

COLLECTIVE BARGAINING AGREEMENT

Between

TRANSDEV SERVICES, INC.

and the

TRANSPORT WORKERS UNION OF AMERICA, LOCAL 252,

AFL-CIO

April 16, 2023 through April 15, 2026

TABLE OF CONTENTS

ARTICLE I: Scope of Agreement	1
Section 1. Bargaining Unit	1
Section 2. Deduction of Dues	2
Section 3. Deduction of Committee on Political Education Contributions	2
Section 4. Union Shop	2
Section 5. Credit Unions	4
Section 6. Successors	4
Section 7. Duration of Agreement	4
Section 8. Management Functions	4
Section 9. Complete Agreement, Past Practices	5
Section 10. Subcontracting, performance of work by supervisors and managers	6
ARTICLE II: Continuity of Operations, Grievance Procedure, Disciplinary Procedure, and Employee and Management Rights	9
Section 1. Continuity of Operations.....	9
Section 2. Grievance Procedure	10
Section 3. Disciplinary Procedure	14
Section 4. Employee Rights	16
Section 5. Union Release Time	16
ARTICLE III: Probation and Seniority	17
Section 1. Probation.	17
Section 2. General Seniority	17
Section 3. Departmental Seniority	17
Section 4. Additional Transportation Department Seniority Provisions	19
Section 5. Additional Maintenance Department Seniority Provisions	23
Section 6. Additional Customer Service Center Seniority Provisions	28
ARTICLE IV: Transportation Department Runs and Scheduling	29
Section 1. Bus Runs	29
Section 2. Scheduling	30
Section 3. Coordination Between Bus Service and Long Island Railroad (LIRR) Train Schedules	30
ARTICLE V: Hours of Work and Overtime: Spare Board, Etc.	32
Section 1. Hours of Work and Overtime	32
Section 2. Extra Board/Vacation Relief Board	36
Section 3. Reporting and Check-In Time	38

Section 4.	Travel Time	38
Section 5.	Meal Period	38
ARTICLE VI: Railroad Work and Jones Beach Work		39
Section 1.	Railroad Work	39
Section 2.	Jones Beach Work	40
ARTICLE VII: Miscellaneous Provisions		41
Section 1.	Uniforms/Work Shoes	41
Section 2.	Bereavement Pay	44
Section 3.	Leaves of Absence	43
Section 4.	Military Leave	46
Section 5.	Rule and Regulations	46
Section 6.	Attendance in Court; Accident Reporting	46
Section 7.	Jury Duty	46
Section 8.	Bulletin Board	46
Section 9.	Pyramiding	47
Section 10.	Lockers	47
Section 11.	Compensation for Time Lost for Assaults While on Duty	47
Section 12.	Felonious Assault Coverage	48
Section 13.	Americans With Disabilities Act (ADA)	48
Section 14.	Medical Examinations	48
Section 15.	Commercial Driver License	48
Section 16.	Part-Time Assignment Operations	49
Section 17.	Mandated Federal and State Training	49
Section 18.	Backers	49
ARTICLE VIII: Holidays and Vacations		50
Section 1.	Holidays	50
Section 2.	Vacations	54
Section 3.	Termination Pay	59
ARTICLE IX: Rates of Pay		59
Section 1.	Wage Rate for New Hires	59
Section 2.	Bus Operators	60
Section 3.	Maintenance Department	61
Section 4.	Customer Service Representatives	67
Section 5.	Rates of Pay Below the Top Rates	67
Section 6.	Wage Adjustments	68
Section 7.	Night Differential	68

ARTICLE X:	Health and Welfare Benefits	68
Section 1.	.....	68
Section 2.	Waiting Period	70
Section 3.	Cost Containment Measures	70
ARTICLE XI:	Mandatory Retirement	70
ARTICLE XII:	Sick Leave	70
ARTICLE XIII:	Medical	72
ARTICLE XIV:	Payroll Week and Pay Day	74
Section 1.	Payroll Week	74
Section 2.	Payroll is Paid Weekly	74
ARTICLE XV:	Safety	74
ARTICLE XVI:	Passes	77
ARTICLE XVII:	Notices	77
ARTICLE XVIII:	No Third Party Benefits	78
ARTICLE XIX:	Retirement	78
Section 1.	.....	78
Section 2.	.....	78
Section 3.	.....	78
Section 4.	.....	78
Section 5.	.....	79
ARTICLE XX:	Authority to Execute Contract	79
ARTICLE XXI:	The Transdev Attendance Policy	79
ARTICLE XXII:	Drug Use Violations	79
ARTICLE XXIII:	Accident Review Board	80
Section 1.	Purpose	80
Section 2.	Application of National Safety Council Guidelines	80
Section 3.	ARB Member Composition	80
Section 4.	Costs and Payment of Wages	81
Section 5.	Frequency of ARB Meetings	81
Section 6.	ARB Review Process	81

Section 7. Presentation Procedure	82
Section 8. Resignation, Dismissal or Disqualification from the ARB	83
ARTICLE XXIV: Separability	83
ATTACHMENTS:	
Exhibit "A": Authorization for Deduction of Dues Local 252 Transport Workers Union - Transdev Services, Inc.	86
Exhibit "B": Transdev Attendance Policy	87
Exhibit "C": Supplemental Benefits	94
Exhibit "D": Rate Sheets	96
Memorandum of Understanding - August 15, 2017	97
Side Letter of Agreement: Maintenance Department and Overtime	104
Side Letter of Agreement: Definition of Different Runs	105
Side Letter of Agreement: Drive Cam Policy & Procedures	106
Side Letter of Agreement: Picks	108
Side Letter of Agreement: Customer Representative Position	109
Side Letter of Agreement: Voluntary Swap of Regular Days Off (RDO)	110

AGREEMENT made the ____ day of October, 2023 and effective the 16th day of April, 2023 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, Maintenance Utility, Parts Clerk, Full-Time Facility Utility, Part-Time Facility Utility, Part-Time Bus Operator, Customer Service Representative, Backer and Facility Maintenance Technicians I, II, III; 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. Persons currently employed by the Company and new hires in the titles listed in

Section 1 above, shall remain or 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 Union 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, the employees will be given written notice of the requirement to pay dues 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. Direct Deposit/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 bank or credit union of which they are a member. The Company shall 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, 2023 and continue in effect through April 15, 2026.

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.

(d) A written violation may be issued and dismissed by a supervisor or manager after a discussion with the employee.

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 Exhibits attached to this collective bargaining agreement or specifically addressed in this Agreement, 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 (1 ¼) 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, should the matter of subcontracting be disputed, the Impartial Arbitrator, 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.

(c) All maintenance employees who are required to operate new vehicles (including, but not limited to, Class "A" and "B" Mechanics, Fuelers, Shifters, Cleaners, Fare Box, and any other service line employees that are licensed to do so) will be trained in two (2) phases.

The first phase will be the "Maintenance-in-Service Training" given by a qualified representative from the company which manufactured the vehicle. This phase will consist of, at a minimum, a mechanical and operational overview of the vehicle (Management of Change ("MOC")).

The second phase will be Behind-the-Wheel ("BTW") operation MOC of the vehicle. This will consist of, at minimum, BTW training on the road and skills training to point out the different characteristics of the vehicle. The intent of this training is to provide all maintenance employees the same and consistent training so they are better able to perform their job accident and injury free.

Both parties agree that proper training must be provided to all fixed route Operators on all new equipment applying to fixed route Operators. The Company agrees to rotate new equipment when assigning daily bus assignments to Operators who have completed the

necessary training. The Company has the sole right to structure all training; however, the Director of safety will take into consideration any suggestions that the Union may have regarding the structured training. All fixed route vehicles in revenue service must be operated by a licensed CDL Operator with a minimum of a Class "B" license.

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 they 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 their 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 fourteen (14) days to deliver to the Union Steward, in writing, their decision on the disposition of the grievance. In the event that the matter is not satisfactorily adjusted after the presentation to their Manager, the case shall be referred, at the request of the employee's Union Steward, within an additional fourteen (14) days, in writing, to the Chief Operating Officer or their designee or designees. The Chief Operating Officer or their designee or designees shall, within fourteen (14) days, hold a hearing on the grievance, with due notice to the Union which shall be present at such hearing, and within fourteen (14) days after such hearing is closed, the Chief Operating Officer or their designee or designees shall deliver to the Union in writing their decision on the disposition of the grievance.

(d) After any grievance request from the Union, the Union and Employee shall have fourteen (14) days to meet with their Manager, after which the grievance will be closed. The Union can make a request for additional time within those fourteen (14) days if the Employee was unavailable.

(d) Selection of Arbitrators.

- i. If the Representatives of the Union and the Employer fail to reach an agreement, as provided above, the grievance, complaint, or dispute shall be submitted for final and binding determination to the following mutually agreed-upon Impartial Arbitrators: (1) Howard Edelman, (2) Martin Scheinman, and (3) Bonnie Weinstock.
- ii. 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.
- iii. 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.
- iv. When either the Company or the Union decides to eliminate one (1) or more of their selected arbitrators listed in (d)(i) above, 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, then they shall meet within thirty (30) days from the date of elimination to come to an agreement to replace the eliminated arbitrator(s).

- v. 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 November or December and will obtain arbitration dates for the following calendar year beginning January or February, depending on Arbitrator availability. 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 Chief Operating Officer or their 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 fourteen (14) days of the receipt by the Union of the written decision of the Chief Operating Officer or their 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 fourteen (14) 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 their 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.

Once the supervisor or manager meets with the Union to schedule such meeting, the supervisor or manager will provide the Union with a copy of the warning or reprimand. Communication between the supervisor or manager to the Union can occur by e-mail. Union will provide the Employer with a listing of e-mail recipients. The employee will be advised of the violation on the same day the violation is issued. However if the employee already left for the day, the employee will be notified during the employee's next scheduled day of work.

All disciplines classified as non-egregious will be retained for a period of five (5) years for purposes of progressive discipline. All disciplines classified as egregious or major unsafe act(s), will be retained for a period of seven (7) years for purposes of progressive discipline.

Any infractions being noted from viewing a non-triggered tape of more than one week past shall only result in coaching of the operator unless the viewing of the non-triggered tape is in direct response from a county or customer complaint at which time the operator shall go through the normal disciplinary steps. Unless egregious in nature, any infractions being noted in the course of investigating events from non-triggered tapes more than fifteen (15) days old, shall only result in coaching of the operator and no other disciplinary action shall be taken. Non-triggered events shall include but are not limited to customer complaints, police requests for information, reported or non-reported accidents or incidents, request from an elected official, employee complaints.

(c) If an employee is dismissed or suspended, then they shall be given a hearing before their Manager, as defined in the Grievance Procedure, within twenty-four (24) hours after their 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 their Union Representative agrees to meet.

(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 their 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 (180) days) from the first day of employment, which period may be enlarged to three hundred sixty-five (365) 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) Employees on probation may be discharged at any time, during or at the conclusion of the probationary period, without cause. However, they (probationary employees) shall have the opportunity for a Step I hearing with a manager of the Transportation Department.

Section 2. General Seniority.

All current employees shall maintain their current general and departmental seniority. The date of placement on the payroll of the Company in any capacity shall determine general seniority for each employee for so long as they remain 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.

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), and the maintenance

employees of the Company shall constitute another department (herein called the Maintenance 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 they remain 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 they 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. 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. 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, unless another pick schedule is agreed upon by the Union and the Company. 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. A run pick shall be held in January, May and September. An additional run re-pick will be held between the January and May run picks. Additional run picks will only be held in the event that an urgent service or operational change is required, and cannot be aligned with one of the pick opportunities described above.

(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 each 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 Planning and Scheduling Department, any such meeting will be held prior to posting. Any complaint made by the Union shall be decided by the Planning and Scheduling 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 Planning and Scheduling 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 Planning and Scheduling 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 Chief Operating Officer or their 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 Chief Operating Officer or their 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 their 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 Chief Operating Officer or their 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 their opinion to the 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 their jurisdiction, they shall set forth specifically the precise elements in the schedule on which they base 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 their 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 their right to pick at their scheduled picking time, the Union Steward shall pick for him at their 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 their 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 Planning and Scheduling Department) for each day that they assist 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

Maintenance Utility

Full-time Facility Utility

Parts Clerk

Part-time Facility 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 they reasonably meet 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 their 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) Management will select by seniority, for the first two years of the collective bargaining agreement, no later than October 15 of each year of the contract, the Facility Technician II to be promoted. Prior to their promotion, Management shall perform an evaluation of their skill sets in consultation with the Union. If the Facility Technician II passes the evaluation, they shall be promoted to the Facility Technician I position and shall be paid at the top rate for that position. If the Facility Technician II fails the evaluation, then they shall undergo training as determined by Management in consultation with the Union and shall be re-evaluated. During the course of this collective bargaining agreement, the employee currently performing painting shall be provided with training so that at a later point in time they will be evaluated for the Facility Technician I position.

(g) Maintenance Department employees shall pick shifts of work and days off in the order of seniority among those in the same classifications. Each pick may consist of ten (10) hour shifts for a four (4) day work week. 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.

(h) 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 their 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.

(i) 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 their 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 their right to pick at their scheduled picking time, the Union Steward shall pick for him at their 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/her at their assigned picking time, and such pick shall be binding upon such employee.

(j) 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:

<u>PICK</u>	<u>NUMBER OF DAYS</u>
Department-wide	10

(k) 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.

(l) 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. The Company will use its best efforts to not create (1) any split runs on weekends and (2) PM reports with split runs.

(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 nine (9) hours pay time, in any one (1) day. Report, reasonable travel, and check-in time shall be included in the computation of the spread. Swing premium shall be paid as follows:

Commencing on the first Sunday following the ratification of this agreement and continuing until April 15, 2025, a Bus Operator who picks a split run containing a swing time of more than four (4) hours will receive, for each actual day of said run, a \$25.00 premium per hour after the first four (4) hours of swing time.

Commencing April 16, 2025, a Bus Operator who picks a split run containing a swing time of more than three and one-half (3 ½) hours will receive, for each actual day of said run, a \$25.00 premium per hour after the first three and one-half (3 ½) hours of swing time.

(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 they have had at least nine (9) 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 Planning and 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 their 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 Planning and 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 Chief Operating Officer. The Chief Operating Officer will make the final determination regarding the remedy for the hardship described by the employee.

(f) All Operators are to follow the directives of a NICE Bus Supervisor for policy and procedure compliance and change of duty. All Operators performing Railroad work shall follow the scheduling directives of the Long Island Railroad (LIRR) Supervisor regarding trips, destinations and any changes to a trip and/or destination, even if both NICE Bus Supervisor and LIRR Supervisor are present.

ARTICLE V

HOURS OF WORK AND OVERTIME; SPARE BOARD, 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 provide each employee with two (2) consecutive 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 percent (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. There may be a pick consisting of ten (10) hour day with a forty (40) hour, four (4) day work week.

- 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 their 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 their 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 (c) and (d). 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 their 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.

- iii. any Bus Operator working an RDO and the Company has not notified the employee at least thirty (30) minutes prior to report time that they are not needed to perform their assigned shift shall be paid no less than four (4) hours. (Company shall provide record of notification). If when reporting to work and your assigned run is cancelled, the Operator shall have the option to receive four (4) hours cancellation pay and go home or work a new assignment, if available, for a minimum of four (4) hours overtime rate.

(e) Except as provided in subsection (b) of this section, any Bus Operator who works prior to or after their regular picked run, shall receive a minimum of three (3) hours additional pay at regular time rates, except that a Bus Operator who is not relieved at the end of their run shall continue to operate their 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 their 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 their cancelled run, and they 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 (g) 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. A Shop Steward or their designee 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. Once a VR Operator has picked work, they shall remain on picked work and returning Operator shall be placed on spare board.

(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 as to first in/first out for any and all work (e.g. bus run, car relief, oil change, change over, etc.) shall rotate to the bottom of the AM or PM list based on their report time when returning to depot from 1st report until all other operators from the AM or PM list have been assigned work. 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 seventy-two (72) hours prior to report 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 11:00 a.m. each day. The Shop Steward or their designee (Union to provide a list) will have the option of reviewing the assigned O/T work from 2:00 p.m. through 2:30 p.m. The assigned work will then be posted by 3:00 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") 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. The Shop Steward or their designee (Union to provide a list) shall have the option of reviewing Hold Down runs from 2:00 p.m. through 2:30 p.m. and reporting any issues to the Director of Transportation or their designee.

Section 3. Reporting, Check-In Time and Post-Trip Time.

Every straight run pull-out appearing on the pick schedule shall include one (1) fifteen (15) minute period a day for check-in and pre-trip and one (1) four (4) minute period a day for post-trip pull-in. Every split run pull-out appearing on the pick schedule shall include two (2) fifteen (15) minute periods a day for check-in and pre-trip and two (2) four (4) minute periods a day for post-trip pull-in. 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. Straight or split run field reliefs shall include ten (10) minutes for field pre-trip inspection and four (4) minutes for field post-trip inspection.

(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 workers 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 two (2) minutes pull in time based on real time and two (2) minutes pull out time based on real time. It is the understanding of the parties that the additional two (2) minutes and two (2) minutes will be built into each Bus Operator's schedule.

i. In the event that a Bus Operator pulls in late, they must contact Command Center to inform it that they arrived late for their lunch. Command Center will then communicate to the Bus Operator the new adjusted start and end time of their meal period. It is the understanding of the parties that the two (2) minutes will be added to the new adjusted start time of their meal period and two (2) minutes will be added to the new adjusted end time of their 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 two (2) 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 and shall only be performed by Union Bus Operators unless no Union Bus Operator is available.

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

the depot to perform work. An RDO Bus Operator who is marked up or called in for Railroad work and cancelled before they leave the depot will receive five (5) hours pay. An employee working on their 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. An RDO Bus Operator who is marked up or called in for Railroad work and cancelled shall be paid in accordance with Article V, Section 1(d)(iii).

(c) A Bus Operator who is taken off their regular run and directed to do such non-blueprint railroad work during an emergency that has been declared by the Chief Operating Officer or their 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.

(d) 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 their 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. Bus Operators shall receive no less than four (4) hours pay.

(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
Heavy Winter Coat	1

The Company will give each Bus Operator an annual uniform credit of one hundred ninety dollars (\$190.00). 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 they are operating.

(c) The Company will provide each Maintenance Department employee with a uniform voucher consisting of one (1) winter jacket annually 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. Each Maintenance Department employee shall receive a shoe voucher allowance of one hundred ninety-five dollars (\$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, in the form of a credit with a Company-determined provider agreed upon with the Union. The annual credit will be given as a credit with the selected tool carrier and used to acquire the tools each technician may be missing from the tool list. Once the technician has acquired the needed tools, they can then use any remaining credit towards other tools to be used in the course of the technicians' employment with the Company, or tool boxes supplied by the authorized tool supplier.

All Technicians that receive a tool allowance shall receive two hundred seventy-five dollars (\$275.00) per year

(g) Utility 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 - \$190 (voucher issued every other year)
- Maintenance Department employees - \$195.00 (voucher issued every other year)

- Customer Service Department employees - \$190 (voucher issued every other year)

Section 2. Bereavement Pay.

(a) An employee who suffers the death of their spouse, or child, or parent shall be excused from work for up to five (5) days and shall be paid at their regular rate.

(b) An employee who suffers the death of their parent-in-law, or brother or sister, or natural grandmother, 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 their 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.

(d) Employees must utilize their bereavement days within three (3) months of the death of the categories of persons as referenced in subsections (a) and (b) above. Employees who require a religious accommodation or will need to travel abroad to utilize their bereavement days beyond the three (3) month period will contact the Human Resources Director or their designee.

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 their 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 their 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 they are a member at the time of taking the leave, provided and so long as the employee or the Union shall continue to pay their contribution required in respect to their 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 during which the Union President shall be involved. After the interactive process has been completed, the Company will issue a determination to the employee by certified mail return receipt requested. The Union President shall be notified at the time the determination is mailed 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 for input 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, they 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 and one (1) additional bulletin board at the cage, 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. Lockers and locker area shall be fumigated a minimum of once every six (6) months or as needed.

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 (including but not limited to psychological trauma, as confirmed by a medical professional) while on duty and engaged in the performance of their work shall receive the same pay they would have received had they been regularly employed for fifteen (15) consecutive days of absence with the exception of pay for open pieces. No time lost will be paid if an employee willingly leaves their protective barrier, except that the Bus Operator may, where circumstances place the Bus Operator's personal safety at risk, the Bus Operator may leave their protective barrier without relinquishing the assault pay. 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 their work will be reimbursed, upon satisfactory proof of loss, as follows:

- (a) Loss of watch, up to \$100.00.
- (b) Loss of money, up to \$75.00.
- (c) Loss of eyeglasses up to \$500 replacement cost with original receipt.

Section 12. Felonious Assault Coverage. The Company agrees to procure felonious assault coverage. Felonious assault coverage provides additional protection to employees beyond Workers' Compensation in the event they are seriously injured due to a felonious assault for example an attack or threat of an attack on another individual in which the attacker uses a dangerous weapon and seeks to cause serious harm. A felonious assault policy covers death and physical injury resultant from the assault. If there is a dispute over the scope of insurance coverage, the insurance policy controls.

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 percent (65%) 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 part-time Bus Operators.

(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.

Section 17. Mandated Federal and State Training. All employees are required to attend any training as required by federal and/or state regulations. An employee's failure to attend such training will subject him/her to discipline up to and including termination of their employment.

Section 18. Backers. During the course of collective bargaining agreement negotiations, the Company and the Union agreed that upon ratification of this collective bargaining agreement,

the Backer title would be included in Article I, Section 1. In addition, employees in the Backer title shall receive holidays as per Article VIII, Section 1, Subsection (o). In addition to the items referenced above, upon ratification of the collective bargaining agreement, employees in this title shall:

- Receive the same general wage increases as all other Union represented employees in the bargaining unit.
- According to the Affordable Care Act (ACA), Backers who work on average, thirty (30) or more hours per week during the Company's designated measurement period, will be offered the BCBSIL HDHP Plan (Transdev High Deductible Plan).
- The Company will honor the settlement agreements derived at arbitration, with respect to two employees: specifically, Ervin Gooden and Patrick Enahoro.

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, Juneteenth, 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 in inverse order of classification seniority. Such optional work shall be made available on a

classification seniority basis with a 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 Scheduler adjusting the Bus Operator's report time to satisfy the nine (9) 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, they 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 their scheduled tour of duty on that day, notifies the appropriate supervisor that they will be unable to work because they are 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.

iv. Employees who are absent from work on account of injury and are receiving Worker's Compensation benefits and who have exhausted their sick leave shall be paid for holidays for the first eighteen (18) months.

(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 four dollars and fifty cents (\$4.50) 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.

(o) Backers shall receive the following paid holidays either on the day of or the day they are legally celebrated: New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Juneteenth, Labor Day, Independence Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

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 as 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 their 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 all but one (1) of their vacation weeks 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 the number of weeks of vacation pay requested paid in January of the year after the vacation was accrued.
- iii. All employees are required to retain at least one (1) week vacation for themselves. If an employee only has one (1) week vacation accumulated, they are not permitted to sell it back.
- iv. The Company shall not post to buy back any vacation weeks after the annual system-wide pick for vacations.
- v. Vacation swaps will be allowed if the Company and the Union both agree.

(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 their then hourly rate for each month or portion of a month in excess of fifteen (15) days which shall be elapsed from the date they were 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 (f) 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 on the blueprint wage for the pick they made at the picking last preceding the date their vacation begins (open pieces excepted) and based on their current pick, multiplied by the number of weeks of vacation they are 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. Company shall determine number of slots per week, prior to vacation pick, based on total accruals divided by fifty-two (52) weeks, and shall provide the pick to the Union one (1) week prior to posting. Prior to the Union posting the vacation pick, the Company will consider increasing specific weeks based on the Union's request.

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

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

(m) 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 they are granted a vacation.

(n) 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 they have the date of termination of their employment postponed to allow him any vacation pay whatsoever, whether they shall have previously had a vacation in the vacation year or not.

(o) 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 their own, or because of their 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 their 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 they would have earned had they 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 3 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 they are retirees in pay status.

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 in Exhibit "D" - Rate Sheets of this Agreement.

(a) 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.

(b) Bus Operators shall be paid, in addition to the rates as referenced in Exhibit "D" - Rate Sheets of this Agreement, a differential of one dollar and fifty cents (\$1.50) per hour while breaking in a new Bus Operator.

(c) Bus Operators who cadet new operators shall be paid a differential of three dollars (\$3.00) per hour while cadetting a new Bus Operator, in addition to the rates as referenced in Exhibit "D" - Rate Sheets of this Agreement. Bus Operators must complete cadet training to become a certified cadet trainer for Behind the Wheel (BTW) training, and shall be paid the differential during their training, in addition to when they are cadetting a new Bus Operator.

Cadetting opportunities shall be made available to Bus Operators in seniority order on a rotating basis. Bus Operators with two (2) or more preventable accidents within a rolling twenty-four (24) month period will be disqualified from being certified or maintaining certification but shall be eligible for cadetting opportunities once their record reflects fewer than two (2) preventable accidents in a rolling twenty-four (24) month period. Requalification training hours is at the discretion of the Director of Safety based on the length of time of the Bus Operator's disqualification.

(d) Bus Operators shall be paid a differential of two dollars (\$2.00) per hour for all hours they operate 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.

Bus Operators hired after the ratification date of this Agreement, will be hired at and subject to the following rates of pay as set forth in Exhibit "D" - Rate Sheets of this Agreement.

(f) Any transfer employee shall receive their previous paratransit rate of pay for training and shall be subject to the wage rates under this Section 2 (wage rates for Bus Operators "Hired After June 25, 2020").

Section 3. Maintenance Department. Upon execution of the collective bargaining agreement, an "Apprenticeship Program" shall be established. The parameters shall be as follows:

1. Any employee in Maintenance shall be eligible to enter a "B" Technician Apprentice (BTA) program in order to qualify as a "B" Technician, and beyond, upon successful completion of the Apprentice Program.

2. Interested employees may apply to the Company for inclusion in the Program, with openings awarded by seniority. The Company reserves the right to decide how many employees will be in the program at any one time.

3. Employees who are accepted into the Program will be reclassified as "B" Apprentices and paid two (\$2.00) dollar hourly differential.

4. The "B" Apprentice will shadow and be trained by a "A" or "B" Technician, who will be paid a three (\$3.00) dollar per hour differential for the time the "A" or "B" Technician is working in their capacity as a mentor to a "B" Apprentice.

5. The "B" Apprentice will shadow the "A" or "B" Technician for six (6) months, during which time the "B" Apprentice must possess a Commercial Driver's License (CDL). When the "B" Apprentice has successfully completed the training curriculum, they will be given an exam (written and skills) to demonstrate the "B" Technician skills outlined in the collective bargaining agreement's "B" Technician qualifications/skills chart in order to qualify as a "B" Technician. Upon successful completion of the exam, a "B" Apprentice shall be reclassified as a "B" Technician upon the availability of an open "B" Technician position. When the employee is classified as a "B" Technician, they will be paid accordingly and shall immediately receive the "B" Technician Tool allowance.

6. In the event a "B" Apprentice no longer wishes to participate in the Program, they shall be returned to their previous title without loss of seniority.

7. In the event a "B" Apprentice fails their testing, they may re-apply to the program only after seniority list has been exhausted. This process may be repeated for two (2) additional times. In the event a "B" Apprentice fails their testing, they may re-apply to the program

only after the seniority list has been exhausted. This procedure can be repeated up to and including two (2) additional failures.

8. In the event there are no candidates on the current seniority list or one cannot be selected as a candidate to the "B" Apprentice program, the "B" Technician position may be filled by the Company with new hires.

9. The Company will agree to a BTA program, but reserves the right to make changes to the BTA program in part or in its entirety when another program or enhancement may be developed and upon discussion with the Union.

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

Maintenance 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

Maintenance Utility 14.8950

Parts Clerk 28.6450

Hired after 7/29/98

Class :A” Technician

Entrance 88.59%	28.3500
13 th Month 93.50%	29.9200
25 th Month 100%	32.0000

The new Class “A” Technician rate increases will be retroactive to the first Sunday in April 2020 subject to the new collective bargaining agreement being ratified by the Union membership. The Company’s proposal will be adjusted to include the general wage increase. For example, with the two percent (2%) wage increase effective the first Sunday in April, 2020, the 25th Month Class “A” Technician wage would be \$32.64.

Class “B” Technician

Entrance	\$24.99
13 th Month	\$26.38
25 th Month	\$27.77

Class “C” Tech 20.5350

Parts Clerk 18.4325 19.1700 19.8400 20.5350

Maintenance Utility

Entrance 65%	living wage
13 th Month 75%	living wage
25 th Month 85%	13.1075
37 th 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 as set forth in the table below.

Class "A" Technicians table below shall apply to all "A" Technicians whenever hired:

	% of Equalized Wage	Hourly Rates Effective		
		04/02/2023	04/07/2024	04/06/2025
Class "A" Tech				
Start	88.59%	32.2120	33.8226	35.1755
13th	93.50%	33.9974	35.6973	37.1252
25th	100.00%	37.9692	40.0000	45.2362
"A" Tech Hired Prior to 07/29/98		41.4250	43.4963	45.2362

- (a) Current pay practice shall continue for those who move from one category to another.
- (b) Retroactive pay shall be granted for the four (4) "post-2012" Class "A" Technicians who did not get the first increase.

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 th Month 75%	18.8350

25 th Month 85%	21.3450
37 th Month 100%	25.1125

Level II

Entrance 65%	14.5800
--------------	---------

13 th Month 75%	16.8350
----------------------------	---------

25 th Month 85%	19.0800
----------------------------	---------

37 th Month 100%	22.4475
-----------------------------	---------

Level III

Entrance 65%	living wage
--------------	-------------

13 th Month 75%	12.4325
----------------------------	---------

25 th Month 85%	14.0900
----------------------------	---------

37 th Month 100%	16.5775
-----------------------------	---------

Hired After 8/1/93

Level I

Entrance 65%	16.8950
--------------	---------

13 th Month 75%	19.4950
----------------------------	---------

25 th Month 85%	22.0925
----------------------------	---------

37 th Month 100%	25.9925
-----------------------------	---------

Level II

Entrance 65%	15.1000
--------------	---------

13 th Month 75%	17.4250
----------------------------	---------

25 th Month 85%	19.7475
----------------------------	---------

37 th Month 100%	23.2325
-----------------------------	---------

Level III

Entrance 65%	11.1525
--------------	---------

13 th Month 75%	12.8675
----------------------------	---------

25 th Month 85%	14.5825
----------------------------	---------

37 th 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 Sheets 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 Sheets 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 th Month	75%	13.6525
25 th Month	85%	15.4725
37 th 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. The wage increases specified below will be implemented on the dates indicated:

First Sunday in April, 2023: 6%

First Sunday in April, 2024: 5%

First Sunday in April, 2025: 4%

Section 7. Night Differential. A night differential of two and eighty-five hundredths percent (2.85%) 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, 2024, the amounts for the HCA portion of the plan are as follows: \$1,300.00 per year for employee plus dependent(s) and \$650.00 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 eighty percent (80%) of the total cost of The Transdev Plan and employees will contribute twenty percent (20%) of the total cost of The Transdev Plan.

(b) Transdev will offer to all of its employees a high deductible plan without an HCA. Transdev will contribute eighty-one percent (81%) of the total cost of the Transdev High Deductible Plan and employees will contribute nineteen percent (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 eighty percent (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 eighty percent (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 their 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 Chief Operations Officer or their 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 following the federal guidelines of ninety (90) days from date of hire 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 will be provided sick leave according to the table below:

First Year of Employment	
Employment Month Started In:	Sick Days Accrued:
January	7
February	6
March	6
April	5
May	5
June	4
July	4

August	3
September	2
October	2
November	1
December	1

(b) Subject to the limitations hereinafter set forth, on January 1 of each year, current employees will be provided with fifty-six (56) hours of sick leave, pursuant to the New York State Labor Law Section 196-b. Employees who have worked forty-eight (48) months of continuous employment will accrue sixty-four (64) hours of sick leave.

In their first year of employment, sick leave shall be pro-rated according to each employee's date of hire as shown in the table above. For employees who had worked for MTA's LI Bus Service and who began 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.

(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 four (4) hours. 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' credit 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 an employee is absent from work, an employee, except where it is impossible to do so, must at least thirty (30) minutes before the

commencement of their scheduled tour of duty for that day, cause notice by telephone, email, text message, messenger, or otherwise to their appropriate supervisor. Except where it is impossible to do so, failure to cause such notice to be given shall deprive the employee of their right to be paid for such tour of duty.

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

(g) 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 their employment with the Company or retire, no accumulated sick pay can be used or paid to the employee.

ARTICLE XIII

MEDICAL

(a) 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 they were engaged prior to such absence.

(b) 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.

(c) 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 they may be medically unfit to do their work. If as a result of any such examination, a dispute arises as to their fitness, the employee shall have the right to have the findings of the Company designated physician reviewed by a physician of their own choice. If there is a difference in medical opinions, an impartial third party doctor will make the final determination.

(d) 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 they are able to return to the work in which they were 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 they shall be permitted to do so immediately. Should they not so find, however, then the final determination as to the employee's then ability to perform the work in which they were engaged prior to such absence shall be made by an impartial heart specialist agreed upon by and between the Company and the Union.

(e) 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 they are able to return to work in which they were 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 they would have been entitled to had they been working regularly at their usual hours, provided, however, that in the event such employee has exhausted their disability

benefits, then the Company shall be obligated to pay to the employee the total pay to which they would have been entitled to had they been working at their 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 their regular rate. Attendance in place of their regular run or any part thereof shall be compensated in such a manner that they do not lose any part of their blueprint wage.

(i) An employee involved in a non-preventable accident, including but not limited to, those which fall within the Critical Event Policy guideline, may request to go home with pay. Critical Event Policy guideline is:

1. Any collision or vehicle contact with a pedestrian, passenger, member of the general public or co-worker;
2. Multiple injuries (2 or more injuries) sustained by a passenger, general public or co-workers; or
3. \$25,000 or more of property damage.

Approval of such request shall not be unreasonably denied, but will be at the sole discretion of the Company.

(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 and fifty cents (\$1.50) 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 an area where hazardous conditions exist 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.

(f) An employee who engages in an accident with no repairable damage to all vehicles and property involved, will have such preventable accident classified with a status of For

Record Only (FRO). A preventable accident with no repairable damage to all vehicles and property involved is defined as a preventable accident that does not change the condition or state of the vehicle in any way. This includes but is not limited to the vehicle and property involved not having any scrapes, dings, scratches, cracks, damage to graphics, dents and/or paint chips.

The determination of whether the preventable accident with no repairable damage to all vehicles and property involved is classified as an FRO, will be determined by senior maintenance department management.

Such employee will attend all mandatory retraining as determined by the Transdev Safety and Training Department for each accident with no repairable damage to all vehicles and property involved.

If an employee engages in three (3) accidents with no repairable damage to all vehicles and property involved within a twenty-four (24) month period, then the employee will be subject to a review period until such time that the earlier accidents with no repairable damage to all vehicles and property involved each drop off and the employee is in compliance with Transdev's Safety Policies and Procedures. Subsequent preventable accidents with no repairable damage to all vehicles and property involved beyond three (3) within a twenty-four (24) month period will be progressively disciplined up to and including termination of employment.

For example purposes only: If an employee has three (3) preventable accidents within a twenty-four (24) month period, and one (1) of those preventable accidents is an accident with no repairable damage to all vehicles and property involved, classified as an FRO, this preventable FRO accident will not count towards the third preventable accident within a twenty-four (24) month period towards determining progressive discipline

ARTICLE XVI

PASSES

The Company will furnish a pass to each employee and their spouse and minor school age child(ren) for free passage on any Company operated bus operating out of a Nassau or Suffolk County location. The Employee agrees to supply a valid birth certificate and/or adoption certificate. 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 401K plan the first day of the quarter following ninety (90) days of employment.

Section 3. Effective January 1, 2022, for new hires (not former MTA LI Bus employees on 12/31/11) Transdev shall match employee contributions at the rate of fifty percent (50%) up to a maximum of eight percent (8%) of the employee's deferral (four percent (4%) 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 one hundred percent (100%) up to maximum of three percent (3%) of the employee's deferral (three percent (3%) maximum Transdev matching contributions). Transdev will also make an additional two percent (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 they were 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 they were involved in was determined to be preventable. Any employee may, at their own option, and on their 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", "C" and "D" ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH.

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

TRANSPORT WORKERS UNION,
LOCAL 252, AFL-CIO

By: Debra A Hagan
DEBRA HAGAN
PRESIDENT

LOCAL 252 COMMITTEE

By: Dan Busa
DAN BUSA

TRANSEV SERVICES, INC. /NICE BUS

By: Jack Khzouz
JACK KHZOUZ
CHIEF EXECUTIVE OFFICER

By: Jason Mazzara
JASON MAZZARA
CHIEF TRANSPORTATION OFFICER

LOCAL 252 COMMITTEE

By: Thomas Callagy
TOM CALLAGY

By: Dawn Austin
DAWN AUSTIN

By: Scott Bienhauer
SCOTT BIENHAUER

By: Stacey Bray
STACEY BRAY

By: Keenen Deshields
KEENEN DESHIELDS

By: Angel Gonzalez
ANGEL GONZALEZ

By: DeShawn Brown
DeSHAWN BROWN

By: Dennis Franco
DENNIS FRANCO

By: Marlon Hutchins
MARLON HUTCHINS

By: Samuel Odame
SAMUEL ODAME

By: _____
STEVE MELENDEZ

By: James Mobley
JAMES MOBLEY

By: Patrick Piegari
PATRICK PIEGARI

By: Robert Schaal
ROBERT SCHAAL

LOCAL 252 COMMITTEE

By: Charles Sheppard
CHARLES SHEPPARD

By: Patrick Enahoro
PATRICK ENAHORO

By: Joseph Squires
JOSEPH SQUIRES

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

Section 1. Bus Operators.

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, 4 minutes or more and works a run | 0 points |
| c. Late for Scheduled Shift and Sent Home | 1 point |
| d. Fail to complete at least 50% of Shift | ½ point |
| 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 | 1 point |

All Bus Operators failing to report to work within four (4) 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 (1) point. An employee may earn a maximum of two (2) points in one (1) year. An employee can choose when the one (1) 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 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”

Late for Scheduled Shift is defined as: An employee who is late four (4) or more minutes for their 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”

Failure to Complete Entire Shift is defined as: An employee finishes more than half of their 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”

Failure to Complete At Least 50% of Shift is defined as: An employee fails to complete at least fifty percent (50%) of their shift due to reasons that are not created by system demands.

“Absence (Called-In)”

Absence (Called-In) is defined as: 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)”

No Call, No Show (NCNS) is defined as: 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.

Section 2. Maintenance Department.

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. Absence with Timely Call In | 1 point |
| each Additional Day is (1) point to a maximum of (3) points | |
| c. Late for Scheduled Shift, four (4) minutes or more and works | 0 points |
| d. Fail to complete Shift | 1 point |
| e. No Call, No Show | 3 points |

One Time Reset of Attendance Points for the Maintenance Department Employees Only

As a result of collective bargaining agreement negotiations, the Company and the Union agree that the attendance points of all maintenance department employees will be reset to reflect zero points. This is a one-time occurrence and shall take effect upon the ratification date of the current collective bargaining agreement.

The official progressive warning alerts will be issued to 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

“Absence (Called-In)”

Absence (Called-In) is defined as: 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)”

No Call, No Show (NCNS) is defined as: 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.

Maintenance Department 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 call in at least four (4) hours before their scheduled overtime piece or leaves early during their scheduled overtime piece, their attendance record shall be charged one-half (1/2) point as per the Company’s attendance policy.

The Union and the Company will work together to develop an overtime call list in the event an employee calls out sick and the Company needs to replace that scheduled piece of overtime.

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%
Plan shall provide a \$2,500.00 maximum per year

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

FIXED ROUTE CBA - 2023-2026				
Operators hired before 6/25/2020				
		04/02/2023	04/07/2024	04/06/2025
Start	65%	\$25.3131	\$26.5788	\$27.6420
13th	70%	\$27.2603	\$28.6233	\$29.7682
25th	75%	\$29.2075	\$30.6679	\$31.8946
37th	80%	\$31.1546	\$32.7123	\$34.0208
49th	90%	\$35.0489	\$36.8913	\$38.2734
61st	95%	\$36.9961	\$38.8459	\$40.3997
73rd	100%	\$38.9432	\$40.8904	\$42.5260
Part Time Operators				
	65%	\$25.3131	\$26.5788	\$27.6420
Operators hired after 6/25/2020				
		04/02/2023	04/07/2024	04/06/2025
Start	60%	\$23.3660	\$24.5343	\$25.5157
13th	64%	\$24.9237	\$26.1699	\$27.2167
25th	68%	\$26.4814	\$27.8055	\$28.9177
37th	70%	\$27.2603	\$28.6233	\$29.7682
49th	75%	\$29.2075	\$30.6679	\$31.8946
61st	80%	\$31.1546	\$32.7123	\$34.0208
73rd	85%	\$33.1018	\$34.7569	\$36.1472
85th	92%	\$35.8278	\$37.6192	\$39.1240
97th	100%	\$38.9432	\$40.8904	\$42.5260
Utility				
		04/02/2023	04/07/2024	04/06/2025
start	65%	\$16.6738	\$17.5075	\$18.2078
13th	75%	\$16.7206	\$17.5566	\$18.2589
25th	85%	\$18.9500	\$19.8975	\$20.6934
37th	100%	\$22.2941	\$23.4088	\$24.3452
Hired Prior to 7/29/1998		\$21.5442	\$22.6214	\$23.5263
Part Time Utility				
		\$16.6738	\$17.5075	\$18.2078
Class A Tech				
		04/02/2023	04/07/2024	04/06/2025
start	88.59%	\$32.2120	\$33.8226	\$35.1755
13th	93.50%	\$33.9974	\$35.6973	\$37.1252
25th	100%	\$37.9692	\$40.0000	\$45.2362
Hired Prior to 7/29/1998		\$41.4260	\$43.4963	\$45.2362
Class B Tech				
		04/02/2023	04/07/2024	04/06/2025
start	90%	\$28.3975	\$29.8174	\$31.0101
13th	95%	\$29.9752	\$31.4740	\$32.7330
25th	100%	\$31.5528	\$33.1304	\$34.4556
Class C Tech				
		04/02/2023	04/07/2024	04/06/2025
Hired After 7/29/1998		\$29.6983	\$31.1832	\$32.4305
Hired Prior to 7/29/1998		\$36.8706	\$38.7141	\$40.2627
Parts Clerk				
		04/02/2023	04/07/2024	04/06/2025
start	89.76%	\$26.6572	\$27.9901	\$29.1097
13th	93.35%	\$27.7233	\$29.1095	\$30.2739
25th	96.62%	\$28.6945	\$30.1292	\$31.3944
37th	100%	\$29.6983	\$31.1832	\$32.4305
Hired Prior to 7/29/1998		\$41.4250	\$43.4963	\$45.2362
Facility Tech 1				
		04/02/2023	04/07/2024	04/06/2025
start	65%	\$24.4356	\$25.6574	\$26.6837
13th	75%	\$28.1949	\$29.6046	\$30.7888
25th	85%	\$31.9543	\$33.5520	\$34.8941
37th	100%	\$37.5933	\$39.4730	\$41.0519
Facility Tech 2				
		04/02/2023	04/07/2024	04/06/2025
start	65%	\$21.8988	\$22.9307	\$23.8479
13th	75%	\$25.1986	\$26.4585	\$27.5168
25th	85%	\$28.5584	\$29.9863	\$31.1858
37th	100%	\$33.5982	\$35.2783	\$36.6892
Facility Tech 3				
		04/02/2023	04/07/2024	04/06/2025
start	65%	\$16.1309	\$16.9374	\$17.6149
13th	75%	\$18.6126	\$19.5432	\$20.3249
25th	85%	\$21.0943	\$22.1490	\$23.0350
37th	100%	\$24.8168	\$26.0576	\$27.0999
Revenue Repair Tech				
		04/02/2023	04/07/2024	04/06/2025
start	90%	\$30.0420	\$31.5441	\$32.8059
13th	95%	\$31.7110	\$33.2966	\$34.6285
25th	100%	\$33.3799	\$35.0489	\$36.4509
Hired Prior to 7/29/1998		\$41.4250	\$43.4963	\$45.2362
Customer Service Reps				
		04/02/2023	04/07/2024	04/06/2025
		\$26.3303	\$27.6468	\$28.7522
Backers				
		04/02/2023	04/07/2024	04/06/2025
		\$20.4529	\$21.4755	\$22.3345

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 trouble shooting 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.
-------	---	---	--

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 Class "B" Technician shall be paid Class "A" Technician wage for time while performing such work.
3. 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.
4. 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 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, they 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, they 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 they 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

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

DRIVECAM POLICY AND PROCEDURE

The goal of the DriveCam Program is to improve driving skills and improve overall safety. The DriveCam recording system will record events and assess the driving environment to assess how safely and efficiently the vehicle is being operated.

The DriveCam Program is designed to evaluate an employee's performance and is the tool used to present the recorded clip to the employee. This process is referred to as "coaching" and is intended to educate the employee regarding risky driving habits and any other non-compliance within NICE Bus's rules and regulations as well as federal, state and local (County, Town, Village) laws.

Coaching will identify any possible driving improvements and be limited to counseling unless the driving action is so risky that immediate remedy is necessary. All actions beyond the initial coaching are subject to the grievance procedure. The expectation is that the employee will recognize risky behavior(s) and work to correct unsafe actions. The policy of NICE Bus is not to discipline an employee unless the employee fails to recognize the unsafe actions, fails to cooperate with the retraining effort, and/or fails to improve their driving habits resulting in a pattern of aggressive and/or unsafe behaviors.

There will be an initial implementation period that will commence with a "fresh start initiative". The purpose of the "fresh start initiative" is solely for the purpose of the initial implementation of this policy. Accordingly during the initial implementation period:

- The DriveCam Policy will be reposted for a minimum of 10 business days.
- A copy of the DriveCam Policy will be given to each employee.
- All employees are given a clean slate for DriveCam/SmartDrive discipline (any time lost for previous discipline will remain time lost).
- A coaching only period of 4 months will be granted to each employee.

- No discipline will be given to an employee during this 4-month period unless the event is egregious or major unsafe act in nature due to operator error.

After the initial implementation period, the progressive discipline for violations of the DriveCam policy for non-egregious events are as follows:

- Counseling/Verbal Warning
- Written Warning
- 3 Day Suspension
- 10 Day Suspension
- 30 Day Suspension
- Termination

In addition, after the initial implementation period the DriveCam policy:

- Requires employees to receive any discipline resulting from violations of this policy within 7-days of the Company having knowledge of the event.
- The Company has the right to coach and/or retrain an employee at any time.
- Any employee observed during an event which violates other Company policy(ies) and procedure(s) as well as any federal, state and/or local laws, will also be disciplined according to the policies currently in place. An example includes but is not limited to Cellular Phone Policy or Camera Tampering.
- Disciplines resulting from violations of this policy will be removed from an employee's file based on a rolling 12-month period.
- Arbitrators may modify penalties.

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**

PICKS

After the ratification of the collective bargaining agreement, and beginning with the September 2020 pick, the Company will transition to a modified Pick calendar of one (1) department-wide Pick each year, effective in January, and two (2) location Picks each year, effective in May and September. The Company shall notify the Union President on or before the start of the Union's review of the January pick of its intent to switch to the above referenced modified Pick calendar. If during the Union's initial review of the Pick schedules in a modified Pick calendar year, the Union is dissatisfied with a substantial number of the runs in the Pick, the Union may submit a written request to revert back to the original Pick schedule as outlined in Article III, Section 4(c) of the collective bargaining agreement. The Company shall grant the Union's request to revert to the original Pick schedule for the Pick following when the request is made, in accordance with the scenarios below:

1. If the Union requests to revert back to the four (4) pick schedule during the January Pick review, then the Company can revert back to four (4) picks per year to take effect the following April or June.
2. If the Union requests to revert back to the four (4) pick scheduled during the May Pick review, then the Company can revert back four (4) picks per year to take effect the following September.
3. If the Union requests to revert back to the four (4) pick scheduled during the September Pick review, then the Company can revert back four (4) picks per year to take effect the following January.

The Union's request to revert back to the original Pick schedule will last for a period of one (1) year, after which the Company may again elect to transition to a modified Pick calendar, in accordance with the provisions of this side letter of agreement.

The Company may also elect to revert back to the original Pick schedule, provided it notifies the Union President ninety (90) days prior to the following proposed Pick effective date.

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**

CUSTOMER SERVICE REPRESENTATIVE POSITION

Consistent with the parties' agreement made on March 20, 2019, they agree to as follows:

TIC employees who are referenced in the collective bargaining agreement as Customer Service Representatives, the parties agree that the hours of operation are from 1:00 PM - 8:30 PM Monday through Friday or Tuesday through Saturday from 9:00 AM - 5:00 PM. These hours of operation are solely determined by Transdev.

Customer service call center hours will begin at approximately 6:00 PM Monday through Friday or on Saturday from 9:00 AM - 5:00 PM. Customer service call center hours are solely determined by Transdev.

The Union also agrees that once the one remaining employee currently in the Customer Service Representative position vacates the position, Transdev will shift the work to an offsite call center. Accordingly, all references to the Customer Service Representative are removed from the collective bargaining agreement including from Article I, Section 1

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**

VOLUNTARY SWAP OF REGULAR DAYS OFF (RDO)

During collective bargaining agreement negotiations, the parties agreed to form a committee in order to discuss allowing employees to engage in the voluntary swapping of their RDOs with each other within the same job title. The purpose of this committee is to develop guidelines, rules, and other protocols necessary in the development and implementation of this program with the goal of reducing the use of excessive sick time by employees and resulting in no additional time off taken by employees beyond the time off specified within the collective bargaining agreement.

The committee shall consist of five (5) Company representatives and five (5) Union representatives. The Union President shall communicate to the Chief Operating Officer, and the Chief Operation Officer will communicate to the Union, the names of each parties' representatives one (1) month after the date of the ratification of the collective bargaining agreement. The ten (10) representatives shall start their first committee meeting approximately one (1) month after the receipt of the names of each parties' representatives. The committee shall have six (6) months to develop the guidelines, rules, and other protocols of the RDO Voluntary Swap Program. If the committee does not come to an agreement regarding the guidelines, rules and other protocols, the program will not be implemented.

The parties also agree that if the committee comes to an agreement regarding the guidelines, rules and other protocols are developed, the RDO Voluntary Swap Program will be implemented on a trial run basis for six (6) months. After the six (6) month trial run, the Company and the Union agree to meet and discuss whether the program will be implemented for the rest of the collective bargaining agreement term. This discussion will include but is not limited to whether the program resulted in the reduction of excessive sick time usage and resulted in no additional time off taken by employees beyond those specified in the collective bargaining agreement. If the Company and the Union cannot come to a consensus regarding the implementation of the program, then the program will not be implemented.

