

**Memorandum of Understanding
Between IAM, District Lodge #160 and Intercity Transit
Concerning Oral Warnings and Grievances**

The Union and Intercity Transit mutually agree to the following changes to Article 11- Discharge and Discipline:

ARTICLE 11 - DISCHARGE AND DISCIPLINE

Section 11.1 No employee shall be discharged, suspended or otherwise disciplined without just and sufficient cause.

Section 11.2 Oral Warning. When an oral warning occurs a record of the warning will be made and a copy given to the employee. No record of the oral warning will be placed in the employee's personnel file and will not be considered for disciplinary action beyond one (1) year from date of the Oral warning.

Section 11.3 Written Warning. Written warnings may be given to the employee for infraction of the rules and regulations. The employee shall sign the written warning only to acknowledge receipt, not admit guilt, and state any objections to such warning in writing on the form provided. A copy of the written warning shall be placed within the employee's personnel file and will not be considered for disciplinary action beyond one (1) year from date of the warning, provided there is not additional disciplinary action within the year. If the employee is absent from work for a period greater than thirty (30) days, the one (1) year period shall be extended in proportion to the amount of time the employee remained absent from work.

Section 11.4 In all cases of discharge, demotion or other discipline, the employee involved shall be notified, in writing, of the action and the reason for such action. Whenever possible, such notification shall be in advance of the discharge, demotion or other disciplinary action.

An employee shall have the right to have a Union Steward present at formal disciplinary action.

Section 11.5 Should there be any dispute between the Employer and the Union concerning the existence of just and sufficient cause for discharge, suspension, demotion or discipline resulting in loss of compensation or benefits, such dispute shall be adjusted in accordance with Grievance and Arbitration provisions in this Agreement. Oral warnings may be appealed through the first (1) step of the Grievance Procedure only. Written warnings may be appealed through the first two (2) steps of the Grievance Procedure only. The findings of the General Manager decision-maker at each step (Step 1: Director, Step 2: General Manager) shall be attached to the written warning. If the parties fail to agree, the written warning will stand. The Union may attach a statement of their position to the written warning.

Section 11.6 In the event it is found that an employee has been discharged without just and sufficient cause, such employee shall be reinstated to the employee's former position. In no way shall the period of unjust discharge affect the employee's seniority rights or the employee's rights to the other benefits agreed to herein.

Section 11.7 No camera video or audio recording shall be used by any manager against any IAM member for the purpose of finding misconduct or issuing discipline (fishing or targeted surveillance), except when there is an initiating event such as a complaint, accident, incident, or the Employer is made aware of an infraction. If discipline is issued, management and the Union Business Representative, or designee, may jointly review and discuss the recording.

Signed this day 1st of May, 2014.

For the Union:

Bobby Joe Murray

For Intercity Transit:

A. S. Murray