

SUMMIT COUNTY GOVERNMENT/ATU LOCAL 1751
NEGOTIATED COLLECTIVE BARGAINING AGREEMENT

January 1, 2020

AGREEMENT

Between

SUMMIT COUNTY GOVERNMENT

And

AMALGAMATED TRANSIT UNION

LOCAL 1751, AFL-CIO

This AGREEMENT is between SUMMIT COUNTY GOVERNMENT (hereinafter called the Employer and/or the County, and/or Management) and AMALGAMATED TRANSIT UNION, LOCAL 1751, AFL-CIO (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the Employer has recognized the Union as the exclusive collective bargaining representative.

ARTICLE I – SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and all interests represented thereby are governed by the provision of applicable state and federal laws. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said state and federal laws are paramount and shall prevail. Specifically, this Agreement is subject to the Colorado Labor Peace Act, in lieu of the federal National Labor Relations Act, and has been negotiated and executed pursuant to the provisions of such state law.

ARTICLE II – RECOGNITION AND BARGAINING UNIT

The Employer recognizes the Union as the exclusive collective bargaining representative for the Summit Stage Bus Operators. It is further agreed that supervisors, managers, and confidential employees and all other Summit County Government employees not expressly designated in such collective bargaining unit are specifically excluded.

ARTICLE III – UNION MEMBERSHIP AND DUES

- A. The Union is recognized as a voluntary association of its participating members. Accordingly, the choice of whether to join or not join the Union is one that each Bus Operator is free to make without coercion from anyone. Furthermore, this choice will have no effect on the operator's employment status or promotional opportunities with the County.
- B. The Employer agrees to deduct from the bi-weekly paycheck of each employee who has so authorized it the regular initiation fees, regular dues, and assessments uniformly required of members of the Union, or in lieu thereof, the service charge. The amounts so deducted shall be transmitted bi-weekly to the Union on behalf of the employees involved. The Union shall be responsible for providing Employer with standardized authorizations in an updated fashion for every employee who has agreed to such automatic deductions. Such authorization by each individual employee shall be on a standard form, in accordance with the requirements of the Colorado Labor Peace Act, and may be revoked by the employee upon request and the Union so notified.

ARTICLE IV - MANAGEMENT RIGHTS

- A. Except as expressly and specifically abridged, delegated, granted, or modified by other provisions of this Agreement, the Employer retains the right to manage its business and direct its working force. Without in any way limiting the foregoing, the right to manage its business and direct its working force includes:

The sole, exclusive, and unqualified right to:

1. Hire, train, and supervise its employees.
2. Select, promote, or transfer employees to supervisory or managerial positions or positions outside the bargaining unit.
3. Determine the qualifications of employees, including the right to determine job content, to establish production and performance standards, and to develop new or revised job descriptions and classifications, except as such rights are further qualified, defined, or limited by other provisions of this Agreement.
4. Schedule operations and determine the number and commencement of work shifts, including the number of employees and jobs to be assigned to each shift.
5. Extend, maintain, or curtail operations of its business.
6. Determine the amount and type of equipment to be used and the processes, techniques, methods, and means of operation, maintenance, and distribution.
7. Determine the control and use of Employer's property, material, machinery, or equipment, and introduce new and/or improved or different equipment and methods or change existing methods, facilities, or procedures.
8. Promote or transfer any employee within the bargaining unit; provided, however, that such right will be limited by the applicable seniority requirements.
9. Lay off, suspend, discipline, or discharge for just cause, any employee.
10. Establish reasonable company rules which will not conflict with the provisions of the Agreement. The Employer agrees that the application and enforcement of any of its rules shall be uniform and consistent with respect to all employees.

11. Employ new technologies including, but not limited to, video/camera systems, GPS, mobile data computer/terminals, and other current or future technologies designed for the support of Transit operations. Disciplinary actions using any technologies will be subject to policies developed by management with review by the Union, unless otherwise included herein.

The above rights of management are not all-inclusive, and not set forth for purposes of limitation, but instead indicate the type of matters or rights which belong to or are inherent to management.

The management rights enumerated herein are deemed to be inherent rights as owner and proprietor of the transit system at issue, and not subject to the Grievance Procedure set forth in this Agreement. Nonetheless, the Employer and the Union agree that any matter which is deemed to be subject to the Grievance Procedure under this Agreement shall not be excluded from said process merely because it relates to the application of any particular management rights.

- B. The parties to this Agreement have discussed the subcontracting of any element of work currently being performed by bargaining unit employees. In accordance with such discussion, the parties concur that the Employer has the right to subcontract to outside parties for any of its operations, processes, or services currently being performed by bargaining unit employees, subject to the following process and limitations:
 1. If the Employer deems it necessary to subcontract out any work contemplated by this section, the parties agree to make best efforts, in good faith, to minimize the effects of subcontracting on the job security of the employees, and will work in a collaborative fashion to that end.
 2. When, in the sole judgment of the Employer, subcontracting of any existing operations, processes, or services becomes necessary or desirable, the Employer will notify the Union. If the Union desires to discuss the effects on the job security of the employees, the parties will meet for that purpose.
 3. If any such work to be contracted out is set out for public bid, for the purposes of obtaining such services through a private provider, the employer shall incorporate, as a standard element of bidder qualifications and a relevant selection consideration in any such bidding process, the ability of the bidding party to provide employment opportunities at current rates of pay to any employees in the collective bargaining unit who are displaced or negatively impacted by such subcontracting of work.

4. If a subcontractor is selected that subcontractor will be required to meet with Union officials to discuss the existing Union Agreement and possible employment transitions for affected employees. The subcontractor's request for this meeting shall occur prior to any layoffs.
5. The Employer agrees to delay layoffs caused by the subcontracting until at least three (3) weeks subsequent to its notice to Union of its intention so that the parties have ample time to suggest methods of avoiding the layoffs or minimizing their adverse effects.
6. The parties hereto agree that such limitations on subcontracting of work shall not apply to any existing or historical subcontracting of work assignments outside of work currently being performed by bargaining unit employees, including, without limitation, the established pattern of subcontracting out the Keystone/Arapahoe Basin shuttle during ski seasons.
7. The Employer reserves the right to determine the number and location of the Employer's facilities. The Employer agrees that it will not exercise this right for the sole purpose of escaping or avoiding any of the provisions of this Agreement.

ARTICLE V – DEFINITIONS

- A. Regular Full-time Bus Operator– An employee who is regularly scheduled to work and guaranteed forty (40) hours per week for 12 months per year and who has been hired or promoted to the position of Regular Full-time Bus Operator. This definition also includes those Regular Full-time Bus Operators that have been assigned to the Extra Board or those Regular Full-time Bus Operators that have selected a biddable Extra Board shift.
- B. Regular Part-time Bus Operator- An employee who is regularly scheduled to work an average of between twenty (20) and thirty-seven (37) hours per week for 12 months per year. Part-time employees must be available to work 4 out of 7 days per work week. Approval of such positions and hiring decisions will be at the sole discretion of Management. Requests for this status must be made to the Transit Operations Manager, or in his absence the Transit Director. Current employees must submit any request for Part-Time status during an open period, as posted by the Operations Manager. Request to return to full time status will be as per policy set forth by Management. No more than 20% of the bus operator positions budgeted by the County in any given fiscal year can be part-time and/or seasonal at any time
- C. Seasonal Full-Time Bus Operator- An employee who is regularly scheduled to work an average of at least 38 hours per week for at least three months but less than twelve months per year.

- D. Seasonal Part-Time Bus Operator- An employee who is scheduled to work an average of twenty or more hours, but less than 37 hours per week for at least three months but less than twelve months per year. Seasonal Part-Time employees must be available to work 4 out of 7 days per work week.
- E. Regular run – A work assignment scheduled for the duration of the bid period, and which excludes open shift assignments which may total up to forty-two (42) hours per week.
- F. Temporary Bus Operator- An employee who works less than 20 hours per week indefinitely or any number of hours for less than 3 months. Requisite availability for work will be agreed upon by Employee and Employer on a case-by-case basis. Approval of such positions and hiring decisions will be at the sole discretion of Management. Current employees must submit any request for Temporary status to the Operations Manager.
- G. Extra Board-Open shifts assigned to Bus Operators and totaling up to forty-two (42) hours per week. Other than official time off requested and approved, operators must be available 5 out of 7 days per week. Their schedule is subject to change on a daily basis and these operators must check with Dispatch daily, to find out if their shift for the next day has changed. Extra Board operators must submit requests for certain days off on the standard PTO request form and such requests must be submitted 2 weeks in advance. Temporary Bus Operators and Regular Part-time Bus Operators receive their shifts through the Extra Board system unless otherwise determined by Management.

A detailed job description of the duties for all Bus Operators, subject to formal modification from time to time upon notice to the Union and an opportunity to collaborate regarding such changes, shall be available at all times in the Summit Stage/Transit Department and Human Resources Department.

- H. When circumstances demand additional operator resources at management discretion those individuals not covered by the CBA who are properly licensed and trained may be used as operators.
- I. Light Duty - The County has discretion to place Bus Operators on light duty assignments due to job-related injuries. These assignments may be in areas outside the Summit Stage and may include responsibilities not specifically referenced in the job description of a Summit Stage Bus Operator; Management will attempt to coordinate light duty assignments with the individual, however light duty assignments may not follow the operator's regular schedule. Appropriate consideration will be given to the specific light duty restrictions for each employee. Management will determine overall appropriateness of non-Summit Stage light duty assignments.

ARTICLE VI – UNION ACTIVITIES

- A. Visitation: Local representatives of the Union are anticipated to perform their work related duties on site, and thus are allowed to visit the work location for such purposes. Moreover, such local representatives may examine the work location of employees covered by this Agreement at a reasonable time for the purpose of investigating conditions on the job, provided they notify the Transit Director at least twenty four hours in advance that they will be on site for such purposes.

- B. Authorized representatives of the Union, who are not local representatives, may, after providing three (3) days written notice to the Transit Director, visit the work location of employees covered by this Agreement at a reasonable time for the purpose of investigating conditions on the job.

- C. All such local and non-local representatives shall confine their activities during said investigations to matters relating to this Agreement, and shall not act to disrupt operations of employers in the course of such investigations.

- D. Conduct of Union Business: Employer work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

- E. Identification of Union Representatives: The Union shall provide the Employer, in writing, with the names of the representatives who are authorized to administer grievances on behalf of the Union and those individuals serving as shop stewards.

- F. Union Bulletin Boards: The Employer shall provide one Union bulletin board at the Summit Stage Operations Base in Frisco and at any additional locations established during the term of this Agreement where drivers are required to report to work. Postings by the Union and its members shall be confined to such boards and shall be limited to the official business of the Union. Accordingly, the Union and the Employer concur that no such Bulletin Board shall be utilized as or presented as a public forum for communication in any manner, and shall work cooperatively to ensure that said boards are managed appropriately in accordance with such expectations. The Union shall make good faith efforts to advise its individual members of the limitations of the use of the Bulletin Boards in accordance with this provision, and ensure that all postings on said board by individual members meet the confines of the limited uses provided for herein.

- G. Union communications may be distributed to active union members through the use of mailboxes provided in the break room.

- H. Leave for Business Representative: The Transit Operations Manager or in the absence of the Manager, the Transit Director may approve leave without pay for any employee whom the Union has identified in writing as being the Business Representative or other Union official locally engaged in the business of the Union.
- I. Union Leave of Absence: Time off without pay to attend meetings requested by the employer may be granted to authorized representatives of the Union.
- J. Union Officials Leave of Absence: A minimum of seventy-two (72) hours advance written notice will be given by the Union. The Employer will grant no more than 4 union officials time off on the same date. No union official will have more than twenty (20) hours of Union Leave of Absence per calendar year unless requested by the Union and approved by both parties. When available, employees may utilize their vacation time during these absences.
- K. Union Business Relief: An employee relieved from work for Union business shall not be penalized, for the purposes of benefit accrual, more than the time lost at the straight time rate. Said limitation shall not apply to the calculation of time worked in any week for purposes of overtime calculations.
- L. Use of Vacation for Union Business: when available, employees may utilize unlimited vacation days for Union business. A minimum of seventy- two (72) hours advance written notice will be provided to appropriate supervisors.

ARTICLE VII – PROBATIONARY EMPLOYMENT

- A. All Bus Operators will be hired as probationary employees. The probationary period for all new hire employees and current employees that move into new positions shall last for a duration of six (6) months and shall commence on the date of hire. The Union may actively recruit new members during their probationary period after the new operator has been employed for ninety (90) days.
- B. Probationary periods may be extended on a day-for-day basis equivalent to actual workdays lost.
- C. An extension of an employee's probationary period may be offered to any employee in lieu of termination, subject to the acceptance of that employee, in the event the Employer determines such an extension may aid in retaining the employee.
- D. For the duration of the probationary period, continued employment is subject to managerial discretion and not subject to the policies and procedures for discipline and grievances set forth herein and in the adopted Summit County Human Resources Personnel Policies and Documents.

ARTICLE VIII – DISCIPLINE

- A. An employee may be suspended without pay, demoted, or dismissed for just cause. The employee shall be given a copy of the notice of disciplinary action, which includes a statement of the reasons for the action.
- B. All disciplinary actions shall be conducted in accordance within the adopted Summit County Human Resources Personnel Policies and Documents, including without limitation the corrective action and progressive discipline procedure as set forth therein. Disciplinary matters shall proceed in consideration of the general rules of conduct set forth in the adopted Summit County Human Resources Personnel Policies and Documents and the specific rules of conduct as set forth in the Summit Stage Driver Manual.
- C. Any disciplinary actions which are to become part of an employee's personnel file must be properly issued within fourteen (14) calendar days of the date the Employer gains knowledge of the occurrence which is the subject of such discipline. Management and the designated Union representative may mutually agree to extend this review time frame in good faith if more time is required to thoroughly complete an investigation. The employee will receive a copy of all such documents, and a copy shall also be made available to the local union representative by deposit at a designated receptacle on site.
- D. Before issuing disciplinary action, the Employer shall conduct an investigation and interview the affected employee.
- E. All disciplinary actions shall be presented to the Employee and the Employee shall be given the opportunity to read, sign, and acknowledge the disciplinary action. If the employee declines to sign the document, the Employer's witness may so designate such refusal in writing upon the document.
- F. Employees or the Employer may request the presence of a shop steward or other Union representative at disciplinary meetings.
- G. Neither signature nor designated refusal of acknowledgement shall constitute a waiver of any rights to which the employee is entitled, under this agreement or through any other proper lawful process.

ARTICLE IX – SENIORITY

For the purposes of application to all employees covered under the Collective Bargaining Unit represented herein, seniority is the length of continuous employment of an employee with the Employer commencing on the employee's last date of hire. Seniority as provided for herein is for the purposes of relative

ranking amongst employees covered under this Agreement. The Employer will determine seniority ranking as follows:

- A. All employees shall be given a seniority ranking by the Employer.
- B. The seniority ranking for Bus Operators is based on the date of hire or transfer into the position of Bus Operator. If more than one employee is hired on the same date, a lottery will be conducted by the Transit Operations Manager or in the absence of the manager, the Transit Director to determine seniority for those individuals.
- C. ATU and Stage management agree that for purposes of bidding and other seniority rights, these will accrue at the same rate for PT and FT drivers.
- D. An Employee who returns to service in the same position within thirty (30) days of separation may re-claim the former seniority ranking. Upon any separation from service of thirty (30) days or greater, except those due to authorized leaves of absence or lay off, the employee shall lose all claim to the seniority ranking held prior to such separation.
- E. With exception for unpaid personal leave as provided for in Subsection F below, seniority ranking will be properly adjusted for time spent away from work on authorized leaves of absence exceeding thirty (30) days with the exception of FMLA approved leaves and Workers' Compensation leaves.
- F. Bus Operators may request an Unpaid Personal Leave for up to the entire duration of the Summit Stage summer schedule. Such a leave may exceed the County policy limiting Personal Leaves to no more than six (6) months. Approval of such a leave request is at the full discretion of Summit Stage management and may be approved in an effort to reduce the number of layoffs that may be required during a winter to summer schedule transition. Bus Operators should be advised that they are not guaranteed a position reinstatement and are subject to all other adopted Summit County Human Resources Personnel Policies and Documents and benefit impacts for Unpaid Personal Leaves. Seniority will not accrue for the duration of the Unpaid Personal Leave.
- G. Subject to the specific provisions on layoff and recall set forth herein, seniority for purposes of ranking shall not be affected due to lay off.
- H. Employees who are promoted to a position not included in the bargaining unit shall have their seniority frozen and will lose said seniority at the conclusion of six months from the date of promotion. If any such employee chooses for a second time, after such initial period of promotion and return, to accept a promotion into a non-bargaining unit position, they will forfeit all seniority rights at the date of such promotion.

- I. An employee shall lose all seniority rights under any of the following circumstances:
 1. Voluntary resignation (subject to section D. of this article);
 2. Proper termination of employment;
 3. Absence without notification to the Employer for a period of greater than three (3) days;
 4. A break in service, due to lay off, exceeding one year in duration;
 5. Failure to report at the termination of any proper leave of absence or vacation period, without an extension of such period approved by the Employer, unless satisfactory reasons are given (subject to section D. of this article); or
 6. Securing other employment during a leave of absence, unless authorized in advance by Employer.

ARTICLE X – LAY OFF AND RECALL

- A. All lay offs and recalls provided for herein are intended to be in accordance with all applicable laws and regulations, including, without limitation, the WARN Act and Federal Transit Authority regulations.
- B. In the event of a system-wide lay off, the Employer shall determine which positions are to be reduced, utilizing the principle of seniority as set forth herein to determine which employees under such reduced position categories are to be laid off.
- C. Following a lay off in accordance with the order of seniority, the Employer may offer laid off Regular Full-time Bus Operators the opportunity for reassignment to any available assignment including the Extra Board if available.
- D. The Employer shall give affected employees the maximum amount of notice practicable, and in no case less than thirty (30) calendar days notice, prior to the effective date of such designated lay offs.
- E. In the case of a lay off a break in service will be defined as one (1) year.
- F. Seniority for benefits and pay adjustment purposes shall not accrue during lay offs exceeding thirty (30) days.
- G. All recalls shall be implemented without consideration of part-time or full-time status as shifts become available. Except as otherwise provided for herein, refusal of any proper offer of recall shall be considered a voluntary resignation of the employee so refusing.

- H. Employees laid off in excess of thirty (30) days shall be required to satisfy all eligibility requirements of newly hired employees. County retirement accounts will be handled based on their individual legal requirements in any rehire situation.
- I. Seniority ranking for purposes of shift selection and job bidding shall remain unchanged for anyone recalled within one year of lay off.
- J. The Employer shall recall employees in the reverse order of lay off. The Employer may offer laid off Regular Full-time Bus Operators the opportunity for reassignment to any available assignment including the Extra Board if available. Any employee who will not accept such reassignment shall be deemed to have waived their seniority ranking for all recall and job bid purposes, and shall not be entitled to continued priority in that regard.
- K. Notice of recall shall be sent to the laid off employees at their last known address by registered or certified mail. Laid off employees must notify the Transit Operations Manager or in the absence of, the Transit Director within ten (10) calendar days of the notice being mailed of their intent to return to work. It is the employee's responsibility to keep the Employer informed of his or her current address.

**ARTICLE XI – SCHEDULING, WORK ASSIGNMENT BIDDING, AND
SPECIAL/EXTRATERRITORIAL ROUTES**

- A. The Employer shall develop work assignments and conduct the bid, which is a period of time during which all regular runs and biddable Extra Board assignments are declared vacant and Full-time Bus Operators are permitted to select such runs by order of seniority.
- B. Regularly scheduled work assignments may include up to 42 hours per week. Overtime that is built into work assignments is not subject to overtime procedures detailed in Article XIII of the CBA. For the limited purposes of delineating such regularly scheduled work assignments, any such assignments proposed to include more than 42 hours must be approved by the ATU president in writing, and approved by County management as well.
- C. Summit Stage management will collaborate with driver representatives at least 60 days prior to the commencement of any new schedule to get feedback.
- D. Summit Stage management will determine the work assignments and shall provide notice of available work assignments with shift descriptions at least ten (10) calendar days prior to the commencement of the bid.

- E. The Employer shall schedule the bid so that it is completed at least ten (10) calendar days prior to the commencement of public service.
- F. Bus Operators shall choose work assignments in order of seniority ranking from a chart provided by the Employer.
- G. Each Bus Operator shall have fifteen (15) minutes to select a work assignment, at management discretion the bid period may be extended beyond 15 minutes based on operational necessity. A Bus Operator who fails to select a work assignment within the allowed time shall forfeit their turn temporarily. At any time after their scheduled time and prior to closing the bid, such operator may make a selection immediately after any driver in the process of making a selection completes their turn.
- H. Any Bus Operator who is at work at his or her appointed bid time or otherwise unavailable for good cause shall provide a written proxy bid, or otherwise communicate a proxy bid to the designated Dispatcher, or in the absence of designated Dispatcher, Transit Operations Manager, or in the absence of the Manager, the Transit Director, during the appropriate bidding period.
- I. Any Bus Operator who chooses not to select or accept a properly designated work assignment shall be deemed to have voluntarily resigned from his/her position.
- J. Any shifts not bid shall be assigned by the Employer.
- K. The Employer may revise work assignments as needed. If the total time of a bid work assignment changes by more than four (4) hours in a week or by more than two (2) hours in a day, other than the work assignment of the Bus Operator lowest in seniority, then the following procedure shall apply to the continued scheduling of such shift:
 - 1. The most senior affected employee ("SAE") shall have the option, but not the obligation, to request in writing that the Employer schedule a re-bid within twenty-one (21) calendar days of the date of change. Only the SAE and those employees junior to the SAE shall participate in and be affected by such a bid.
 - 2. If the SAE declines to proceed with such a bid, then the option to request such a re-bid shall be provided to the next most senior affected employee. This process shall become available to all affected employees in this manner in accordance with the order of their relative seniority.

- L. If a bid work assignment becomes available due to a change of status which is expected to last sixty days or longer, or extending to the end of the current bid period then the Employer will schedule a bid for all Bus Operators lower in seniority for the affected work assignments within twenty-one (21) calendar days of the date of determining that the change of status meets the above criteria.
- M. Dispatch Supervisors shall not, on any given day, remove a Bus Operator from his/her regularly bid work assignment for the purpose of reassignment to other duties, unless a legitimate operational need is articulated and presented to that driver. Dispatch Supervisors will work to find an alternate operator and return the displaced operator to their regularly bid work assignment as soon as possible.
- N. Extra Board scheduling and procedural items are available in the Extra Board procedures document posted in the "Vac" book and provided to all Bus Operators upon hiring.
- O. Special/Extraterritorial Routes and related Assignments and Shifts
 - 1. An extraterritorial route is defined as one which begins service outside of Summit County.
 - 2. Management reserves full discretion, under the management rights provisions in Article IV of this agreement, and generally, to expand the service area of the Summit Stage beyond the currently designated areas, and beyond the legal boundaries of Summit County, Colorado, in the exercise of its sole discretion.
 - 3. Time spent driving an extra territorial route establishes a separate seniority specific to that route for purposes of bidding.

ARTICLE XII – VACATION SCHEDULING AND BIDDING

- A. The Employer shall determine the quantity of allowable vacation absences for each operational day during the term of the vacation bid, and in reflection of such determination, schedule vacation bids at least two (2) times per year. Relief drivers will be offered to Bus Operators whose bid time occurs while they are actively working for the Summit Stage.
- B. The quantity of allowable vacation absences will be proportional to the number of drivers working days vs number of drivers working nights as operation conditions and workforce availability allow.

- C. To qualify to participate in the vacation bid, employees must not be in probationary status.
- D. Employees shall choose vacation periods in order of seniority ranking in accordance with a seniority chart provided by the Employer.
- E. Employees shall make an initial selection in full working week (4-day or 5-day) increments of earned vacation time as well as a limited number of individual days no greater than the number of months in the bid period.
- F. Employees may only bid vacation hours that will have ordinarily been accrued as of the date of the vacation period, and Bus Operators assigned regular runs must bid vacation hours equal to the scheduled work hours for any day they bid to be on vacation.
- G. When requesting a day or days off Bus Operators will normally utilize the equivalent of a full shift in vacation hours per day off requested, however smaller increments shall be used to ensure that the total hours worked plus the vacation hours do not exceed 40 hours in the work period. Other than Article XIV, section B, vacation hours shall not be utilized in excess of the 40-hour guarantee.
- H. Any employee who is at work at his or her appointed bid time or otherwise unavailable for good cause shall provide a written proxy bid to the Transit Operations Manager, or in the absence of the Manager, the Transit Director during the appropriate bidding period. Relief drivers will be offered to Bus Operators whose bid time occurs while they are actively working for the Summit Stage.
- I. After the vacation bid is completed, any employee who declined to select a vacation period or has additional accrued vacation time not expended in the vacation bid process may select any unbid vacation days on a first-come, first-served basis limited to hours of vacation accrued at the time of selection and not otherwise committed to a bid vacation period.
- J. Advance "special vacation" requests beyond bid periods must be submitted in writing to the Operations Manager. The Operations Manager will consider the requests on a first-come first-serve basis. Final decision will be based on the operational needs of the Summit Stage. Requests are subject to:
 - 1. Must be made at least 30 days in advance of the bid period in which the dates occur.
 - 2. Must be no more than a year in advance.
 - 3. Must be for a minimum of one week and a maximum of four weeks.
 - 4. No more than one driver off at one time.
 - 5. Must be for special situations only.

6. Frequency of requests will be taken into consideration.
7. Management may require documentation to support the special vacation request.

ARTICLE XIII –OVERTIME

The Employer may require overtime work from all employees. Overtime for Bus Operators is paid at a rate of 1.5 times the regular rate of pay for each hour worked in excess of forty (40) hours per week (Sunday 12:01 a.m. through Saturday Midnight). Unfilled shifts will be posted to the Extra Board and will be filled using the following procedure:

- A. All open assignments will ordinarily be filled first by Extra Board Bus Operators. Assignments to Extra Board Bus Operators will be made on a rotational basis. The Dispatch Supervisor will ordinarily make assignments no later than twenty-four (24) hours prior to the scheduled start time of the shift. The Employer reserves the right to disqualify any employee who has already received shift work at an overtime rate for that week. The Employer also reserves the right to use other qualified staff to perform assignments in the case of operational necessity.
- B. Bus Operators may notify a Dispatch Supervisor of their interest in working an open shift no later than three days prior to the week being assigned. The Dispatch Supervisor will keep a list of interested operators on the overtime sign-up list in the "Vac" book. No later than twenty-four (24) hours prior to the scheduled start time of the posted shift, the Dispatch Supervisor will assign the shift to an eligible Bus Operator with the most seniority who has not already received an extra shift for that week, unless the shift has already been taken. After the shift has been assigned, but no later than twelve (12) hours prior to the start time of that shift, the Dispatcher Supervisor may reassign the shift to any other qualified Bus Operator if any part of the shift would be paid at an overtime rate.
- C. When work becomes available within twenty-four (24) hours, but not less than eight (8) hours of the established start time of a vacant shift, the Dispatch Supervisor will assign the work to an Extra Board Bus Operator or, if no such Extra Board Bus Operator is available, call the operators on the overtime sign-up list for that day (specific to day or night work) in seniority order. The work will be offered to the most senior Bus Operator not already scheduled for an extra shift that week.
- D. If a shift is, or becomes, vacant within eight (8) hours of the scheduled start time of the shift, the Dispatch Supervisor may assign the shift to any qualified staff member, subject to the provisions of Article XXI herein.

- E. When it is necessary to require overtime work the Employer will assign the work in reverse order of seniority.

ARTICLE XIV --BENEFITS

- A. The Union and the Employees represented thereby, as employees of the Summit County Government, shall continue to fully participate in and be entitled to all County-wide benefit programs, including, without limitation, the following:
 - 1. Welfare and Retirement Benefits, as set forth by the Summit County Human Resources Department and Summit County plan documents
 - 2. Paid Time Off, as set forth by the adopted Summit County Human Resources Personnel Policies and Documents and subject to the vacation scheduling procedures as set forth herein, except that sick leave, vacation leave, and holiday pay shall be prorated based on the basic work schedule of a set presumptive number of hours that is recorded within the employee's personnel record for Regular Part-time Bus Operators.
 - 3. Short Term Disability, as set forth in the Short Term Disability Guideline;
 - 4. Family and Medical Leave, as set forth in the Family and Medical Leave Guidelines;
 - 5. Leaves of Absence, as set forth in the adopted Summit County Human Resources Personnel Policies and Documents Medical insurance premiums for Regular Part-time Bus Operators will be the County's part-time premium rate.
 - 6. All other benefits contemplated by the adopted Summit County Human Resources Personnel Policies and Documents not specifically altered herein.

Employee eligibility and costs will continue to be defined based upon the Employer's and individual benefit program definitions, as well as the adopted Summit County Human Resources Personnel Policies and Documents.

- B. Bus Operators shall have the opportunity once a year to elect to be paid for accrued vacation time, not to exceed 80 hours while retaining a minimum of 40 hours of accrued time.

- C. As a condition of continued eligibility for such benefit programs, all other County-wide personnel rules and procedures, as well as all rules and procedures already established and specific to the Summit Stage, shall apply to all Employees subject to this Agreement, except as specifically changed or modified by the Collective Bargaining Agreement.
- D. The County retains the sole right to modify, alter, change or eliminate its benefits and rules. Nothing in the plans of the County or rules of the County are subject to the Arbitration provisions of the Agreement. The Summit Stage Union-represented employees will be subject to the same changes as all other Summit County Government employees.

ARTICLE XV – WAGES

- A. Effective January 1, 2020, Bus Operator's hourly rate of pay will be based on the County T45 wage scale, which as of January 1, 2020 has a starting rate of \$19.30 per hour. Bus Operators shall be subject to the same annual adjustments as all other County employee wage scales, as determined at Employer's sole discretion.
- B. The Employer and Union recognize that the Employer has sole discretion in determining all wage scales, compensation plans, or annual adjustments. The Union recognizes that the Employer is not required to discuss any such changes with the Union in advance of making such changes. The Employer shall administer any annual increases to employees covered under this collective bargaining agreement in the same fair and consistent manner as other County employees.
- C. A premium of \$1.50 per hour shall be paid to any driver assigned to assigned but not bid extra-territorial routes.
- D. All Bus Operators assigned for work shall be paid for all report time or, if a run is assigned, for actual clock time. Bus Operators shall be guaranteed two (2) hours paid time for reporting to work, this guarantee will only be paid if it represents hours in excess of the Regular Part-time Bus Operator's regularly scheduled work, or if the Regular Full-time Bus Operators actual work hours equal or exceed the 40-hour guarantee for that work period.

An attendance occurrence is defined as a failure to report to work at the proper time and place or the failure to telephone at least two hours before the scheduled report time. If a Bus Operator has an attendance occurrence and appears for work after his/her scheduled time, he/she loses his/her run for the day and may work an alternate assignment that day. The employee's weekly guarantee also shall be reduced by eight (8) hours or ten (10) hours, as applicable, and the employee shall be paid only for the actual time worked that day.

- F. If Summit County Government implements a Lump Sum bonus payment for the majority of County employees, the Summit Stage Bus Operators will receive an equivalent bonus payment at that time and in the same manner.

ARTICLE XVI - PERFORMANCE BONUS

- A. A \$300 bonus is available quarterly to all employees meeting the following standards:
 - 1. Perfect attendance, no absences or tardies except for FMLA, worker's compensation and emergency leave and vacations and sick leave requested and approved 48 hours in advance, and;
 - 2. The bonus will be prorated based on actual days at work during the quarter for those eligible operators taking FMLA, W/C or emergency leave.
 - 3. No preventable accidents and;
 - 4. No verified customer complaints and;
 - 5. No rule violations, including but not limited to disciplinary actions, warnings and uniform violations.
- B. This bonus payment will be considered supplemental wages and will be taxed appropriately.
- C. Employees may earn this bonus during each quarter in which they were active Bus Operators for the entire quarter.
- D. Bonus payments for Regular Part-time operators will be prorated in accordance with their basic work schedule as recorded in the employee's personnel record.

ARTICLE XVII – DAYS OFF

- A. Regular Full-time Bus Operators shall have specified days off each week as a function of the bid process. With the exception of Regular Full-time Operators who have elected Extra Board shifts, the Employer shall assign work to Extra Board Bus Operators to allow at least two days off out of every seven (Sunday through Saturday). On a weekly basis Extra Board Bus Operators shall be offered days off by management.
- B. Regular Part-time Bus Operators must be available to work 4 of 7 days each week. Regular Part-time and Extra Board Bus Operators may not have consistent regular days off. In the event of operational necessity, the Employer may require employees to work on days that are ordinarily days off.

- C. Use of paid leave, in lieu of hours worked, may not be used to create overtime. This includes the use of vacation, sick, jury duty, or emergency leave, or any other paid leave.
- D. Vacation leave, sick leave, holiday leave and any and all other paid days off shall be provided for and administered in accordance with the provisions of the adopted Summit County Human Resources Personnel Policies and Documents and the Summit Stage Driver Manual; provided, however, that any provisions expressly set forth herein shall supercede any contrary provisions in such County policies.
- E. Regular Part-time Bus Operators accrue vacation per article XIV. Paid vacation leave is subject to a vacation bid as listed in Article XII.
- F. Employees missing four (4) or more days in a row of regularly scheduled days of work due to illness or injury are required to provide a physician's note indicating that they are fit to return to work prior to returning to work.
- G. The Employer reserves the right to require an employee, who has an established pattern of excessive sick time usage, to undergo a physical examination in order to provide medical confirmation and documentation of the asserted rationale for such a pattern of absence.

ARTICLE XVIII – GRIEVANCE PROCEDURE

- A. A grievance is defined to be: A written claim by an employee through his or her Union representative asserting as follows:
 - 1. that the terms of this Agreement have been violated;
 - 2. that a dispute exists concerning the proper application or interpretation of this Agreement.

A grievance shall include the date submitted, the date of the matter in question, the name of the employee making the grievance, and a clear statement of the grievance. Where appropriate, a class action grievance may be submitted by the Union on behalf of a group of employees.

- B. The grievance procedure shall also be utilized for reviewing disciplinary actions with the exception of verbal warnings, suspensions without pay, and discharge when a dispute arises as to whether or not any employee has been disciplined for just cause.

C. As a precursor to the initiation of any formal grievance process, employees and their shop steward, or in their absence a Union Official shall first attempt to resolve such grievance through informal consultation with their direct supervisor, the Transit Operations Manager, or the Transit Director, where practicable.

D. In the event of any dispute regarding the interpretation or application of any of the terms of this Agreement which are subject to this grievance procedure, all matters shall continue unchanged and without interruptions and without any strikes, slowdowns, walkouts, picketing, or any cessation of work or lockouts. All such disputes shall be settled through the grievance and dispute resolution procedure provided in this Agreement.

E. Grievance procedure for disputes involving contract interpretations:

Step 1: If the Union representative believes the grievance has merit, it shall be presented, to the Transit Director or his/her designee in a face-to-face meeting within fourteen (14) calendar days of the occurrence of the alleged dispute. The decision of the Transit Director or his/her designee will be given in writing within twenty-one (21) calendar days after the face-to-face meeting.

Step 2: If the Union is dissatisfied with the Step 1 decision, the Union may, within seven (7) calendar days after the Step 1 decision, request in writing, with a copy of such request sent to the Transit Director, a meeting between it and the Director of Human Resources, or his/her designee. The meeting will take place on a mutually acceptable date not more than fourteen (14) calendar days after the Step 1 decision. The decision of the Director of Human Resources or his/her designee will be given in writing within twenty-one (21) calendar days following the meeting.

Step 3: If no satisfactory decision is received at Step 2, the Union shall give written notice to the Director of Human Resources and the Transit Director of intent to proceed to the Summit County Board of Appeals as provided for in the adopted Summit County Human Resources Personnel Policies and Documents. Such notice shall be given within seven (7) calendar days following receipt of the Step 2 decision.

F. Grievance procedure for disputes involving disciplinary action:

Step 1: If the Union representative believes the grievance has merit, it shall be reduced in writing and presented to the Transit Operations Manager within fourteen (14) calendar days after notice of the occurrence of the alleged dispute. The decision of the Transit Operations Manager will be given in writing within twenty-one (21) calendar days after receipt of the grievance.

Step 2: If the Union representative believes the grievance has merit, it shall be reduced in writing and presented to the Transit Director or his/her designee in a

face-to-face meeting within fourteen (14) calendar days after an unsatisfactory step 1 response. The decision of the Transit Director or his/her designee will be given in writing within twenty-one (21) calendar days after the face-to-face meeting.

Step 3: If the Union is dissatisfied with the Step 2 decision, the Union may, within seven (7) calendar days after the Step 2 decision, request in writing, with a copy of such request sent to the Transit Director, a meeting between it and the Director of Human Resources, or his/her designee. The meeting will take place on a mutually acceptable date not more than fourteen (14) business days after the Step 2 decision. The decision of the Director of Human Resources or his/her designee will be given in writing within twenty-one (21) calendar days following the meeting.

Step 4: If no satisfactory decision is received at Step 3, the Union shall give written notice to the Director of Human Resources and the Transit Director of intent to proceed to the Summit County Board of Appeals as provided for in the adopted Summit County Human Resources Personnel Policies and Documents. Such notice shall be given within seven (7) calendar days following receipt of the Step 3 decision.

- G. Any grievance not presented at Step 1 or carried to the subsequent steps within the applicable time limits shall be deemed abandoned. If the Employer does not take any action required of it in the grievance procedure in a timely fashion, the Union may proceed to the next higher step. Notice of intent to proceed to a higher level shall be in writing and must be filed within ten (10) calendar days from the date of inaction by the Employer.

ARTICLE XIX – ARBITRATION / ALTERNATIVE DISPUTE RESOLUTION

- A. Any grievance which the parties to the Agreement have been unable to settle pursuant to the Grievance Procedure, upon exhaustion of that procedure, whether initiated by an employee, the Union, or by the County, shall be subject to the following procedure prior to commencing any litigation based upon such grievance:
1. Should any party contest the final decision of any disputed matter subjected to the grievance procedure set forth above, that party must notify all other parties in writing of its intention to pursue arbitration within ten (10) days of the decision.
 2. Any such notice of intent to pursue arbitration shall expressly and specifically address the precise issues said parties intend to present for arbitration, including a mandatory citation to the provision or provisions in the Agreement that serve as the basis for said claim, and accompanying citations to the adopted

Summit County Human Resources Personnel Policies and Documents, if any, that are directly at issue.

3. The County Manager and the president of the local Union delegation shall meet in person within ten (10) days of such written notice of arbitration, in an effort to resolve the dispute on an amicable basis through good faith negotiation. In addition to efforts at amicable resolution, the parties shall further make an effort to address the actual permissible scope of the arbitration, in terms of the provisions of the Agreement and any other document that shall be considered.
4. In the event that any grievance, dispute, or controversy, including disciplinary action, still cannot be amicably adjusted in accordance with the provision of the grievance, it may be submitted to arbitration. Notwithstanding the foregoing, such allowance for arbitration shall be expressly limited to matters specifically articulated in the notice for arbitration, and agreed to in advance by the parties as arbitrable issues. Issues to be submitted for arbitration shall be delineated by the parties in writing, no less than seven (7) days prior to the arbitration panel request provided for herein.
5. Neither party hereto waives its rights to pursue all remedies, in state court or otherwise available, as to whether an issue is arbitrable under this Agreement, prior to any arbitration and outside of the scope of said arbitration.
6. A list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. Both parties shall meet and each shall strike a name in intermittent fashion, until one (1) arbitrator is finally selected. A toss of the coin shall determine which party strikes first.
7. The Union and the Employer both agree that the submission of a case to arbitration shall be based on the original written grievance, and shall contain the specific and particular nature of the grievance; act or acts grieved; date of occurrence; actual work performed; identity of employee or employees who claim to be aggrieved; provisions, if any, of this Agreement that the Employer has violated; and remedy sought. Such stipulated materials shall be submitted no later than twenty (20) days prior to the selection of said arbitrator.
8. Unless agreed upon in writing by both parties prior to the scheduling of the Arbitration, no more than one (1) grievance,

dispute, or controversy shall be submitted before the same Arbitrator at one (1) hearing.

9. Upon mutual consent of the parties, an important grievance, dispute, or controversy may be severed from the other matters so as not to be heard at the same arbitration session or by the same Arbitrator.
10. In light of the fact that this Agreement is effectuated solely in accordance with the Colorado Labor Peace Act, and is not under the auspice or jurisdiction of any Federal law, rule, or regulation, any disciplinary matter scheduled for arbitration on the basis of the application of the adopted Summit County Human Resources Personnel Policies and Documents, the Stage driver's Policy, or any other employment policies shall be decided in accordance with and subject to Colorado law only.
11. The Arbitrator shall settle or decide an issue or grievance submitted for arbitration within thirty (30) calendar days from the date on which the arbitration hearing closed.

All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties of interest and/or designated representatives. Unless otherwise agreed to in writing between both the parties in advance of the scheduling of the arbitration, all arbitration proceedings shall proceed in accordance with Colorado law regarding arbitration, including without limit all applicable rules of the Colorado Rules of Civil Procedure.

12. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement, to limit or impair any common law right of the Employer, or to establish or change any wage or rate of pay contrary to the terms of this Agreement. In case of non-disciplinary arbitration, the power and authority of the Arbitrator shall be to hear and decide each non-disciplinary dispute and shall be limited to determining the meaning and interpretation of the terms of this Agreement as herein set forth.
13. The decision of the arbitrator within these stated limits shall be in accordance with the laws of the state of Colorado. The decision of the arbitrator shall be based solely on the evidence and arguments presented to him by the parties in the presence of each other.
14. Any such arbitration decision so given, conducted in accordance with the procedure set forth in this article, shall be binding upon

all parties in interest with the right of appeal to any court of competent jurisdiction only on the grounds that the decision is arbitrary, capricious, an abuse of discretion or not supported by the findings of fact provided therein.

15. Any such arbitration decision so given shall only be subject to appeal within seven days of the receipt of such order by either party in interest. Appeal of the order shall be made to the Colorado District Court of Summit County, Colorado.
16. The parties agree that the power and jurisdiction of any arbitrator chosen hereunder shall be limited to deciding whether there has been a violation of a provision of this Agreement.
17. The expense of the impartial arbitrator shall be borne equally by the parties.
18. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Failure by the Employer to submit a reply within the specified time limits shall cause forfeiture of the grievance by the Company.

ARTICLE XX – NON-DISCRIMINATION

- A. The parties hereto mutually agree that neither the County nor the Union shall discriminate against any employee based upon the fact of an employee's union membership or activity, or based upon the employee's lack of such membership or activity, in any manner or by any means.
- B. Any claim of such discrimination is hereby expressly made subject to the grievance procedure set forth herein prior to the initiation of any legal action in such regard.
- C. No term or condition set forth in this agreement shall implicitly or expressly operate to cause any discrimination of any employee on the basis of race, gender, religion, mental or physical disability, age, sexual orientation, gender identity or expression or any other consideration protected under County policy, state, or federal law.

ARTICLE XXI – NO STRIKE / NO LOCKOUT

- A. During the term of this Agreement, the Employer will not lock-out any employee, and the Union will neither cause, direct, nor permit any

member, officer, or representative to engage in, participate in, or in any way assist in a strike, sympathy strike or slow-down. No officer or representative of the Union will authorize, approve, ratify, or condone any strike, sympathy strike or slow-down.

- B. The term slow-down as used in this Article, but not by way of limitation, is concerted action by a group of employees for the purpose of coercing the Employer into granting their demands by the willful cessation or reduction or other curtailment or restriction or interference with work in or about the Employer's premises or connected with the Employer's business.
- C. The Union agrees that there will be no negotiations by and between the Management and the Union relative to any grievance that has resulted in a work stoppage until the participants have returned to work.
- D. In the event any strike or slow-down shall occur during the term of this Agreement, the Employer shall forthwith notify all interested Union representatives of the existence, and the Union will not be deemed to have violated the terms of this Article if the following provisions are complied with:
 - 1. In good faith takes every reasonable means to terminate the strike or slow-down at once.
 - 2. Promptly and in good faith declares publicly through a written statement to be forwarded to the Employer that the strike or slow-down is unauthorized and that the employees whom it represents have been directed to cease such conduct; and further authorizes the Union to post such written statements on the Union bulletin boards.
 - 3. Refrain from in any way assisting, encouraging, or condoning such strike or slow-down and orders its officers and representatives to likewise refrain.

ARTICLE XXII – STAFFING OF DRIVING ASSIGNMENTS

The Employer shall ordinarily use Regular Full-time and Regular Full-time Extra Board, and Regular Part-time Bus Operators to perform work assignments. The Employer shall ordinarily use Regular Full-time Extra Board Bus Operators to cover open assignments. The Employer reserves the right to use other qualified staff to perform work assignments, and may assign any qualified staff member to drive any vehicle or deliver any service of the Employer on the basis of legitimate operational need, such as the unavailability of Regular Full-time, Regular Full-time Extra Board and Regular Part-time Bus Operators to provide such services.

ARTICLE XXIII – OPERATOR CONTACT INFORMATION

Employees shall provide Stage management with an effective means of communication, such as a valid phone number with answering service, a pager or e-mail address. This will allow Stage management to contact staff when system information or individual schedule changes need to be communicated. If no such communication is available those employees will not be compensated in any way for expenses they incur that may have been avoided if a reliable means of communication was available.

ARTICLE XXIV – REPORTING UNSAFE CONDITIONS IN THE WORKPLACE

- A. Employees shall report in writing all unsafe workplace conditions to the Operations Manager
- B. The Operations Manager will investigate the alleged unsafe condition. If in consultation with the Transit Director, it is determined that an unsafe condition does exist the Operations Manager will make recommendations to mitigate the safety concern.
- C. The Transit Operations Manager will determine the most appropriate way to mitigate the concern.
- D. The corrective measure will be communicated to all affected staff including the initiator of the complaint/concern.
- E. If no unsafe condition is found the Operations Manager will communicate those findings to the initiator of the complaint and the Transit Director.

ARTICLE XXV – TERMINATION

This Agreement shall remain in full force and effect from **January 1, 2020** through midnight of the final day of the first pay period subsequent to **June 30, 2022**; and it shall continue in effect thereafter unless and until either party shall give in writing at least 60 days prior notice of its desire to terminate this Agreement.

Upon receipt of such written notice from either party, the other shall have the right to propose additions to, elimination or modification of provisions of this Agreement, and the parties shall meet for discussion of such proposals.

ARTICLE XXV – GENERAL PROVISIONS

- A. Appropriation of Funds. Notwithstanding anything to the contrary contained herein, the payment of all direct and indirect County obligations hereunder, in fiscal years subsequent to the current year, are contingent

upon funds for this Agreement being duly appropriated and budgeted. If funds for this Agreement are not so appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement, the County may terminate this Agreement upon written notice to the Union. The County's fiscal year is currently the calendar year. This Agreement is intended to be in compliance with the provisions of Article 25 of Title 30 of the Colorado Revised Statutes, and with the Local Government Budget Law (C.R.S. 29-1-101 et. seq.).

- B. Governmental Immunity. The County does not intend to waive, by any provision of this Agreement, the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time.
- C. Non-Agency. Union agrees that neither it nor any employee, subcontractor, representative or agent of any kind, used to assist them in the process of fulfilling and/or administering this Agreement or any portion thereof, is an employee or agent of the County, either explicitly or implicitly. Union shall have no authorization, express or implied, to bind the County to any agreements, liability, or understanding, or to make any representations on behalf of the County, in any capacity. Union shall further refrain from the exercise of any supervision or oversight over any employee or official of the County acting in that capacity, notwithstanding any oversight such employee may agree to as a member of the union.
- D. Assignment. The terms of agreement provided for herein are considered to be personal in nature, and neither Union nor the County may assign, delegate, sublease, pledge, or otherwise transfer any rights, benefits, or obligations under this Agreement to any party without the prior written consent of the non-assigning party.
- E. Indemnity. The Union agrees to indemnify, defend and hold harmless, to the maximum extent allowed by law, the County, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever, directly or indirectly arising out of or related to any aspect of the Union's intentional or negligent acts, errors or omissions or that of its agents, officers, servants, sub-contractors, members and employees, whether contractual or otherwise.

In turn, the County agrees to indemnify, defend and hold harmless, to the maximum extent allowed by law, the Union, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever, directly or indirectly arising out of or related to any aspect of the County's intentional or negligent acts, errors or omissions or that of its

agents, officers, servants, sub-contractors, members and employees, whether contractual or otherwise.

- F. No Benefit to Inure to Third Parties. This agreement does not and shall not be deemed to confer upon or grant to any third party, including without limitation any employee of the County not expressly covered hereunder, any right to claim damages or to bring any lawsuit, action or other proceedings against either the County or the Union because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.

- G. Severability. All agreements and covenants contained herein are mutually considered to be severable in nature. Should any part hereof or any provision herein be rendered or declared invalid by reason of any decree of a court of competent jurisdiction, to the extent practicable given such decree, such invalidation of any particular portion shall not invalidate the remaining portions thereof. If practicable, the parties hereto agree to readdress such issues as have been invalidated in good faith within 60 days of such invalidation.

- H. Ability to Contract. The Union has represented to the County and, likewise, the County has represented to the Union, that it possesses the legal ability to enter into this Agreement. In the event that a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this Agreement, this Agreement shall be considered null and void as of the date of such Court determination.

- I. Entire Agreement. The Agreement expressed herein in writing constitutes the entire agreement between the parties and supersedes all previous versions, letters of understandings, memos of understanding, or amendments. No express or implied statement or previously written oral statements shall add to or supersede any of this Agreement's provisions. Any changes modifications or additions must be agreed upon in writing by both the Union and the Employer

DULY APPROVED AND EXECUTED BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES HEREIN ON THIS _____ DAY OF _____, 2020.

**Amalgamated Transit Union, Local
1751**

**Summit County Board of
County Commissioners**

By: _____

By: _____

Title: _____

Title: _____

