

LOCAL 252
LONG ISLAND, NEW YORK



NICE BUS PARATRANSIT SECTION
OPERATED BY:
VEOLIA TRANSPORTATION
SERVICES, INC.

COLLECTIVE BARGAINING AGREEMENT

Between

VEOLIA TRANSPORTATION SERVICES,
INC.

and the

TRANSPORT WORKERS UNION OF
AMERICA , LOCAL 252, AFL-CIO

covering certain employees of Veolia NICE
paratransit operations.

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ATTACHMENTS:

EXHIBIT A- Authorization for Deduction of Dues Local 252 Transport Workers Union
 – Veolia Transportation

EXHIBIT B -Benefits

COLLECTIVE BARGAINING AGREEMENT

Between VEOLIA TRANSPORTATION SERVICES, INC. and the TRANSPORT WORKERS UNION OF AMERICA, LOCAL 252, AFL-CIO covering certain employees of Veolia NICE paratransit operations.

AGREEMENT made the __day of January 2012, by and between VEOLIA TRANSPORTATION SERVICES, INC. (hereinafter referred to as "Veolia", the "Company" or the Employer and TRANSPORT WORKERS UNION, LOCAL 252, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the Company and the Union mutually agree to a collective bargaining agreement covering certain employees of Veolia NICE paratransit operations; and

WHEREAS, the parties are entering into this Agreement in order to establish the hours, rates of pay, working conditions and other conditions of employment of certain employees of Veolia NICE paratransit operations.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

The Company recognizes the Union as the bargaining representative of employees in the titles of Paratransit Operator, Paratransit Mechanic and Paratransit Mechanic's Helper. Employees in these titles shall be subject to the terms and conditions of employment herein agreed upon and shall not be covered by any provisions in the Collective Bargaining Agreement covering fixed route service.

ARTICLE II

TERM

This Agreement shall be effective January 1, 2012 through April 15, 2017.

ARTICLE III

UNION SHOP/DUES

(a) Persons employed by MTA in LI Bus service on December 31, 2011 who were members of the Union at that time will be deemed members of the Union at the start of Veolia operations, and payroll deductions for their dues will be made in their first paychecks and thereafter in accordance with this agreement. Persons who were employed by the Company on December 31, 2011 who were not members of the Union at that time, and persons newly hired by Veolia shall become members of the Union as a condition of employment by January 14, 2012. Subsequent new hires shall become members of the Union within thirty (30) days after they start work. For the purpose of this Section, "member of the Union" shall mean each employee who

pays dues. If an employee fails or refuses to pay dues within thirty (30) days after they start work [or fails to pay dues any time thereafter], they shall be given notice of that and will be given fourteen days to pay their dues. If the employee does not pay dues, or execute a dues deduction authorization form within that additional fourteen day period, the Union will notify the Company and the employee in writing and the Company shall then promptly initiate discharge proceedings. Failure or refusal to pay dues will be deemed just cause for discharge.

(b) During the period of this Agreement, the Company will deduct weekly from the pay of employees the regular union dues payable by such employees, as from time to time certified by the Union. The amounts so deducted shall be paid by the Company to the Union within seven (7) days from the end of each pay period. The Union shall furnish the Company with authorization, signed by the employees, consenting to the deduction of the aforesaid dues from their wages. Such authorizations shall be in the form shown on Exhibit "A" attached hereto and made a part hereof.

(c) The Union shall, at all times during which the Company is making such deductions, maintain a procedure providing for the refund to any such employee demanding the return of any part of a union dues deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The

Union hereby certifies that it has established and there now exists such a procedure.

(d) The Union shall assume the defense of, and hold the Company harmless from and indemnify it against any loss, cost or expense resulting from any claim, by whomever made, arising out of the use of Union dues deductions transmitted to it by the Company in accordance with this Agreement, or out of a failure or refusal of the Union to make a refund of all or any part of any such deduction, or out of a failure of the Union to comply with the provisions of subsection (c) of this section.

(e) Disputes relating to union dues deductions or to their use shall not be arbitrable, nor shall they be subject to any grievance procedure provided for in any labor agreement between the Company and the Union, except those in which the Union claims that the Company has failed or refused to make such deductions and to transmit the same to the Union as herein provided or the Company claims that the Union has failed or refused to comply with the provisions of subsection (d) above.

ARTICLE IV

WAGES

a) Wages shall be as follows:

Classification	1/1/12
Puatransit Operator 1 st and 2 nd year	14.75
Paratransit 3 rd year	15.32
Paratransit 4 th year	15.80
Paratransit 5 th year	16.08
Mechanic	19.23
Mechanic's Helper	15.79

b. During the term of this agreement, the wages stated in this agreement shall be increased each April 1 as follows:

			2014		
	3.0%	3.0%	3.0%	3.5%	4.0%

ARTICLE V

HOURS OF WORK

At the discretion of the Employer, employees shall be designated on a weekly basis as follows:

- Full-time: Any employee in any title scheduled to work forty (40) hours in a work week.

- Part-time: Any employee in any title scheduled to work less than forty (40) hours in a work week.

Overtime for full-time employees shall be paid after forty (40) hours per week in accordance with the Fair Labor Standards Act.

Overtime payments for all employees, made in accordance with the Fair Labor Standards Act regulations, shall be paid with the wages earned in the same pay period.

The Company will permit an employee designated by the Union, to be released by Management from their regular duties, for up to two (2) hours per week, as necessary, for the purpose of conducting Union business.

ARTICLE VI VACATION

ALLOWANCE

Effective January 1, 2012, full-time employees shall accrue vacation allowance pursuant to the expanded vacation accrual schedules as follows:

Year of Employment

Vacation Day Accrual Rate

One vacation day for every 347 scheduled hours worked. Maximum of 6 days.

One vacation day for every 231 scheduled hours worked. Maximum of 9 days.

One vacation day for every 173 scheduled hours worked. Maximum of 12 days.

The number of accrued vacation days shall be credited to the employee's leave bank at the beginning of the calendar year following the year in which it was earned. Vacations must be used as follows:

- (a) The employee must use the accrued vacation allowance in the calendar year following the year in which it was accrued. Employees must request use of vacation day(s) at least thirty (30) days in advance. Responses to requests will be made no later than two (2) weeks prior to

the date requested.

(b) A full time employee shall be defined as an employee in any title scheduled to work forty (40) hours or more in a workweek. Pay for a vacation day for a full time employee shall be computed at the employee's regular hourly rate of pay times eight (8) hours.

(c) The Employer shall determine the number of employees that may be on vacation in any given week. Any conflicts regarding requests for a vacation for the same period of time will be resolved at the discretion of the Employer.

(d) Accrued vacation days must be used in the calendar year following accrual. Vacation days must be taken in full-day allowances.

(e) Accrued vacation days will be forfeited and will not be paid out to employees terminated as a result of a disciplinary hearing.

Part-time employees who are scheduled to work a minimum of thirty (30) hours in each of the posted picks per year will accrue paid vacation in accordance with the following schedule:

Year of Employment

Vacation Day Accrual Rate

Six (6) hours vacation for every 312 scheduled hours worked.

Maximum of thirty (30) hours.

Six (6) hours vacation for every 195 scheduled hours worked.

Maximum of forty-eight (48) hours.

The number of accrued vacation hours shall be credited to the employee's leave bank at the beginning of the calendar year following the year in which it was earned.

For the purpose of receiving a vacation allowance as specified above, a part-time employee shall be defined as an employee scheduled to work at least thirty (30) hours but less than forty (40) hours in a workweek. Vacation pay for a part time employee shall be computed at the employee's regular hourly rate of pay times scheduled hours for the day.

Upon qualifying for paid vacation, part-time employees will no longer be eligible to receive unpaid vacation days. However, part time employees shall receive five (5) unpaid vacation days after one (1) year of service.

The parties agree to continue the current practice of considering approved vacation, jury duty, and paid bereavement leave as scheduled hours worked for purposes of computing the vacation allowance. The parties further agree to include military duty, Family and Medical Leave Act leaves, mandatory court appearances, and approved leaves of absence subject to compliance with existing procedures, as they may be amended.

The parties shall continue the current practice of excluding absences from the vacation accrual calculation when an employee is directed by management not to appear for his or her regular scheduled assignment falling on a holiday.

An employee who elects to be off for the holiday in a pick shall have such absence included in his or her vacation accrual calculation.

ARTICLE VII

HOLIDAY DIFFERENTIAL PAY

A full-time employee required to work on any of the following holidays shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay earned by the employee for the holiday worked.

- | | |
|--------------------|-----------------|
| * New Year's Day | * Easter Sunday |
| * Independence Day | * Mother's Day |
| * Thanksgiving Day | * Memorial Day |
| * Christmas Day | * Labor Day |

Employees not required to work on holidays shall not receive holiday pay.

ARTICLE VIII

ATTENDANCE BONUS

Full-time employees shall receive an attendance bonus of three hundred dollars (\$300.00) per period (six (6) months) provided the employee has performed each scheduled assignment and has not incurred any absences. If a full time employee is absent for one (1) day during the period, he/she shall receive a bonus of one hundred and fifty dollars (\$150.00). Eligible full-time employees shall receive an attendance bonus bi-yearly (twice a year) in which they qualify. Bonuses shall be paid in the month immediately following the qualifying period.

Employees may select one (1) holiday off where they are otherwise required to avail themselves, without effect on their eligibility to receive the bi-yearly attendance bonus. The Company shall provide a listing of holidays from which employees can select the holiday. Employees will pick in seniority order. The Company will determine the number of employees who can be off on any one (1) holiday and the Company reserves the right to fill open work in reverse seniority order.

There shall be a bi-yearly (twice a year) attendance bonus for part time employees.

To qualify for a bi-yearly bonus, full-time employees must be scheduled to work at least twenty (20) hours per week for each week of the six (6) month period in order to be eligible to receive the bonus.

Full-time employees shall receive an attendance bonus of one hundred and fifty dollars (\$150.00) per period (6 months) provided the employee has performed each scheduled assignment and has not incurred any absences. If a full-time employee is absent for one (1) day during the period, he/she shall receive a bonus of seventy-five dollars (\$75.00).

Employees on approved vacation, jury duty, paid bereavement leave, Family Medical Leave, ordered military duty, and those employees directed in writing to appear in court, shall not be considered absent for attendance bonus purposes.

The parties shall continue the practice of including absences from an employee's extra work assignment and regular day off assignment as absences disqualifying an employee from receiving the attendance bonus.

The parties shall continue the practice of excluding absences from the attendance bonus calculations when an employee is directed by management not to appear for his or her regular scheduled assignment falling on a holiday.

An employee who elects to be off for the holiday in a pick shall be disqualified from the attendance bonus for the respective period.

ARTICLE IX

HEALTH BENEFITS/OTHER BENEFITS

(a) Veolia will offer to all of its full-time employees (and part-time employees who had health insurance with MTA LI Bus) the health plan it proposed on November 2, 2011 with increased amounts for the HCA portion of the plan as follows: an additional \$750.00 per year for family and employee and dependent coverage (\$2050.00 per year) and by \$375.00 per year for individuals (\$1025.00 per year). [The plan proposed on November 2, 2011 as enhanced as described in this paragraph will be referred to as "The Veolia Plan"). Alternatively, Veolia will provide a substitute plan if that is mutually agreed by the parties. Veolia will contribute 80% of the total cost of The Veolia Plan and employees will contribute 20% of the total cost of The Veolia Plan.

(b) Employees may opt out of The Veolia Plan. For employees who choose to opt out of The Veolia Plan, and instead wish to continue coverage under the NYSHIP plan as "vestees" (employees with 10 years of service), or as COBRA payees, Veolia will reimburse to those employees an amount equal to 80% of the amount that is the cost of The Veolia Plan for the costs to those employees for their payments to NYSHIP. The parties will arrange for the premiums to NYSHIP to be paid by deduction from employees' pay if allowed by law.

(c) The amount Veolia will pay to employees who opt out of The Veolia Plan under paragraph 2) above will be increased each year of the collective bargaining agreement by the same percentage as the cost of The Veolia Plan is increased each year of the agreement, so Veolia's payment will increase each year by the amount necessary to maintain a company reimbursement or payment equal to 80% of the cost of The Veolia Plan in a given year.

(d) Employees shall have a waiting period of ninety (90) days from the first day of the month following hiring before being eligible for full health benefit coverage and a waiting period of six(6) months before being eligible for dental benefits. These provisions are not applicable to former MTA LI Bus employees who begin work with the Company at the outset of its operations.

(e) Prescription Drug Coverage: Provided under The Veolia Plan

(f) Vision Care Benefits: See Exhibit B.

(g) Dental Care: See Exhibit B.

(h) Flu Vaccination Program:

The parties agree to continue to offer a yearly flu vaccine program which will provide no cost flu vaccines to employees.

(i) Flexible Spending Accounts: See Exhibit B.

ARTICLE X BEREAVEMENT

ALLOWANCE

In the event of a death in the immediate family of a full-time employee, he/she shall be excused for up to two (2) eight (8) hour shifts for each documented occurrence and shall be compensated at the employee's regular rate of pay. In the event of a death of a spouse or child of a full time employee, he /she shall be excused for up to three (3) consecutive shifts for each documented occurrence and shall be compensated at the employee's regular rate of pay times eight (8) hours.

In the event of a death in the immediate family of a part-time employee, he/she shall be excused for up to two (2) consecutive tours of duty immediately following the date of death, not including any previously approved leave, and shall be compensated at the employees regular hourly rate of pay. In the event of a death of a spouse or child of a part- time employee, he /she shall be excused for up to three (3) consecutive tours of duty immediately following the death, not including any previously approved leave, and shall be compensated at the employee's regular hourly rate of pay.

(a) The employee's immediate family shall be defined as: spouse, child, parent, step-child, step-parent, brother or sister, natural grandparent, parent-in-law and grandchild.

(b) Proof of death and proof of relationship is required before the employee will receive compensation.

ARTICLE XI

MILITARY LEAVE

Military leave shall be granted in accordance with applicable law.

ARTICLE XII

JURY DUTY

Employees required to perform jury duty shall be granted leave and paid in accordance with applicable law, as it may be amended. In accordance with New York State Judiciary Law §519, the Employer shall not withhold the first forty dollars (\$40.00) of an employee's daily wages during the first three (3) days of jury service. For each scheduled workday thereafter, an employee shall be excused without pay for each day served. Employees shall submit jury notices to the Employer promptly upon receipt.

ARTICLE XIII

LEAVES OF ABSENCE/SICK LEAVE

(a) Leaves of absence shall be granted in accordance with applicable law.

(b) Sick Leave:

Subject to the limitations hereinafter set forth, the Company will grant each employee who shall have been continuously in its employ for at least one (1) year, sick leave with pay on each of the scheduled working days on which he/she is unfit for work on account of illness (excluding on-the-job injury). Employees who worked for MTA's LI Bus operation and began employment with the Company at the outset of operations on January 1, 2012 will be deemed to have satisfied the one year of continuous service requirement.

Employees must be scheduled to work a minimum of thirty (30) hours in each of the posted picks during the calendar year to qualify to receive paid sick leave as specified below:

Year of Employment	Full Time <u>Days of Sick Leave</u>	Part Time <u>Hours of Sick Leave</u>
1 st	0	0
2 nd	2	12
5 th	5	24

Employees hired between the months of August through December of a calendar year shall receive a pro-rated sick leave accrual in their 2nd year of service as follows:

Full time employee shall receive one (1) sick day

Part-time employee shall receive six (6) hours of sick

Sick leave balances will be credited to each eligible employee's leave bank at the beginning of the calendar year.

For the purpose of receiving sick leave pay as specified above:

A full-time employee shall be defined as an employee in any title scheduled to work forty (40) hours in a workweek. Pay for a sick leave day for a full time employee shall be computed at the employee's regular hourly rate of pay times eight (8) hours. No sick leave will be allowed for absences less than a full working day.

A part-time employee shall be defined as an employee scheduled to work at least thirty (30) hours but less than forty (40) hours in a workweek. Pay for sick leave for a part time employee shall be computed at the employee's regular hourly rate of pay times the employee's scheduled work hours for the day they call in sick. Sick pay shall not exceed the available balance of sick leave hours in the employees leave bank. No sick leave will be allowed for absences less than a full working day for the employee.

To be entitled for sick leave for any day on which he/she is absent from work because of illness, an employee, except where it is impossible to do so, must at least one (1) hour before the commencement of his/her tour of duty for that day (two (2) hours on contractually specified holidays), cause notice of the illness and the place and telephone number where he/she can be found during such illness, to be given by telephone, messenger, or otherwise to his/her appropriate supervisor. Except where it is impossible to do so, failure to

cause such notice to be given shall deprive the employee of his/her right to be paid for such tour of duty and may result in disciplinary action.

The Company reserves the right to investigate any and all employees reporting sick.

An employee who is absent due to illness for whom a replacement is necessary, shall notify his/her appropriate supervisor of his/her intent to return to duty by twelve noon on the day preceding his return to duty, in order to be entitled to return to work.

All sick days/hours earned and unused up to a total of five (5)_days/twenty-four (24) hours in any contract year during the term of this Agreement will be paid in a lump sum in December of the year in which it was earned.

Should any employee voluntarily/involuntarily terminate his/her employment with the Company, retire or leave the bargaining unit, no accumulated sick pay can be used or paid out to the employee.

Paid sick leave shall not be considered work time for the purpose of computing overtime payments. All FLSA regulations shall apply.

ARTICLE XIV

PROBATION

New employees shall be on probation for six (6) months from the first day of employment during which they will be considered an employee at will. During probation the employee will be subject to the provisions of Article III. Employees who worked for MTA's LI Bus operation and began employment with the Company at the outset of operations on January 1,

2012 are not subject to probation.

ARTICLE XV

SENIORITY

Seniority shall, for the purposes of this Agreement, be defined as an employee's length of continuous service since his/her first date of hire, less any adjustments due to layoff, approved leave of absence without pay, or other breaks in service. Former MTA LI Bus Able-Ride paratransit operations employees who are hired by the Company at the outset of operations on January 1, 2012 shall retain the seniority and the relative seniority standing they accrued with MTA for all purposes.

Full-time paratransit positions shall be offered to part-time paratransit employees as positions become available. Seniority shall apply for purposes of selecting scheduled tours of duty as determined by the Employer.

Seniority does not apply and shall not be required to be used as a determining factor in assigning particular types of work to employees within a title, or in assigning employees to tasks involving particular equipment or places of work.

ARTICLE XVI

MANAGEMENT RIGHTS

Management reserves the right to: determine the standards of services to be offered; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job

classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE XVII

LAYOFF PROVISIONS

In the event of a layoff and resulting reassignment of work, the employee's date of seniority shall be used to determine the work schedule of those employees retained by the Employer. A full-time employee accepting a part-time position shall not be covered by the provisions of this Agreement regarding full-time employees. Recall after a layoff will be determined by qualifications as indicated by the employee's previous record as a paratransit employee and at the discretion of the Employer. Recall can be for both paratransit or limited assignment positions. An employee who does not accept a re-hire offer will have waived all rights to a position with the Employer.

ARTICLE XVIII

GRIEVANCE AND DISCIPLINARY PROCEDURE

a. Grievance Procedure.

(1) The term "grievance" or "complaint," as used in this Agreement means any dispute arising out of the interpretation or application of the provisions of, or attachments, to this Agreement.

(2) The Impartial Arbitrator shall have the authority to decide all grievances and complaints but he shall not have the authority to render any opinion or make any award, (i) which amends, modifies, or changes this Agreement or any of its terms; or (ii) limiting or

interfering in any way with the Company's managerial responsibility to run its transit facilities safely, efficiently, and economically.

{3) Any grievance or complaint which any employee may have, or any appeal from discipline, shall be presented by the employee and his Union Steward to the employee's Manager within fourteen (14) days after the grievance arose or after the employee knew of the action giving rise to the grievances (except as otherwise provided in subsection (c) of section 3 of this Article). In the event that the matter is not satisfactorily adjusted within seven (7) days after the presentation to his Manager, the case shall be referred, at the request of the employee's Union Steward, within an additional seven (7) days, in writing, to the Location's Chief Operating officer or his designee or designees. The Location's Chief Operating officer or his designee or designees shall, within seven (7) days, hold a hearing on the grievance, with due notice to the Union which shall be present at such hearing, and within seven (7) days after such hearing is closed, the Location's Chief Operating Officer or his designee or designees shall deliver to the Union in writing his decision on the disposition of the grievance.

(4) If the Union is not satisfied with the disposition of such grievance by the Location's Chief Operating officer or his designee or designees, made as provided above, or in the case where there is a dispute concerning the interpretation or application of the provisions of this collective bargaining agreement, then in any such case, at the written request of the party thereto desiring arbitration as herein provided, the matter shall be submitted for decision to the Impartial Arbitrator. If the requested arbitration arises from a grievance processed pursuant to the above, the request for arbitration shall be made within seven (7) days of the receipt by the Union of the written decision of the Location's Chief Operating Officer or his designee or designees. If the requested arbitration arises out of interpretation or application of the provisions

of this collective bargaining agreement, the request for such arbitration by the Company or by the Union, as the case may be, shall be made within seven (7) days after such dispute arises. The request for such arbitration shall be made to the Impartial Arbitrator with a copy of the request sent to the opposing side.

(5) The time limitations, as provided herein, shall in every case be exclusive of Saturdays, Sundays and holidays, and the Impartial Arbitrator shall be empowered to excuse a failure to comply with the time limitations for good cause shown.

(6) After both the Union and the Company have been given an opportunity to be heard and to submit such proof as may be desired, the decision in writing of the Impartial Arbitrator shall be binding and conclusive upon the Company, the Union, and the employee. In the event that the parties hereto cannot agree upon the time and place to be fixed for such hearing, said Impartial Arbitrator shall fix such time and place and give notice thereof in writing to the parties hereto at least forty-eight (48) hours prior to the time fixed for such hearing, and for sending of a letter by e-mail or the mailing of a letter containing such notice, shall be deemed to be giving such notice.

(7) In a case where the Impartial Arbitrator hears testimony or proof by any special service men or investigators whose identity the Company desires should not be known, the company should request that the witness testimony be confidential and provide an explanation in support of that request to the Impartial Arbitrator and the union. The Impartial Arbitrator may at his/her discretion treat such testimony as confidential and permit such testimony or proof to be given before the Impartial Arbitrator with no one else present, and any records, reports or actions of the Impartial Arbitrator with reference thereto shall refer to such witnesses by number only so that their identity shall not be known. Furthermore, if there is presented to the Impartial

Arbitrator for decision any matter involving theft or drunkenness of any employee, the only question to be determined by the Impartial Arbitrator in any case shall be with respect to the fact of such theft or drunkenness, as the case may be, and in the case the fact of theft or drunkenness is found by the Impartial Arbitrator, then the action by the Company, based thereon, shall be affirmed and sustained by the Impartial Arbitrator.

(8) An Impmtial Arbitrator will be selected from a panel determined by agreement between the Union and the Company. The Company and the Union shall each name three arbitrators who serve on a recognized panel (e.g. FMCS, AAA). The named arbitrators will be listed in numerical order and serve in rotation. The parties will agree on a maximum per diem fee and expense limit as a condition of naming an arbitrator to the panel.

b. Disciplinary Procedure.

(1) The right to discharge or discipline employees for just cause, and to maintain discipline and efficiency of employees is the responsibility of the Company.

(2) No entry of a warning or reprimand shall be made in the record of any employee until after such employee has been afforded an opportunity to appear and be heard, accompanied by a representative of the Union, if a Union representative is requested by the employee.

(3) If an employee is dismissed or suspended, then he shall be given a hearing before his Manager, as defined in the Grievance Procedure, within twenty-four (24) hours after his suspension or dismissal (in the case where the suspension or dismissal is on Saturday, Sunday, or a holiday, such hearing to be within forty-eight (48) hours), at which hearing a Union Steward must be present, if the employee requests a steward; and notice (which may be by telephone) of such hearing shall be given to such employee and the Union at least six (6) hours before such hearing.

(4) In the Transportation Department, the place at which any Bus Operator shall be required to appear for any infraction of a mle shall be at the garage where his Manager is located.

(5) All appeals from discipline shall be handled through the grievance procedure. An appeal from discipline is due within fourteen (14) days of the notice of discipline, or the decision of the Manager after a hearing, whichever is later.

(6) Upon mutual agreement of the parties, an employee may choose to work for any period of suspension and pay a fine equal to thirty percent (30%) of his/her regular salary during the period in question. For purposes of progressive discipline, the only penalty reflected on the employee's record will be the suspension time that was originally accepted or imposed through arbitration. This provision will not apply to employees who are pre-disciplinary suspended.

(7) The Company is committed to assuring that the dignity of each employee is respected at all times. Management shall treat employees fairly and reasonably and shall assure that employees are not disciplined without just cause, and that they are notified as expeditiously as reasonably possible, and no later than thirty (30) days of when management knew of the last occurrence of the action or inaction upon which the discipline is based, with respect to any alleged violations charged by management.

ARTICLE XIX

RULES AND REGULATIONS

Employees will observe the rules and regulations promulgated from time to time by the Employer.

ARTICLE XX LICENSE

REQUIREMENT/

COMMERCIAL DRIVER'S LICENSE

Each employee must possess a valid Commercial Driver's License at all times. An employee who does not have a valid license will be dismissed. All applicable state and federal regulations shall apply.

The Company will reimburse employees for the fee associated with the renewal of a Commercial Drivers License The Company will only reimburse employees who hold positions which require a Commercial Driver's License and have completed one (1) year of service [including prior service with MTA LI Bus]. The reimbursement shall not exceed the fee related to the license and endorsements required to perform the applicable job function.

ARTICLE XXI

AMERICANS WITH DISABILITIES (ADA) REQIDREMENTS

At the Employer's request, paratransit bus operators shall make any required connections with the Employer's regular operation buses when accommodating paratransit customers. All other applicable ADA requirements shall apply.

ARTICLE XXII

UNIFORMS AND SAFETY SHOES

Uniforms:

Uniforms issued by the Employer shall be worn by employees when reporting for work.

Maintenance employees at Paratransit shall be issued uniforms. The Company will provide for the weekly cleaning and maintenance of the uniforms. Employees must wear the uniforms provided. Employees will be responsible for reimbursing the Company the cost for the loss or destruction of uniforms, unless such loss or destruction occurred while performing his or her job function.

Each part-time Bus Operator will be credited an annual uniform credit of \$100.00. Each full-time Bus Operator will be credited with an annual uniform credit of \$140.00. The cost of each uniform item issued will be deducted from the uniform credit until the credit is exhausted, at which time no new uniform items will be issued until the credit is restored. Unused credit will accumulate, but in no event will it be paid out as cash.

Safety Shoes:

For each eligible Mechanic and Mechanic's Helper, the Company will pay a maximum amount of \$95.00 annually. For each eligible Paratransit Bus Operator, the Company will pay a maximum amount of \$85.00 annually. Employees will be fitted for and will pick up shoes on their own time. Employees will be required to wear safety shoes (steel toes) and women's style shoes during work hours. Employees must purchase their shoes within thirty (30) days of their benefit eligibility date or forfeit the benefit.

Employees may only purchase shoes designated by management and only from an approved vendor. The provision of safety shoes will be governed by the terms of the purchase contract, as they may be amended. Employees who select an approved shoe that exceeds the dollar value of this benefit shall be responsible for making a co-payment for the difference at the point of sale. An inactive employee who returns to active pay status will be eligible to receive his/her shoes after actually returning to work.

ARTICLE XXIII

MEDICALS

At the Employer's request, employees will report to the Medical Office for examination by the Medical Director.

ARTICLE XXIV

ACCIDENT REPORTS

Employees shall submit completed accident, occurrence, or any other reports when required by the Employer.

ARTICLE XXV

SUBSTANCE ABUSE POLICY

The parties agree that a confirmed positive result accordance with Federal Regulations, or any Company authorized drug screening test, or on any drug screening test authorized by the U.S. Department of Transportation's Federal Transit Administration shall result in dismissal from employment and the employee shall not be re-hired.

If the Union appeals an employee's dismissal for a confirmed positive drug test result or for a refusal to submit to testing in accordance with Federal Regulations, the parties agree the arbitrator's power is limited to determining whether a valid drug test was administered. If the arbitrator finds the administration of the drug test was valid, then the arbitrator shall not reduce, alter, change, rescind, or modify the disciplinary penalty imposed.

ARTICLE XXVI

SUBCONTRACTING

The Employer shall have the exclusive right, in its sole discretion, to subcontract out any part or all of the paratransit operation, including, but not limited to:

- (a) the operation of the paratransit vehicles;
- (b) any and all of the maintenance functions performed to maintain and repair the vehicles, including the equipment used for or in connection with paratransit operations.

In the event that the Employer exercises its right to subcontract the paratransit operation in its entirety, this Agreement will terminate.

ARTICLE XXVII

EMERGENCY AND SAFETY SERVICE

Any assignment of fixed route employees to paratransit operations during an emergency or other situation where safety is a factor shall not give rise to a claim that the work performed is fixed route bargaining unit work.

ARTICLE XXVIII

UPGRADED FIRST AID KIT

The parties agree to continue to provide upgraded first aid kits for use by Paratransit Operators on all Paratransit buses.

ARTICLE XXIX

SHORT TERM DISABILITY INSURANCE

The Company agrees to provide all employees with short term disability insurance in accordance with the following:

- (a) all employees who are scheduled to work thirty (30) hours or more per week shall be covered by the current short term disability insurance described below and provided by the Company to active employees represented by the Union. In the event a thirty (30) hour per week assignment is unavailable to an employee who was previously scheduled to work thirty (30) hours or more and who was eligible for short term disability insurance coverage,
 - (b) is able to work the hours required to be eligible for short term disability insurance; and
 - (c) the employee shall continue to be eligible for short term disability insurance until determined otherwise under State law.
- Any dispute arising from such an occurrence shall be final and not subject to court or arbitral review.

After a seven (7) day elimination period, eligible employees are covered for fifty percent (50%) of earnings up to \$170 per week for a maximum of twenty-six (26) weeks. If an employee is hospitalized, benefits can begin as early as the first day of disability.

ARTICLE XXX

FITNESS FOR DUTY/SUSPENSION PAY

Employees who are out of service as a result of a Fitness for Duty Test shall not receive pay for the time period related to obtaining the test results.

In the event depot supervision offers the out of service employee a non-safety sensitive assignment which the employee accepts, the employee shall be paid for time actually worked at his/her regular rate of pay.

ARTICLE XXXI TRANSPORTATION

DEPARTMENT

Upon returning to the depot, bus operators shall be responsible for, but not limited to, the following:

- (a) Keeping the interior of their vehicle clean and neat, sweeping the floors, closing the windows, etc.
- (b) Insuring that the "Q-Straints" are returned to their original position and reporting any missing or defective broken bus equipment to the appropriate supervisor.
- (c) Moving and leaving vehicles in the yard as directed by supervisory personnel.

ARTICLE XXII

RETIREMENT

(a) Veolia will provide a 401K plan with employee/employer contributions.

(b) New hires (not former MTA LI Bus employees on 12/31/11)-- Veolia will match employee contribution§. of up to 6% of gross income at a 50% match

(c) For former MTA LI Bus employees as of 12/31/11-- Veolia will match 100% of employee contributions of up to 3% of gross income. Veolia will make a separate employer contribution of 2% of gross income for such employees.

(d) Transferees from LI Bus on January 1, 2012 are immediately eligible for participation in the 401K plan and Veolia will recognize prior service for vesting purposes. New hires are eligible beginning the first day of the quarter following completion of 90 days of employment.

(e) For purposes of this Article, gross income includes wages and all other paid time.

ARTICLE XXXIII

LONGEVITY PAYMENTS

Active Paratransit employees who completed five (5) years of continuous service

in a title covered by this collective bargaining agreement shall receive an annual longevity payment of five hundred dollars (\$500.00) on the anniversary of their date of hire. Inactive employees shall be eligible to receive this payment upon their return to active work status. This payment shall be made in an employee's regular paycheck. Continuous service in the title of Part-Time Bus Operator immediately prior to an employee's date of hire into a Paratransit title shall be deemed eligible service for the purpose of this payment. An employee who resigns, retires, or is terminated before their anniversary date shall not be eligible for their longevity payment. An employee absent from half of their scheduled tours of duty in the twelve (12) months preceding their anniversary date will not be eligible to receive a longevity payment for that anniversary date.

ARTICLE XXXIV

PAYROLL WEEK AND PAY DAY

(a) The payroll week shall commence at 12:01 Sunday morning and end at midnight the following Saturday night. All employees shall be paid on Fridays. If a holiday falls on Friday, employees shall be paid on Thursday.

(b) Payroll is paid bi-weekly. Hourly employees will have the option of directly depositing or pay cards subject to submitting proper authorization.

(c) Pay Card. Employees not paid through Direct Deposit will be paid via pay card.

ARTICLE XXXV

FINE IN LIEU OF SUSPENSION

The parties agree that the contract will be amended to allow an employee the option, upon mutual agreement of the parties, to work for any period of suspension at an hourly rate of pay equal to seventy percent (70%) of the employee's contractual rate of pay.

This voluntary thirty percent (30%) reduction in an employee's hourly rate of pay shall only be for his or her regular work schedule and shall constitute a fine in lieu of suspension. For purposes of progressive discipline, the only penalty reflected on the employee's record will be the suspension time imposed. This provision will not apply to employees who are suspended prior to the disciplinary process.

ARTICLE XXXVI FLEXIBLE

REPORT AND CLEAR TIMES

FOR BUS OPERATORS

The parties agree to establish bus operator schedules with flexible report and clear times for up to nineteen (19) Full-Time Paratransit Bus Operators as soon as practicable, at the Authority's discretion.

The purpose of these schedules shall be to allow management flexibility in scheduling its bus operator workforce to more efficiently accommodate the daily service demands of its Paratransit customers. Bus Operators covered by this provision shall have flexible report and clear times for each tour of duty. The report and clear time shall each vary within the confines of a six (6) hour window identified on the posted schedule selection within the depot. Employees shall call into Paratransit at a set time each day before their tour of duty to learn their

scheduled report and clear time for the next day. Schedule changes under this system will be both posted in writing in the depot and recorded on the depot's automated telephone system for operators to access via the depot's telephone number.

The daily report time, clear time, and scheduled hours may vary from day to day in accordance with the needs of service. Employees who select a flexible schedule will receive a shift differential of \$0.75 per hour for regularly scheduled hours actually worked (fmiy (40) hours per week) regardless of whether or not the employee's schedule was modified. Flexible schedule modifications will be based on the needs of service. In the event management determines that more than one (1) employee on a flexible schedule is available to be shifted at a given time, employees shall be assigned schedule shifts in either reverse seniority order, or another order mutually agreeable to both parties. In the event management determines that more than one (!)_employee on the flexible schedule system is available to be extended at a given time, employees shall be assigned extended tours based upon low overtime hours for the week.

ARTICLE XXXVII

CANCELLATION OF EXTRA/RDO ASSIGNMENTS

Management shall have the right to cancel extra work and regular day off bus operator assignments that become unnecessary or inefficient due to an abnormally large number of customer cancellations of scheduled trips in the Paratransit system. Employees will not be paid for cancelled work assignments. The decision to cancel work assignments shall be at the sole discretion of the location COO or his/her designee.

Work assignments may be cancelled until two (2) hours before the scheduled report time. Notification of cancelled work assignments will be posted at the depot in writing as

soon as practical but not less than two (2) hours before the scheduled report time of the run. Additionally, management will make a good faith effort to reach the employee by telephone no less than two (2) hours before his/her scheduled report time at a telephone number provided by the employee to the Company. Cancellations will also be recorded on the depot's automated telephone system for operators to access via the depot's telephone number.

ARTICLE XXXVIII

ASSAULT PAY

The parties agree that an employee required to lose time due to injuries received while in an unprovoked assault while on duty and engaged in the performance of his/her work shall receive the same pay that he/she would have received had he/she been regularly employed for the first one (1) to five (5) days of absence. Assault pay shall be determined by the employee's regularly scheduled assignment.

ARTICLE XXXIX

LABOR MANAGEMENT COMMITTEE

The parties agree to establish a Labor- Management Committee consisting of two (2) management representatives and two (2) union representatives. The function of the Committee will be to meet periodically to review various issues, including but not limited to work rules, customer relations, disciplinary procedures, employee availability and any other issues as the parties from time to time, by agreement, may refer to the Committee for review and resolution. Issues that remain unresolved by the Committee

may be referred in writing, as required, to the Presidents of the Company and the Union for discussion and possible resolution.

ARTICLE XL
SEPARABILITY

This Agreement shall be subject in all respects to all present and future applicable laws, statutes, ordinances and regulations of the United States of America and the state of New York. In the event any part of this Agreement or any provision is legally null and void the remaining portions shall remain in full force and effect.

EXHIBITS "A" and "B", ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

TRANSPORT WORKERS UNION, LOCAL 252, AFL-CIO

By: *fc;t;;;e } ; " -*
PATRICIA BOWDEN, PRESIDENT

By: *Jerome Lafragola*
JEROME LAFRAGOLA, INTERNATIONAL REPRESENTATIVE

VEOLIA TRANSPORTATION SERVICES, INC

By: *Michael H. Setzer*
MICHAEL H. SETZER, CHIEF EXECUTIVE OFFICER NICE Bus

Exhibit "A"

AUTHORIZATION FOR DEDUCTION OF DUES
LOCAL 252 TRANSPORT WORKERS UNION

UNION'S COPY

I hereby authorize VEOLIA TRANSPORTATION to deduct weekly from my wages the amounts certified to it from time to time by Local 252 Transport Workers Union and to transmit the same to the Transport Workers Union in payment of my membership dues.

This authorization shall be irrevocable during the period of the applicable Collective Bargaining Agreement in effect on the date of this authorization and shall be automatically renewed and be irrevocable during the period of each succeeding applicable Collective Bargaining Agreement unless written notice of revocation is sent by me to the Company and the Union not less than 10 days or more than 30 days prior to the expiration of the current or any succeeding Collective Bargaining Agreement.

I understand that initiation fees, dues, or contributions to the Union are not deductible as charitable contributions for Federal Income Tax purposes.

Signature

Date

VEOLIA TRANSPORTATION

I hereby authorize VEOLIA TRANSPORTATION to deduct weekly from my wages the amounts certified to it from time to time by Local 252 Transport Workers Union and to transmit the same to the Transport Workers Union in payment of my membership dues.

This authorization shall be irrevocable during the period of the applicable Collective Bargaining Agreement in effect on the date of this authorization and shall be automatically renewed and be irrevocable during the period of each succeeding applicable Collective Bargaining Agreement unless written notice of revocation is sent by me, to the Company and the Union not less than 10 days or more than 30 days prior to the expiration of the current or any succeeding Collective Bargaining Agreement.

I understand that initiation fees, dues, or contributions to the Union are not deductible as charitable contributions for Federal Income Tax purposes.

Signature

Date

Exhibit "B"

1. Disability benefits:

Disability benefits will be paid in accordance with the State law.

11. Vision Care:

The company will provide a group Vision plan currently administered by VSP, presented on November 10, 2011. The percentages the Company will contribute toward the vision plan are:

Company: 80%

Employee and all dependent tiers: 20%

111. Dental:

The Company will provide a group dental plan currently administered by Delta Dental of IL, presented on November 10, 2011. The percentages the Company will contribute toward the vision plan are:

Company: 80%

Employee and all dependent tiers: 20%

IV. Flexible Spending Account:

Employees will be allowed to participate in the Flexible Spending Account(s)-healthcare and/or dependent daycare FSA.

The parties agree that this Exhibit is intended to assist in the understanding of the new benefits. This is an overall description and not a substitute for the terms of the Plan. In the event of conflict between this document and any applicable provisions of the Plan, the applicable Plan provisions will govern. In the event of conflict between provisions of the Plan and the collective bargaining agreement, the collective bargaining agreement will govern.

