

# **COLLECTIVE BARGAINING AGREEMENT**

Between

**TRANSDEV SERVICES, INC.**

and the

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

covering certain employees of TRANSDEV/NICE Paratransit operations.

2023-2026

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**COLLECTIVE BARGAINING AGREEMENT**  
**PARATRANSIT OPERATIONS**

**AGREEMENT** between TRANSDEV SERVICES, INC. and the TRANSPORT WORKERS UNION OF AMERICA, LOCAL 252, AFL-CIO covering certain employees of Transdev/NICE Paratransit operations.

**AGREEMENT** made this 1<sup>st</sup> day of October, 2023, by and between TRANSDEV SERVICES, INC. d/b/a Nassau Inter-County Express, NICE Bus (hereinafter referred to as “Transdev”, the “Company” or the “Employer”) and TRANSPORT WORKERS UNION, LOCAL 252, AFL-CIO (hereinafter referred to as the “Union”).

**WITNESSETH:**

**WHEREAS**, the Company and the Union mutually agree to a Collective Bargaining Agreement (“CBA”) covering certain employees of Transdev/NICE Paratransit operations; and

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

**NOW, THEREFORE**, the parties hereto agree as follows:

**ARTICLE I**  
**RECOGNITION**

The Company recognizes the Union as the bargaining representative of employees in the titles of Paratransit Operator, Paratransit Mechanic, Paratransit Mechanic’s Helper and Part-Time Utility. Employees in these titles shall be subject to the terms and conditions of employment herein agreed upon and shall not be covered by any provisions in the CBA covering Fixed Route service.

**ARTICLE II**

**TERM**

This Agreement shall be effective October 1, 2023 through September 30, 2026.

**ARTICLE III**

**UNION SHOP/DUES**

a) New hires shall become members of the Union within thirty (30) days after they start work. For the purpose of this Section, "member of the Union" shall mean each employee who pays dues. If an employee fails or refuses to pay dues within thirty (30) days after they start work (or fails to pay dues any time thereafter), they shall be given notice of that and will be given fourteen (14) days to pay their dues. If the employee does not pay dues or execute a dues deduction authorization form within that additional fourteen (14) day period, the Union will notify the Company and the employee, in writing, and the Company shall then promptly initiate discharge proceedings. Failure or refusal to pay dues will be deemed just cause for discharge.

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

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

related to terms and conditions of employment. The Union hereby certifies that it has established and there now exists such a procedure.

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

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

#### **ARTICLE IV**

#### **WAGES**

a) *See* Wage Rate Sheet attached hereto and made a part hereof as Exhibit "F" to this CBA.

b) During the term of this Agreement, the wages stated in this Agreement, for all employees in the bargaining unit shall be increased as follows:

First Sunday in October, 2023	9%
First Sunday in October, 2024	5%
First Sunday in October, 2025	3%

c) Picks:

1. Paratransit Operators shall have at least three (3) picks per year approximately every four (4) months. The Company shall post the pick and pick times for five (5) days prior to the start of the pick. There shall be a schedule of Operator pick times posted based on their department seniority. Each Operator shall have ten (10) minutes to pick. If the Operator fails to exercise their scheduled pick time or fails to leave a pick sheet with their pick choices with the Union Steward, then the Union Steward shall pick for them, and the pick shall be binding upon such Operator. In the event that the Union Steward fails to pick for such Operator, then the Company representatives may pick for them at their assigned picking time, and such pick shall be binding upon such Operator. The Union shall complete and return picks within three (3) days of the Company's commencement of the Operator pick.
2. Extraboard: Extraboard schedule of days off shall be posted as part of the pick. Scheduled report hours for Extraboard shall be based on a rest rule of nine (9) hours between clear time and report times. The Operator must be notified of the adjusted report time the day prior to their report. Extraboard operators shall receive a differential of one dollar (\$1.00) per hour.
3. All Operators working between the hours of 8pm-3am shall receive a night differential of one and one-half percent (1.50%) per hour.

d) Shuttle/Mini Assignment

1. Paratransit Operators will have the option to bid for the Shuttle/Mini route and shall be chosen by seniority order.

2. Paratransit Operators who bid and are chosen for the Shuttle/Mini route will be paid a differential of two dollars and seventy-five cents (\$2.75) per hour above their regular hourly rate for a total maximum of eight (8) hours per day while assigned to the Shuttle/Mini route.

3. Paratransit Operators not assigned to the Shuttle/Mini route but are chosen by the Company to cover those employees who are assigned to the route in accordance with paragraph two (2) of this Section, will be paid a differential of two dollars and seventy-five cents (\$2.75) per hour above their regular hourly rate for a total maximum of eight (8) hours per day while assigned to any piece of Shuttle/Mini route work.

4. The Company and the Union agree that the differential of two dollars and seventy-five cents (\$2.75) per hour above their regular hourly rate will also be paid to Paratransit Operators when they are performing all functions associated with preparation of the Shuttle/Mini route, including but not limited to, "deadhead".

5. The Company and the Union agree that the Company may increase the number of hours Paratransit Operators are assigned to the Fixed Route portion of the Shuttle/Mini route in response to demand or the need for such service which shall be solely determined by the Company.

6. The Company and the Union acknowledge that the Paratransit Operators assigned to the Shuttle/Mini route must exhibit excellent customer service. To achieve this result, the Company will train Paratransit Operators assigned to the Shuttle/Mini route during their regular tours of duty or compensate them if done outside their regular tours. All aspects of such training shall be solely determined by the Company.

i. If the Company determines that a Paratransit Operator does not meet customer service standards, they will be retrained.



ii. After retraining, if a supervisor or manager deems that the Paratransit Operator continues to not meet performance standards, then the Paratransit Operator will be removed from the Shuttle/Mini route and shall be placed on the Extraboard until the next pick. Such employees will then be able to bid on other routes by seniority.

7. If the Company determines that it will discontinue the Shuttle/Mini route, Paratransit Operators assigned to the route in accordance with paragraph two (2) of this Section, will be placed on the Extraboard until the next pick. In the event that the Company reduces the Shuttle/Mini route, Paratransit Operators will be chosen in reverse seniority order and placed on the Extraboard until the next pick.

e) Paratransit Operators who are assigned as Revenue Instructors for new Paratransit Operators will receive a wage differential of three dollars (\$3.00) per hour for all hours during which they are actually performing Revenue Instructor duties.

f) Maintenance Wage Differential

1. All employees of maintenance working between the hours of 8pm-3am shall receive a night differential of one and one-half percent (1.50%).

2. Mechanics shall be paid a wage differential for tasks/assignments performed below:

a. Tasks/Assignments that qualify for a wage differential are:

i. Engine diagnostics and troubleshooting related to the following performance defects: engine stalling, engine misfire, engine shut down, engine no power/slow, engine low oil pressure;

ii. Transmission troubleshooting using diagnostics software to retrieve fault codes and perform internal repairs or programming; and,

- iii. Major electrical and multiplex troubleshooting such as tracing wiring harnesses and connection issues, replacing wiring harnesses, ECM, ECU or module signal failures.
3. Effective the first Sunday in October, 2023, when the work listed in Section “2a” above is performed by a mechanic, a four dollar (\$4.00) wage differential will be paid for the time worked on the specific task/assignment.

**ARTICLE V**  
**HOURS OF WORK**

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

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

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

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

The Company will permit an employee designated by the Union to be released by Management from their regular duties, for up to eight (8) hours per week, as necessary, for the purpose of conducting Union business.

**ARTICLE VI**  
**PAID TIME OFF**

Effective January 1, 2021 – December 31, 2021, active full-time employees shall be credited Paid Time Off (“PTO”) hours on January 1, 2024 as follows:

Years of Completed Service	Max PTO Hours Accrued
Less than 1 year	56
1 year	56
2 years	64
3 years	88
4 years	104
5 years	180

The Company and Union agree that the PTO provisions in this Article (excluding the provisions with respect to holidays, as referenced below) are comparable benefits as set forth in the New York State Sick Leave Act, Labor Law Section 196-b, effective as of September 30, 2020.

Fifty-six (56) hours of accrued and unused PTO not taken in the calendar year that it is accrued shall be carried over to the following calendar year. The carryover time may not exceed fifty-six (56) hours. For employees who have accumulated more than fifty-six (56) hours of PTO, they can use their initial fifty-six (56) hours for various purposes, including sick leave, vacation, or personal time. After utilizing these first fifty-six (56) hours, employees may still request additional time off for vacation, subject to availability. Vacation requests will be processed on a first-come, first-serve basis. The Company typically reserves two (2) daily slots for vacation requests, but this allocation may be adjusted by Management based on service requirements.

Full-time employees also have the option of being paid out all accrued and unused PTO hours following the year in which it was earned or allowed to accumulate. Such accrued and unused PTO hours, as well as any hours beyond fifty-six (56) if the employee chooses to carry over their hours, shall be paid in a lump sum in January following the year in which it was to be used.

All part-time employees shall accrue one (1) hour for every thirty (30) hours worked. The accrual and use of PTO as PTO Sick shall be capped at fifty-six (56) hours per calendar year. PTO not taken in the calendar year that it is accrued shall be carried over to the following calendar year. The carryover of PTO may not exceed fifty-six (56) hours.

The calendar year shall be defined as the twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup>.

Non-active employees shall receive a pro-rated amount of PTO hours upon return from leaves of absence as referenced in Article XI of the CBA.

A. Employees can use their accrued and unused PTO for the following purposes:

- i. Vacation days. Employees shall request the use of three (3) or more PTO days in one (1) workweek to their supervisor at least thirty (30) days in advance. Responses to these requests shall be made no later than three (3) weeks prior to the date requested.
- ii. Personal days. Employees shall request the use of one (1) PTO day at least two (2) weeks advanced notice of the date requested and must be approved by the employee's supervisor unless the PTO is used for legitimate illness as referenced in subsections (iii) (a), (b) or (c) below.
- iii. PTO Sick or PTO Safety days.
  - a) For a mental or physical illness, injury, or health condition of such employee or such employee's family member, regardless of whether such illness, injury, or health condition has been diagnosed or requires medical care at the time that such employee requests such leave;

- b) for the diagnosis, care, or treatment of a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for, such employee or such employee's family member; or,
- c) for an absence from work due to any of the following reasons when the employee or employee's family member has been the victim of domestic violence which includes a family offense, sexual offense, stalking, or human trafficking. PTO used under this subsection can be utilized for the following purposes:
  - i. obtaining services from a domestic violence shelter, rape crisis center, or other services program;
  - ii. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;
  - iii. to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
  - iv. to file a complaint or domestic incident report with law enforcement;
  - v. to meet with a district attorney's office;
  - vi. to enroll children in a new school; or
  - vii. to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

1. For purposes of this Article, the reasons outlined in subsection (iii) (c) above must be related to domestic violence, family offense, sexual offense, stalking, or human trafficking. Provided further that a person who has committed such domestic violence, family offense, sexual offense, stalking, or human trafficking shall not be eligible for leave under subsection (iii) (c) above for situations in which the person committed such offense and was not a victim, notwithstanding any family relationship.
- d) When an employee who calls in sick for reasons as stated in subsection (iii) (a) and (b) above, they shall state that they are calling in “PTO sick” for the purposes of Company tracking the use of PTO sick as required under New York State Labor Law Section 196-b.
  - e) 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.
  - f) Upon the use of PTO sick leave, an employee shall except where it is impossible to do so, must at least one (1) hour before the commencement of their tour of duty for that day (two (2) hours on contractually specified holidays), causes notice of the use of sick leave and the place and telephone number where they can be found during such illness, to be given by telephone, messenger, or otherwise to their

appropriate supervisor. Except where it is impossible to do so, failure to cause such notice to be given may result in disciplinary action up to and including termination of employment.

- g) The Company reserves the right to investigate any and all employees reporting sick.
- h) For purposes of this Article only, "family member" shall mean an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent; and the child or parent of an employee's spouse or domestic partner. "Parent" shall mean a biological, foster, step or adoptive parent, or a legal guardian of an employee, or a person who stood *in loco parentis* when the employee was a minor child. "Child" shall mean a biological, adopted or foster child, a legal ward, or a child of an employee standing *in loco parentis*.
- i) The minimum use of accrued and unused PTO sick shall be limited to no less than four (4) hours. An employee shall have the option to use accrued and unused PTO sick in four (4) or eight (8) hours increments.
- j) Pay for a PTO day not used as a PTO sick day shall be computed at the employee's regular hourly rate of pay times their scheduled hours of work for that day which shall be eight (8) hours or ten (10) hours.
- k) The Company shall determine the number of employees that may be on PTO on any given day or any given week. Any conflicts regarding requests for PTO for the same period of time shall be resolved on a first

come, first served basis. This section (j) shall apply when requesting PTO as referenced in subsections (b) (i) and (b) (ii).

- l) Should any employee voluntarily/involuntarily terminate their employment with the Company, retire or leave the bargaining unit, no accumulated PTO shall be used or paid out to the employee.
- m) All FSLA regulations shall apply.
- n) The Company and the Union agree that the PTO provisions in this Article (excluding the provisions with respect to holidays as referenced below) are comparable benefits as referenced in the New York State Labor Section 196-b.

#### *HOLIDAYS*

Employees shall receive eight (8) paid holidays.

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
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

On Holidays when reduced service is provided, a Holiday sign-up sheet shall be posted for employees to indicate their intent to work or to take a day off. In the event that more employees sign-up than needed, seniority will prevail in the assignment of the work. In the event an



insufficient number of employees sign-up to work, then work will be assigned in reverse seniority order of the seniority roster. An employee assigned to work on a Holiday must work or they will be considered absent per Exhibit "C" of the CBA and forfeit their Holiday pay.

Holiday pay for a full-time employee shall be computed at the employee's regular hourly rate of pay times their regularly scheduled shift hours of either eight (8) or ten (10) hours, except that for a Holiday that falls on a Regular Day Off (RDO), pay shall be computed at the employee's regular hourly rate of pay times eight (8) hours.

Holiday pay for a part-time employee shall be computed at the employee's regular days' pay.

Employees scheduled to work on a Holiday will be paid at the employee's regular hourly rate of pay for the first eight (8) hours of work and time and one-half times their regular rate of pay, thereafter. The hours paid at time and one-half shall be excluded from the weekly hours worked towards the calculation of overtime.

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 it was an approved PTO or approved scheduled Holiday off. An unexpected use of a PTO for an illness shall be limited to those circumstances as outlined in subsection (a)(i) through (a)(iii) above and must be verified by documentation that is dated within three (3) days of taking the day and must be given to the Company within three (3) working days from the employee's return to work day.

Employees who are on leave of absence authorized pursuant to Article XI will not be paid for Holidays occurring during their period of absence.

When any such Holiday falls within an employee's PTO, such employee shall receive Holiday pay for that day, not PTO.

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 for the reasons outlined in subsection (a)(i) through (a)(iii) above; in such cases the Company can require documentation.

## **ARTICLE VII**

### **HEALTH BENEFITS/OTHER BENEFITS**

a) Transdev will offer to all of its full-time employees (and part-time employees who had health insurance with MTA LI Bus) the health plan it proposed on November 2, 2011. Effective January 1, 2022, the amounts for the HCA portion of the plan are as follows: \$1,300.00 per year for employee plus dependent(s) coverage 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 a substitute plan 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 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 and instead wish to continue coverage under the NYSHIP plan as “vestees” (employees with ten (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 employee's pay if allowed by law.

d) The amount Transdev will pay to employees who opt out of The Transdev Plan under paragraph (c) above will be increased each year of the CBA 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.

e) Employees shall have a waiting period in accordance with federal guidelines from the date of hire before being eligible for full health benefit coverage.

f) Prescription Drug Coverage: provided under The Transdev Plan.

g) Vision Care Benefits: See Exhibit "B".

h) Dental Care: See Exhibit "B".

i) Flu Vaccination Program: New hires that have not completed their probationary period shall be reimbursed with original receipt, up to sixty dollars (\$60.00) for the cost of the employee obtaining a flu vaccine.

j) Flexible Spending Accounts: See Exhibit "B".

## **ARTICLE VIII**

### **BEREAVEMENT LEAVE**

a) An employee who suffers the death of their spouse, or child, or parent shall be excused from work for up to five (5) eight (8) hour shifts or five (5) ten (10) hour shifts 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) eight (8) hour shifts or three (3) ten (10) hour shifts 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 religious accommodation to utilize their bereavement days beyond the three (3) month period will contact the Human Resources Director of their designee.

**ARTICLE IX**  
**MILITARY LEAVE**

Military leave shall be granted in accordance with applicable law.

**ARTICLE X**  
**JURY DUTY**

Employees required to perform jury duty shall receive a full day's pay for each day served up to a maximum of forty (40) hours. 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.

**ARTICLE XI**  
**LEAVES OF ABSENCE**

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

**ARTICLE XII**  
**PROBATION**

New employees shall be on probation for six (6) months from the first day of employment during which they will be considered an employee at will. During probation, the employee will be subject to the provisions of Article III.

**ARTICLE XIII**

**SENIORITY**

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

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

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

**ARTICLE XIV**

**MANAGEMENT RIGHTS**

Management reserves the right to: determine the standards of services to be offered; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

**ARTICLE XV**  
**LAYOFF AND RECALL PROVISIONS**

In the event of a layoff and resulting reassignment of work, the employee's date of seniority shall be used to determine the work schedule of those employees retained by the Company. A full-time employee accepting a part-time position shall not be covered by the provisions of this Agreement regarding full-time employees. Employees on layoff shall have recall rights for a period of one (1) year from the date of layoff. Recall after a layoff will be determined by qualifications as indicated by the employee's previous record as a Paratransit employee and at the discretion of the Company. The employee must notify the Company of their intentions within three (3) working days of notice of recall. Employees must return to work within ten (10) working days of notification of recall. Recalls are for Paratransit positions only. An employee who does not accept a re-hire offer will have waived all rights to a position with the Company.

**ARTICLE XVI**  
**GRIEVANCE AND DISCIPLINARY PROCEDURE**

**a) Grievance Procedure.**

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

2. The Impartial Arbitrator shall have the authority to decide all grievances and complaints, but he shall not have the authority to render any opinion or make any award, (i) which amends, modifies, or changes this Agreement or any of its terms; or (ii) limiting or interfering in any way with the Company's managerial responsibility to run its transit facilities safely, efficiently, and economically.

3. Once the supervisor or manager meets with the Union to schedule such a 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. The 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 has already left for the day, the employee will be notified during the employee's next scheduled day of work, unless the employee's day of work falls on a Saturday or Sunday. If so, the employee will be notified on their next scheduled workday, which falls between Monday and Friday.

4. 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.

5. Any infractions being noted from viewing a non-triggered tape of more than one (1) 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, requests from an elected official, employee complaints.

6. Any grievance or complaint which any employee may have, or any appeal from discipline, shall be presented by the employee and his Union Steward to the employee's Manager within fourteen (14) days after the grievance arose or after the employee knew of the action giving

rise to the grievance (except as otherwise provided in subsection (c) of section 3 of this Article). In the event that the matter is not satisfactorily adjusted within fourteen (14) days after the presentation to his 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 Location's Chief Operating Officer or his designee or designees. The Location's Chief Operating Officer or his 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 Location's Chief Operating Officer or his designee or designees shall deliver to the Union, in writing, his decision on the disposition of the grievance.

7. If the Union is not satisfied with the disposition of such grievance by the Location's Chief Operating Officer or his designee or designees, made as provided above, or in the case where there is a dispute concerning the interpretation or application of the provisions of this CBA, 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 Location's Chief Operating Officer or his designee or designees. If the requested arbitration arises out of interpretation or application of the provisions of this CBA, 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.



8. 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.

9. 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.

10. 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.

- a) 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.
- b) 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.

- c) 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.
- d) 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.

11. 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 shall 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.

12. 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.

13. The parties agree that when scheduling two (2) arbitrations in one day, the arbitrations may consist of two (2) arbitrations regarding a disciplinary issue or contract violation under the Paratransit Operations CBA. The parties also agree that the two (2) arbitrations may consist of one (1) arbitration dealing with a disciplinary issue or contract violation under the Fixed Route CBA and the other regarding a disciplinary issue or contract violation issue under the Paratransit Operations CBA.

**b) Disciplinary Procedure.**

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

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

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

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

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

6. Upon mutual agreement of the parties, an employee may choose to work for any period of suspension and pay a fine equal to thirty percent (30%) of 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. The Company is committed to assuring that the dignity of each employee is respected at all times. Management shall treat employees fairly and reasonably and shall assure that employees are not disciplined without just cause, and that they are notified as expeditiously as reasonably possible, and no later than thirty (30) days of when management knew of the last occurrence of the action or inaction upon which the discipline is based, with respect to any alleged violations charged by management.

**ARTICLE XVII**  
**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 new rules or regulations, it shall mail a copy thereof to the Union five (5) days before posting the same.

Operators shall have the right to request a copy and the Company shall provide such copy of the following documents for which the employee is required to sign after they have had an opportunity to review for a period of five (5) minutes. Such documents shall include, but not limited to, disciplines, the employee statement portion of the Company's accident/incident report and trail check report/document(s) unless the documents availability or distribution is regulated by a government agency.

**ARTICLE XVIII**  
**LICENSE REQUIREMENT/  
COMMERCIAL DRIVER LICENSE AND 19A EXAM**

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

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 reimburse employees for the fee associated with the renewal of a Commercial Driver's License. The Company will only reimburse employees who hold positions which require a Commercial Driver

License and have completed one (1) year of service. The reimbursement shall not exceed the fee related to the license and endorsements required to perform the applicable job function.

If the Company decides not to send its employees to a Company designated physician for the 19A exam, then the Company will reimburse employees for the fee associated with the 19A medical exam.

### **ARTICLE XIX**

#### **AMERICANS WITH DISABILITIES (ADA) REQUIREMENTS**

At the Company's request, Paratransit Bus Operators shall make any required connections with the Company's regular operation buses when accommodating Paratransit customers. All other applicable ADA requirements shall apply.

### **ARTICLE XX**

#### **UNIFORMS AND SAFETY SHOES**

##### *Uniforms:*

Uniforms issued by the Company shall be worn by employees at all times while on duty and on Company property.

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

Each part-time Bus Operator will be credited an annual uniform credit of one hundred thirty dollars (\$130.00). Each full-time Bus Operator will be credited with an annual uniform credit of one hundred ninety dollars (\$190.00). The cost of each uniform item issued will be deducted from the uniform credit until the credit is exhausted, at which time no new uniform items will be issued

until the credit is restored. Unused credit will accumulate, but in no event will it be paid out as cash.

*Safety Shoes:*

A shoe voucher shall be provided to employees every other year (voucher period). Vouchers shall not be transferable from one voucher period to another. Only shoes approved by the Company (Redwing or equivalent) shall be made available to employees by the vendor and eligible to be purchased with the voucher. Employees will be fitted for and will pick up shoes on their own time. The dollar value of each shoe voucher is:

- Bus Operators - \$200.00
- Full-time Maintenance - \$200.00

Bus Operators will be allowed to purchase a heavy winter coat from the Company at the prevailing cost to the Company.

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

A shoe committee will be created consisting of both Employer and Union to discuss choices and selections of male and female footwear.

All mechanics shall receive an annual tool allowance of three hundred fifty dollars (\$350.00) payable each January 1<sup>st</sup>. 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.

#### **ARTICLE XXI**

##### **MEDICALS**

At the Company's request, employees will report to the Medical Office.

#### **ARTICLE XXII**

##### **ACCIDENT REPORTS**

Employees shall submit completed accident, occurrence, or any other reports required by the Company. Failure of an employee to complete such reports will subject them to disciplinary action up to and including termination of employment.

#### **ARTICLE XXIII**

##### **SUBSTANCE ABUSE POLICY**

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 XXIV**  
**SUBCONTRACTING**

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

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

In the event that the Company exercises its right to subcontract the Paratransit operation in its entirety, this Agreement will terminate after any and all required statutory notice(s).

**ARTICLE XXV**  
**EMERGENCY AND SAFETY SERVICE**

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

**ARTICLE XXVI**  
**UPGRADED FIRST AID KIT**

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

**ARTICLE XXVII**  
**SHORT TERM DISABILITY INSURANCE**

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

- a) all employees who are scheduled to work thirty (30) hours or more per week shall be covered by the current short term disability insurance described below and provided by the

Company to active employees represented by the Union. In the event a thirty (30) hour per week assignment is unavailable to an employee who was previously scheduled to work thirty (30) hours or more and who was eligible for short term disability insurance coverage, and

- b) is able to work the hours required to be eligible for short term disability insurance;
- c) the employee shall continue to be eligible for short term disability insurance until determined otherwise under State law. Any dispute arising from such an occurrence shall be final and not subject to court or arbitral review.

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

### **ARTICLE XXVIII**

#### **POST ACCIDENT DRUG & ALCOHOL TEST/SUSPENSION PAY**

Employees who are out of service as a result of a Post-Accident Drug & Alcohol Test shall not receive pay or compensation for any time period while waiting for the Post-Accident Drug & Alcohol Test results.

Once the Company receives a negative test result for the employee (Clear Safety), they shall be placed on an "In-Service" status. The employee shall be paid their regular rate of pay for all scheduled hours they did not work while awaiting their Post-Accident Drug & Alcohol Test results.

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

**ARTICLE XXIX**  
**TRANSPORTATION DEPARTMENT**

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

- a) Keeping the interior of their vehicle clean and neat, sweeping the floors, closing the windows, etc.
- b) Ensuring that the “Q-Straints” are returned to their original position and reporting any missing or defective broken bus equipment to the appropriate supervisor.
- c) Moving and leaving vehicles in the yard as directed by supervisory personnel.
- d) Bus Operators are required to properly fill out DVIR forms.

**ARTICLE XXX**  
**RETIREMENT**

- a) Transdev will provide a 401K plan with employee/employer contributions.
- b) New hires (not former MTA LI Bus employees on 12/31/11) - Effective January 1, 2023, Transdev will match employee contributions of up to eight percent (8%) of gross income at a fifty percent (50%) match. (four percent (4%) maximum Transdev matching contributions).
- c) For former MTA LI Bus employees as of 12/31/11) - Transdev will match one hundred percent (100%) of employee contributions of up to three percent (3%) of gross income. Transdev will make a separate employer contribution of two percent (2%) of gross income for such employees.
- d) Transferees from LI Bus on January 1, 2012 are immediately eligible for participation in the 401K plan and 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.
- e) For purposes this Article, gross income includes wages and all other paid time.

**ARTICLE XXXI**  
**LONGEVITY PAYMENTS**

Active Paratransit employees who completed five (5) years of continuous service in a title covered by this CBA shall receive an annual longevity payment of five hundred dollars (\$500.00) on the anniversary of their date of hire. Inactive employees shall be eligible to receive this payment upon their return to active work status. This payment shall be made in an employee's regular paycheck. Continuous service in the title of Part-Time Bus Operator immediately prior to an employee's date of hire into a Paratransit title shall be deemed eligible service for the purpose of this payment. An employee who resigns, retires, or is terminated before their anniversary date shall not be eligible for their longevity payment. An employee absent from half of their scheduled tours of duty in the twelve (12) months preceding their anniversary date will not be eligible to receive a longevity payment for that anniversary date.

**ARTICLE XXXII**  
**PAYROLL WEEK AND PAY DAY**

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

b) Payroll is paid weekly. Hourly employees will have the option of direct deposit subject to submitting proper authorization.

**ARTICLE XXXIII**  
**FINE IN LIEU OF SUSPENSION**

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

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

#### **ARTICLE XXXIV**

##### **TRANSFERRING FROM PARATRANSIT TO FIXED ROUTE**

a) Only those Paratransit Operators who have been at Able Ride for one (1) year will be eligible to move to Fixed Route given that they meet the following qualifications:

1. Must have no more than one (1) preventable accident on their record;
2. Must have no more than six (6) points at the time of transfer; and,
3. No egregious discipline violations on their record (examples of egregious disciplines would be insubordination, fraud, stealing, fighting, etc.) Any individual with such violation on the record must wait one (1) year from the last discipline or violation before they are eligible.

b) Each time a class for Fixed Route operators is being hired Transdev will attempt to recruit fifty percent (50%) from the eligible list of Paratransit Operators and fifty percent (50%) from the Fixed Route Part-Time Operators.

c) If there are not fifty percent (50%) eligible Paratransit Operators at Able Ride, Transdev will take whatever balance is left from Fixed Route Part-Time Operators.

d) Over the course of time, Transdev will not have to balance out the number for Paratransit Operators promoted with the number of Fixed Route Part-time Operators promoted.

*Example:*

*Future Fixed Route class 1* - 8 full-time operators needed for Fixed Route - based on 50/50 agreement this indicated 4 operators promoted from Fixed Route Full-Time. If only able to promote 2 Paratransit Operators due to eligibility requirements described in (b) above, Transdev will promote 2 from Paratransit and 6 from Fixed Route Part-Time to obtain the 8 full-time operators.

*Future Fixed Route class 2* - 8 full-time operators needed for Fixed Route - again based on 50/50 agreement, Transdev will attempt to promote 4 Paratransit Operators from Able Ride and 4 Fixed Route Part-Time. Transdev does not have to “catch-up” either from Fixed Route class 1 above.

e) At no time shall either group, Paratransit or Fixed Route Part-Time, not be asked to supply transfers when openings become available for Fixed Route Full-Time class.

f) In the event there are an odd number of positions available for the Fixed Route Full-Time Operator openings, there will be an alternating rotation between Paratransit and Part-Time to fill the greater portion of positions.

*Example:*

*Class 1* has five positions open – Fixed Route Part-Time provides 3 people and Paratransit Able Ride provides 2.

*Class 2* has three positions open – Paratransit Able Ride provides 2 people and Fixed Route Part-Time provides 1.

If one group cannot fill their open positions, the other group will supply the necessary class candidates needed.

g) The Union will determine where the Paratransit Operators fall within the eligibility list to move to Fixed Route Full-Time when a class is available.

h) The Union will determine where the Operators fall in seniority order for Fixed Route. In the case of a dispute, the Union will hire an arbitrator to determine proper seniority if needed.

i) Paratransit Operators with health insurance benefits will retain them. Paratransit Operators without health insurance benefits will earn them from the date they were entitled to be promoted to Fixed Route.

j) No Paratransit Operators will be paid less than their current wage during Fixed Route Operator training or upon promotion. Paratransit Operators earning a salary increase from the promotion will earn whatever wage they are entitled to under the Fixed Route Operations CBA.

k) If there are operations issues at the Paratransit location, promoted Operators will remain at the Paratransit location until such time as replacement Operators are properly trained and ready to start. These Operators will receive Fixed Route pay and benefits while working at Paratransit location. The Company has sixty (60) days to complete the process.

l) Promoted Operators will have sixty (60) days to return to their previous title and seniority as Paratransit Operators for any reason starting from the first date they work in Fixed Route.

m) If for any reason there are not enough candidates to promote from either Fixed Route Part-Time or Paratransit Able Ride to fill classes for Fixed Route Full-Time, Transdev will recruit and hire from outside the Company.

n) Once a Paratransit Operator is promoted to a Fixed Route Operator position, all prior disciplines and preventable/non-preventable accidents obtained while working at Able Ride are void and the Promoted Operator shall not be credited with any seniority they obtained while working at Able Ride. The Promoted Operator shall start over as a new employee under the Fixed Route Operations CBA.

o) Any employee who transfers over to Fixed Route and begins training but returns back to Able Ride Paratransit, whether voluntarily or due to failure to meet the training qualifications,

must wait for a period of one (1) year before being eligible to apply again for movement to Fixed Route.

1. The one (1) year waiting period begins on the day the employee returns back to Paratransit.
2. The employee returning to Paratransit resumes their Paratransit rate of pay and seniority.
3. The employee returning to Paratransit resumes their previous Paratransit accident, disciplinary and attendance record.
4. Once the employee completes their one (1) year waiting period to transfer to Fixed Route, the employee must still meet the requirements for transfer as specified in Section (a) of this Article.

#### **ARTICLE XXXV**

##### **FLEXIBLE REPORT AND CLEAR TIMES FOR BUS OPERATORS**

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

The purpose of these schedules shall be to allow management flexibility in scheduling its bus operator workforce to more efficiently accommodate the daily service demands of its Paratransit customers. Bus Operators covered by this provision shall have flexible report and clear times for each tour of duty. The report and clear time shall each vary within the confines of a six (6) hour window identified on the posted schedule selection within the depot. Employees shall call into Paratransit at a set time each day before their tour of duty to learn their scheduled report and clear time for the next day. Schedule changes under this system will be both posted in writing in the depot and recorded on the depot's automated telephone system for operators to access via the depot's telephone number.



The daily report time, clear time, and scheduled hours may vary from day to day in accordance with the needs of service. Employees who select a flexible schedule will receive a shift differential of one dollar (\$1.00) per hour for regularly scheduled hours actually worked (forty (40) hours per week) regardless of whether or not the employee's schedule was modified. Flexible schedule modifications will be based on the needs of service. In the event management determines that more than one (1) employee on a flexible schedule is available to be shifted at a given time, employees shall be assigned schedule shifts in either reverse seniority order, or another order mutually agreeable to both parties. In the event management determines that more than one (1) employee on the flexible schedule system is available to be extended at a given time, employees shall be assigned extended tours based upon low overtime hours for the week.

#### **ARTICLE XXXVI**

#### **CANCELLATION OF EXTRA/RDO ASSIGNMENTS**

Management shall have the right to cancel extra work and regular day off Operator assignments that become unnecessary or inefficient due to an abnormally large number of customer cancellations of scheduled trips in the Paratransit system. Employees will not be paid for cancelled work assignments provided the employee is notified a minimum of two (2) hours prior to report time. If cancelled less than two (2) hours prior to report time the Operator shall be paid for the assigned work hours. The decision to cancel work assignments shall be at the sole discretion of the COO or their designee. Work assignments may be cancelled until two (2) hours before the scheduled report time. Notification of cancelled work assignments will be posted at the depot in writing as soon as practical, but not less than two (2) hours before the scheduled report time of the run. Additionally, management will make a good faith effort to reach the employee by telephone no less than two (2) hours before their scheduled report time at a telephone number provided by

the employee to the Company. Cancellations will also be recorded on the depot's automated telephone system for operators to access via the depot's telephone number.

### **ARTICLE XXXVII**

#### **ASSAULT PAY**

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 the first one-(1) to fifteen consecutive (15) 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 it 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.

### **ARTICLE XXXVIII**

#### **LABOR MANAGEMENT COMMITTEE**

The parties agree to establish a Labor-Management Committee consisting of two (2) management representatives and two (2) union representatives. The function of the Committee will be to meet periodically to review various issues, including but not limited to work rules,

customer relations, disciplinary procedures, employee availability and any other issues as the parties from time to time, by agreement, may refer to the Committee for review and resolution. Issues that remain unresolved by the Committee may be referred in writing, as required, to the Presidents of the Company and the Union for discussion and possible resolution.

The Company and the Union agree that a topic for discussion within the Committee shall be specific bathroom facilities and their locations for both female and male employees.

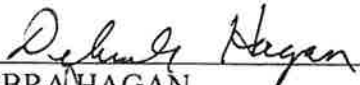
**ARTICLE XXXIX**  
**SEPARABILITY**

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.


ALL EXHIBITS AND SIDE LETTERS 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.

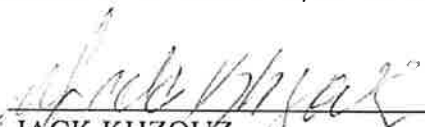
**TRANSPORT WORKERS UNION,  
LOCAL 252, AFL-CIO**


By:   
DEBRA HAGAN  
PRESIDENT

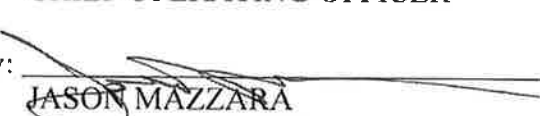
By:   
DAN BUSA  
VICE-PRESIDENT

By:   
THOMAS CALLAGY  
VICE-PRESIDENT

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

By:   
JACK KHZOUZ  
CHIEF EXECUTIVE OFFICER

By:   
SUDESH DE SILVA  
CHIEF OPERATING OFFICER

By:   
JASON MAZZARA  
CHIEF TRANSPORTATION OFFICER

**EXHIBIT "A"**

**AUTHORIZATION FOR DEDUCTION OF DUES LOCAL 252  
TRANSPORT WORKERS UNION**

UNION'S COPY

I hereby authorize TRANSDEV 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'S COPY

I hereby authorize TRANSDEV 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"**

**SUPPLEMENTAL BENEFITS**

I. Disability Benefits:

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

II. Vision Care:

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

Company: 80%

Employee and all dependent tiers: 20%

III. Dental:

The Company will provide a group dental plan currently administered by Delta Dental of IL, presented on November 10, 2011. With an increased cap of \$2,500. The percentages the Company will contribute toward the vision plan are:

Company: 80%

Employee and all dependent tiers: 20%

IV. Flexible Spending Account:

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

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

V. 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.

VI. 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.

VII. 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.

**EXHIBIT "C"**

**Transdev Attendance Policy - Paratransit Operators and Part-Time Utility Employees**

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 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 that quality service is provided at all times. 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 action up to and including termination.

After an employee has exhausted fifty-six (56) hours of paid time off (PTO) used for sick time purposes on an annual basis as allotted per Article VI – Paid Time Off of the CBA, 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 & works | 1 point  |
| c. Late for Scheduled Shift and Sent Home              | 1 point  |
| d. Fail to Complete Entire Shift                       | 1 point  |
| e. Fail to Complete at least 50% of Shift              | ½ point  |

- |  |          |
|--|----------|
| f. Absence with Timely Call In, each Additional Day is<br>(1) Point to a maximum of (3) points | 1 point  |
| g. No-Show, No Call  | 3 points |
| h. Fail to Attend Safety Rally   | 1 point  |

All Paratransit 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 Operations 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.

Paratransit 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 four (4) 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 and Maintenance Department employees as follows:

1. At 4 points, a written notice, including re-instruction, will be issued to the employee by the Operation Manager in a formal hearing.
2. At 6 points, a FINAL written notice, including re-instruction, will be issued to the employee by the 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 Operation 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 (0) points.

***Definitions:***

*“Authorized Absences”*

The Company and the 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

- Suspension, Disciplinary Actions
- Approved PTO
- W/C Hearings and Procedures
- Subpoena Court Matters
- Union Release Time
- Any Other Approved Time Off

*“Late For Schedule Shift”*

An employee is late for four (4) or more minutes of 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”*

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

*“Failure to Complete At Least fifty percent (50%) of Shift”*

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

*“Absence (Called-In)”*

An employee who has called in as 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 a following day until a maximum of three (3) points are earned. An employee out for three (3) or more consecutive days will only earn three (3) points. An employee out 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 Doctor” if additional clearance is necessary.

*“No Call, No Show (NCNS)”*

An employee fails to show for assigned shift without calling to notify the proper manager. Three (3) consecutive days of NCNS or three (3) NCNS within any rolling twelve (12) month period will result in termination.

*“No Fault Attendance Policy”*

The Company does not determine the validity of the absence or lateness. Points are issued regardless of the reason for the lateness or absence. The intention of the program is to identify employee’s performance tendencies and remedy the identified issues with appropriate discipline in accordance with the point system. The policy also includes a yearly pay-out for outstanding attendance.

***Transdev Attendance Policy – Paratransit Mechanic and Paratransit Mechanic’s Helper***

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 discipline up to and including termination.

After an employee has exhausted fifty-six (56) hours of PTO on an annual basis used for sick time purposes as per Article VI – Paid Time Off of the CBA, the employee will be assessed points for unpaid 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<br>each additional day is one (1) point to a maximum<br>of three (3) points | 1 point  |
| c. Late for Scheduled Shift, 34 minutes or more  | 1 point  |
| d. Fail to Complete Shift  | 1 point  |
| e. No Call, No Show  | 3 points |

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)”*

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

*“No Call, No Show (NCNS)”*

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

**EXHIBIT "D"**  
**ACCIDENT REVIEW BOARD**

*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 Accident Review Board (ARB) is to allow an employee to appeal the determination made by Transdev that the accident/incident in which they were involved was preventable.

*ARB and the 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 re-examination of the facts leading to an accident/incident which was determined by Transdev as preventable, with the possibility of reversal.

*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.

The two (2) representatives chosen by the Union will be randomly selected from a pool of applicants meeting the following criteria:

1. Must have three (3) years driving experience with Transdev/NICE Bus;
2. Must have no preventable accidents within two (2) years prior to the date of appointment;
3. Must have no disciplinary actions within two (2) years prior to the date of appointment;

4. 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 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.

*Costs and Payment of Wages*

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

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.

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.

*Frequency of ARB Meetings and ARB Review Process*

The ARB will meet monthly, if necessary. The meeting date will be determined by the Transdev Safety Department after consultation with the Union.

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.



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

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.

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.

Unless previously agreed, if either party, 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.

#### *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.

*Resignation, Dismissal or Disqualification from the ARB*

- Board members may resign from the ARB at any time.
- Board member may be disqualified from the ARB if they fail to continue to meet the minimum qualifications indicated above.

**“EXHIBIT “E”**

**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 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 ten (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 four (4) months will be granted to each employee. No discipline will be given to an employee during this four (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 seven (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.

**EXHIBIT "F"**  
**WAGE RATE SHEET**

<b><u>Classification</u></b>			
<b>Operator</b>	<b>10/01/2023</b>	<b>10/06/2024</b>	<b>10/05/2025</b>
Entrance	\$21.6794	\$22.7634	\$23.4463
25th	\$22.4813	\$23.6054	\$24.3136
37th	\$23.1254	\$24.2817	\$25.0102
49th	\$23.5197	\$24.6957	\$25.4366
Para Mechanic	\$27.9232	\$29.3194	\$30.1990
Para Helper	\$23.1386	\$24.2955	\$25.0244
Para PT Utility*	\$17.5708	\$18.4493	\$19.0028

\*Or, the greater of the Nassau County Living Wage or Minimum Wage

**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

*Part-Time Utility*

During collective bargaining negotiations, the Parties agreed that the Part-Time Utility employees who are assigned to the Company's Paratransit location and are recognized under the Fixed Route Collective Bargaining Agreement would cease being recognized under the Fixed Route Collective Bargaining Agreement. Instead, these Part-Time Utility employees will be recognized under the Paratransit Operations Collective Bargaining Agreement. Accordingly, the Parties have agreed to add the Part-Time Utility title to Article I - Recognition of the Paratransit Operations Collective Bargaining Agreement.

It is the understanding of the Parties that the Part-Time Utility employees, who are now recognized under the Paratransit Operations Collective Bargaining Agreement, shall not retain any seniority rights, including recall rights, or benefit entitlements, including vacation and sick time, as a result of their prior service under the Fixed Route Collective Bargaining Agreement. Instead, these employees shall only retain their prior hourly pay rate as well as their medical, vision and dental insurance if applicable. These Part-Time Utility employees will establish seniority within the Paratransit division effective upon execution of this Collective Bargaining Agreement.