from work for thirty (30) days or longer before signing up must meet return to work requirements to be eligible to bid.

The employee must be cleared for full duty before the choose-up date.

Seniority shall not govern assignment of vehicles.

At the discretion of the Company, any new runs and/ or vacancies shall be covered until the next sign-up by assigning them to the extra board, allowing junior employees to bid on openings, or conducting a new sign-up at management discretion.

Section 4 – The Para Transit Drivers will call dispatch between 5pm and 8pm the day before their scheduled workday to receive the exact start time for the following day. The exact start-time and end time will vary based on service demand.

SECTION 5. Hours for Paratransit shifts will be an estimated time based on the trip requests which change each day. The COMPANY will develop a process to notify operators of the actual start time of each route the day before service.

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SECTION 6. The COMPANY has provided training to all operators on both fixed route and paratransit service. If the needs of the service require, the COMPANY may re-assign drivers from fixed route to paratransit or vice versa.

SECTION 7. Part-Time and Casual Drivers must provide availability and must work when called unless approved in advance otherwise. Failure to report subject's driver to attendance policy.

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Article 32 Extra Work
Co WD Union WD Revert to CCL 6.10.26

Step 1 – Week before scheduling

The Company shall post a weekly schedule on Wednesdays for the following week.

The Company will post sign-up sheets for each day to collect volunteers. Employees will note their availability on the sheet listing AM, PM or all day.

The Company will assign open work **by classification (CDL Fixed vs Non-CDL Para Micro)** to volunteers based on their selection and in seniority order.

If open routes remain, the Company will assign open shifts **by classification** based on reverse seniority, as long as doing so does not conflict with the employee's current work schedule or work eligibility.

Step 2 – Day before scheduling

If additional shifts become open the day before service, the Company will again review volunteers **by classification** from the sign-up sheets to fill shifts. If open routes remain, the Company will assign open shifts based on reverse seniority **by classification**, as long as doing so does not conflict with the employee's current work schedule or work eligibility.

Step 3 – Day of service

If additional shifts become open on the day of service, the Company will call drivers in seniority order to solicit volunteers **by classification**. If open routes remain, the Company will assign open shifts based on reverse seniority, as long as doing so does not conflict with the employee's current work schedule or work eligibility.

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ARTICLE 35: PERMANENT AND TEMPORARY
VACANCIES AND VACATION RUNS
Co WD Union WD Revert to CCL 6.10.26

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ARTICLE 36: MISS-OUT/CALL-IN

SECTION 1. When an employee is unable to report for work at his assigned time for any reason, he shall notify his dispatcher, foreman, or direct supervisor as appropriate, as soon as possible, and at least thirty (30) minutes before the start of the assigned work. Failing to give such notice, he shall be charged with a miss out. A miss-out is defined as being one (1) minute late for an assignment. The penalty for miss-outs/**call-ins**, shall be as follows:

- 1) For a first miss-out/call-in within twelve (12) months, the operator involved will be subject to a verbal reprimand.
- 2) For the second miss-out/call-in within twelve (12) months, the operator involved will be subject to a written reprimand.
- 3) For the third miss-out/call-in within twelve (12) months, the operator involved will be subject to a one (1) day suspension.
- 4) For the fourth miss-out/call-in within twelve (12) months, the operator involved will be subject to a three (3) day suspension.
- 5) For the fifth miss-out/call-in within twelve (12) months, the operator involved will be subject to termination.

If an employee completes a three-month period without incurring any miss-outs or call-ins, then the **oldest most-recent** miss-out/**call-in** or calling shall be removed from the employee's record and may not be considered for disciplinary purposes.

****Only this language will be utilized in the discipline of individuals for miss-outs and call-ins separately.**

SECTION 2. Split run operators who miss-out on their assigned first reports will lose their run for that day, but may be assigned other work at the COMPANY's option. Split run operators who miss-out on their assigned second report will lose that day's second portion of the run but may be assigned other work at the COMPANY's option. Straight run operators who miss-out, lose their run for that day, but may be assigned other work at the COMPANY's option. Extra board operators who miss-out, lose their assignment for that day, go to the bottom of the list, and may be assigned work at the COMPANY's option. The bi-weekly guarantee shall be reduced by the lost assignment.

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SECTION 3. In determining discipline with respect to any miss-out/**call-in**, only those miss-outs/call-in occurring within the previous twelve (12) months may be considered.

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ARTICLE 39: WAGE SCALE AND CLASSIFICATIONS

SECTION 1. Employees in training to be operators shall be paid at the discretion of the Company. The regular straight time hourly rate of pay for full time motor coach operators and part time motor coach operators shall be as follows:

- a. Effective upon ratification employees will receive a 4% rate increase in 2026 and 3% in 2027 with a new rate in 2028. The 4% increase in 2026 will be retroactive to January 1, 2026, provided the CBA is ratified by June 20, 2026.**

Upon Ratification				
ARTICLE 39: WAGE SCALE AND CLASSIFICATION				
CDL OPERATOR Grandfathered as of 3/1/26	Current	1/1/2026	1/1/2027	1/1/2028
1st 12 Months	\$17.18	\$17.87	\$18.40	\$23.34
2nd 12 Months	\$18.33	\$19.06	\$19.64	\$24.40
3rd 12 Months	\$20.61	\$21.43	\$22.08	\$25.46
Thereafter	\$23.00	\$23.92	\$24.64	\$27.58
ARTICLE 39: WAGE SCALE AND CLASSIFICATION				
CDL OPERATOR FIXED ROUTE	Current	1/1/2026	1/1/2027	1/1/2028
1st 12 Months	\$17.18	\$17.87	\$18.40	\$23.34
2nd 12 Months	\$18.33	\$19.06	\$19.64	\$24.40
3rd 12 Months	\$20.61	\$21.43	\$22.08	\$25.46
Thereafter	\$23.00	\$23.92	\$24.64	\$27.58
NON-CDL OPERATOR PARAMICRO-TRANSIT	Current	1/1/2026	1/1/2027	1/1/2028
1st 12 Months	\$17.18	\$17.87	\$18.40	\$19.10
2nd 12 Months			\$19.64	\$20.16
3rd 12 Months				\$21.22
Thereafter				

The Company reserves the right to alter, change, modify, delete or add any and all proposals until a tentative agreement has been reached, tentative agreements are subject to a full tentative agreement and may be modified or altered through the course of bargaining.

- b. Effective upon the implementation and execution of the amendment proposed to the city of Jackson and JTRAN.

Employees will receive a \$500.00 bonus within 2 pay periods of the implementation of the amendment

Employees will move on to the new chart on a go forward basis.

Upon Execution of Client Funding Contract Amendment				
ARTICLE 39: WAGE SCALE AND CLASSIFICATION				
CDL OPERATOR Grandfathered as of 3/1/26	Current	Client funding 2026	Client funding 2027	1/1/2028
1st 12 Months	\$17.18	\$22.00	\$22.66	\$23.34
2nd 12 Months	\$18.33	\$23.00	\$23.69	\$24.40
3rd 12 Months	\$20.61	\$24.00	\$24.72	\$25.46
Thereafter	\$23.00	\$26.00	\$26.78	\$27.58
ARTICLE 39: WAGE SCALE AND CLASSIFICATION				
CDL OPERATOR FIXED ROUTE	Current	Client funding 2026	Client funding 2027	1/1/2028
1st 12 Months	\$17.18	\$22.00	\$22.66	\$23.34
2nd 12 Months	\$18.33	\$23.00	\$23.69	\$24.40
3rd 12 Months	\$20.61	\$24.00	\$24.72	\$25.46
Thereafter	\$23.00	\$26.00	26.78	\$27.58
NON-CDL OPERATOR PARA/MICRO-TRANSIT	Current	Client funding 2026	Client funding 2027	1/1/2028
1st 12 Months	\$17.18	\$18.00	\$18.54	\$19.10
2nd 12 Months			\$19.57	\$20.16
3rd 12 Months				\$21.22
Thereafter				

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ARTICLE 42: DEFINITIONS OF CLASSIFICATIONS & RATES

A-Tech

Must be able to diagnose, troubleshoot and repair the most difficult of all vehicle and equipment in service. The A-Tech must be able to teach B and C Techs, as time permits, more complex repair techniques. The A-Tech must demonstrate superior customer service skills and mentoring capabilities. The A-Tech must possess a CDL license with air brakes and a passenger endorsement, a 609 and 608 air conditioning certifications and at least three H or T series ASE certifications.

B-Tech

Must be able to diagnose, troubleshoot and repair all vehicles and equipment in service with minimal supervision. The B-Tech must be able to teach C-Techs as time permits some repair techniques that are not routine in nature. The B-Tech must demonstrate superior customer service skills and mentoring capabilities. The B-Tech must be able to work with minimal supervision. The B-Tech must possess a CDL license ,with air brakes and a passenger endorsement, a 609 air conditioning certifications and at least two H or T series ASE certifications.

All current mechanics will enter the new contract at the **B-C-Tech** level, and be reviewed by the ~~new~~ maintenance manager and **NMD-Director of Maintenance** over the first 120 **days** for consideration of moving to the **B or A-Tech** level.

C-Tech

Must be able to diagnose and repair some of the vehicles and equipment in service with supervision. The C-Tech must be willing to learn more difficult tasks from A-Techs and B-Techs. The C-Tech must possess a CDL license with air brakes and a passenger endorsement. The C-Tech will work under direct supervision. Must be able to perform basic shop and housekeeping duties. Must be able to pick up and deliver parts and materials, using a company supplied vehicle.

~~Existing staff as of the signing of the contract will have 2 years to meet the language stated above or will be shifted to the classification as stated above.~~ Incoming mechanics may be brought in at a classification based on ~~managements~~ **management's** understanding of equivalent skill sets, but the mechanic shall meet the language stated above within ~~18~~ **six (6)** months. Each mechanic with an ASE certification will receive a \$200 per year annual bonus per ASE certification. **MV Transportation** will pay all training and tests.

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- a. **Effective upon ratification employees will receive a 4% rate increase in 2026 and 3% in 2027 with a new rate in 2028. The 4% increase in 2026 will be retroactive to January 1, 2026, provided the CBA is ratified by June 20, 2026.**

ARTICLE 42 DEFINITIONS OF CLASSIFICATIONS & RATES				
Maintenance	Current	1/1/2026	1/1/2027	1/1/2028
A Tech * Based on meeting qualification	\$31.69	\$32.96	\$33.95	\$40.72
B Tech * Based on meeting qualification	\$29.50	\$30.68	\$31.60	\$32.36
C Tech * Based on meeting qualification	\$27.32	\$28.41	\$29.27	\$29.97

- b. **Effective upon the implementation and execution of the amendment proposed to the city of Jackson and JTRAN.**

Employees will receive a \$500.00 bonus within 2 pay periods of the implementation of the amendment

Employees will move on to the new chart on a go forward basis.

ARTICLE 42 DEFINITIONS OF CLASSIFICATIONS & RATES				
Maintenance	Current	Client funding 2026	Client funding 2027	1/1/2028
A Tech * Based on meeting qualification	\$31.69	\$38.38	\$39.53	\$40.72
B Tech * Based on meeting qualification	\$29.50	\$30.68	\$31.60	\$32.36
C Tech * Based on meeting qualification	\$27.32	\$28.41	\$29.27	\$29.97

SECTION 4. UTILITY & SERVICE PERSON

A utility and service employee is a maintenance employee who can satisfactorily perform any type of servicing of vehicles, equipment and units thereof as may be assigned by the COMPANY in a reasonable length of time in a workmanlike manner, and who may also be used in servicing of buildings and grounds and any other type of common labor.

- a. **Effective upon ratification employees will receive a 4% rate increase in 2026 and 3% in 2027 with a new rate in 2028. The 4% increase in 2026 will be retroactive to January 1, 2026, provided the CBA is ratified by June 20, 2026.**

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UTILITY	Current	1/1/2026	1/1/2027	1/1/2028
Starting Yr 1 & 2	\$16.47	\$17.13	\$17.64	\$18.35
Yr 3	\$18.36	\$19.09	\$19.67	\$20.45
Yr 4 On	\$20.26	\$21.07	\$21.70	\$22.57

- b. Effective upon the implementation and execution of the amendment proposed to the city of Jackson and JTRAN.**

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UTILITY	Current	Client funding 2026	Client funding 2027	1/1/2028
Starting Yr 1 & 2	\$16.47	\$17.13	\$17.64	\$18.35
Yr 3	\$18.36	\$19.09	\$19.67	\$20.45
Yr 4 On	\$20.26	\$21.07	\$21.70	\$22.57

SECTION 5. TIRE PERSON

~~A tire person is a maintenance employee who can satisfactorily perform all types of tire repair and service including but not limited to changing, mounting, grooving, dismounting, mating, etc., as may be assigned by the COMPANY. Such employee shall also be capable of performing any type of service to vehicles, equipment and units thereof as may be assigned by the COMPANY, but not limited to hostling, fueling, oiling, and cleaning, and any other type of common labor. This position is currently not being utilized, at a time in the future if it is utilized a negotiation on the rates associated will take place.~~

SECTION 6. CLEANER/CUSTODIAN

An employee engaged in the cleaning of buses and other vehicles owned and/or operated by the COMPANY (interior and exterior), offices, locker rooms, toilets, garage floors, and buildings and grounds. May also be engaged in general upkeep of buildings and grounds, and any other duties of a similar nature. Must be able to complete duties in a workmanlike manner in a reasonable length of time.

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- a. **Effective upon ratification employees will receive a 4% rate increase in 2026 and 3% in 2027 with a new rate in 2028. The 4% increase in 2026 will be retroactive to January 1, 2026, provided the CBA is ratified by June 20, 2026.**

CUSTODIAN	Current	1/1/2026	1/1/2027	1/1/2028
Starting Yr 1	\$13.79	\$14.34	\$14.77	\$15.36
Thereafter	\$16.13	\$16.78	\$17.28	\$17.97

- b. **Effective upon the implementation and execution of the amendment proposed to the city of Jackson and JTRAN.**

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CUSTODIAN	Current	Client funding 2026	Client funding 2027	1/1/2028
Starting Yr 1	\$13.79	\$14.48	\$14.91	\$15.36
Thereafter	\$16.13	\$16.94	\$17.44	\$17.97

- The union local will be open to discussions of increasing wages between tiers, as long as the increase does not surpass the next tier.

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ARTICLE 52: PROVISIONS RELATING TO DISPATCHERS, CUSTOMER SERVICE AND PARTS CLERK

SECTION 1. Dispatchers, Customer Service and Parts Clerk shall be entitled to all rights and subject to all liabilities under Articles 1-9, Articles ~~12~~11-15, ~~Articles 17-19~~, ~~Article 20-25~~, ~~Article 27~~, ~~Article 17-27~~, **Article 36**, Article 51, Article 53-57.

SECTION 2: The regular straight time hourly rate of pay of employees covered by this Agreement shall be as follows:

- a. Effective upon ratification employees will receive a 4% rate increase in 2026 and 3% in 2027 with a new rate in 2028. The 4% increase in 2026 will be retroactive to January 1, 2026, provided the CBA is ratified by June 20, 2026.**

ARTICLE 52: PROVISIONS RELATING TO DISPATCHERS, CUSTOMER SERVICE AND PARTS CLERK				
	Current	1/1/2026	1/1/2027	1/1/2028
DISPATCH	\$17.10	\$17.78	\$18.32	\$19.05
	Current	1/1/2026	1/1/2027	1/1/2028
CSR	\$16.56	\$17.22	\$17.74	\$19.05

- b. Effective upon the implementation and execution of the amendment proposed to the city of Jackson and JTRAN.**

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ARTICLE 52: PROVISIONS RELATING TO DISPATCHERS, CUSTOMER SERVICE AND PARTS CLERK				
DISPATCH	Current	Client funding 2026	Client funding 2027	1/1/2028
	\$17.10	\$17.96	\$18.50	\$19.05
CSR	Current	Client funding 2026	Client funding 2027	1/1/2028
	\$16.56	\$17.96	\$18.50	\$19.05
PARTS CLERK	Current	Client funding 2026	Client funding 2027	1/1/2028
	Starting Yr 1 & 2	\$17.59	\$19.02	\$19.59
	Yr 3	\$19.29	\$20.25	\$20.86

~~WAGES TO BE DETERMINED SEPARATELY~~

~~SECTION 3: Customer Service Representative assigned Scheduling duties will receive an additional one dollar (\$1.00) per hour for any work performed while scheduling.~~

~~SECTION 4: Customer Service Representative assigned verification duties will receive an additional one dollar (\$0.50) per hour for any work performed while verifying schedules.~~

SECTION 5: Customer Service Representative, Dispatchers and parts clerks selected by the Company as instructors to train new employees will be paid an additional one dollar (\$1.00) per hour for all time spent in training of new employees.

SECTION 6: Employees in these classifications shall be paid at the rate of the one and one-half (1 1/2) times their regular straight time hourly rate of pay for all time worked in excess of forty (40) hours in a week.

~~SECTION 7: Employees in these classifications shall be paid at the rate of the one and one half (1 1/2) times their regular straight time hourly rate of pay for all time worked in excess of forty (40) hours in a week.~~

SECTION 8: Overtime shall be offered on a seniority basis.

SECTION 9: The past practice of mutually agreed rotating shifts on Saturday will continue for Customer Service Reps and Dispatch.

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SECTION 10: Bidding of work and vacation will be based on seniority, and the timetable as provided for operators. An updated seniority list shall be posted when changes occur.

SECTION 11: In the event two (2) or more employees start on the same day, seniority will be in the order in which they were interviewed.

New Section:

SECTION ##. The Company may hire and utilize no more than two (2) part time employees in each classification, Dispatchers, Customer Service and Parts Clerk. Part time Dispatchers, Customer Service and Parts Clerk employees shall work no more than thirty (30) hours per week. Part-time Dispatcher, Customer Service and Parts Clerk employees interested in becoming full time employees will be evaluated equally for vacant positions in positions for which they qualify in part-time seniority order within thirty (30) days and before any outside candidates are hired. When promoted to full-time, part-time Dispatchers, Customer Service and Parts Clerk employees shall receive credit for their length of service in the new wage progression. Part time Dispatchers, Customer Service and Parts Clerk employees will not be covered by the fringe benefits in this Agreement except they will be eligible for the following: free transportation, accident reports, physical examination, jury duty and court attendance.

Part-time maintenance employees shall be assigned at the discretion of the Company. No full-time maintenance employee will be laid off as long as there are part-time maintenance employees on the payroll. Part time maintenance employees will be maintained on a separate seniority list(s). They will have no seniority on the full-time seniority lists. Part time maintenance employees will be laid off in inverse order of part time seniority and called back to work following the same procedures for full time employees described in Article 21 of this Agreement.

~~**Tammy Taylor's seniority will be updated to 2/17/14~~

~~**The most senior dispatcher's (as of this date) wages will be frozen until 1/1/24.~~

The Company reserves the right to alter, change, modify, delete or add any and all proposals until a tentative agreement has been reached, tentative agreements are subject to a full tentative agreement and may be modified or altered through the course of bargaining.