

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**TRANSDEV SERVICES, INC.**

**and the**

**TRANSPORT WORKERS UNION OF AMERICA, LOCAL 252,**

**AFL-CIO**

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**AGREEMENT** made the \_\_\_\_ day of October, 2018 and effective the 16<sup>th</sup> day of April, 2017 by and between Transdev Services, Inc. d/b/a Nassau Inter-County Express, NICE Bus (hereinafter referred to as the “Company” or “Transdev”) and the Transport Workers Union of America, Local 252, AFL-CIO (hereinafter referred to as the “Union” or “Local 252”) as collective bargaining representative of the employees of Transdev identified in Article I Section 1. The Company and the Union enter into this Agreement to establish the hours, rates of pay, and other terms and conditions of employment of Transdev employees for fixed route operations. This document contains the entire Agreement of the parties. The parties hereto agree as follows:

## ARTICLE I

### SCOPE OF AGREEMENT

**Section 1. Bargaining Unit.** The Union shall have the right to represent those employees of the Company in the following titles working in, at, or out of those locations of the Company situated in the Counties of Nassau and Suffolk: Bus Operator, Technicians A, B and C, Body Repair, Electronics, Revenue Systems Repair Technician, Utility, Parts Clerk, Part-Time Utility, Part-Time Bus Operator, Customer Service Representative, and Sign Crew and Facility Maintenance Employee; but no other employees such as supervisors, managerial employees, foreman, confidential employees, dispatchers and clerical employees as defined in the National Labor Relations Act.

As used herein, the term "employee" shall mean each employee represented by the Union in the bargaining unit described above. In addition, words of masculine gender shall include the feminine and the neutral, and, when the sense so indicates, words of the neutral gender may refer to any gender. Words in the singular number shall include the plural, and in the plural number shall include the singular.

**Section 2. Deduction of Dues.** 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.

**Section 3. Deduction of Committee on Political Education Contributions.** The Company will deduct contributions in the sum of fifty (\$0.50) cents per week to be paid to the Union's Committee on Political Education from the pay of each employee who authorizes such deduction in writing (on forms approved by the Company). The amounts so deducted shall be paid to the Union within seven (7) days from the end of each calendar month in a check separate from the union dues deducted pursuant to Section 2 of this Agreement. The Company shall be entitled to receive such authorization at least ten (10) days prior to the first payroll upon which it is to become effective. New authorizations may not be submitted as a group more than monthly.

**Section 4. Union Shop.**

(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 the Company's 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 MTA in LI Bus service on December 31, 2011 who were not members of the Union at that time, and persons newly hired by the Company 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 (14) days to pay their dues. If the employee does not pay dues, or execute a dues deduction authorization form within that additional fourteen (14) 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) On each payroll date during the term of this Agreement on which union membership dues are withheld by it, the Company shall deduct from the pay of each employee as union dues in the amount set by the Union, and shall transmit the same to the Union.

(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.

**Section 5. Credit Unions.** The Company will deduct such sums as are authorized in writing (on forms approved by the Company) by any employee and transmit the same to any credit union of which he is a member and which has been designated by the Union. The Union may designate not more than two (2) such credit unions, which designations may not be changed during the term of this Agreement. The Company shall be entitled to receive such authorization at least ten (10) days prior to the first payroll upon which it is to become effective. New authorizations may not be submitted as a group more often than monthly.

**Section 6. Successors.** This Agreement shall be binding on the parties hereto, their successors and assigns, to the extent permitted by law.

**Section 7. Duration of Agreement.** This Agreement shall be effective April 16, 2017 and continue in effect through April 15, 2020.

**Section 8. Management Functions.**

(a) To the extent that any such rights are not limited by the provisions of this Agreement, the management of the affairs of the Company, the direction and control of its property and operations and the hiring, direction, promotion, demotion, discipline, discharge and layoff of its employees are the exclusive function of the Company.

(b) Except as limited in this Agreement, and without limiting the generality of the provisions of subsection (a) of this section, the Company shall have the right from time to time: to add, change, or eliminate any schedules of operations or bus routes or portions thereof; to revise or alter standards or levels of service; to locate, establish, alter, and abolish shops, garages, and other fixed improvements; to acquire and dispose of equipment; to determine the number of persons to be employed in any of its operations or departments at any given time and when and where they shall be employed; and to lay off any of its employees, all as it may think necessary or desirable. Notwithstanding the foregoing, the Company will consult with the Union prior to the taking of any action to eliminate a location within the bargaining unit or to lower levels of service generally.

(c) Without limitation upon the exercise of any of its statutory rights, and except as limited by the terms of this Agreement the Company shall have the unquestioned right to exercise all normally accepted management prerogatives, including the right to fix operating and personnel schedules, impose layoffs, determine workloads, arrange transfers, order new work assignments, and issue any other directive intended to carry out their managerial responsibilities to operate the transit facilities safely, efficiently, and economically.

**Section 9. Complete Agreement, Past Practices.** It is understood and agreed that this written Agreement constitutes the entire Agreement between the parties and that there are no other agreements, oral or written, relating to the terms and conditions of employment of the employees other than the provisions contained herein or attached hereto and made a part hereof. The past practices governing operations in the bargaining unit shall be respected by the parties to the extent identified in Exhibit "B", but the Company shall have the right to establish new rules and work practices in accordance with this provision but not inconsistent with the terms of this Agreement.

The Company shall give the Union ten (10) days written notice of its intention to establish a new rule or practice, accompanied by a writing setting it forth verbatim. At the end of such ten (10) day period the parties shall consult and if, at that time, the Union objects to such new rule or practice becoming effective immediately, then it may not be put into effect until twenty-five (25) days following consultation. However, the Company may implement without notice a rule necessary for the safety or welfare of employees and the public. The Union shall have the right to take any new rule or practice to arbitration and in such case the Company agrees to use its best efforts to have any such arbitration heard and decided as expeditiously as possible. The Impartial Arbitrator's consideration of the matter shall be limited to whether the Company's action is reasonable under all circumstances. The Union may waive the ten (10) days' notice requirement and consent to the institution of such new rule or practice, in writing, in which case it shall become effective immediately.

**Section 10. Subcontracting, performance of work by supervisors and managers.**

(a) It is the policy of the Company not to subcontract work which may be performed by the employees except as provided in this subsection. It is agreed that, except for emergencies, "campaign work", situations when the Company lacks specialized equipment necessary to perform the work in question, and when the work is "warranty work" that requires that the work be performed by a manufacturer, all work which can capably and reasonably be performed by the employees shall be assigned to such employees rather than to any contractor or subcontractor and shall not be contracted to outside concerns without the consent of the Union. Additionally, the Company may subcontract or contract-out work when it lacks available sufficient or adequately skilled manpower to perform the work in question but the Company will make a reasonable effort to hire additional employees and train current employees to perform the work in

question unless that would add unreasonable cost to the project or if the project is a one-time job that will not recur and will require layoff of hired employees when the job is completed. The Company may also sub-contract or contract-out work when it can show that the cost of doing the work with its own employees is at least one and one-quarter times more than the cost of doing the work with a contractor; in such cases, the Company shall provide the Union with documentation supporting the decreased labor cost claim prior to any meeting with the Union. The Company agrees that no employee will suffer loss of employment or reduction in pay by reason of such subcontracting. In deciding on reasonableness within the meaning of this subsection, the Impartial Arbitrator, should the matter of subcontracting be disputed, shall take into consideration, among other factors, both the economic benefit the Company would realize if the work were subcontracted and the potential loss of economic opportunity of the employees affected. The Company shall give the Union ten (10) days written notice of its intention to subcontract work under this subsection, other than emergency work, and "campaign work", accompanying such notice with a writing describing generally the work to be subcontracted and the employees expected to be affected. At the end of such ten (10) day period the parties shall consult and if, at that time, the Union objects to such subcontracting, then, the work may not be subcontracted until twenty-five (25) days following the consultation. The Union shall have the right to take the subcontracting issue to arbitration and in such case the Company agrees to use its best efforts to have any such arbitration heard and decided as expeditiously as possible. The Company agrees that it will not directly or indirectly seek to evade its obligations under this subsection by leasing its equipment.

(b) It is the policy of the Company not to assign to supervisors or managers work which may be performed by the employees, except as provided in this subsection. It is agreed that except for emergencies, training purposes, and unavailability of a bargaining unit employee, work

which can capably and reasonably be performed by the employees shall not be performed by supervisors or managers. Unavailability of a bargaining unit employee means that the Company has complied with the contractual provisions regarding offering overtime.

## ARTICLE II

### CONTINUITY OF OPERATIONS, GRIEVANCE PROCEDURE, DISCIPLINARY PROCEDURE, AND EMPLOYEE AND MANAGEMENT RIGHTS

#### **Section 1. Continuity of Operations.**

(a) It is mutually desired by the Company and the Union to deliver uninterrupted service to the citizens of Nassau County.

(b) During the term of this Agreement neither the Union nor the employees will, in any way, induce, encourage, lead, participate, ratify, condone or engage in any slowdown, sit down, or other work stoppage or sympathy strike.

(c) If any employee or group of employees represented by the Union should take any action in subsection (b) above, the Union shall immediately make its best effort to persuade the employees to cease said action. The Union's efforts will not relieve such employees from disciplinary action.

(d) During the term of this Agreement, the Company agrees that it will not cause a voluntary cessation of operations of the Company to support the Company's bargaining position, commonly called a "lockout", so as to prevent employees from working. Temporary or permanent shutdowns by the Company for economic or other reasons shall not be considered lockouts nor shall the discontinuance of work by order of a court.

**Section 2. Grievance Procedure.**

(a) 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.

(b) 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.

(c) 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). The manager shall have seven (7) days to deliver to the Union Steward, in writing, his decision on the disposition of the grievance. In the event that the matter is not satisfactorily adjusted 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.

(d) Selection of Arbitrators.

- i. The parties agree to obtain a mutually agreeable "List" of potential arbitrators from New York. The Company shall pick three (3) arbitrators and the Union shall pick three (3) arbitrators. The arbitrators' names will be placed in a "hat" in order to determine the order in which these six (6) arbitrators will be used.
- ii. The arbitrators' names will then be drawn only one (1) time from the "hat" to determine the order in which they will be used and the next six (6) arbitrations will be scheduled in the sequence they were drawn from the "hat."
- iii. The arbitration cases will be assigned to the arbitrators in the order selected, based on the dates that the grievances were filed by the Union. In other words, the first arbitrator gets the oldest grievance – the second arbitrator gets the next oldest grievance going to arbitration, and so on.
- iv. If the parties have an arbitrator picked and the grievance is settled before they hear the case, then this arbitrator goes to the bottom of the "List" and will be used for the next grievance filed by the Union and not yet assigned to an arbitrator at the time the settlement is reached.
- v. In the case where an arbitrator is not available for whatever reason, the parties will select the next arbitrator on the "List", in descending order, and the arbitrator who was not available will go to the bottom of the "List."

- vi. In the event that the parties incur a cost for the arbitrator due to a mutual settlement to the grievance before the arbitration as noted above, the parties will split the cost that is due the arbitrator. In the event one (1) of the parties cancels or delays the arbitration and a cost is incurred, that party alone will pay the cost.
- vii. After all six (6) arbitrators are used, the parties agree to meet and discuss any differences and negotiate in good faith. At that time, the parties will determine if the original arbitrator picks should be changed. During discussions, if further arbitrators come up, the process will start over again from the beginning.
- viii. When either the Company or the Union decides to eliminate one (1) or more of their selected arbitrators from the "List", then that same party will submit the name(s) of the selected arbitrators within thirty (30) days from the date of elimination to the other party. If the Company and the Union in conjunction decide to eliminate one (1) or more arbitrators from the "List", then they shall meet within thirty (30) days from the date of elimination to come to an agreement to replace the eliminated arbitrator(s).
- ix. The parties agree to contact the mutually agreed upon arbitrators and pre-schedule one (1) arbitration date every two (2) months. The parties agree that the arbitrators will be contacted during the month of August and will obtain the dates for the following calendar year. If after due diligence and good faith effort, there is still a need to gather material



evidence in preparation for the arbitration or arbitrations to be heard on the pre-scheduled date, then the parties agree that this is a justifiable reason to move the arbitration or arbitrations to the next pre-scheduled date or another arbitration date.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) An Impartial 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.

**Section 3. Disciplinary Procedure.**

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

(b) No entry of a warning or reprimand shall be made in the record of any employee until after such employee, including new employees of less than thirty (30) days, 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.

(c) 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.

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

(e) 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.

(f) 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.

**Section 4. Employee Rights.** 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. Employees must be told what the allegations are prior to disciplinary action, suspension, removal from service and/or termination.

**Section 5. Union Release Time.** The Union shall have a total of 3,500 hours of paid release time, paid at straight time. The Union will designate the steward(s) to be released. The Union will endeavor to schedule release time with the Company so as not to interfere with service. When, however, an unscheduled immediate need for a steward arises, one will be released. The 3,500 hours are a total for all purposes including, but not limited to, grievance handling, assistance with picks as referenced in Article III Sections 4 and 5 and other contract administration work. With adequate notice to the Company, Union members will be released from work without pay for Union business.

### ARTICLE III

#### PROBATION AND SENIORITY

##### **Section 1. Probation.**

(a) Bus Operators of the Company shall be on probation for six (6) months (one hundred and eighty days) from the first day of employment, which period may be enlarged to two hundred and ten (210) days at the request of either party.

(b) Maintenance Department employees shall be on probation for six (6) months (one hundred and eighty days) from the first day of employment, which period may be enlarged to two hundred and ten (210) days at the request of either party.

(c) Customer Service Representatives shall be on probation for a period of six (6) months (one hundred and eighty days) commencing with the first day of employment, which period may be enlarged to two hundred and ten (210) days at the request of either party.

(d) Employees on probation may be discharged at any time, during or at the conclusion of the probationary period, without cause, and no such discharge shall be the subject of or an opportunity for a hearing or of any subsequent grievance procedure.

##### **Section 2. General Seniority.**

(a) The date of placement on the payroll of the Company in any capacity shall determine general seniority for each employee for so long as he remains with the Company (layoffs and the first sixty (60) days of leave of absence disregarded). If two (2) or more employees are hired on the same date in the same department, their general seniority order shall be determined by lot except that any employee transferred from one department to another shall fall behind an employee in that department whose general seniority is based on the same date of placement on the payroll.

(b) Former MTA LI Bus 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 including general and department seniority.

**Section 3. Departmental Seniority.**

(a) For the purpose of this Agreement, Bus Operators of the Company shall constitute a department (herein called the Transportation Department), the maintenance employees of the Company shall constitute another department (herein called the Maintenance Department), the Customer Service Representatives of the Company shall constitute another department (herein called the Customer Information Department). Each department shall be a separate seniority unit. The date of placement in each department shall determine the departmental seniority of each employee for so long as he remains in that department (layoffs and the first sixty (60) days of leave of absence disregarded). Departmental seniority and the extent thereof for each employee of the Company and classification seniority shall be determined by the records of the Company in existence as of January 1, 2012 (based on Departmental and Classification seniority for MTA's LI Bus Operation as of December 31, 2011), subject to any changes which may be made in such records as a result of promotions or other movement of employees in or out of departments or classifications subsequent to such date.

(b) The order of departmental seniority shall govern retention in the event of layoff and recall after layoff, as well as other matters hereinafter provided. However, if an employee seeks to use Departmental Seniority to hold a position in a classification different from the one in which the employee was working at the time the layoff was announced, the employee must be qualified to perform the work of the position in that classification.

- i. Employees on layoff shall have recall rights for a period of one (1) year from the date of layoff.
- ii. An employee will be recalled after a layoff once an opening occurs in the job title he/she held prior to the layoff. The employee must notify the Company of their intentions within three (3) working days of notice of recall. The employee must return to work within ten (10) days of notification of recall.

**Section 4. Additional Transportation Department Seniority Provisions.**

(a) Bus Operators shall pick runs in the order of their departmental seniority, both in the case of a "department-wide" pick and as among all Bus Operators at a given location in the case of a location pick. When the holiday work schedule conforms with the normal work picked for that day, there shall be no holiday pick.

(b) Bus Operators shall pick their vacations in the order of their department seniority as among the Bus Operators at the same location. All vacations shall start on the first day of the pay week.

(c) There shall be one (1) department-wide pick each year, effective in January. There shall be three (3) location picks each year, effective in April, June, and September. In addition to the foregoing, there shall be a location pick whenever a substantial amount of work is redistributed at any location and a department-wide pick whenever a substantial amount of work or number of buses is redistributed between locations.

(d) The Company will inform and brief the representative designated by the Union on transportation picks during their formation and, when a new run schedule is prepared, a copy thereof shall be given to the Union as soon as possible, and in no event less than fourteen (14) days

prior to the date set forth on the schedule as the date on which it will be posted for pick. The date of the posting for pick shall be determined by the Company. The Company shall also determine and set forth on the schedule the date upon which the new schedule shall become effective, which date shall take into account the time reasonably required to complete the picking. Picking shall commence no later than five (5) days after the schedule is posted.

(e) The Union shall have the right at any time after it has received the schedule to discuss it with the Schedule Department, any such meeting will be held prior to posting. Any complaint made by the Union shall be decided by the Schedule Department within twenty-four (24) hours after the close of the discussion. If, after such discussion with the Union, any change in the schedule directed by the Schedule Department which cannot be made prior to the posting date, shall not be posted for pick until such change has been made. A copy of any schedule changes shall be forwarded to the Union President prior to posting.

(f) The Union may file with the Schedule Department at any time, a written complaint that the schedule imperils the health and safety of employees. Any such complaint shall set forth specifically how, and in what manner, the schedule imperils the health and safety of employees. In the event such a complaint is filed, the following procedure shall apply:

- i. Where such complaint is filed after the schedule has been posted for pick, such complaint shall constitute a normal grievance to be heard in the first instance, however, by the Location's Chief Operating Officer or his designee. Such complaint shall thereafter be governed by the normal provisions of the grievance procedure.
- ii. Where such complaint is filed before the posting of the schedule for pick, a hearing thereon shall be held by the Location's Chief Operating



Officer or his designee, not more than two (2) working days after the filing of the complaint and the decision thereon shall be made within twenty-four (24) hours after the hearing. An appeal may be taken to the Impartial Arbitrator immediately after the decision by the Chief Operating Officer or his designee, which appeal shall be accompanied by a statement setting forth the basis of the contention that the schedule imperils the health or safety of employees, and accompanied also by a copy of the decision of the Location's Chief Operating Officer or his designee. The Impartial Arbitrator shall hold a hearing on notice, by telephone or otherwise, as promptly as possible after the filing of an appeal. At the request of the Impartial Arbitrator, such witnesses, records and other documentary evidence as may be required shall be produced. The Impartial Arbitrator shall mail a copy of his opinion to the Location's Chief Operating Officer and to the Union, within two (2) working days after the close of the hearing before him. If, in considering such complaint, the Impartial Arbitrator finds that a run or work schedule imperils the health or safety of employees, which is the sole extent of his jurisdiction, he shall set forth specifically the precise elements in the schedule on which he bases such opinion. The opinion of the Impartial Arbitrator with respect to whether a run or work schedule imperils the health or safety of employees shall be final and binding upon both parties.

(g) Except to the extent specifically provided in subsection (e) above, neither the filing of a complaint nor the pendency of a grievance at any level, shall prevent or delay putting the schedule into effect on the day fixed therefore, subject to any change which may at any time be directed by the Company upon the determination of the grievance.

(h) Schedule of picking times is to be posted by the Union with ten (10) minutes allowed for each Bus Operator for the annual Department-wide pick and five (5) additional minutes will be given to each Bus Operator once a year, in December, in order to allow him to pick his vacation to be taken in the following year. If the Union fails to post such a schedule, then the Company may post one. In the event that a Bus Operator fails to exercise his right to pick at his scheduled picking time, the Union Steward shall pick for him at his assigned picking time, and such pick shall be binding upon such Bus Operator. In the event that the Union Steward fails to pick for such Bus Operator, then the Company representatives may pick for him at his assigned picking time, and such pick shall be binding upon such Bus Operator.

(i) One Union Steward at the Mitchell Field or any other locations, to be selected by the Union, shall be relieved to help in picking during a department-wide pick. Such Union Steward shall be paid eight (8) hours pay at straight time rates (and at the same rate for any additional hours required and approved by the Schedule Department) for each day that he assists with such pick, subject to the applicable number of days allowed for such pick. The Union shall complete and return picks within the applicable number of days shown below and, accordingly, the total number of days for which payment is made, as provided above, shall not exceed the applicable number shown below: January picks shall require (2) Union Stewards at Mitchell Field. The parties agree that they shall hold a pre-pick meeting approximately one (1) month after the

current pick in effect in order to discuss additional modifications. This meeting shall be in conjunction with the pre-pick meeting.

<u>Pick</u>	<u>Number of Days</u>
Department-Wide	13
Location	8

**Section 5. Additional Maintenance Department Seniority Provisions.**

(a) Every Maintenance Department employee shall be classified in one of the following classifications:

- Technician
  - Class A
  - Class B
  - Class C
- Body Repair
- Electronics
- Revenue Systems Repair Technician
- Utility
- Parts Clerk
- Part time Utility
- Facility Maintenance Technician Levels I, II, III

Any job openings in positions included in this Agreement must be posted internally for a reasonable period of time before hiring externally.

(b) Utility workers directed to do the work of a Technician C whose rate of pay is higher, shall be paid the higher rate for actual time worked performing Technician C work. After any such temporary period, the lower rate of pay shall be resumed.

(c) This Article shall include facility maintenance technicians under the maintenance department provisions which shall apply except as follows:

- i. Facility Maintenance Technicians will pick hours of work, regular days off and depot location according to company-wide seniority.
- ii. Facility Maintenance Technician employees at any level may at any time be assigned to another depot or location according to the needs of the Company. A change of depot or location will be compensated at the regular rate of pay when it occurs within picked hours of work and on regular work days.
- iii. Facility Maintenance Technicians shall not be eligible for re-rate pay notwithstanding a change of depot or location or a voluntary or involuntary assignment of overtime.

(d) Promotions:

- i. Promotions to positions within the Maintenance Department (except Parts Clerk) shall be based on qualifications and seniority. The Company shall have the right to specify qualifications for jobs in all classifications and to prescribe the necessary tests to determine whether an employee has such qualifications. An employee, to be eligible for promotion to, or be employed in such jobs, shall be required to satisfy the Company that he reasonably meets such qualifications. The qualifications of any employee for any job shall be determined by the head of that department, but in the event of a dispute between the Union and the Company with respect to qualifications of any employee, for any job, which dispute cannot be satisfactorily disposed of between the parties hereto under the grievance procedure, it shall be submitted to the

Impartial Arbitrator under the grievance procedure. There shall be a ninety (90) day probationary period, which period may be enlarged to one hundred and twenty (120) days in the higher classification for each promotion during which time the promoted employee shall receive the higher rate of pay; or with respect to the classification of Technician C, such probationary period shall be for a period of one hundred and eighty (180) days; however, if it is determined by the Company at any time during the probationary period that the employee is unqualified, that employee shall revert back to his previous classification and rate of pay, subject to arbitration as provided above.

- ii. A Technician position which remains vacant after being offered to all qualified employees (meaning qualified by a test) may be filled by the Company with new hires.
- iii. Tests for promotions into the titles of Technician shall be open to internal and external candidates at the same time. Candidates will be placed on a combined list in score order. Scores will be the combined total of the written and "hands-on" skill test.
- iv. The function of the Class C Technician title in the fixed route operation will include the fueling of paratransit vehicles. Management reserves its right to cease the fueling of paratransit buses in the fixed route operation with proper notice to the Union in accordance with the applicable provisions of this Agreement. Utility workers shall be eligible for promotions. Technician C will be responsible for using tools when

required. Employees hired into the title of Utility worker will be eligible to enter the Technician positions as described in Article III, Section 5(d)(iii).

(e) On an as needed basis only, the Company shall offer a written and/or practical examination for the position of Facility Maintenance Technician Levels I and II. Eligible applicants may take the examination for either or both levels. The list of passing internal candidates shall be exhausted before promotions from the external list shall be made. Candidates on the external list who are already employees of the Company shall carry company-wide seniority upon promotion.

(f) Maintenance Department employees shall pick shifts of work and days off in the order of seniority among those in the same classifications. There shall be one (1) department-wide pick each year, effective in January. There shall also be two (2) location picks each year, effective in June and September. In addition to the foregoing, there shall be a location pick whenever a substantial amount of work is redistributed within a location and a department-wide pick whenever a substantial amount of work is redistributed between locations.

(g) Any maintenance employee who is inactive for thirty (30) days or more will be ineligible to pick an assignment during a location or system-wide pick and such assignment will be filled by the next eligible employee picking an assignment. In addition, when said maintenance employee returns to work, the employee will be assigned to a vacancy in his/her classification until the next pick. If no vacancy in the employee's classification exists, the employee will be assigned to a vacancy at the discretion of the Manager.

(h) The Company will inform and brief the representative designated by the Union on Maintenance picks during their formation and, when a new Maintenance Department pick is

prepared, a copy thereof shall be given to the Union as soon as possible, and in no event less than seven (7) days prior to the date set forth on the schedule as the date on which it will be posted for pick. The date of posting for pick shall be determined by the Company. The Company shall also determine and set forth on the schedule the date upon which the new schedule shall become effective, which date shall take into account the time reasonably required to complete the picking. Picking shall commence not later than five (5) days after the schedule is posted. Schedule of picking time is to be posted by the Union with ten (10) minutes allowed for each Maintenance Department employee for the annual Department-wide pick and five (5) additional minutes will be given for each location pick for each Maintenance Department employee once a year, in December, in order to allow him to pick his vacation to be taken in the following year. If the Union fails to post such a schedule, then the Company may post one. In the event that a Maintenance Department employee fails to exercise his right to pick at his scheduled picking time, the Union Steward shall pick for him at his scheduled picking time and such pick shall be binding upon said employee. In the event that the Union Steward fails to pick for such employee, then the Company may pick for him at his assigned picking time, and such pick shall be binding upon such employee.

(i) One Union Steward at each location to be selected by the Union, shall be relieved to help in the picking during each pick. Such Union Stewards shall be paid eight (8) hours pay, at straight time rates, for each day that they assist with such picks, subject to the limitation contained in the next succeeding sentence. The Union shall complete and return picks within the applicable number of days for which payment is made, as provided above, and shall not exceed the applicable number shown below:

PICK

NUMBER OF DAYS

Department-wide

10

(j) Vacation schedules shall be posted by the Company and Maintenance employees shall select their vacations on the basis of departmental seniority as among such employees at the same location. All vacations start on the first day of the pay week.

(k) The provisions of Article V, with regard to Maintenance Department employees, shall apply to Facility Maintenance. There are no guarantees of overtime hours and management retains the right to determine the amount of overtime required. If overtime is required, assignment of overtime shall be administered by management. Involuntary overtime shall be in the reverse order of seniority.

**Section 6. Additional Customer Service Center Seniority Provisions.**

(a) The provisions contained in Article III, Section 4 of this Agreement shall govern picks of assignments for Customer Service Representatives, which shall take place three (3) times per year and be effective in January, June, and September, except that the provisions of subsections (i) and (j) of Article III, Section 4 of this Agreement relating to Union Stewards shall not be applicable.

(b) Vacation shall be picked at the same time as work assignments at the January pick. Customer Service Representatives shall receive vacation accruals equal to those received by other employees in the bargaining unit having equal seniority.



## ARTICLE IV

### TRANSPORTATION DEPARTMENT RUNS AND SCHEDULING

#### **Section 1. Bus Runs.**

(a) There are three types of runs: straight runs, split runs, and group runs, which may consist of split runs and/or straight runs. The Company will use its best efforts to minimize the number of mixed runs and group runs. The Company will also use its best efforts to prevent a combination of AM and PM runs in a work week.

(b) Pick schedules for Bus Operators shall give information with respect to working hours, report, check in, and meal period time for each run and for open pieces. There shall be reasonable travel time to and from the depot. The Company shall create as many straight runs as possible. No part of a split run will be less than two and one-half (2 1/2) hours in duration for purposes of pay.

(c) All Bus Operators shall be paid overtime rates (1 1/2 times regular rate) for split-run hours in excess of twelve (12) hour spread or eight (8) hours pay time, in any one (1) day. Report, reasonable travel, and check-in time shall be included in the computation of the spread.

(d) Split runs are those which have at least two (2) pieces of work per day, each separated by one (1) hour and no greater than six (6) hours.

(e) All swing time scheduled for less than one (1) hour duration shall be considered as time worked. The Company shall provide car relief at a safe location with a pre-trip.

(f) Employees working through splits on extra work will be paid straight through if less than one-half (1/2) hour remains between finish of AM part and start of extra work or end of extra work and start of PM part, provided the employee completes the second half of the split run.

**Section 2. Scheduling.**

(a) All trips shall be scheduled so as to give the Bus Operator a reasonable recovery time at the end of the line.

(b) No employee may be compelled to work unless he has had at least eight (8) hours off between the end of one assignment and the commencement of another.

(c) The schedule shall provide a reasonable turnaround time based on actual arrival time.

**Section 3. Coordination Between Bus Service and Long Island Railroad (LIRR) Train Schedules.**

(a) To the extent that service changes in the LIRR schedules impact the scheduled bus service connections, it is the intent of the parties to this Agreement to allow flexibility in adjusting bus schedules to restore connections between those services that are lost or are affected as to impact service to the riding public.

(b) When bus operator blueprints require adjustments described in (a) above, the Scheduling Department may revise the affected bus route schedules and those of any connecting run, if necessary. These revisions may adjust the length of an operator's work day, by extending it or shortening it, by up to and including ten (10) minutes.

(c) No bus operator shall incur a diminishment of pay from his or her previously picked blueprint pay as a result of any adjustment. The Company will make every effort to minimize the schedule adjustments necessary to restore LIRR connections and the impact of these adjustments to the work schedules of bus operators.

(d) In the event the Scheduling Department determines the adjustments necessary to restore affected connections require changes to the length of runs in excess of ten (10) minutes but not more than thirty (30) minutes, such changes shall be justification for the Union to request

a line pick. A line pick will be conducted in seniority order for those operators on the specific route to be adjusted and as defined by the route number system. Adjustments requiring changes to runs in excess of thirty (30) minutes, or the simultaneous adjustment of more than five (5) routes in a location shall require a location pick as defined in this Agreement.

(e) Legitimate hardships to bus operators as a result of a change in schedules due to a line pick will be addressed jointly between the Union and the Location's Chief Operating Officer. The Location's Chief Operating Officer will make the final determination regarding the remedy for the hardship described by the employee.

## ARTICLE V

### HOURS OF WORK AND OVERTIME; SPARE MEN, ETC.

#### **Section 1. Hours of Work and Overtime.**

(a) The work week of all full-time employees shall consist of, forty (40) hours per week, five (5) days of work with two (2) consecutive days off unless one day is a Sunday. The provision for consecutive days off unless one day is a Sunday will apply as of April 1, 2012. The Company will use its best efforts to minimize split days off. A part-time employee is defined as an employee who works less than thirty (30) hours in a work week.

- i. In the case of Operators on runs, report, check-in, travel time, and except in split runs, meal periods shall be included in the computation of the forty (40) hour week.
- ii. In the Maintenance Department, employees' days off shall be consecutive, except that the Company has discretion to implement split regular days off for Class C Technicians. The amount of split days off shall not exceed twenty per cent (20%) of the number of Class C

Technicians assigned to fueling operations on the location pick. The computation of the forty (40) hour week or eight (8) hour day shall include meal periods and wash-up times.

- iii. Any Customer Service Representatives working a ten (10) hour shift shall be entitled to one (1) paid forty-five (45) minute meal period and two (2) fifteen (15) minute breaks. Customer Service Representatives shall not be entitled to any report, clear, accident, or travel time, and shall receive no guarantees of overtime hours for working prior to or subsequent to any regularly scheduled day of work.

(b) All employees who work in excess of forty (40) hours in any one (1) week, shall be paid for such excess at the rate of one and one-half (1 1/2) times his regular hourly rate of pay (overtime rates); all paid time shall count toward the computation of the forty (40) hour week.

(c) The work week for Customer Service Representatives shall consist of ten (10) hours per day, forty (40) hours per week, four (4) days of work with three (3) days off. Overtime at the rate of time and one half (1 1/2) the regular hourly rate will only be paid for work actually performed in excess of forty (40) hours per week.

(d) An employee working on his day off shall receive time and one-half (1 1/2) for not less than four (4) hours of work, regardless of the time worked during that week; except that:

- i. any Bus Operator working a regular day off (hereinafter referred to as "RDO") who is scheduled for Jones Beach work shall not be paid in the event the work is cancelled and the Company notifies the employee at least forty-five (45) minutes before the scheduled reporting time; all

cancellations and/or recalls must be verified in the presence of an employee authorized by the Company; a Bus Operator who is working an RDO, extra work, or extra board assignment who is required to cover a cancelled Jones Beach extra assignment will perform that assignment only as long as required or until released by the Company; in those cases, the RDO and extra work operator will be compensated in accordance with Article V, Section 1 (d) and (e). The extra board operator will revert to the extra board upon completion of the extra assignment or until released by the Company; in the event a Jones Beach extra work assignment is cancelled and the Company later determines that additional buses are required to meet service demands, the first cancelled Jones Beach extra operator will be afforded an opportunity to perform a Jones Beach extra assignment; this procedure will also apply to all subsequent cancellations; the Company will inform the cancelled Jones Beach extra operator of the new report time; the employee will be required to report for the new report time determined by the Company or forfeit the ability to work on that day; and

- ii. notwithstanding any provision contained in this Agreement or any appendix hereto to the contrary, an employee who is absent without leave on any of his regular scheduled five (5) work days in any payroll week shall not be paid overtime rates for any work performed on his regular day off during that week but shall be paid only at straight time rate.

(e) Except as provided in subsection (b) of this section, any Bus Operator who works prior to or after his regular picked run, shall receive a minimum of three (3) hours additional pay at regular time rates, except that a man who is not relieved at the end of his run shall continue to operate his bus to the next terminal and shall be paid at overtime rates for actual time involved in the additional trip.

(f) In the event the Company elects to curtail Jones Beach service by eliminating his run or any part thereof on any given day because of inclement weather, then such Bus Operator shall be treated for that day or the remainder of that day, as the case may be, as having picked an extra board-assignment for the same tour of duty as that of his cancelled run, and he shall be subject to open piece assignments by the Company during that tour after all other extra board operators have been used.

(g) Subject to the provisions of subsection (h) of this Section, open work shall be assigned to available extra board operators in accordance with Article VI, Section 2. All maintenance department overtime will be offered in seniority and preference order. The Scheduler will keep record of daily hours and offer overtime work to the mechanic having accumulated a lower value of hours. Records of work on all overtime shall be provided to the Union.

(h) Where volunteers are not available, the Company may mandate overtime provided that such overtime is to be distributed equitably among Bus Operators so that no Bus Operator is overloaded.

**Section 2. Extra Board/Vacation Relief Board.**

(a) Vacation relief (hereinafter referred to as "VR") is defined as a bid selection to cover the full week(s) of vacation of another operator. The vacation pick is included within the bid selection completed at year's end. The Company determines the number of VR bid picks. The

scheduler will compile the list of vacation weeks to be covered for the following week and post for the VR operators to pick, in seniority order, the work to be covered for the following week. This work will be posted on Friday, picked by 4:00 pm Wednesday and posted as final on Thursday.

(b) Any VR operator not assigned will be dovetailed into the Extra Board list of available drivers, maintaining seniority order, and select work within the Extra Board procedures. The VR operator will be responsible to work the entire weekly shift assuming the days off within the selection. Extra Board work is defined as all open extra work including, but not limited to, all terminal traffic, single day vacation, open work due to call-offs, stand by, and peak coverage. Any other unassigned piece of work will be considered Extra Board.

(c) The Scheduler will prepare the list of open work in order of report time, post the work for the operators to select in seniority order, and will notify the Union. The operators will sign a list of their preferences on the sheet prepared by the scheduler. If no choices remain, the operator may be assigned the highest paying run left available or issued a stand by time to report. The Scheduler will assign the work in seniority and preference order. The Scheduler will keep record of daily hours and assign O/T work to the operator having accumulated a lower value of hours. The sign up list will be removed by noon each day. The assigned work will then be posted by 2:00 p.m. each day for the next day. The Scheduler will also maintain a weekly hours worked count by each Operator. The Scheduler will use the data to limit the hours of the Extra Board Operators to forty (40) hours. This may cause the operator to work less than a full day so as to not exceed the forty (40) hours. The Department of Transportation (hereinafter referred to as "DOT") DOT Hours of Service rule will cause a rotation of work if an operator requires additional time off to meet the eight (8) hour rule criteria.

(d) Hold Down: A regular weekly run may come available as a hold down if the bid operator will be absent for seven (7) consecutive days. Hold down runs will be posted for an extra board operator or vacation relief operator to select and will be assigned by the scheduler to the most senior operator. The Hold down will be in effect for the entire time of absence and include the scheduled days off within the Hold down. An Operator completing a hold down will return to their original bid picked assignment.

Operators selecting or assigned to Stand by assignments will report at the designated time and be available for immediate dispatch. The Operator will be assigned to the first piece of work that becomes available. The Union will be notified once the hold down runs are posted.

**Section 3. Reporting and Check-In Time.**

(a) Every straight run appearing on the pick schedule shall include one (1) twelve (12) minute period a day for check-in and pre-trip and one (1) five (5) minute period a day for post-trip. Every split run appearing on the pick schedule shall include two (2) twelve (12) minute periods a day for check-in and pre-trip and two (2) five (5) minute periods a day for post-trip. A report and check-in time shall also be built into each open piece when the Bus Operator gets a new bus as well as regular runs.

(b) All reports shall be made at the garage.

**Section 4. Travel Time.** The Company's calculation of travel time will be included in run time.

**Section 5. Meal Period.**

(a) Every straight run appearing on the pick schedule and every shift of maintenance men shall be arranged by the Company to include thirty (30) minutes as a paid meal period. The meal period shall be as near as possible to the middle of the run or shift.



(b) The thirty (30) minute paid meal period shall include an additional three (3) minutes pull in time based on real time and five (5) minutes pull out time based on real time. It is the understanding of the parties that the additional three (3) minutes and five (5) minutes will be built into each Bus Operator's schedule.

i. In the event that a Bus Operator pulls in late, he must contact Command Center to inform it that he arrived late for his lunch. Command Center will then communicate to the Bus Operator the new adjusted start and end time of his meal period. It is the understanding of the parties that the three (3) minutes will be added to the new adjusted start time of his meal period and five (5) minutes will be added to the new adjusted end time of his meal period.

ii. All Bus Operators must be in their assigned bus at the end of their thirty (30) minute paid meal period in order to properly board all passengers during the extended five (5) minute pull out time.

(c) Any other run appearing on the pick schedule, other than a split run, of more than five (5) continuous hours shall include a paid meal period.

## **ARTICLE VI**

### **RAILROAD WORK AND JONES BEACH WORK**

#### **Section 1. Railroad Work.**

(a) All railroad work will be paid at the Bus Operator's line rate of pay.

(b) A Bus Operator doing railroad work, other than blueprint work, on his regular day off shall be paid time and one-half (1 1/2) after eight (8) hours provided he has actually left

the depot to perform work. An RDO Bus Operator who is marked up or called in and cancelled before he leaves the depot will receive five (5) hours pay.

(c) A Bus Operator who performs such non-blueprint railroad work prior to or after his regular work will receive a minimum of three (3) hours at time and one-half (1 1/2) and will receive straight time for all hours worked in excess of the first three (3).

(d) An extra board Bus Operator who performs such non-blueprint railroad work on his regular day is to be paid the line rate of pay for all hours worked and time and one-half (1 1/2) for all hours worked in excess of eight (8).

(e) A Bus Operator who performs such non-blueprint railroad work during his swing will be paid time and one-half (1 1/2) for all time worked with a guarantee of three (3) hours of time and one-half (1 1/2) provided the Bus Operator has the time necessary to allow this payment. Boost time will not be deducted from time worked to avoid the guarantee but will not be duplicated.

(f) A Bus Operator who is taken off his regular run and directed to do such non-blueprint railroad work during an emergency that has been declared by the Location Chief Operating Officer or his designee will not receive duplicate pay for such work. Bus Operators will be paid at time and one-half (1 1/2) for all hours worked in excess of their blueprint hours for the day. Management will use trippers before resorting to taking Bus Operators off regular runs and will consult with Shop Stewards, if they are on the property and immediately available, before selecting the runs to be affected.

(g) All Bus Operators performing such non-blueprint railroad work will receive time and one-half (1 1/2) after eight (8) hours of work, except for railroad charters.

**Section 2. Jones Beach Work.**

(a) All Jones Beach work will be paid at the Bus Operator's regular line rate of pay.

(b) The Jones Beach operation will be a separate operation apart from regular location operations, and normal seniority rules will apply.

(c) Bus Operators assigned to the location from which the Jones Beach run or Extra emanates shall be given first choice on that work. When that location runs out of available Bus Operators, then the other location(s) will provide "Regular Day Off" or "Extra Work" Bus Operators to do such Jones Beach work, regardless of location from which such work originates.

(d) Bus Operators assigned to a Jones Beach "Extra" will operate on any Jones Beach route per the instruction of the Service Quality Manager, regardless of whether the route originates from his location.

(e) Jones Beach "Blue Print Runs" will operate as scheduled.

(f) Bus Operators assigned to Jones Beach "Extras" will work until the run is no longer needed and the Bus Operator is released by the Jones Beach Service Quality Manager on duty.

(g) All Jones Beach runs operating prior to or after the "regular beach season" will operate as "Extras" rather than "Blue Print" runs.

**ARTICLE VII**

**MISCELLANEOUS PROVISIONS**

**Section 1. Uniforms/Work Shoes.**

(a) The Company and the Union shall have the right to make reasonable specifications for the uniforms and equipment providing for any patterns, color or quality or

material. Notwithstanding the provisions contained herein the Company retains the right to select and issue all uniforms.

(b) The Company, at its own expense, will provide or have provided to each Bus Operator a uniform, agreed upon with the Union as to pattern, color, and quality and material, consisting of the following items:

<u>Item</u>	<u>Number</u>
Trousers	5
Long-Sleeve Shirts	5
Short-Sleeve Shirts	5
Ties	1
Cap	1
Knit Hat	1
Safety Vest	1

The Company will give each Bus Operator an annual uniform credit of \$165.00. The cost of each item of uniform 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. Bus Operators will be allowed to purchase heavy winter coats from the Company at the prevailing cost to the Company if the Company is able to procure such coats.

Each Bus Operator shall ensure that at all times a set of triangles is on board the bus he or she is operating.

(c) The Company will provide each Maintenance Department employee with a uniform consisting of one (1) winter jacket and six (6) sets of pants and shirts. The Company will provide each part-time Maintenance Department employee with a uniform consisting of six (6) sets of pants and shirts. The Company will provide and pay for maintenance, including laundering,

of the pants and shirts. The Company will also provide full-time utility one (1) fire-rated coverall. The coverall must be worn by all employees assigned to the fuel line. Starting in 2018, the Company shall allow each Maintenance Department employee to receive a shoe voucher of \$195.00 every other year toward the purchase of new safety shoes (to be worn at all times while on duty), subject to paragraph (i) of this Section.

(d) The Company shall have safety glasses available in the shops for the use of all Maintenance Department employees who require them in doing their work. Where necessary, prescription-type glasses will also be made available. Maintenance Department employees shall wear and make use of Personal Protective Equipment (PPE), including but not limited to, safety glasses, reflective wear, shoes, gloves, shields, and facial masks as required by the Company.

(e) Rain gear shall be provided to Maintenance employees as needed based upon employment requirements.

(f) All Technicians shall receive an annual tool allowance of \$300.00 payable each January 1. An updated list of appropriate tools will be developed by management in consultation with the Union representatives and distributed to applicable employees. Any such employee shall be required to do road calls.

(g) Facility and Maintenance employees are excluded from the tool allowance provision of Article VII, Section 1, Subsection (f).

(h) Maintenance Department employees shall be allowed five (5) minutes wash-up time before lunch and five (5) minutes before the end of their shift for returning Company tools, putting away their tools, and washing up.

(i) Shoe Allowance. A shoe voucher shall be provided to employees to purchase shoes from vendors who have reached agreement with the Company. Vouchers shall not be

transferable from one year to another. Only shoes approved by the Company shall be made available to employees by the vendor and eligible to be purchased with the voucher. The dollar value of the vouchers are as follows:

- Bus Operators - \$155.00 (paid every other year)
- Maintenance Department employees - \$195.00 (paid every other year)
- Customer Service Department employees - \$95.00

**Section 2. Bereavement Pay.**

(a) An employee who suffers the death of his spouse or child shall be excused from work for up to four (4) days and shall be paid at his regular rate.

(b) An employee who suffers the death of his parent or parent-in-law, or brother or sister, or natural grandmother or grandfather, or grandchild, or any person residing in the household, shall be excused from work for up to three (3) days and shall be paid at his regular rate. "Any person residing in the household" is to be interpreted as meaning a person related by family ties with permanent residency in the household.

(c) The Company shall have the right to require proof of death and proof of relationship.

**Section 3. Leaves of Absence.**

(a) Employees may be granted limited leaves of absence upon application to the Company. The reasons must be justified and of an emergency nature involving illness or personal matters. The granting of such leave and the time of the same must be agreed to by the Company and the Union. An employee granted a leave of absence shall retain full seniority rights for the first ninety (90) days of said leave. No leave of absence shall be granted for the purpose of outside

employment. Any employee who during such leave of absence accepts outside employment, shall be deemed to have resigned, and if rehired, shall be deemed a new employee.

(b) If any member of the Union shall be elected or appointed to any office or position of responsibility within the Union which requires his absence from service of the Company for varying lengths of time, the Company will grant leaves of absence without pay to such employee for such absences, until such term of office or position of responsibility expires or is terminated. Upon completion of such leaves of absence, the employee must be physically capable of performing the work of his former position at the time of returning to same. It is understood that such leaves of absence may be had only for Union business. An employee on leave of absence for Union business shall be deemed to continue as an employee of the Company (i) for the purposes of any 401K plan of the Company of which he is a member at the time of taking the leave, provided and so long as the employee or the Union shall continue to pay his contribution required in respect to his membership under the plan, and (ii) for the purposes of any welfare benefits hereinafter provided.

(c) An employee taking leave under (b) shall retain full seniority.

(d) During an approved leave of absence, an employee must use all accrued and unused sick and vacation time.

(e) When an employee is on a leave of absence for a period greater than one (1) year, the Company will assess the status of the employee and engage in an interactive process. After the interactive process has been completed, the Company will issue a determination to the employee.

**Section 4. Military Leave.** The Company shall observe all state and federal legal requirements relating to military service.

**Section 5. Rules and Regulations.** The Union agrees that the employee will observe the rules and regulations promulgated from time to time by the Company. In the event the Company intends to promulgate any new rules or regulations, it shall mail a copy thereof to the Union five (5) days before posting the same.

**Section 6. Attendance in Court; Accident Reporting.**

(a) Any employee required by the Company to attend legal proceedings involving the Company shall be paid for the time lost. The Company also agrees to pay employees for the off-the-job time spent at the request of the Company in reporting any accident after the Company's first interview.

(b) Paid time due the employee pursuant to subsection (a) of this section shall be considered a part of the work day and the work week for purposes of computing overtime, except that if such time occurs on the employee's scheduled day off, he shall also be paid travel expenses incurred outside Nassau County.

**Section 7. Jury Duty.** Employees required to perform jury duty shall receive a full day's pay for each day served. Employees shall submit jury notices to the Company promptly upon receipt. Thereafter employees are required to furnish proof of jury service and to turn over to the Company the daily jury fee received for performing said jury duty, but not travel allowances.

**Section 8. Bulletin Board.** The Company shall furnish a bulletin board for the sole use of the Union at each location, and the Union shall have access thereto at all times for the posting of official Union notices, but such official Union notices shall be limited to announcements and shall contain nothing political or similarly controversial and in no circumstances shall reflect upon the Company or upon any of its officers or employees.



**Section 9. Pyramiding.** No employee shall be paid "overtime on overtime" or overtime on wage differentials for any purpose of this Agreement.

**Section 10. Lockers.** The Company shall provide a locker for the convenience and use of each employee at its own cost and expense; such locker shall be subject to search by the Company for good cause.

**Section 11. Compensation for Time Lost for Assaults While on Duty.**

An employee required to lose time due to injuries received in an unprovoked assault while on duty and engaged in the performance of his work shall receive the same pay he would have received had he been regularly employed for the first one (1) to fifteen (15) days of absence with the exception of pay for open pieces. Payment will be made if the employee provides medical documentation, and if requested by the Company, submits to the Company designated physician in order to qualify for this benefit. An employee who is robbed while on duty and engaged in the performance of his work will be reimbursed, upon satisfactory proof of loss, as follows:

- (a) Loss of watch, up to \$75.00.
- (b) Loss of money, up to \$75.00.
- (c) Loss of eye glasses up to \$500 replacement cost with original receipt.

**Section 12. Felonious Assault Coverage.** The Company agrees to procure felonious assault coverage as set forth in Exhibit "E" to this Agreement. .

**Section 13. Americans With Disabilities Act (ADA).** The parties agree to comply with the requirements of the Americans with Disabilities Act (ADA).

**Section 14. Medical Examinations.** Employees shall be compensated at their regular rate of pay for twenty (20) minutes subject to overtime provisions for required medical examinations

which are scheduled outside the employees' regular tours of duty when the examination is on premises. The parties will consult further if examinations are not on premises.

**Section 15. Commercial Driver License.** If the Company does not provide the employee with Commercial Driver License training (e.g., the Company does not provide in-house training), then the Company will reimburse the employee for all fees associated with obtaining the license as long as the employee obtains the training from a vendor approved by the Company. This reimbursement will be paid to the employee, on a one time basis, upon successfully passing the test. The Company will also reimburse employees for the full non-taxed fee associated with renewal of a Commercial Driver License. The Company will only reimburse employees who hold positions which require a Commercial Driver License.

**Section 16. Part Time Assignment Operations.** Part Time employees will be paid at the following regular rate of pay of sixty-five (65%) percent of top pay for full time operators. The Company may employ a maximum of forty (40) part-time bus operators.

(a) Employees employed to perform one or more of these types of service shall receive overtime pay in accordance with the provisions of the Fair Labor Standards Act and shall as a minimum standard be required to comply with motor vehicle licensing provisions.

(b) Employees hired for Part Time Bus Operator operations shall be recognized as Union members subject to dues provisions. Such employees will not receive any of the benefits described in the collective bargaining agreement and all work practices will be the subject of further discussions between the parties. The Company reserves all of its management rights with regard to limited assignment work.

(c) Part Time Bus Operator shall be on probation for six (6) months (one hundred and eighty days) from the first day of employment as described in Article III, Section 1(a) and (b) of this Agreement.

(d) Part Time Bus Operator employees shall be covered by the grievance and disciplinary procedures described in Article II, Sections 2 and 3 of this Agreement.

(e) All determinations of applicant qualifications remain the exclusive right of the Company in accordance with this Agreement.

## ARTICLE VIII

### HOLIDAYS AND VACATIONS

#### **Section 1. Holidays.**

(a) The following days, or days legally celebrated as such in lieu thereof, shall be paid holidays:

New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Labor Day, Independence Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, and the employee's birthday.

Work on a paid holiday is optional, unless there is an insufficient number of employees picking for the work to be performed that day, in which event uncovered work must be filled at each location in inverse order of classification seniority. Such optional work shall be made available on a classification seniority basis at each location with separate pick for each such holiday and with no requirement for rotation or for equalization of overtime. "Hawks" shall be included in holiday picks for Bus Operators with the following exceptions: 1) Bus Operators must not voluntarily pick the hawk if it violates the eight (8) hours of rest regulation, and 2) If a Bus

Operator is required to work the "hawk" due to their seniority which results in the Scheduling Department adjusting the Bus Operator's report time to satisfy the eight (8) hours of rest regulation, then the Bus Operator will be paid only for hours worked.

(b) Each employee who is not assigned to duty on a holiday listed above, shall be paid as follows:

- i. With respect to each Bus Operator having a regular run, each Bus Operator will be eight (8) hours paid or banked.
- ii. With respect to Extra Board Operators, eight (8) hours.
- iii. With respect to all other employees, he/she will receive eight (8) hours of pay.

(c) Employees on duty on any of such holidays will be paid as follows:

- i. A Bus Operator having a regularly assigned run on a holiday, or assigned to a supplementary run on a holiday, shall be paid straight time for eight (8) hours and time and one-half (1 1/2) thereafter, and, in addition, shall receive a day's pay computed as set forth in (b) (i) of this section, at the applicable time set forth therein.
- ii. All other employees assigned to work on a holiday will receive straight time for eight (8) hours and time and one-half (1 1/2) thereafter and, in addition, shall receive a day's pay computed as set forth in (b) (ii) and (b) (iii) of this section.

(d) Employees who are on leave of absence authorized pursuant to Section 3 of Article VII will not be paid for holidays occurring during their period of absence.

(e) An employee who by order of the Company is serving a suspension as a result of a disciplinary penalty which starts the day after the holiday or ends the day before the holiday, shall not be denied holiday pay, unless such suspension is the result of a fitness-for-duty test.

(f) When any such holiday falls within an employee's vacation or when any employee's birthday falls on the same day as another of such holidays, such employee shall receive eight (8) hours of pay.

(g) For the purpose of computing weekly overtime pay, a holiday falling within the employee's scheduled work week and permissibly not worked shall be deemed time worked and accordingly will be paid eight (8) hours.

(h) When the Company institutes a holiday schedule on any day other than the paid holidays above provided, employees who were otherwise scheduled to work that day but who are not required to work shall be paid eight (8) hours.

(i) An employee who picks to work or is assigned to work on a holiday and fails to work will receive no pay at all for the holiday unless such employee, at least two (2) hours before the commencement of his scheduled tour of duty on that day, notifies the appropriate supervisor that he will be unable to work because he is sick; in such cases the Company can require a doctor's note. The doctor's note must be dated within three (3) days of taking the sick day and must be given to the Company within three (3) work days from when the employee returned to work.

(j) Employees may not collect holiday pay and sick leave pay for the same day. Only sick pay will be payable for such day.

(k) No employee shall earn holiday pay unless the employee reports for and completes work on the holiday and on the scheduled work day prior to and after the holiday unless

an employee's failure to report for or complete work on any of these days is a result of the following:

- i. Sickness which is verified by medical documentation satisfactory to the Company,
- ii. Assault, injury or accident occurring during a tour of duty, or
- iii. Fitness for duty test.

(l) Employees who are absent from work on account of illness or disability and who have exhausted their sick leave (unless they are receiving Workers' Compensation benefits) shall be paid for holidays only in accordance with the following formula:

- i. Such employee with up to five (5) years of service at commencement of the absence will receive holiday pay for holidays falling within the first three (3) months of absence.
- ii. Such employee with five (5) to seven (7) years of service at commencement of the absence will receive holiday pay for holidays falling within the first four (4) months of absence.
- iii. Such employees with over seven (7) years of service at commencement of the absence will receive holiday pay for holidays falling within the first six (6) months of absence.

(m) Employees shall have the option of receiving pay for a holiday at the time it is earned or banking any such holiday pay. Holiday pay that the employee chooses to bank will be paid to the employee in a lump sum during the first week of January following the year in which it was earned. No holiday pay may be accumulated or carried over into the following year.

Employees who actually work on July 4th, Thanksgiving Day, Christmas and New Year's Day shall receive a \$3.00 per hour differential for all the hours actually worked.

(n) The Company agrees to promulgate a Standard Operating Procedure ("SOP") with regard to the use of banked holidays. The procedure shall permit use of banked holidays in conjunction with vacations and regularly scheduled days off and set forth a reasonable time period for review of such request. However, nothing agreed to herein nor subsequently contained in the SOP shall limit management's right with regard to final approval on use of banked holidays.

**Section 2. Vacations.**

(a) Vacation schedules shall be determined by the Company and shall be taken by the employees in periods of not less than one (1) week. All vacations shall start on Sunday.

(b) Employees who complete one (1) or more years of service shall receive the number of weeks of vacation with pay set forth below:

<u>Vacation Allowance</u>	<u>Service Requirement*</u>
1 Week	1 Year
2 Weeks	3 Years
3 Weeks	5 Years
4 Weeks	10 Years
5 Weeks	15 Years

\*Service requirements are subject to the provisions of the subparagraphs of this section.

Former MTA employees who begin work with the Company at the outset of operations on January 1, 2012 will carry their LI Bus Seniority for purposes of vacation allowances.

(c) For purposes of this section all years of service must be continuous (layoffs and leaves of absence disregarded).

(d) No employee shall be permitted to work during his vacation, except in accordance with the following: An employee will be permitted to reschedule into a vacant vacation pick or carry-over to the following vacation year any scheduled vacation week where the employee was hospitalized for non-elective reasons. Only blocks of five (5) days may be rescheduled or carried over.

(e) At the employee's option, an employee may elect to be paid for one (1) week vacation according to the following procedure:

- i. Prior to the annual system-wide pick for vacations, the employer will post a vacation cash-in option list.
- ii. Those employees who sign on this list shall receive one (1) week of vacation pay paid in January of the year after the vacation was accrued.

(f) Each of the vacation benefits hereinabove enumerated shall not be deemed earned until the full one (1) year, three (3) year, five (5) year, ten (10) year, or fifteen (15) year, as the case may be, shall have actually been completed, and shall be taken in each case in the next subsequent calendar year except as set forth in (h) below.

(g) Employees named on the general seniority list shall have their respective employment dates for the purpose of computing years of service and the extent of their entitlement to vacation determined by reference to the dates set forth in such exhibit opposite their names under the column entitled "For Vac. Purposes". Such employees earning additional vacation weeks prior to December 31 of any calendar year shall take such weeks in the same calendar year as the entitlement was completed, subject to Paragraph (i) below. All other employees shall have their years of service and extent of entitlement determined by reference to the January 1 next succeeding their date of last hire, and any such employee who at the close of business on



December 31 of the year subsequent to the year in which last hired has not completed one (1) full year of service, shall in lieu of a vacation in the following year be paid by check a sum equal to three and one-third (3 1/3) hours times his then hourly rate for each month or portion of a month in excess of fifteen (15) days which shall be elapsed from the date he was last hired to the said December 31.

(h) Vacation for each calendar year shall be picked in connection with the pick to become effective in January of that year. If the computation of entitlement to vacation (Subsection (g) above) shall entitle any employee, for the first time, to an additional week of vacation as of any date on or after November 1 of any year, and cases covered by Article VIII, Section 2(d), vacations may not be accumulated or carried forward.

(i) The weekly wage upon which vacation pay for any Bus Operator shall be based shall be the blueprint wage for the pick he made at the picking last preceding the date his vacation begins (open pieces excepted) and based on his current pick, multiplied by the number of weeks of vacation he is entitled to under this section; vacation pay for all other employees shall be computed on the basis of forty (40) hours at their then prevailing hourly rates, multiplied by the number of weeks of vacation they are entitled to under this section.

(j) Not more than eight percent (8%) of the Bus Operators at each depot on runs may be allowed to go on vacation in any given week.

(k) Vacation in the Maintenance Department will be spread evenly throughout the year.

(l) No more than one (1) Customer Service Representative may be on vacation during any given week.

(m) Employees who are absent from work on account of illness or disability and who have exhausted their sick leave shall receive vacation pay only in accordance with the following:

- i. If such employee works at least six (6) months of the twelve (12) month qualifying period for vacation, he will receive full vacation.
- ii. If such employee works less than six (6) months in the twelve (12) month qualifying period for vacation, his vacation pay will be reduced by one-sixth (1/6th) for each month less than six (6) that he worked.
- iii. If such an employee is absent and receiving Workers' Compensation, he will be deemed to have worked one (1) full year after the last day he actually worked for purposes of computing the amount of vacation pay to which he is entitled under (i) and (ii) above.

(n) An employee who is on leave of absence authorized pursuant to Section 3 of Article VII will not be granted any vacation during the continuance of such leave. An employee must be in active service immediately preceding the period for which he is granted a vacation.

(o) An employee who is dismissed on charges or who resigns while on charges or in anticipation thereof, shall not be entitled to collect termination pay or vacation pay, nor shall he have the date of termination of his employment postponed to allow him any vacation pay whatsoever, whether he shall have previously had a vacation in the vacation year or not.

(p) Facilities Maintenance employees shall receive vacation allowance based on years of service set forth in this Agreement. All vacation picks shall be spread evenly throughout the year. Facilities Maintenance Technicians shall select vacations by company-wide seniority

within their respective depot locations. No two (2) Facilities Maintenance Technicians shall be permitted to pick a vacation for the same week within the same location.

**Section 3. Termination Pay.**

(a) Termination pay shall be paid to an employee in addition to any vacation pay due him under Section 2 of this Article.

- i. Where the employee's services are terminated through no fault of his own, or because of his induction into the Armed Forces of the United States; or,
- ii. Where the employee who is going on leave of absence or resigning or retiring of his own volition and not because of, or in anticipation of, disciplinary action against him, shall prior to separation from service, make a request therefore; or
- iii. Who dies.

(b) Termination pay shall be computed as follows: For each month or major portion (over fifteen (15) days) thereof that shall have elapsed in the year in which the termination occurs, one-twelfth (1/12th) of the vacation pay he would have earned had he completed the full year of service, the vacation pay for this purpose being computed on the basis of an eight (8) hour day times the rate being earned by the employee at the time of termination.

**ARTICLE IX**

**RATES OF PAY**

**Section 1. Wage Rate for New Hires.** All employees regardless of classification, except as provided for in Section 2 and 4 below, shall receive during the first six (6) years of their

employment a percentage of the top rate of pay of the employee's title in accordance with the following schedule:

- 65% of top rate during first year of service
- 70% of top rate during the second year of service
- 75% of top rate during third year of service
- 80% of top rate during fourth year of service
- 90% of top rate during fifth year of service
- 95% of top rate during sixth year of service
- 100% of top rate during seventh year of service

Persons formerly employed by MTA for its LI Bus operations hired at the outset of Company operations on January 1, 2012 shall not be subject to the progression unless:

- (a) They are retirees in pay status, or
- (b) They had not reached top pay as employees of MTA LI Bus. Such employees will complete the four (4) year progression to the 100% rate of pay that they started under the Local 252-MTA agreement in effect when they were hired, rather than the six (6) year progression described above.

**Section 2. Bus Operators.** Persons formerly employed by MTA for its LI Bus operations hired at the outset of Company operations on January 1, 2012 will retain their former wage rates as set forth below:

**BUS OPERATORS RATES OF PAY**

Hired Prior To 07/29/1998

100%	26.9200
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Hired After 07/29/1998

37 <sup>th</sup> Month	22.8825
49 <sup>th</sup> Month	26.9200

Hired After-12/31/2004

Entrance	16.1575
7 <sup>th</sup> Month	17.5025
13 <sup>th</sup> Month	18.8450
25 <sup>th</sup> Month	20.1900
37 <sup>th</sup> Month	22.8825
49 <sup>th</sup> Month	26.9200
Part Time Bus Operator	sixty-five percent (65%) of top pay

(a) Training rates of pay for new employees will be at one-half (1/2) the entry level rate of pay or New York State Minimum Wage, whichever is greater.

(b) Bus operators shall be paid at the first level of the applicable wage progression on the first day of revenue training. Any transfer employee shall receive their previous paratransit rate of pay for training.

(c) Bus Operators shall be paid, in addition to the rates as referenced in Exhibit D – Rate Sheet of this Agreement, a differential of one dollar (\$1.00) per hour while breaking in a new Bus Operator.

(d) Bus Operators shall be paid a differential of one dollar (\$1.00) per hour for all hours he operates an articulated vehicle in service. Bus Operators shall receive training by the Safety and Training Department prior to the operation of the articulated vehicle.

(e) In the event that the Company acquires a bus shorter than forty (40) feet for use in fixed route service, the Union agrees that the parties will meet and confer on a proportional wage for operating that vehicle.

**Section 3. Maintenance Department.** Maintenance Department employees shall be paid in accordance with Exhibit D – Rate Sheet of this Agreement.

**MAINTENANCE DEPARTMENT RATES OF PAY**

Persons formerly employed by MTA for its LI Bus operations hired at the outset of Company operations on January 1, 2012 will retain their former wage rates as set forth below:

Hired Prior to 1/10/89

Class A Technician            28.6450

Includes Revenue System Repair Technician and Body technicians

Class C Technician            25.495

Utility                            24.9125  
    21.9775

Parts Clerk                      28.6450

Hired After 5/3/92 & Prior to 7/29/98

Class A Technician            28.6450

Includes Revenue System Repair Technician and Body technicians

Class C Technician            25.4950

Utility                            14.8950

Parts Clerk                      28.6450

Hired after 7/29/98

Class A Technician

Entrance 90%                    20.7725

13<sup>th</sup> Month 95%                21.9250

25<sup>th</sup> Month 100%                23.0800

Class C Tech                      20.5350

Parts Clerk	18.4325	19.1700	19.8400	20.5350
Utility				
Entrance 65%	living wage			
13 <sup>th</sup> Month 75%	living wage			
25 <sup>th</sup> Month 85%	13.1075			
37 <sup>th</sup> Month 100%	15.4175			
*Limited Assignment Utility	10.6600			

Class A Technicians hired after 1998 will receive the following wage increases to the top 25th month rate effective the first Sunday in April and after applying a general wage increase:

2017 (1st Year) - \$0.15 per hour

2018 (2nd Year) - \$0.30 per hour

2019 (3rd Year) - \$0.30 per hour

#### FACILITY MAINTENANCE TECHNICIANS RATES OF PAY

Persons formerly employed by MTA for its LI Bus operations hired at the outset of Company operations on January 1, 2012 will retain their former wage rates as set forth below:

##### Hired before 11/1/92

Level I	27.1150
	25.1125
Level II	22.4500

##### Hired After 8/1/93 & prior to 7/29/98

Level I	
Entrance 65%	16.3225
13 <sup>th</sup> Month 75%	18.8350
25 <sup>th</sup> Month 85%	21.3450

37 <sup>th</sup> Month 100%	25.1125
Level II	
Entrance 65%	14.5800
13 <sup>th</sup> Month 75%	16.8350
25 <sup>th</sup> Month 85%	19.0800
37 <sup>th</sup> Month 100%	22.4475
Level III	
Entrance 65%	living wage
13 <sup>th</sup> Month 75%	12.4325
25 <sup>th</sup> Month 85%	14.0900
37 <sup>th</sup> Month 100%	16.5775

Hired After 8/1/93

Level I	
Entrance 65%	16.8950
13 <sup>th</sup> Month 75%	19.4950
25 <sup>th</sup> Month 85%	22.0925
37 <sup>th</sup> Month 100%	25.9925
Level II	
Entrance 65%	15.1000
13 <sup>th</sup> Month 75%	17.4250
25 <sup>th</sup> Month 85%	19.7475
37 <sup>th</sup> Month 100%	23.2325
Level III	
Entrance 65%	11.1525
13 <sup>th</sup> Month 75%	12.8675
25 <sup>th</sup> Month 85%	14.5825
37 <sup>th</sup> Month 100%	17.1575



(a) Part-time Utility worker shall clean buses and a portion of the building facilities operated by the Company. The use of Part Time Utility workers for cleaning buses will commence simultaneously with the cleaning of the building facilities. The general terms and conditions of employment for limited assignment positions will be the same as provided in Article VI, Section 4 except for wages as described in Exhibit D – Rate Sheet of this Agreement.

**Section 4. Customer Service Representatives.**

(a) All Customer Service Representatives shall be entitled to receive the night differential payable under this Agreement.

(b) When required by a supervisor to work through a lunch period due to a high volume of calls, a Customer Service Representative shall be entitled to time and one-half (1 1/2) for such period.

(c) Customer Service Representatives shall be paid in accordance with Exhibit D – Rate Sheet of this Agreement.

**CUSTOMER SERVICE REPRESENTATIVES RATES OF PAY**

Persons formerly employed by MTA for its LI Bus operations hired at the outset of Company operations on January 1, 2012 will retain their former wage rates as set forth below plus rate increases:

<u>Hired Prior To 5/3/92</u>		
		18.2025
<u>New Hires After 5/3/92</u>		
Entrance	65%	11.8325
13 <sup>th</sup> Month	75%	13.6525
25 <sup>th</sup> Month	85%	15.4725
37 <sup>th</sup> Month	100%	18.2025

**Section 5. Rates of Pay Below the Top Rates.** Rates of pay below the top rates shall be adjusted in accordance with the appropriate progression schedule. Prequalification training rates will not be adjusted.

**Section 6. Wage Adjustments.** During the term of this Agreement wages stated in this Agreement will be increased on the dates specified below by the following percentages:

2017 Retroactive to first Sunday in April – 1.5%  
First Sunday in October – 1.5%

2018 First Sunday in April – 2.5%

2019 First Sunday in April – 2.5%

**Section 7. Night Differential.** A night differential of 2.5% per hour will be paid for work performed between 6:00 pm and 6:00 am.

## **ARTICLE X**

### **HEALTH AND WELFARE BENEFITS**

**Section 1.** (a) Transdev will continue to offer to all of its employees the health plan it proposed on November 2, 2011. Effective January 1, 2018, the amounts for the HCA portion of the plan are as follows: \$650.00 per year for employee plus dependent(s) and \$325.00 per year for individual coverage. The plan proposed on November 2, 2011 as described in this paragraph will be referred to as “The Transdev Plan”). Alternatively, Transdev will provide substitute plans if that is mutually agreed by the parties. Transdev will contribute 80% of the total cost of The Transdev Plan and employees will contribute 20% of the total cost of The Transdev Plan.

(b) Transdev will offer to all of its employees a high deductible plan without a HCA. Transdev will contribute 81% of the total cost of the Transdev High Deductible Plan and employees will contribute 19% of the total cost of the Transdev High Deductible Plan.

(c) Employees may opt out of The Transdev Plan. For employees who choose to opt out of The Transdev Plan, and instead wish to continue coverage under the NYSHIP plan as “vestees” (45 years old with 10 years of service), or as COBRA payees, Transdev will reimburse to those employees an amount equal to 80% of the amount that is the cost of The Transdev 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.

(d) The amount Transdev will pay to employees who opt out of The Transdev Plan under paragraph (b) above will be increased each year of the collective bargaining agreement by the same percentage as the cost of The Transdev Plan is increased each year of the agreement, so Transdev’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 Transdev Plan in a given year.

- i. In the event an employee is discharged and a grievance is filed by the Union grieving said discharge, the Company will continue health benefit coverage on his behalf during the processing of any grievance brought as a result of such discharge, provided that filing for an arbitration proceeding is commenced by the Union within forty-five (45) days after the date of an adverse decision of the Location’s Chief Operations Officer or his designee. Such forty-five (45) day period may be extended by agreement between the Union and the Company. Health coverage will cease once an arbitrator’s award is issued sustaining the employee’s discharge or a settlement of the grievance is reached and it is reduced to writing.

**Section 2. Waiting Period.** 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.

**Section 3. Cost Containment Measures.** Upon execution of this Agreement, the Company shall have the right to change health insurance providers in order to reduce the cost of providing Health and Welfare benefits, provided, however, benefits will be substantially identical and delivered in a manner equivalent to the current plan.

## **ARTICLE XI**

### **MANDATORY RETIREMENT**

The age at which employees may be required to retire shall be governed by applicable law.

## **ARTICLE XII**

### **SICK LEAVE**

(a) New employees hired before May 31 will receive three (3) paid sick days for the year. An employee hired from June 1 through September 30, will receive two (2) sick days. Employees hired October 1 through December 31 will not receive any sick days for the year in which he/she was hired.

(b) Subject to the limitations hereinafter set forth, on January 1 of each year, the Company will grant to each employee who shall have been continuously in its employ for at least one (1) year, and every employee who had worked for MTA's LI Bus service, sick leave with pay on each of his scheduled working days on which he is unfit for work on account of illness (excluding on-the-job injury), such sick leave allowance to be limited to up to eight (8) days in any calendar year.

<u>Year of Completed Service</u>	<u>Days of Sick Leave</u>
Less than two (2) years of completed service	3
2 <sup>nd</sup>	4
3 <sup>rd</sup>	7
4 <sup>th</sup>	8

In their first three (3) years of employment sick leave shall be pro-rated annually according to each employee's date of hire. For employees who had worked for MTA's LI Bus service and who begin work with the Company at the outset of operations on January 1, 2012, their years of service for sick leave accrual will include their years of service with MTA LI Bus. In no event shall sick leave be used before the common anniversary date of the first January 1st following the employee's date of hire.

(c) Pay for a sick leave day shall be computed at the employee's regular hourly rate of pay times eight (8) hours. No sick leave pay will be allowed for absences of less than a full working day of any employee. Any sick days taken with pay or any sick days paid to the employee in a lump sum shall be charged against the last sick days credited to such employee.

(d) Employees that are approved to receive disability benefits will not receive such benefits until all accumulated sick leave is used, and no employee shall receive more than one (1) day's pay for any day of illness.

(e) To be entitled for sick leave for any day on which he is absent from work because of illness, an employee, except where it is impossible to do so, must at least thirty (30) minutes before the commencement of his scheduled tour of duty for that day, cause notice of the illness and the place and telephone number where he can be found during such illness, to be given by telephone, messenger, or otherwise to his appropriate supervisor. Except where it is impossible

to do so, failure to cause such notice to be given shall deprive the employee of his right to be paid for such tour of duty.

(f) The Company reserves the right to investigate any or all employees reporting sick.

(g) An employee who is absent due to illness for whom a replacement is necessary, shall notify his appropriate supervisor of his intent to return to duty by twelve noon (12:00 pm) on the day preceding his return to duty, in order to be entitled to return to work.

(h) All sick days earned and unused up to a total of eight (8) days in any contract year during the term of this Agreement, at the option of the employee, will be paid in a lump sum following the year in which it was earned or allowed to accumulate. Should any employee voluntarily or involuntarily terminate his employment with the Company or retire, no accumulated sick pay can be used or paid to the employee.

(i) The parties agree to waive the requirements of the New York City Earned Sick Time Act.

(j) All current employees (hired as of 4/15/17) who were not eligible for four (4) or more sick days in 2017, will receive one (1) sick day upon ratification of this Agreement. The one (1) sick day shall be used during the 2017 calendar year. If the employee does not use the sick day in the 2017 calendar year, then the sick day will be paid out in accordance with the renamed Article XII, Section (h) of the CBA.

### ARTICLE XIII

#### MEDICAL

(a) The Company may send a doctor or other representative of its own choosing to the home of an employee when he has reported sick.

(b) At the election of the Company, generally or in any specific case, an employee who is out more than five (5) working days shall be required to produce a doctor's certificate before being allowed to return to work, such certificate to indicate that the employee is able to go back to the work in which he was engaged prior to such absence.

(c) In the event the employee is granted a leave of absence of sixty (60) days or more for any reason, the Company may require him to report for a medical examination by a doctor approved by the Company before returning to work.

(d) The Company shall have the right to require employees to submit to medical examinations as required by law. The Company shall also have the right to require the examination of any employee when it has reason to believe he may be medically unfit to do his work. If as a result of any such examination, a dispute arises as to his fitness, the employee shall have the right to have the findings of the Company designated physician reviewed by a physician of his own choice. If there is a difference in medical opinions, an impartial third party doctor will make the final determination.

(e) In the event that an employee who has been absent from work because of a heart attack or a defect, illness, disability or disease relating to the heart submits a doctor's certificate stating he is able to return to the work in which he was engaged prior to such absence, then such employee shall be promptly examined by a doctor designated by the Company. If that designee also finds that the employee is able to return to work, then he shall be permitted to do so immediately. Should he not so find, however, then the final determination as to the employee's then ability to perform the work in which he was engaged prior to such absence shall be made by an impartial heart specialist agreed upon by and between the Company and the Union.

(f) If the Company does not take action on an employee's request to return to work after an absence on account of illness or disability (by either granting or denying such request), within five (5) business days after it receives a letter from the employee's doctor stating that he is able to return to work in which he was engaged prior to the illness or disability, then, for the period subsequent to such request and prior to the taking of such action, the Company will pay to the employee the difference between the amount the employee receives as disability benefits and the amount of pay which he would have been entitled to had he been working regularly at his usual hours, provided, however, that in the event such employee has exhausted his disability benefits, then the Company shall be obligated to pay to the employee the total pay to which he would have been entitled to had he been working at his usual hours during such period.

#### ARTICLE XIV

##### PAYROLL WEEK AND PAY DAY

**Section 1. Payroll Week.** 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.

**Section 2. Payroll is paid weekly.** Conversion to a bi-weekly payroll will be preceded by no less than thirty (30) days' notice to the Union. Hourly employees will have the option of direct deposit or pay cards subject to submitting proper authorization.

#### ARTICLE XV

##### SAFETY

(a) An employee involved in a preventable accident will be required to attend Company retraining. The employee shall be paid at his regular rate. Attendance in place of his



regular run or any part thereof shall be compensated in such a manner that he does not lose any part of his blueprint wage.

(b) All employees must attend monthly and/or quarterly Safety Rallies. Employees who attend Safety Rallies will receive their regular rate of pay and a differential of one dollar (\$1.00) per hour.

- i. Any employee who does not attend the Safety Rally will be assessed one-half (1/2) point under the Company's Attendance Policy.
- ii. The Company will schedule Safety Rallies throughout the week to ensure employees can attend these meetings during their scheduled work day.
- iii. A make-up meeting will be scheduled for those employees who miss the Safety Rally.

(c) Whenever a maintenance road call is to be made to a hazardous area during the time period between 6:00 p.m. and 6:00 a.m., two (2) maintenance employees will be sent out on the call, unless a bus operator or a supervisor is present at the location.

(d) Maintenance Department employees will not be mandated to attend quarterly safety rallies; however, all Maintenance Department employees will be mandated to attend specially designed Safety/OSHA meetings scheduled during their shift. Maintenance Department employees who attend these meetings will be paid their regular hourly rate.

(e) All employees must attend required refresher trainings if needed.

## ARTICLE XVI

### PASSES

The Company will furnish a pass to each employee and his or her spouse for free passage on any Company operated bus operating out of a Nassau or Suffolk County location. Such

pass shall be issued and accepted subject to conditions printed on the reverse side thereof and may be required to be renewed periodically.

## ARTICLE XVII

### NOTICES

All notices permitted or required by the terms and conditions of this Agreement to be given in writing either to the Company or the Union shall be given at the following addresses, to the attention of the following identified persons, until such time as the Company or the Union, as the case may be, shall, upon not less than thirty (30) days' written notice to the other, designate a new address or a new person to whose attention all notices shall thereafter be directed:

TRANSDEV SERVICES, INC.  
700 Commercial Avenue  
Garden City, New York 11530  
ATTENTION: Chief Executive Officer

TRANSPORT WORKERS UNION, LOCAL 252  
1377 Motor Parkway, Suite 200  
Islandia, New York 11749  
ATTENTION: President

## ARTICLE XVIII

### NO THIRD PARTY BENEFITS

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon any person, firm or corporation, other than the parties hereto and those employees of the Company who are members of the bargaining unit represented by the Union hereunder, (and the beneficiaries, heirs, and legal representatives of such employees) any right, remedy, claim or benefit under or by reason of this Agreement or of any term or condition hereof.

**ARTICLE XIX**

**RETIREMENT**

**Section 1.** Transdev will provide a 401K plan with employee/employer contributions.

**Section 2.** All full-time and part-time employees covered by this collective bargaining agreement shall be eligible to participate in the Company's sponsored 401(k) plan the first day of the quarter following ninety (90) days of employment.

**Section 3.** For new hires (not former MTA LI Bus employees on 12/31/11) Transdev shall match employee contributions at the rate of 50% up to a maximum of 6% of the employee's deferral (3% maximum Transdev matching contribution).

**Section 4.** For former MTA LI Bus employees as of 12/31/11 and hired by Transdev as of 1/1/12 (for purposes of this Article only those employees will be referred to as grandfathered employees), Transdev shall match at a rate of 100% up to maximum of 3% of the employee's deferral (3% maximum Transdev matching contributions). Transdev will also make an additional 2% contribution for all grandfathered employees, regardless if they participated or not.

**Section 5.** Transferees from LI Bus on January 1, 2012 are immediately eligible for participation in the 401K plan and Transdev will recognize prior service for vesting purposes. New hires are eligible beginning the first day of the quarter following completion of ninety (90) days of employment.

**ARTICLE XX**

**AUTHORITY TO EXECUTE CONTRACT**

The officers of the labor organization executing this Agreement represent that they are fully empowered to do the same on behalf of their organization.

## ARTICLE XXI

### THE TRANSDEV ATTENDANCE POLICY

Exhibit "B" attached hereto and made a part hereof contains the Transdev Attendance Policy and past practices in existence prior to the execution of this Agreement which shall be continued under this Agreement, all other past practices shall be void effective January 1, 2012.

## ARTICLE XXII

### DRUG USE VIOLATIONS

The parties agree that a confirmed positive result in 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 XXIII

### ACCIDENT REVIEW BOARD

The parties agree to the creation of an Accident Review Board (ARB).

**Section 1. Purpose.** Accidents/incidents will be judged by Transdev as to preventability or non-preventability as soon as possible after the accident/incident occurs. Transdev shall issue to the employee a notification as to whether the accident has been deemed preventable or non-

preventable. The purpose of the ARB is to allow an employee to appeal the determination made by Transdev that the accident/incident in which he/she was involved was preventable.

**Section 2. Application of National Safety Council Guidelines.** The ARB is convened within the scope of National Safety Council (NSC) Guidelines. This is generally understood to be a reexamination of the facts leading to an accident/incident which was determined by Transdev as preventable, with the possibility of reversal.

**Section 3. ARB Member Composition.** The ARB shall consist of five (5) representatives: two (2) chosen by Transdev, two (2) chosen by the Union and a mutually agreed upon Neutral Safety Specialist.

- (a) The two (2) representatives chosen by the Union will be randomly selected from a pool of applicants meeting the following criteria:
  - i. Must have three (3) years driving experience with Transdev/NICE Bus;
  - ii. Must have no preventable accidents within two (2) years prior to the date of appointment;
  - iii. Must have no disciplinary actions within two (2) years prior to the date of appointment;
  - iv. Must have completed required training provided by Transdev involving the National Safety Council's interpretation of determining accident preventability provided by Transdev.

The Neutral Safety Specialist is defined as a person, not an employee, who is or was in a safety position (i.e., New York Department of Public Safety, DOT, Police Officer, etc.). This person shall also act as the Chairperson of the ARB.

**Section 4. Costs and Payment of Wages.**

(a) The cost of the outside Neutral Safety Specialist will be borne equally by Transdev and Local 252.

(b) Transdev will pay the two (2) employees chosen by the Union as ARB members their regular rate of pay for all time spent serving as ARB members including time spent training.

(c) Transdev will not pay wages for employees requesting an appeal before the ARB nor will it pay the wages of a Union Steward who represents an employee at the ARB meeting.

**Section 5. Frequency of ARB Meetings.** The ARB will meet monthly, if necessary. The meeting date will be determined by the Transdev Safety Department after consultation with the Union.

**Section 6. ARB Review Process.**

(a) Employees who wish to appeal Transdev's determination must complete and submit the appropriate ARB request form to a Transdev Safety & Training Department Representative within five (5) working days of being notified that the accident/incident he/she was involved in was determined to be preventable. Any employee may, at his/her own option, and on his/her own time, submit supplementary reports in order to provide new or additional material pertinent to the accident/incident. All additional material must be submitted by the employee no later than seventy-two (72) hours prior to the ARB meeting.

(b) Employees presenting their appeal to the ARB must select a time outside their work schedule to participate in the ARB hearing.

(c) Seven (7) days before the ARB convenes, the Safety Department will post a list of employees' names that have requested their cases to be reviewed by the ARB. This list will also be provided to the Union President.

(d) Employees who have submitted their ARB request forms and additional materials will have until one (1) day before the ARB convenes to sign up with the Transdev Safety & Training Department Representative for specific time slots. Failure to sign up may preclude the employee's appeal from being heard.

(e) Unless previously agreed, if either party, the Union or Transdev, fail to show or participate in the scheduled ARB meeting, the ARB will proceed with the members present at the meeting. The members will review all appeals before them and their vote on the preventability or non-preventability of the accident/incident will be final.

**Section 7. Presentation Procedure.** The Transdev Safety Department Representative will provide insight to the ARB regarding why an accident was deemed preventable.

The employee or Union Steward in their absence will then be provided an opportunity to present any evidence including but not limited to mitigating circumstances and/or supplementary reports relating directly to the preventability of the accident/incident under appeal.

Members of the ARB will be allowed to ask questions and/or request clarification, from both the Safety Department and the employee or Union Steward.

Upon completion of the presentation, all non-ARB members must leave the room.

After thoughtful deliberation, each ARB member will cast a secret ballot indicating their decision (Preventable or Non-Preventable).

The majority decision of the ARB stands and in the case of a tie, the ARB Chairperson will cast the deciding vote. ARB decisions are the final determination of whether an accident/incident was preventable or non-preventable.

**Section 8. Resignation, Dismissal or Disqualification from the ARB.** Board members may resign from the ARB at any time. A Board member may be disqualified from the ARB if they fail to continue to meet the minimum qualifications indicated above.

#### **ARTICLE XXIV**

#### **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", "B" AND "C" ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day

and year first above written.

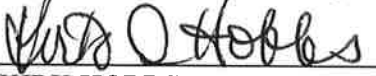
**TRANSPORT WORKERS UNION,  
LOCAL 252, AFL-CIO**

By:   
DEBRA HAGAN  
PRESIDENT

**LOCAL 252 COMMITTEE**

By:   
DAN BUSA

By:   
TOM CALLAGY

By:   
KIRK HOBBS

By:   
MARLON HUTCHINS

By:   
ROBERT ITCHKOW

By:   
STEVE MELENDEZ

By:   
JAMES MOBLEY

By:   
SUSAN SBLENDORIO

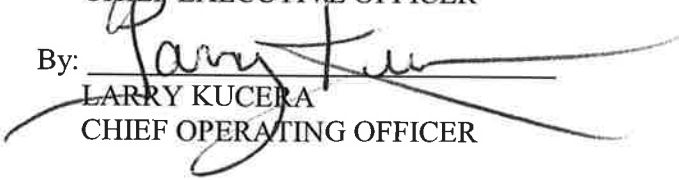
By:   
CHARLES SHEPPARD

By:   
JOSEPH SQUIRES

By:   
GEORGE WHITING

**TRANSDEV SERVICES, INC. /NICE BUS**

By:   
JACK KHZOUZ  
CHIEF EXECUTIVE OFFICER

By:   
LARRY KUCERA  
CHIEF OPERATING OFFICER

**EXHIBIT "A"**

**AUTHORIZATION FOR DEDUCTION OF DUES  
LOCAL 252 TRANSPORT WORKERS UNION  
TRANSDEV SERVICES, INC.**

**UNION'S COPY**

I hereby authorize TRANSDEV SERVICES, INC. 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

**TRANSDEV SERVICES, INC.**

I hereby authorize TRANSDEV SERVICES, INC. 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"

### **TRANSDEV ATTENDANCE POLICY**

Transdev has an obligation to their passengers, clients and employees to provide on-time, courteous and safe service. Passengers have the right to expect service performance meeting the posted and advertised schedules. Clients expect all contract provisions to be adhered to without interruption and employees need the same sense of teamwork that is created when all employees are at work performing their collective duties.

Transdev has an attendance policy based on the concept that appropriate standards of attendance enhance the quality of service. The absence of an employee increases the workload on other employees and may result in delayed runs, less efficient service, unnecessary overtime expenses and poor morale.

The goal is to provide a safe and effective service to our employees and customers alike. All employees are capable of performing their jobs and it is not acceptable for any employee to have excessive absences. In the cases of excessive absenteeism, Transdev has no alternative but to issue corrective up to and including termination.

The incentive for outstanding attendance is:

Employees will receive a pay-out of unused sick days to a maximum of eight (8) days in January following the year in which the sick days were earned.

After an employee has exhausted their allotted sick days as per Article XII – Sick Leave of the collective bargaining agreement, the employee will be assessed points for absences. In addition, an employee will be assessed points for other infractions as referenced below. The point values are as follows:

a. Authorized Absences	0 points
b. Late for Scheduled Shift, 3 minutes or more	1 point
c. Late for Scheduled Shift and Sent Home	2 points
d. Fail to complete at least 50% of Shift	1 ½ points
e. Fail to complete Entire Shift	1 point
f. Absence with Timely Call In, each Additional Day is (1) Point to a maximum of (3) points	1 point
g. No Call, No Show	3 points
h. Fail to Attend Safety Rally	½ point

All Bus Operators failing to report to work within three (3) minutes of the scheduled report will be replaced by an Extra Board Operator. The late Operator may be placed on the Extra Board for the remainder of the day. The late Operator may be assigned to work at the discretion of the Service Quality Manager. This Operator may be assigned to an open piece of work, held at the office as an Extra or sent home without additional pay for the day.

Bus Operators who attend each safety rally, will be able to reduce points assessed under this policy by one-half (1/2) point. An employee may earn a maximum of two (2) points in one (1) year. An employee can choose when the one half (1/2) point can be used and such points cannot be transferred or used by another employee.

The official progressive warning alerts will be issued to Bus Operators and Maintenance Department employees as follows:

- (1) At 4 points, a written notice, including re-instruction, will be issued to the employee by the Supervisor/Manager in a formal hearing.
- (2) At 6 points, a FINAL written notice, including re-instruction, will be issued to the employee by the Supervisor/Manager in a formal hearing.

(3) At 8 points, a FINAL written notice (if necessary), including re-instruction, will be issued to the employee by the Supervisor/Manager in a formal hearing.

(4) At 9 points, the employee will be terminated.

Emergencies:

An absence will be excused whenever written verification is submitted substantiating a bona fide emergency which prevented the employee from reporting to work on time. Such written verification must be submitted, along with any documentation that substantiates the absence, within seventy-two (72) hours from the time the employee first reports for duty following the absence.

The burden of proof rests with the employee. Management will review and make a final determination. Examples of such emergencies include auto accidents, home fire, and an illness requiring emergency treatment or hospitalization. If approved, such absence will be deemed as an approved absence.

Rules:

Points disappear on a rolling twelve (12) month period. A deduction of one (1) point will be automatic following each rolling thirty (30) day period of perfect attendance. There is no negative value to be earned less than zero points.

Definitions:

“Authorized Absences”

The Company and Union agree the following categories are considered authorized and will earn no points and be considered non-disciplinary:

- Bereavement Leave
- Approved FMLA Family Medical Leave Act

- Holidays if off duty
- Claims of Disability subject to Law
- Jury Duty
- Approved Leave of Absence
- Documented Military Leave
- Approved Banked Holiday request off
- Suspension, Disciplinary Actions
- Approved Vacation
- Workers' Compensation Hearings and Procedures
- Subpoena Court Matters
- Union Release Time
- Any Other Approved Time Off

**“Late for Schedule Shift”**

An employee who is late three (3) or more minutes for his or her scheduled shift. The employee may be able to complete the regular schedule work but the decision is based solely upon the need of the business at the time. The employee may also be sent home or assigned to any other available work as determined by the Supervisor.

**“Failure to Complete Entire Shift”**

An employee finishes more than half of his or her scheduled shift but does not complete the entire shift due to reasons that are not created by system demands.

**“Failure to Complete At Least 50% of Shift”**

An employee fails to complete at least 50% of his or her shift due to reasons that are not created by system demands.

**“Absence (Called-In)”**

An employee has called in absent for sickness/illness. Consecutive days of absence for sickness/illness will accumulate at one (1) point for the first day and one (1) point the following day until a maximum of three (3) points are earned. An employee absent for three (3) or more consecutive days will only earn three (3) points. An employee absent for five (5) days or more will be required to provide a Doctor’s note. The Company may require the employee to see the approved Company designated physician if additional clearance is necessary.

**“No Call, No Show (NCNS)”**

An employee fails to show for assigned shift without calling to notify the proper manager. Three (3) consecutive days of “No Call, No Show,” or three (3) NCNS within any rolling twelve (12) month period will result in termination.

**EXHIBIT "C"**

The parties agree Transdev will provide the following supplemental benefits:

i. Life Insurance:

Employees will receive both basic life and ADD&D coverage-each equal to 1x their basic annual earnings, up to a maximum benefit of \$500,000. Employees will be taxed on the cost (as imputed income) of any Company paid Basic Life and ADD&D Insurance over \$50,000.

ii. Supplemental Life and ADD&D Insurance:

Employees may elect Supplemental Life and ADD&D Insurance coverage for themselves equal to 1,2,3,4, or 5 times their basic annual earnings, up to a maximum benefit of \$500,000. Employees pay the cost of this coverage. The rates are age-based and are available each year during the annual enrollment period.

iii. Supplemental Life & ADD&D Insurance – Dependents:

If an employee elects Supplemental Life and ADD&D Insurance for themselves, they may also elect Supplemental Life and ADD&D Insurance for:

a. Spouse or qualified domestic partner: equal to \$15,000, \$25,000 or \$50,000 as they choose. Employees pay the cost of this coverage. Rates are age-based and are available each year during annual enrollment period.

b. Child(ren): equal to \$5,000 or \$10,000, as they choose. Rates are age-based and are available each year during annual enrollment period.

Life insurance is subject to guaranteed issue (GI) amount: 3x basic annual earnings or \$250,000, whichever is less, for your own coverage and \$25,000 for spouse.

Employees must provide evidence of insurability that is approved by the insurance



company before any coverage that you may elect over and above the GI amounts will take effect.

iv. Disability benefits:

Disability benefits will be paid in accordance with the State law

v. Vision Care:

The Company will provide a group Vision plan. The percentages the Company will contribute toward the vision plan are:

Company: 80%

Employee and all dependent tiers: 20%

vi. Opt-Out Program:

Employees whose health insurance expenses are covered by the spouse's health benefit plan or by another means (i.e. independent policy) may elect to receive a financial incentive for declining health insurance with the Company. Employees who decline coverage will receive the following incentives:

Tier	Annual Incentive:
EE Only:	\$1200.00
EE + Spouse	\$2300.00
EE + Child(ren)	\$2200.00
Family	\$3550.00

vii. Dental:

The Company will provide the group dental plan presented to the Union on November 10, 2011. The percentages the Company will contribute toward the dental plan are:

Company: 80%

Employee and all dependent tiers: 20%

viii. 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.

**EXHIBIT "D"**

**RATE SHEETS**

**Rate Chart Beginning April 2017**

<b>Rate Chart Beginning April 2017</b>					
<b>Operators</b>		<b>4/2/2017</b>	<b>10/1/2017</b>	<b>4/1/2018</b>	<b>4/7/2019</b>
Training		\$10.4452	\$11.0000	\$11.0000	\$12.0000
Start	65%	\$20.8905	\$21.2038	\$21.7339	\$22.2773
13th	70%	\$22.4974	\$22.8349	\$23.4058	\$23.9909
25th	75%	\$24.1044	\$24.4660	\$25.0776	\$25.7046
37th	80%	\$25.7114	\$26.0970	\$26.7495	\$27.4182
49th	90%	\$28.9253	\$29.3592	\$30.0931	\$30.8455
61st	95%	\$30.5322	\$30.9902	\$31.7650	\$32.5591
73rd	100%	\$32.1392	\$32.6213	\$33.4368	\$34.2727
<b>Part Time Operators</b>	65%	\$20.8905	\$21.2038	\$21.7339	\$22.2773

<b>Utility</b>		<b>4/2/2017</b>	<b>10/1/2017</b>	<b>4/1/2018</b>	<b>4/7/2019</b>
start	65%	\$11.9594	\$12.1387	\$12.4422	\$12.7533
13th	75%	\$13.7993	\$14.0062	\$14.3564	\$14.7153
25th	85%	\$15.6392	\$15.8737	\$16.2706	\$16.6773
37th	100%	\$18.3990	\$18.6750	\$19.1419	\$19.6204
<b>Part Time Utility</b>		\$12.7274	\$12.9183	\$13.9800	\$14.3295

<b>Class A Tech</b>		<b>4/2/2017</b>	<b>10/1/2017</b>	<b>4/1/2018</b>	<b>4/7/2019</b>
start	90%	\$24.9281	\$25.3020	\$26.2046	\$27.1297
13th	95%	\$26.3130	\$26.7077	\$27.6604	\$28.6369
25th	100%	\$27.6979	\$28.1134	\$29.1162	\$30.1441

<b>Class B Tech</b>		<b>4/2/2017</b>	<b>10/1/2017</b>	<b>4/1/2018</b>	<b>4/7/2019</b>
start	90%	\$23.4360	\$23.7875	\$24.3822	\$24.9918
13th	95%	\$24.7380	\$25.1091	\$25.7368	\$26.3802
25th	100%	\$26.0400	\$26.4306	\$27.0914	\$27.7686

<b>Class C Tech</b>		<b>4/2/2017</b>	<b>10/1/2017</b>	<b>4/1/2018</b>	<b>4/7/2019</b>
		\$24.5095	\$24.8771	\$25.4991	\$26.1365

<b>Parts Clerk</b>		<b>4/2/2017</b>	<b>10/1/2017</b>	<b>4/1/2018</b>	<b>4/7/2019</b>
start	89.76%	\$21.9997	\$22.3297	\$22.8880	\$23.4602
13th	93.35%	\$22.8796	\$23.2228	\$23.8034	\$24.3985
25th	96.62%	\$23.6811	\$24.0363	\$24.6372	\$25.2531
37th	100%	\$24.5095	\$24.8771	\$25.4991	\$26.1365

<b>Facility Tech 1</b>		<b>4/2/2017</b>	<b>10/1/2017</b>	<b>4/1/2018</b>	<b>4/7/2019</b>
start	65%	\$20.1663	\$20.4688	\$20.9805	\$21.5050
13th	75%	\$23.2688	\$23.6179	\$24.2083	\$24.8135
25th	85%	\$26.3713	\$26.7669	\$27.4361	\$28.1220
37th	100%	\$31.0251	\$31.4905	\$32.2777	\$33.0847

**Rate Chart Beginning April 2017**

<b>Facility Tech 2</b>		<b>4/2/2017</b>	<b>10/1/2017</b>	<b>4/1/2018</b>	<b>4/7/2019</b>
start	65%	\$18.0232	\$18.2935	\$18.7509	\$19.2197
13th	75%	\$20.7960	\$21.1079	\$21.6356	\$22.1765
25th	85%	\$23.5688	\$23.9223	\$24.5204	\$25.1334
37th	100%	\$27.7280	\$28.1439	\$28.8475	\$29.5687

<b>Facility Tech 3</b>		<b>4/2/2017</b>	<b>10/1/2017</b>	<b>4/1/2018</b>	<b>4/7/2019</b>
start	65%	\$13.3126	\$13.5123	\$13.8501	\$14.1963
13th	75%	\$15.3607	\$15.5911	\$15.9809	\$16.3804
25th	85%	\$17.4088	\$17.6699	\$18.1116	\$18.5644
37th	100%	\$20.4809	\$20.7881	\$21.3078	\$21.8405

<b>Revenue Repair Tech</b>		<b>4/2/2017</b>	<b>10/1/2017</b>	<b>4/1/2018</b>	<b>4/7/2019</b>
start	90%	\$24.7931	\$25.1650	\$25.7941	\$26.4390
13th	95%	\$26.1705	\$26.5631	\$27.2271	\$27.9078
25th	100%	\$27.5479	\$27.9611	\$28.6601	\$29.3767

<b>Customer Service Reps</b>		<b>4/2/2017</b>	<b>10/1/2017</b>	<b>4/1/2018</b>	<b>4/7/2019</b>
		\$21.7299	\$22.0559	\$22.6073	\$23.1725

**MEMORANDUM OF UNDERSTANDING**  
**TO THE COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**TRANSDEV SERVICES, INC.**  
**d/b/a NASSAU INTER-COUNTY EXPRESS, NICE BUS**  
**AND**  
**TRANSPORT WORKERS UNION OF AMERICA, LOCAL 252, AFL-CIO**  
**August 15, 2017**

The following Memorandum of Understanding is entered into between the Company and the Union for the purpose of clarifying the required skills, tasks, assignments and qualifications of Class A, Class B and Class C Technicians in the Maintenance Department.

A. Class A Technicians

1. Class A Technicians are required to have a Commercial Driver's License as a condition of employment.
2. Class A Technicians must be able to perform the following tasks/assignments:
  - a. Fuel system maintenance, diagnostics and repairs: Must be able to perform all necessary fuel system inspections, maintenance, diagnostics and repairs. As a result, Class A Technicians are required to pass CNG inspection training.
  - b. Engine maintenance, diagnostics and repairs: Must be able to perform all necessary engine related inspections, maintenance, diagnostics and repairs which include removal and replacement of the engine. Must also be able to perform engine tune-ups following the Company's established procedures. Must also be capable of using diagnostics software. This does not include engine overhauls.

- c. Transmission maintenance, diagnostics and repairs: Must be able to perform transmission related inspections, maintenance, diagnostics and repairs which include removal and replacement of the transmission. This does not include transmission overhauls.
- d. Cooling system maintenance, diagnostics and repairs: Must be able to perform all necessary cooling system inspections, maintenance, diagnostics and repairs. This includes other systems that may be involved with the coolant system such as HVAC, engine and transmission systems in which the coolant/antifreeze is a part of the system.
- e. Electrical/Multiplex system maintenance, diagnostics and repairs: Must be able to perform electrical troubleshooting and multiplex system inspections, maintenance, diagnostics and repairs. This includes but is not limited to troubleshooting electrical open circuits using a multimeter. Must have a firm knowledge of OHM's law and ability to perform load tests, amperage tests, resistance and voltage checks on all bus systems. Must have the ability to read electrical schematics. Must be capable of using multiplex system software. Must also perform charging system diagnostics, battery maintenance, testing and component removal and replacement.
- f. Brakes/Air Systems: Must perform brake and air system inspections, maintenance, diagnostics and repairs which include ABS systems. Must be capable of reading air system schematics and performing manufacturer's and the Company's recommended maintenance and testing. These tasks also include the ability to perform brake relines as per the Company's standards.

- g. Steering and Suspension systems: Must be able to perform steering and suspension system inspections, maintenance, diagnostics and repairs.
- h. Fire suppression system: Must be able to perform fire suppression system inspections, maintenance, diagnostics and repairs.
- i. Wheelchair lift system: Must be able to perform wheelchair lift inspections, maintenance, diagnostics and repairs which include removal and replacement of minor or major components.
- j. HVAC system: Must be able to perform heating, ventilation and air conditioning inspections, maintenance, diagnostics and repairs. As a result, Class A Technicians are required to obtain 608/609 certifications. Must also be capable of using diagnostics software and pressure gauges.
- k. Passenger door systems: Must be able to perform passenger door system inspections, maintenance, diagnostics and repairs. Must also be capable of using diagnostic software.
- l. Accessory Systems: Must be able to use Apollo, Smart Drive, turn warning, and destination signs. Must be able to perform inspections, maintenance, diagnostics and repairs of such approved systems.
- m. Preventative maintenance inspections and services: Must be able to perform all preventative maintenance inspections and services which include lubrications, fluid changes, fueling and road-tests.
- n. Class A Technicians may be required to perform minor body defect repairs such as glass replacements or minor interior or exterior repairs.



- o. Class A Technicians must be able to perform tire or wheel inspections and maintenance or replacements when associated with troubleshooting any of the systems above.
- p. Class A Technicians must be able to perform any component replacements deemed necessary to complete their diagnostics/troubleshooting assignments.
- q. Class A Technicians must be capable of using specific diagnostic software, maintenance service manuals and use manufacturers suggested on-line support or training.
- r. Class A Technicians must perform all assigned work which may include tasks/assignments of lower classifications.
- s. Training
  - i. Required to pass all technical training classes associated with Class A mechanics required skills.
  - ii. Class A Technicians will be given two (2) opportunities to pass a required class. If the Class A Technician cannot pass the class the second time and cannot demonstrate the required skills, the Company will re-evaluate the employee's capabilities and consult with the Union regarding an improvement plan or demotion for the employee.

B. Below is a chart which includes the Class A Technicians required skills and qualifications listed above and identifies the tasks/assignments, skills and qualifications expected of Class B and Class C Technicians.

Tasks/Assignments, Skills and Qualifications

System	Class A	Class B	Class C
Commercial Driver's License required	Yes	Yes	Yes
Fuel system inspections, maintenance, diagnostics and repairs	All fuel system related work. CNG training certificate.	All fuel system related work. CNG training certificate.	Inspections/maintenance CNG training certificate
Engine inspections, maintenance, diagnostics and repairs	All. Including diagnostics, tune-ups and engine performance	Inspections, maintenance, diagnostics and minor repairs	Inspections/maintenance to include servicing, cleaning, lubrication and fluid changes
Transmission inspections, maintenance, diagnostics and repairs	All. Including diagnostics and internal repairs	Transmission inspections, maintenance and external repairs	Maintenance to include servicing, cleaning, lubrication and fluid changes
Cooling System inspections, maintenance, diagnostics and repairs	All.	All.	Maintenance to include servicing, cleaning and fluid changes
Electrical / Multiplex System	All.	Electrical systems maintenance and inspections. Minor electrical troubleshooting which includes diagnosing and repairs to no start conditions, lights/lamps, charging system and batteries. Ability to use multimeter.	Maintenance to include servicing and cleaning

Brakes and Air systems	All.	All.	Maintenance to include servicing and cleaning. Helper to an A or B mechanic
Steering and Suspension systems	All.	All.	Maintenance to include servicing and cleaning
Fire Suppression System	All. All trouble diagnostics and repairs	Inspections and maintenance to include running test mode, bottle replacements and checking fuses	Maintenance and inspections to include servicing and cleaning
Wheelchair Lift System	All. Removal and replacement of entire lift assembly	Inspections, maintenance, diagnostics and repairs	Maintenance and inspections to include servicing, lubrication and cleaning
HVAC Systems	All. 608/609 certification	Perform routine maintenance, inspections and minor repairs such as brush replacements and motor replacements	Routine maintenance including servicing and cleaning
Passenger Door Systems	All. Software diagnostics and electrical repairs	Perform routine maintenance, inspections and minor repairs	Routine maintenance and inspections to include servicing, lubricating and cleaning
Accessory Systems	All. Software diagnostics and electrical trouble shooting	Inspections, maintenance and minor repairs such as fuses, reconnecting wiring and replacement of unit.	Routine maintenance and inspections
Preventative Maintenance Inspections and Services	All	All	All excluding road-test

Other	Minor body to include glass replacements  Removal and replacement of components  Vehicle parking, moving, servicing and fueling	Minor body repairs to include glass, interior and exterior repairs.  Stand-alone tire work  Removal and replacement of components  Vehicle parking, moving, servicing and fueling	Stand-alone tire work  Vehicle parking, moving, servicing and fueling.
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Class A Technician Vacancy and Class B Technician Promotion

1. Class B Technicians are eligible for promotion when a Class A Technician position becomes available.
2. When a Class A Technician position becomes available, a notice will be posted for seven (7) consecutive days notifying employees of the open position and the timeline to apply.
3. Employees interested in the open position will present a written notice of interest to the location garage manager within the time limits noted on the posted notice. A written and practical exam will then be scheduled and administered to the employees.
  - a. Such written and practical exam shall be mutually agreed upon by the Company and the Union.
  - b. To be considered, employees must be able to perform the Class A Technician work requirements and successfully pass the written and practical exams.
4. In the event there is more than one (1) candidate that meets the promotion criteria referenced above, the employee with the most seniority will be selected.

Class B Technician Vacancy

When a Class B Technician position becomes available, an employee from another classification can apply. Qualified internal applicants will be considered. The Company will have sole discretion as to who is selected to fill the open position.

## Wage Differential (Re-Rate)

1. Class B Technicians shall be paid a re-rate wage differential for tasks/assignments performed that are specific to Class A Technicians and have been approved by a supervisor or manager.
  - a. Tasks/Assignments that qualify for a re-rate wage differential are:
    - i. Engine diagnostics and troubleshooting related to following performance defects: engine stalling, engine misfire, engine shut down, engine no power/slow, engine low oil pressure, and engine ECM reprogramming;
    - ii. Transmission trouble shooting using diagnostics software to retrieve fault codes and perform internal repairs or programing;
    - iii. Engine tune-up following the Company's procedures which include spark plug replacements and adjusting valves;
    - iv. Major electrical and multiplex trouble shooting such as tracing wiring harnesses and connection issues, replacing wiring harnesses, ECM, ECU or module signal failures;
    - v. Fire Suppression system trouble shooting using diagnostic software;
    - vi. Air conditioning repairs which involve repairing Freon leaks and A/C compressor replacements; and,
    - vii. Passenger door trouble shooting using diagnostic software.
2. When the work listed in Section A above is performed by a Class B Technician, the following wage differential will be paid for the time worked on the specific task/assignment. The effective date and re-rate wage differential are:

Effective 1/1/2018 ----- \$1.60 per hour

Effective 4/1/2018 ----- \$1.90 per hour

Effective 4/1/2019 ----- \$2.30 per hour
3. Upon ratification of this Agreement, the parties agree that the re-rate differential will not commence until January 1, 2018 in order to allow for the Company to reprogram and test its payroll system.

4. A Class B Technician that has received Company authorized training, cannot refuse to perform a Class A task/assignment. Refusal to perform a task/assignment in which a Class B Technician received training, will be consider insubordination. Class A Technicians cannot refuse any assignment based on any skill set.
5. Any task/assignment or skill set not listed above will be assigned without discretion as to classification as it is done currently.

**SIDE LETTER OF AGREEMENT**

**BETWEEN TRANSDEV SERVICES, INC.**

**d/b/a NASSAU INTER-COUNTY EXPRESS, NICE BUS**

**AND**

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

**Maintenance Department and Overtime**

The Company and the Union agree that when a maintenance department employee signs up for department scheduled overtime hours and is granted the scheduled overtime hours, that employee is expected to be at work and on time to work such hours. If an employee fails to come in for their approved department scheduled overtime piece, they will be charged double the hours. The charging of double the hours would in effect cause that employee to be skipped during the next round of overtime distribution.

If the employee is late, their attendance record shall be charged with a lateness as per the Company's attendance policy.

If the employee is late by thirty-one (31) minutes or more, he/she will not be permitted to make up the time lost. **Example:** If an employee is scheduled for a four (4) hour overtime piece at 2:00 pm and is fifteen (15) minutes late, he/she can stay until 6:15 pm to complete the four (4) hour piece. If the employee shows up more than thirty (30) minutes late, then he/she would leave as originally scheduled at 6:00 pm.

**SIDE LETTER OF AGREEMENT**

**BETWEEN TRANSDEV SERVICES, INC.**

**d/b/a NASSAU INTER-COUNTY EXPRESS, NICE BUS**

**AND**

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

**August 15, 2017**

**Crime Area Insurance**

After collective bargaining negotiations were concluded between the parties, it was discovered that crime area insurance could not be obtained by the Company; instead, felonious assault coverage could be obtained. As a result, this side letter amends Article VII, Section 12 of the collective bargaining agreement.

Felonious assault coverage provides additional protection to employees beyond Workers' Compensation in the event they are seriously injured due to a felonious assault such as an attack or threat of an attack on another individual in which the attacker uses a dangerous weapon(s) and seeks to cause serious harm. A felonious assault policy generally covers death, dismemberment and loss of sight.

The parties agree that felonious assault coverage will be procured by the Company and that all references to crime area insurance in the collective bargaining agreement will be replaced with felonious assault coverage.



**SIDE LETTER OF AGREEMENT**  
**BETWEEN TRANSDEV SERVICES, INC.**  
**d/b/a NASSAU INTER-COUNTY EXPRESS, NICE BUS**  
**AND**  
**TRANSPORT WORKERS UNION OF AMERICA, LOCAL 252, AFL-CIO**  
**June 28, 2018**

**Definition of Different Runs**

During collective bargaining agreement negotiations, the parties agreed to form a committee in order to come to a consensus on the definitions of a straight run, split run, group run, etc. The parties agree that they will continue to meet throughout the term of the collective bargaining agreement with the purpose of arriving to an agreement on run definitions as referenced in the collective bargaining agreement.

**SIDE LETTER OF AGREEMENT**

**BETWEEN TRANSDEV SERVICES, INC.**

**d/b/a NASSAU INTER-COUNTY EXPRESS, NICE BUS**

**AND**

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

**October 9, 2018**

**Clarification to Article V, Section 1**

After collective bargaining negotiations were concluded between the parties, the Union filed a grievance regarding the impact of a Bus Operator working on their regular day off "RDO" and how it relates to the forty (40) hour work week as defined in Article V, Section 1 of the collective bargaining agreement.

In settlement of this grievance, the parties mutually agree that the following shall clarify the parties' intent as it relates to a Bus Operator working an RDO and the forty (40) hour work week.

Effective January 6, 2019, full-time employees shall receive forty (40) hours of pay as long as the Bus Operator completes his/her scheduled five (5) day work week. The five (5) day work week shall not only include hours worked but shall also include paid time off as defined in the collective bargaining agreement.

The parties also agree that as a result of this settlement, the Union shall withdraw all grievances filed related to the subject matter of this side letter to date, with prejudice.



11/1/18



11/1/18