

AGREEMENT

Between



TRANSDEV SERVICES, INC.

and



AMALGAMATED TRANSIT UNION – LOCAL No. 1208

January 1, 2022

Through

December 31, 2025

Table of Contents

GENERAL PROVISIONS.....4

ARTICLE 1: RECOGNITION, MANAGEMENT, EMPLOYEE COOPERATION AND NONDISCRIMINATION..... 4

ARTICLE 2: NEGOTIATIONS..... 5

ARTICLE 3: CHECK-OFF OF MEMBERSHIP DUES AND CREDIT UNION DEDUCTIONS.....5

ARTICLE 4: PROBATIONARY PERIOD..... 6

ARTICLE 5: DISCIPLINE OF EMPLOYEES.....6

ARTICLE 6: GRIEVANCE AND GRIEVANCE PROCEDURES..... 7

ARTICLE 7: ARBITRATION AND ARBITRATION PROCEDURES..... 8

ARTICLE 8: STRIKES AND LOCK-OUTS.....8

ARTICLE 9: LEAVE OF ABSENCE..... 8

ARTICLE 10: ACCIDENT PREVENTION.....9

ARTICLE 11: ACCIDENTS AND UNUSUAL OCCURRENCE REPORTS..... 9

ARTICLE 12: FREE TRANSPORTATION.....9

ARTICLE 13: BEREAVEMENT BENEFITS..... 10

ARTICLE 14: INSURANCE AND SICK LEAVE..... 10

ARTICLE 15: COURT ATTENDANCE.....11

ARTICLE 16: PHYSICAL EXAMINATIONS.....11

ARTICLE 17: VACATIONS..... 12

ARTICLE 18: HOLIDAY PAY..... 13

ARTICLE 19: INCENTIVES AND COST OF LIVING..... 14

ARTICLE 20: WORK WEEK AND PAYDAYS..... 15

ARTICLE 21: REDUCTION IN PERSONNEL AND RE-EMPLOYMENT..... 15

ARTICLE 22: DISABLED EMPLOYEES..... 16

ARTICLE 23: SEPARATION STATEMENT..... 16

ARTICLE 24: BULLETIN BOARD.....16

ARTICLE 25: PENSION..... 16

ARTICLE 26: TECHNOLOGY RIGHTS..... 16

ARTICLE 27: PROMOTIONS..... 17

PROVISIONS RELATING TO MOTOR COACH OPERATORS..... 17

ARTICLE 28: SENIORITY..... 17

ARTICLE 29: UNIFORMS AND LICENSES..... 17

ARTICLE 30: RUNS, DAYS OFF - MOTOR COACH OPERATORS..... 18

ARTICLE 31: SELECTION AND ASSIGNMENT OF REGULAR RUNS..... 19

ARTICLE 32: EXTRA WORK.....20

ARTICLE 33: SPECIAL ASSIGNMENTS.....21

ARTICLE 34: LAY-OFFS.....22

ARTICLE 35: PERMANENT AND TEMPORARY VACANCIES AND VACATION RUNS.....22

ARTICLE 36: MISS-OUT/CALL-IN..... 23

ARTICLE 37: MINIMUM PAY PROVISION.....	23
ARTICLE 38: TIME ALLOWANCE.....	23
ARTICLE 39: WAGE SCALE AND CLASSIFICATIONS.....	24
ARTICLE 40: OVERTIME - MOTOR COACH OPERATORS.....	24
PROVISIONS RELATING TO MAINTENANCE EMPLOYEES.....	24
ARTICLE 41: SENIORITY - MAINTENANCE EMPLOYEES.....	24
ARTICLE 42: DEFINITIONS OF CLASSIFICATIONS & RATES.....	24
ARTICLE 43: WORKDAY AND DAY OFF - MAINTENANCE EMPLOYEES.....	26
ARTICLE 44: ASSIGNMENT OF WORK - MAINTENANCE EMPLOYEES.....	26
ARTICLE 45: PROMOTIONS - MAINTENANCE DEPARTMENT.....	27
ARTICLE 46: TEMPORARY TRANSFERS.....	27
ARTICLE 47: MINIMUM PAY PROVISIONS.....	27
ARTICLE 48: EQUIPMENT FURNISHED TO EMPLOYEES.....	27
ARTICLE 49: MAINTENANCE EMPLOYEES OTHER TIMES.....	28
ARTICLE 50: OVERTIME - MAINTENANCE EMPLOYEES.....	28
ARTICLE 51: FUTURE LAWS, STATUTES, ETC.....	28
ARTICLE 52: PROVISIONS RELATING TO DISPATCHERS, CUSTOMER SERVICE AND PARTS CLERK.....	29
ARTICLE 53: WAIVERS.....	30
ARTICLE 54: NOTICES.....	30
ARTICLE 55: PRIOR AGREEMENTS.....	30
ARTICLE 56: DURATION OF AGREEMENT.....	30

AGREEMENT

This AGREEMENT made and entered into by and between Transdev Services, Inc., its successors or assigns, each hereinafter referred to as the "COMPANY," and Local #1208 of the Amalgamated Transit Union, hereinafter referred to as the "UNION".

W I T N E S S E T H

That the parties hereto contract and agree as follows:

GENERAL PROVISIONS

ARTICLE 1: RECOGNITION, MANAGEMENT, EMPLOYEE COOPERATION AND NONDISCRIMINATION

SECTION 1. The COMPANY recognizes the right of its employees to bargain collectively through representatives of their own choice, and recognizes the UNION as the exclusive bargaining representative of all its employees covered by this

AGREEMENT.

Jurisdiction of the UNION and the appropriate unit for collective bargaining are defined as embracing all operating and maintenance employees included within the classifications of employees as set forth in the wage section of the AGREEMENT.

The COMPANY and the UNION each agree that there shall be no discrimination by either party against any applicant, employee, or UNION member because of race, creed, color, sex, age, or national origin, and that each party agrees to adhere to and conform with the Presidential Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

SECTION 2. When the term "employee" or the masculine gender is used in the AGREEMENT, it shall mean an employee coming within the scope of this AGREEMENT and shall encompass both male and the female gender.

SECTION 3. All rights of management which are not specifically limited by the provisions of other articles of this AGREEMENT are retained by the COMPANY. The COMPANY'S failure to exercise any function or right hereby reserved to it, or its exercise of any function or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor preclude the COMPANY from exercising the same in some other way not in conflict with the express provisions of this AGREEMENT.

The management of the business and the direction of the working forces, including, but not limited to, the right to plan, direct, and control all the operations or services to be performed by employees of the COMPANY; to schedule the working hours; to determine qualifications of physical fitness and ability of its employees to perform the work including the right to require testing for suspected drug or alcohol abuse; to hire; to promote; to evaluate; to demote; to transfer; to suspend; to discipline; to discharge for just cause; to relieve employees because of lack of work or for other legitimate reasons; to train employees; to classify employees; to assign work including overtime to employees and supervisors; to determine and redetermine job content; to control the making of schedules and assignments; to determine the amount of service on scheduled lines; to determine the frequency of service; to assign employees to Special Assignments; to determine the amount of time allowed on schedule runs; to make and enforce reasonable work rules and regulations; to determine the size and composition of the work force; to introduce new and improved methods, materials, equipment or facilities; to change or eliminate existing methods, materials, equipment or facilities; to determine the number and time of shifts; to establish new jobs; and, to abolish or change the number of jobs are the exclusive function of management, limited only by the express language of this AGREEMENT addressed to a specific function of management; provided, however, that such rights shall not be exercised to conflict with any of the express written provisions of this AGREEMENT.

SECTION 4. The employees shall work at all times to the best interest of the COMPANY; they shall operate and handle COMPANY'S vehicles carefully and with utmost regard to the safety of all passengers, the general public and the equipment; they shall operate and handle COMPANY'S vehicles at all times in full compliance with the rules of the COMPANY, city ordinances, and state laws; and they shall give the riding public courteous and respectful treatment at all

times to the end that the COMPANY's service may improve and grow. No employee shall accept employment with another employer that shall in any way interfere with his work for the COMPANY.

SECTION 5. All service shall be manned by hourly paid employees except in cases of emergency.

SECTION 6. All dispatch work shall be performed by dispatchers or supervisors so designated by the COMPANY.

SECTION 7. Union and its local representatives shall have reasonable access (via access card) to the employers' facilities for meetings, handling of grievances and conducting other union business, provided the Union and its representatives do not disrupt work. Access will be allowed for all areas available to operators and mechanics.

The union and its representatives shall have the right to meet with bargaining unit employees on the employer's property, during business hours, and communicate with employees via employee mailboxes and email provided the union does not disrupt work. Any and all communication between the union and the employees must take place at times that the employee is off work.

The company shall provide the union with all employee disciplines and determinations related to the Accident Review Board. Any new policies or procedures must be provided to the union 10 days prior to implementation. By the 15th of each month the union shall be provided an updated list of vacation and sick time available to each employee per the end of the previous month. The company and the union will determine a secure location to provide communication directly to the union, but all information will also be emailed to the union president, or his/her singular designee.

The union shall provide the company updated lists of organizational changes as they occur including phone numbers, and the company shall provide the union a list of organizational management changes as they occur including company phone numbers.

SECTION 8. Labor/Management Committee. The parties agree to establish a four (4) member Labor-Management Committee for the purpose of discussing and recommending resolution of problem(s) and implementing suggestions that may arise from time to time. The Committee also shall discuss and recommend improved safety practices. The Committee shall meet at least once every calendar quarter or more often as may be mutually agreed between the Company and the Union. Two (2) members will be appointed by the Union and two (2) members by the Company. All recommendations from the committee must be in writing and mutually agreed to by the Company and the Union, signed by the General Manager of the Company and the President of the Union before the agreement is final and binding upon the Company and the Union.

ARTICLE 2: NEGOTIATIONS

SECTION 1. It is mutually agreed that all business comprehended by this AGREEMENT shall be transacted between the properly accredited officers or agents of the COMPANY and the regularly elected officers of the UNION or duly accredited committee thereof, composed of employees of the COMPANY, with or without an international officer or officers of the Amalgamated Transit Union, and/or an attorney qualified to practice law.

SECTION 2. The UNION agrees to furnish the COMPANY with an up-to-date list of all its officers and committee members and to immediately notify the COMPANY of any and all changes thereto.

ARTICLE 3: CHECK-OFF OF MEMBERSHIP DUES AND CREDIT UNION DEDUCTIONS

SECTION 1. COMPANY agrees to withhold from any available wages earned or to be earned by UNION member during the second pay period of any month, the regular, periodic and current monthly membership dues and assessments of such member and transmit the same to the UNION by way of electronic transfer of funds within ten (10) days after their withholding upon presentation of the following "Wage Assignment, Authorization and Directive" printed on a form furnished by the UNION and individually and voluntarily completed and executed by a UNION member. Such authorization request shall also authorize COMPANY to base the deductions on a list to be furnished to it each month by the Financial Secretary of the UNION showing the names of the members and the amounts of the regular monthly membership dues and assessments to be deducted from the pay of each member. Whenever such list indicated that the amount of the membership dues and assessments has been changed, it shall be accompanied by a certificate by the Financial Secretary of the UNION

that such change in the amount of membership dues and assessment has been brought about in accordance with the Constitution and By-Laws of the UNION.

WAGE ASSIGNMENT

I hereby assign to local 1208 of the Amalgamated Transit Union from any wages earned or to be earned by me as your employee, my periodic dues, initiation fees and assessments, or the established and applicable fee equivalent, in such amounts as are now or hereafter established by the Union and become due to it, as my membership dues, or the established and applicable fee equivalent, in said Union. I authorize and direct you to deduct and withhold such amount from my pay and to remit the same to said Union.

This assignment, authorization and direction shall be irrevocable for a period of one year from the date hereof or until the termination of the Collective Bargaining Agreement between the Employer and the Union, whichever occurs sooner. I understand that Union membership is not a condition of this authorization and that this authorization may only be revoked as specifically provided by its terms.

I agree and direct that this assignment, authorization and direction shall be automatically renewed for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Union, whichever shall be shorter, unless written notice or revocation is given by me to the Union and Employer not more than twenty(20) calendar days and not less than ten(10) calendar days prior to the expiration of each period of one year, or of each applicable collective bargaining agreement between employer and the Union, whichever occurs sooner.

SECTION 2. The COMPANY further agrees to deduct from each employees earnings an amount authorized by said employee in writing and pay same into the City of Jackson Employees Federal Credit Union on behalf of the employee. Such deductions shall be made each pay period in multiples of one dollar (\$1.00) with a minimum of five dollars (\$5.00). "COPE" Contribution with a minimum of \$1.00 per month to be withheld on the first pay period of each month.

ARTICLE 4: PROBATIONARY PERIOD

SECTION 1. All new employees coming within the scope of this AGREEMENT shall be on probation for a period of one hundred twenty (120) calendar days from the date of employment. Such probationary period shall constitute a trial period during which the COMPANY is to judge the ability, competency, fitness, and other qualifications of new employees to do the work for which they were employed. During such probationary period, the COMPANY may discharge them for any cause at any time and its right to do so shall not be questioned. The UNION shall not assert or present any grievance on behalf of any such employee because of any matter or occurrence whatsoever within such probationary period.

ARTICLE 5: DISCIPLINE OF EMPLOYEES

SECTION 1. Any employee who has been suspended or discharged for violation of any of the rules of the COMPANY shall have the right to have his or her case taken up by the officers or committee of the UNION with the official or officials of the COMPANY designated by the COMPANY. If it is found and mutually agreed that such employee was not guilty of the charge for which he was suspended or discharged, he shall be reinstated and paid for all time lost through such suspension or discharge at his regular straight time hourly rate of pay. The COMPANY agrees to give the employee and the UNION a complete and precise copy of all charges against the employee within five (5) days of the date of knowledge of the occurrence. The employee is entitled to UNION representation, if so desired.

SECTION 2. Nothing shall be entered into an employee's employment record unless the employee has been made aware of same.

SECTION 3. All charges preferred by the COMPANY against its employees for violation of its rules or other offenses must be preferred within five (5) days after any such alleged violation or offense has been made known to the COMPANY. If the charges are not preferred within the time limits set forth herein such alleged violation or offense shall be forever barred and extinguished, provided however, that any violation of the rules pertaining to the handling of fares shall not come within the scope of the foregoing provisions of this section.

SECTION 4. If any employee is charged with an offense involving the mishandling of fares, the misappropriation of the COMPANY's funds or property, immorality or drunkenness neither such charge nor the discipline meted out in connection therewith shall be subject to the grievance and arbitration provisions in this AGREEMENT unless the grievance

or demand for arbitration in such cases be accompanied by the signed authorization of the employee involved authorizing the COMPANY to submit any and all information and facts pertaining to the case to whomsoever they may concern.

SECTION 5. Before discharge for an accumulation of minor infractions, the employee shall receive at least one written warning and a final written warning notice signed by proper authority, provided, however, that the following shall be cause for immediate dismissal without prior warnings: dishonesty; recklessness resulting in accident while on duty; carrying of unauthorized and/or unpaid passengers without making a good faith effort to collect a fare; handling passenger fares without Company authorization; being absent without notifying the Company for a period of three (3) consecutive work days without a reasonable excuse; sleeping while on duty; use of profanity, abusive or threatening behavior toward a passenger, any member of the public, fellow employee, supervisor, or other company official; possession of a firearm or other weapon while on duty or on Company property; falsifying time or revenue records, or the original employment application in respect to criminal record; falsifying original employment application, conviction of a criminal offense or DWI driving offense; registering positive on a controlled substance test administered in accordance with the Substance Abuse Policy

SECTION 6. The time limits set forth in this Article shall exclude Saturday, Sundays and Holidays.

ARTICLE 6: GRIEVANCE AND GRIEVANCE PROCEDURES

SECTION 1. A grievance is defined to be:

- (a) Any controversy between COMPANY and the UNION as to any matter involving the interpretation or application of the terms of employment as herein set forth; and
- (b) Any controversy between COMPANY and the UNION as to whether or not an employee suspended or discharged for violation of any rule of COMPANY is guilty of such violation.

SECTION 2. In the settlement of grievances under the terms of this AGREEMENT, the following procedures shall be observed:

FIRST: The Employer will accept emailed grievances. The grievances must include the grievant name, the issue being grieved, and remedy sought. Grievances must be emailed to the appropriate immediate supervisor no later than 11:00 pm and may only be sent by an Executive Board member. The time to respond will start on the following business day.

No grievance shall be entertained or considered unless it is presented in writing to the employee's immediate supervisor:

- (a) Within five (5) days after the act or incident occurred which gave rise to the controversy involving the interpretation or application of the terms of employment as herein set forth; or
- (b) Within five (5) days after the suspension or discharge of any employee for violation of a rule of the COMPANY.
- (c) The employee and his Union representative, if the employee desires, and the immediate supervisor shall meet within these five (5) days to discuss the grievance. Within three (3) days after the meeting, the supervisor shall provide a written answer to the grievance to the employee and the Union.
- (d) Nothing in this section herein above contained shall prevent the proper representatives of either party from discussing any and all matters pertaining to grievances prior to their reduction to written form.

SECOND: If not settled in the step above, the grievance shall be delivered to the General Manager within five (5) days after the employee's receipt of the Company's answer. A meeting between the President of the Local Union or his designee and the General Manager or his designee shall be held within seven (7) days following the Company's receipt of the written grievance in this step. The General Manager's reply shall be delivered to the Local Union, no later than 10 days after the meeting in this step.

Failure of either the Company or the Union to comply with the time periods in either presenting grievances and/or answering grievances shall constitute a forfeiture of the failing party's position in the grievance.

The time limits set forth herein may be extended by either party, by mutual agreement between the General Manager and the Local Union President or their designees.

SECTION 3. The time limits set forth in this Article shall exclude Saturday, Sundays and Holidays.

ARTICLE 7: ARBITRATION AND ARBITRATION PROCEDURES

SECTION 1. If the parties are unable to reach a settlement of the grievance using the procedures outlined in Article 6, either party may submit the grievance to arbitration by sending a demand for arbitration to the other party by certified mail within twenty-five (25) days after the denial of the grievance in Step II of the grievance procedure. Only grievances which have been filed in writing processed in the manner and within the time limits set forth in Article 6 and this Article shall be subject to arbitration.

SECTION 2. After a demand for arbitration has been made, the party requesting arbitration shall apply to the Federal Mediation and Conciliation Service for a list of seven (7) qualified arbitrators. The parties shall confer within seven (7) days of the receipt of the arbitration list for the purpose of striking names from the list. The parties shall strike names from the list alternately, and the moving party shall strike first. The arbitrator remaining after each party has three (3) strikes shall be named the arbitrator for the grievance.

SECTION 3. Unless both parties agree on a differing procedure, only one issue may be submitted to the arbitrator in any one hearing.

SECTION 4. The arbitrator shall not have any authority to add to, subtract from, amend, modify, ignore or nullify any of the terms of this AGREEMENT. The scope of the arbitrator's authority shall be limited to conducting the hearing, examining the witnesses of each party, considering the evidence and briefs, if any, and interpreting the language for the sole purpose of determining whether a specified provision thereof has been breached with respect to disputes qualifying under Section 1 of Article 6, or in the case of discharges, whether such discharges were for just cause.

SECTION 5. The cost of arbitration, including the cost of the court reporter and transcript where requested by the arbitrator shall be borne equally by the parties, except that each party shall pay the full cost of its own attorneys, witnesses, and investigation. UNION committeemen and officials shall not be paid for time spent participating in arbitration.

SECTION 6. The decision of the arbitrator shall be in writing and served upon the COMPANY and the UNION. The arbitrator's decision shall be final and binding. Under no circumstances shall an employee be made more than whole or receive back pay for a period prior to the filing of the grievance. Further, no award of back pay shall exceed the amount of wages the employee would have earned at his or her regular rate less any unemployment compensation or any compensation from any source that he/she received while not working for the COMPANY.

SECTION 7. All proceedings shall take place in Jackson, Mississippi.

SECTION 8. The time limits set forth in this Article shall exclude Saturday, Sundays and Holidays.

ARTICLE 8: STRIKES AND LOCK-OUTS

SECTION 1. It is understood and agreed that during the life of this AGREEMENT there shall be no strike on the part of the UNION or lock-out on the part of the COMPANY for any issue which this AGREEMENT provides a means of settling, and neither will the UNION authorize or support a so-called "sympathetic" strike of its members.

SECTION 2. The primary purpose of this Article rests in the mutual desires of the parties to this AGREEMENT to provide uninterrupted transportation service to the citizens and residents of Jackson, Mississippi.

ARTICLE 9: LEAVE OF ABSENCE

SECTION 1. Members of the UNION who may be elected or appointed to any office of the UNION or its international organization, which requires absence from the service of the COMPANY, shall be granted a leave of absence, without pay or benefits and without loss of seniority, to attend the duties of such office; such employee must apply for

reinstatement within thirty (30) days from date of retirement from such office. Local UNION officers shall be granted a reasonable amount of time off, without pay, from their regularly assigned duties when so requested to attend to UNION business. The COMPANY agrees to pay fifty percent (50%) of lost time for a maximum of three (3) employee negotiators during collective bargaining.

SECTION 2. The COMPANY may grant a leave of absence for a purpose other than those herein above set forth for periods not to exceed thirty (30) days provided, however, that the granting of such leaves shall be taken subject to the provisions of Sections 2, 3, and 4 of this Article. Employees applying for leaves of absence shall request same in writing at least seven (7) days prior to such leave, except in case of emergency, indicating therein their reason for such leave. In no event will leaves be granted for the purpose of trying out other employment. Any additional extension of a leave of absence requested because of unusual or emergency reason may be granted if mutually agreeable with the COMPANY and the Executive Committee of the UNION.

Employees applying for a reinstatement after a leave of absence of more than thirty (30) days must be able to qualify for the job under the then existing employment standards of the COMPANY, and their compensation shall be at the then prevailing rate.

Employees returning from leaves of absence shall retain their original assignment at the time of leaving, except in cases where vacancies, new positions, or changes have been made during the period of their absence; in which event such employees shall be allowed to exercise their seniority in displacing a junior employee on such vacancies, new positions, or changes.

SECTION 3. The period of leave of absence shall not be considered time worked or service with the COMPANY (except leave of absence of any of the work for the UNION or International Union) within the meaning provided for in Section 1.

SECTION 4. Employees on leave of absence from COMPANY's service shall be furnished a letter covering such leave of absence. A copy of such letter shall be furnished to the UNION.

SECTION 5. Leave of absence from the service of the COMPANY due to bona fide illness shall be without pay and without loss of seniority, provided however, any employee on extended sick or disability leave in excess of six (6) months shall be responsible for payment of group insurance and other employee benefit contributions, and may continue his insurance coverage by paying the total premium as established on a group basis each month in advance.

SECTION 6. No holiday or vacation pay shall continue for those employees on extended leaves of absence, in excess of six (6) months, sick or otherwise, and further, no sick leave or lost time benefits shall accrue or continue after he has expended that available to him at the beginning of his leave. During the leave of absence, the employee shall not engage in gainful employment without prior permission from the Union and COMPANY. Such permission will be extended only in unusual and warranted cases.

ARTICLE 10: ACCIDENT PREVENTION

SECTION 1. The UNION recognizes that accident prevention work is necessarily incident to the operation of the COMPANY's transportation system and that safety programs, safety meetings and general accident preventions work is mutually beneficial both to the COMPANY and to the employees. The UNION therefore, agrees that it will encourage the employees to cooperate with the COMPANY in such safety work and will urge them to attend all safety meetings held and conducted by or for the COMPANY and to take an active part and interest in accident prevention work.

SECTION 2. The COMPANY agrees that all buses and equipment will be maintained and kept in a safe operating condition at all times. The Company shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. The Director of Maintenance of his/her designee shall determine in writing if a vehicle is properly equipped to operate. The Company will provide a safe working environment in the maintenance and shop area.

ARTICLE 11: ACCIDENTS AND UNUSUAL OCCURRENCE REPORTS

SECTION 1. Any accident/incident involving COMPANY or the property of the COMPANY (including personal injury accidents, unusual events including disturbances, ejections, or any unusual occurrence however apparently insignificant) in any manner shall be fully, properly and completely reported by employee involved in the method prescribed by the COMPANY. All accidents/incidents are to be reported by telephone or radio immediately to the supervisor. Such reports shall be completed on the same day as the accident occurred, except when other arrangements are made due to the

physical and mental condition of the employee. However, all accidents/incident reports are to be turned in and completed within twenty-four (24) hours of the accident/incident.

SECTION 2. Any employee who after submitting full, complete and proper reports as aforesaid, is required to appear for additional reports or examination shall be paid for the time actually consumed therein.

ARTICLE 12: FREE TRANSPORTATION

SECTION 1. All employees and legal spouse of employees shall be entitled to free transportation over all lines owned and operated by the COMPANY according to the rules and regulations of COMPANY. Retired employees employee's dependents up to age 21 shall be entitled to free transportation over all lines owned and operated by the Company.

SECTION 2. All passes used under the provisions of this Article shall be non-transferable, and all free transportation privileges mentioned herein may be revoked if abused.

ARTICLE 13: BEREAVEMENT BENEFITS

SECTION 1. An employee shall be granted three (3) days pay when a death occurs in either his or his spouses immediate family. Said days to be the day before the funeral, day of the funeral, and the day after the funeral. Immediate family of an employee is defined to be the mother, father, brother, sister, or children of the employee or his spouse, grandparents, and grandchildren either legally or naturally related. Provided however the number of days for a grandparent or grandchild shall be limited to two (2), with days off being the day before the funeral and the day of the funeral. Should any of these days fall during an employee's vacation, on a recognized holiday, or when an employee is on sick leave, he shall not be entitled to pay for such days. Bereavement pay provided for in this Article shall be eight (8) hours per day at the employee's straight time rate. Should an employee's bereavement day fall on his or her regularly scheduled day off, the work day immediately before or after the bereavement days specified in this article may also be taken.

ARTICLE 14: INSURANCE AND SICK LEAVE

SECTION 1. The COMPANY agrees to maintain with its employees an insurance program for the benefit of its employees. A summary of the insurance program will be made available to all employees under separate cover.

SECTION 2. The Company shall provide life insurance (including AD&D) for all full-time employees and on the following schedule:

Active Employees \$20,000.00

SECTION 3. The Company shall provide weekly indemnity coverage for all active full time employees. The benefit level shall be fifty-five percent (55%) of the employee's straight time weekly pay. The 55% benefit shall increase to 60% benefit on 1/1/24. Coverage shall begin on the first (1st) day of injury for other than work related injuries and on the eighth (8th) day of illness. Maximum coverage period is twenty-six (26) weeks.

SECTION 4. Health insurance will be provided for all full time employees. The benefit levels shall be agreed mutually between the Company and the Union. The Company contributions to health insurance will be as follows:

Coverage	Company share of premium per pay period
Employees only	95%
Employee plus children	85%
Employee plus spouse	85%
Family	85%

All full time employees shall have the option to receive Dental and Vision Insurance. For Dental insurance, the employee will be responsible for 100% of all premium costs. For Vision insurance, the Company will be responsible for 100% of the premium costs for employee only coverage. For dependent vision coverage, the employee will be responsible for 100% of the premium increase over the employee only coverage.

SECTION 5. The COMPANY will furnish all employees \$100,000.00 felonious assault coverage while on the job at no cost to the employees.

SECTION 6. All employees shall be entitled to sick leave on the basis of one (1) day for each month of service, except as otherwise stated in Article 9, Section 6.

SECTION 7. Sick leave will be paid for on the basis of eight (8) hours for each day accumulated and payment shall begin on the first (1st) working day of any bona fide illness unless such illness results in hospital confinement or surgery in which instance sick leave shall be paid from the first (1st) day. The COMPANY may require a doctor's statement after three days off sick or if there is a reasonable belief that the employee is abusing sick leave. If an employee calls off sick time will be paid out unless otherwise specifically requested in writing from the employee.

SECTION 8. New employees coming within the sick leave provisions shall accumulate sick leave after their probationary period on the same basis as above except that any employee whose seniority date begins after the 15th of the month shall accumulate no sick leave for that month. New employees shall not be entitled to take sick leave with pay until completion of six (6) months continuous service.

SECTION 9. Sick leave must be used prior to payment of insured lost time benefits.

SECTION 10. Sick leave benefits may be used for any unpaid days covered by workmen compensation subject to the limitations in Section 4 of this Article and provided further that under no circumstances will two (2) benefits be paid at the same time.

SECTION 11. An employee who has accumulated more than forty (40) days of sick leave and has performed 90% of his assigned work, excluding vacation and legally observed holidays during the immediate preceding year shall be eligible to buy out up to ten (10) days of sick leave once each year on the first pay period in the month of December, provided however at no time can an employee's accumulated sick leave days be reduced below forty (40) days through the buy-out procedure.

SECTION 12. In the event an employee terminates employment for any reason and has sick leave accumulated, the sick leave shall be paid under the following conditions. Employees who have at least ten (10) years of service shall be paid for forty percent (40%) of their accumulated sick leave at their then current hourly rate of pay.

SECTION 13. Transdev will supply Transdev Sick Leave balances on each employee's paycheck bi-weekly. Transdev will monthly supply the union an update of non-Transdev sick accruals which are held by the City of Jackson.

ARTICLE 15: COURT ATTENDANCE

SECTION 1. In case any employee covered by this AGREEMENT is required by COMPANY to appear in court for COMPANY in a case involving the COMPANY, he shall be paid the difference between his pay and any sums actually received as court fees. In the event he is required by COMPANY to appear in court as aforesaid at a time when he is not performing his regularly assigned duties, he shall be paid for all time he so spent at the regular straight time hourly rate of pay less any sum or sums actually received as court fees.

SECTION 2. Any employee who is called for jury service in any court shall, for each day required to appear, be paid his pay for the day. If the employee is released from the jury before 1:00 PM, he must report and make himself available for work if needed.

SECTION 3. All pay provided for in this article for full time employees shall be eight (8) hours per day at the employee's straight time rate. Part time employees will be compensated based on any time they would have lost if assigned work on the day(s) in question. Any payment received from jury duty may be kept.

ARTICLE 16: PHYSICAL EXAMINATIONS

SECTION 1. Every employee shall provide the COMPANY, at COMPANY expense, at any time designated by the COMPANY (at least every two (2) years), upon forms to be provided by the COMPANY, with a physical examination report. The physical examination shall be rendered by a physician acceptable to the COMPANY. If such aforementioned physical examination shows the employee to be physically incapable of performing his duties and said employee is not satisfied, he may at his own expense, be examined by a physician of his own choice. If the conclusion of the physical of his own physician and the physician designated by the COMPANY is at variance as to the said employee's capability to perform the required work, then, and in that event the two physicians shall choose a third physician and a majority decision of the three physicians shall be considered final.

SECTION 2. The COMPANY will establish an Employee Assistance Program. This program shall be for the purpose of referring employees experiencing physical, mental, or emotional problems to agencies, which have the capability of rendering assistance to the employee in resolving such problems. If the treatment program requires the employee to absent himself from work, the employee may utilize accumulated sick leave or vacation days during such treatment.

ARTICLE 17: VACATIONS

SECTION 1. An employee on the payroll of the COMPANY as of January 1 of the current year, who was employed after the preceding January 1 and has completed less than twelve (12) months of continuous and active service with the COMPANY, shall be entitled to a prorated vacation allowance and vacation pay from his date of employment to January 1, and thereafter shall be deemed to have correctly established his eligibility date for all vacation purposes as of January 1, of the year following his date of employment.

SECTION 2. An employee on the payroll of the COMPANY as of January 1 of any year upon the completion of not less than twelve (12) months of continuous and active service with the COMPANY preceding said date shall become qualified to receive an annual vacation in accordance with the following schedule:

# Years of Continuous And Active Service Immediately Preceding the Current January 1	Maximum Number of Working Days Of Vacation	Regular Motor Coach Operators	Extra Coach Operators And Maintenance Employee Hours
1	5		40
2	10		80
7	15		120
12	20		160
20	25		200
25*	30*	# of Daily Platform Hours In Assigned Run Begin Worked At The Start Of Vacation For Each Day Of Vacation	240*

* Effective for calendar year 2011.

SECTION 3. All full time employees covered by this agreement shall be entitled to an annual vacation as provided the employee shall have worked at least one thousand five hundred sixty (1560) hours of regular assigned work by December 1st of the qualifying year, as measured from December 1st of the previous year. Any employee who has not worked at least one thousand five hundred sixty (1560) hours of regularly assigned work shall have his vacation entitlement prorated according to the following table:

1560 - 2080 hrs. = 100%

1200 - 1559 hrs. = 80%

900 - 1199 hrs. = 60%

600 - 899 hrs. = 40%

300 - 599 hrs. = 20%

Under 300 = 0%

SECTION 4. An employee's allotted working days shall mean all the days of the year, excluding the number of his regular days off, vacation days and all the days during which he was prevented from working because of a bona fide engagement in business involving the COMPANY as a member of the Executive Committee of the UNION.

SECTION 5. For the purpose of this Article only, extra motor coach operators shall be deemed to have performed their regularly assigned work on all days on which they presented themselves as available for work under the terms of this AGREEMENT even though they did not receive work on all occasions when so available.

SECTION 6. An employee may not accumulate his earned vacation from year to year but must actually take any vacation to which he becomes qualified within the twelve (12) months succeeding the period in which he earned it.

SECTION 7. Any employee leaving the employment of the COMPANY shall be entitled to a prorated vacation allowance and vacation pay from January 1 to the date of leaving.

SECTION 8. Employees entitled to less than ten (10) days of vacation shall take their vacation days consecutively. Employees entitled to at least ten (10) days or more shall take their vacation in consecutive days or in weekly increments.

Employees desiring to receive pay prior to leaving on vacation shall request same in writing two (2) weeks prior to the first (1st) day of vacation. All appropriate and scheduled deductions shall be taken.

SECTION 9. No later than December 1st of each year, the Company shall determine the vacation eligibility of all employees in each department to be on the payroll as of January 1 of the coming year and post such information on the bulletin board together with a seniority list. The company will provide the vacation eligibility to the union no less than 72 hours prior to posting. The COMPANY shall determine the number of employees who can be off at any one time with a minimum of at least one vacation period allocated for each week, in each department, for the coming year. Such minimum vacation period in the transportation department shall be increased to three (3) between June 1st and September 1st of each year. The COMPANY shall determine the periods of vacation of all employees entitled of this Article. Each employee of each department shall bid a vacation in accordance with their "date of employment" seniority.

SECTION 10. In the event the COMPANY may determine that additional employees may be off at any one time on a vacation, or a vacation period exists, such vacancies may be bid in by seniority.

SECTION 11. Each employee of each department shall bid a vacation in accordance with their "date of employment" seniority. The senior one-third (1/3) of each department shall make their choice within five (5) working days of postings; the second one-third (1/3) within ten (10) working days of posting, and the remaining employees within fifteen (15) working days of posting. Should an employee fail to sign or authorize someone to do so for him within two (2) days of being his turn, then that operator falls to the bottom of the sign-out list and the other operators may sign around him. Slots unfilled for vacation hold-down operators will be filled by the junior operators no later than 12:00 PM, the Friday before the vacation opening. Sundays, and Holidays will be excluded.

SECTION 12. A full time employee who is eligible for three (3) weeks or more of vacation may elect, at the annual vacation bid, to set aside one (1) week of vacation to be bid in single days increment at the annual bid.

SECTION 13. **The company shall pay 2 union representatives 8 hours (or time worked on the pick, whichever is greater) each to support management with the vacation pick on the day of the vacation picks. The vacation picks for each department should be done on the same day to minimize staff impact.**

ARTICLE 18: HOLIDAY PAY

SECTION 1. All employees actively on the payroll who do not work because of days-off, vacation, or sickness on days legally observed as a holiday shall receive as holiday pay the amount they would have earned at the straight time rate had they worked. Extra board operators and maintenance men shall receive eight (8) hours pay in these instances.

SECTION 2. All employees who are required to work on the day on which a holiday is legally observed shall be paid for the time actually worked at their regular straight time hourly rate, and shall also be entitled to the holiday pay provided for in Section 1 of the Article.

SECTION 3. An employee who is scheduled to work or has been requested to report for emergency work on the day on which the holiday is legally observed and for any reason fails to perform the work shall not be entitled to holiday pay.

SECTION 4. Prior to each holiday there shall be a holiday sign-up for all employees who would work on such day were it not observed as a holiday, at which time such employees shall sign up according to seniority in their respective departments (Maintenance or Transportation) to work or to be off to the extent possible. The provisions of this section shall be applicable only to the days on which the following holidays are legally observed.

NEW YEAR'S DAY, LABOR DAY, CHRISTMAS DAY, MEMORIAL DAY, THANKSGIVING DAY, INDEPENDENCE DAY

JUNETEENTH (Only upon approval by the city and transit department)

SECTION 5. An employee actively on the payroll for six (6) months of continuous service shall be entitled to five (5) floating holidays. Provided however, no more than two (2) employee in any department may be off at any one time, and in no event shall floating holidays be taken at a time that requires the payment of overtime to cover such holiday work. Forty-eight (48) hours' notice must be given before taking such floating holidays and such floating holidays will be assigned on a first come, first served basis. Such holidays cannot be taken on the same day as another holiday. Holiday pay for the above listed holidays shall be in accordance with the provisions of Section 1 and Section 2 of this Article. If an employee is unable to take his or her floating holiday due to the necessity of overtime payment to cover the holiday work, the employee will be paid for any unused floating holiday(s) at the end of the calendar year. Floating holidays must be taken or paid during the calendar year in which they are earned.

SECTION 6. To receive holiday pay, the employee must work the last scheduled work day before, and the first scheduled workday after the holiday. The employee shall not be eligible for holiday pay if the holiday falls within a disciplinary suspension period. Holiday pay hours shall be included as hours worked in the calculation of weekly overtime.

SECTION 7. Floating Holidays accumulated and used shall be shown on employees' bi-weekly pay stub.

ARTICLE 19: INCENTIVES AND COST OF LIVING

SECTION 1. In addition to the base rates of pay in Articles 36 and 46, each employee shall be entitled to lump sum incentive payments according to their record of attendance and safety. Each employee's record will be reviewed every six months. At the conclusion of the review the employee shall receive payments as indicated below in this Article, if all criteria are met. All future payments will be made in the paychecks received for the first full period in March and September of each subsequent year.

In order to qualify for the incentives the employee must meet all of the following criteria in each six month period. The employee must report to work on time and perform all work assignments. Employees who miss out, or are absent for any reason other than holidays, vacations, leave for official Union business, military training duty, jury duty, or bereavement leave, during each six month period, shall not be eligible for incentive payments in that six month period. The employee also must complete each six-month period without a preventable accident or preventable on the job injury. Determination of preventability will be made by the COMPANY. The employee must be an active employee of the COMPANY during the entire six month period in order to qualify for the incentive payment. Time spent on probation will count toward the incentive payment if the probationary period is successfully completed.

The following incentive payments will be made if all criteria described above are met each six month period:

Full Time	\$200.00
Part Time	\$100.00

SECTION 2. During the second year of this AGREEMENT all employees coming within the scope of the AGREEMENT shall be entitled to a cost of living allowance based on the following:

The amount of the cost of living allowance shall be determined quarterly in accordance with the changes in the Consumer's Price Index for Urban Wage Earners and Clerical Workers, all items; 1967 = 100; published by the Bureau of Labor Statistics, U.S. Department of Labor, and referred to herein as "Index."

The cost of living adjustment shall be adjusted (increase or decrease) in accordance with the "Index" of October 1980 to be established in the above paragraph, shall not result in the reduction of the base rates provided in Section 1 of this Article.

The first cost of living adjustment shall be effective the first pay period beginning on or after March 1, 1980 and such first adjustment shall be determined on the change of the "Index" points from October 1980 compared to January 1981, and thereafter, adjustments in the cost of living allowances shall be made quarter-annually based on changes on the "Index" during this AGREEMENT.

No adjustments, retroactive or otherwise, shall be made in the amount of the cost of living allowance due to any revision which later may be made in the published figures for the "Index" for any month on the basis of which the allowance has been determined.

The amount of the cost of living adjustments which shall be effective for any quarter-annual period shall be determined on the basis of changes in the "Index," with a one cent (\$.01) per hour adjustment (increase or decrease) for each four and one quarter tenths (.425) point change in the "Index."

The cost of living allowance shall be added to and become a part of the hourly wage rates of pay set forth in this AGREEMENT and used in the computation of straight time, overtime and all other allowances, provided however, the adjustments shall not be considered as being frozen into the basic wage rates contained in this AGREEMENT.

The cost of living adjustments to be made during each quarter of the second year of this AGREEMENT shall be in an amount not less than eight cents (\$.08) per hour nor more than ten cents (\$.10) per hour.

The provisions of this Article shall be dormant throughout the life of this AGREEMENT.

ARTICLE 20: WORK WEEK AND PAYDAYS

SECTION 1. Sunday through Saturday shall be considered as the standard work week.

SECTION 2. The COMPANY agrees to pay bi-weekly, paydays to be on Friday. Pay checks will be available by 8:00 AM, if possible.

SECTION 3. The work week for full time motor coach operators normally shall consist of five (5) work days of eight (8) hours per day.

SECTION 4. All employees attending a COMPANY called mandatory meeting shall be paid a minimum of two (2) hours or the actual time of the meeting whichever is greater. This shall be considered time worked for the purposes of calculating overtime.

ARTICLE 21: REDUCTION IN PERSONNEL AND RE-EMPLOYMENT

SECTION 1. When necessary to reduce the regular force of motor coach operators, layoffs shall be in the inverse order of seniority.

SECTION 2. When necessary to reduce the regular force of maintenance employees, layoffs shall be in the inverse order of seniority within the respective classification provided, however, that a senior employee laid off in a higher

classification shall be permitted to displace a junior employee in a lower classification if such senior employees desire to accept the job in such lower classification and any such junior employee so displaced shall in turn have the privilege of displacing an employee in a lower classification with lower seniority, and so on down the line. The privilege of displacing junior men as provided for may be exercised by an employee only if he has been promoted from the classification from which he seeks to displace a junior employee and must be exercised within five (5) days from any occasion giving rise to the privilege, unless prevented by sickness or leave of absence.

SECTION 3. When the regular forces of motor coach operators or maintenance employees are increased, former employees who were laid off in accordance with the provisions of Section 1 and 2 of this Article shall be offered re-employment in the reverse order in which they were laid off; provided that this AGREEMENT or any renewal or extension thereof is still in effect and no more than three (3) years shall have elapsed since their last layoff.

SECTION 4. In the re-employment of persons in accordance with Section 3 next above, the following procedures shall be followed:

FIRST: The COMPANY will attempt to notify each person to be re-employed to report for work by registered U.S. Mail (return receipt requested) or by telegram. Such letter or telegram shall be directed to the last known address of such person, and a copy thereof shall be furnished to the UNION. By so doing, the COMPANY shall have discharged its notice obligations under this Article. Employees who were laid off must keep the COMPANY and the UNION supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and re-employment right hereunder.

SECOND: Persons so notified to report for work must report for work within ten (10) days after date of mailing of letter or transmitting of telegram, or lose their seniority and employment right hereunder.

THIRD: When an employee recalled from a layoff he shall return to the assignment held prior to the layoff provided no pick of work was held during the lay-off.

ARTICLE 22: DISABLED EMPLOYEES

SECTION 1. Disabled employees covered by this AGREEMENT will be given equal consideration along with other employees in assigning them to such duties, as they may be able to perform.

ARTICLE 23: SEPARATION STATEMENT

SECTION 1. At the termination of an employee's service, he will upon his request be given a statement showing his term of service, and the capacity in which he was employed and the reason for his termination.

ARTICLE 24: BULLETIN BOARD

SECTION 1. The UNION will be permitted to post its own bulletins on a bulletin board where the employees congregate; however, such bulletins or notices shall not be derogatory or injurious to the COMPANY's interest and shall be signed by the authorized representative of the UNION.

SECTION 2. The COMPANY shall furnish to the UNION a copy of all bulletins posted by the COMPANY.

All rules and regulations of the COMPANY shall be posted at least five (5) working days before going into effect, when possible, and a copy of such rules and regulations shall be given to the UNION President.

ARTICLE 25: PENSION

SECTION 1. Part-time and full-time employees are eligible to participate in the ATU National 401(k) Plan the first of the quarter following 90 days of employment. For all Transdev employees hired on or before 1/1/2019 and still employed as of ratification, the COMPANY shall contribute 3% of gross pay for each eligible employee regardless of participation. In addition, The COMPANY shall match 100% of an employee contribution between 4% and 5% of pay (maximum 5% combined employer contribution per pay period). As of 4/1/19, the employees will have to make a mandatory 3% contribution to the Plan. Employees hired after 1/1/2019 are eligible for the Company contributions and the required 3% contribution after meeting the first of the quarter following 90 days of employment waiting period.

ARTICLE 26: TECHNOLOGY RIGHTS

SECTION 1. The Company may employ audio, video and/or GPS technologies designed for the transit industry for the purpose of ensuring the safe operation, and for the purpose of ensuring compliance with federal, state, and local rules and regulations.

SECTION 2. In the event that a vehicle is in an accident, or an incident occurs, or a passenger complaint is received, concerning the operation the company may review data recorded by and audio, video and/or GPS technology as evidence in the investigatory and/or discipline process. The Company will review data for only one hour on either end of an event (accident, incident, complaint). The company shall not randomly audit data for the purpose of discovering employee misconduct or other disciplinary purposes, nor shall it arbitrarily or randomly view data for the purpose of discovering employee misconduct or other disciplinary purposes. Any use of an audio, video and/or GPS technology for disciplinary purposes shall be in accordance with the terms of this Agreement and subject to the grievance procedure contained herein. If the Company reviews data in the course of an investigation or a disciplinary proceeding, the Company shall provide the Union with a copy of the data in a usable format, and shall provide the Union with a reasonable period to review the data.

SECTION 3. The Company shall meet with the Union before the installation or implementation of new audio, video and/or GPS technology to explain, clarify and discuss the use and effects of the new audio, video and/or GPS technology. The Union maintains all rights to file and pursue a grievance under this agreement grievance procedure if the parties disagree over the installation or implementation of any new audio, video or GPS technology.

ARTICLE 27: PROMOTIONS

SECTION 1: Bargaining union employees promoted to non-bargaining unit positions will have ninety days (90) to be accepted by the company or decide themselves to return to their former bargaining union position with seniority. A supervisory employee will not be permitted to revert back into the bargaining unit during the 90 days stated above if disciplinary action is pending against him/her.

SECTION 2: All postings for promotion to management positions must state if the position is intended to be a long-term or temporary position. All postings for job positions will be posted on the union's bulletin board, and include salary range.

PROVISIONS RELATING TO MOTOR COACH OPERATORS

ARTICLE 28: SENIORITY

SECTION 1. The seniority and the date of employment of all employees as presently established shall be deemed to be correctly established as of the effective date of this AGREEMENT.

SECTION 2. The seniority of all employees shall be determined by length of continuous service as a motor coach operator or as a maintenance employee. Employees may not hold seniority in more than one (1) department of the COMPANY. Seniority may not be transferred from one (1) department to another except for vacation eligibility and pension purposes.

SECTION 3. The COMPANY agrees to keep posted in an accessible place an up-to-date seniority list showing the names and seniority standing of all its employees.

SECTION 4. The seniority and date of employment of motor coach operators employed after the effective date of this AGREEMENT shall date from the hour and day that they complete their training and are certified to begin work as a motor coach operator by the Company. In the event two (2) or more employees complete their training on the same date, seniority will be decided in the order in which they were interviewed.

ARTICLE 29: UNIFORMS AND LICENSES

SECTION 1. All employees will be required to wear uniforms while on duty, in accordance with the specifications of the COMPANY. Such specifications shall provide for summer and winter uniform. If a long sleeve shirt or jacket is worn while on duty, the operator will have to wear a tie.

SECTION 2. The period of the year during which such uniforms shall be worn shall be mutually agreed to by the COMPANY and the UNION.

Employees may wear authorized JATRAM polo shirts on casual days. This policy on polo shirts is not subject to Section 3 of this Article.

SECTION 3. In the event the style or specifications of uniforms are changed by the COMPANY, the employee shall be permitted to wear uniforms of the prior style or specifications as long as such uniforms are in neat serviceable condition.

SECTION 4. Effective January 1, 2022, the COMPANY agrees to contribute three hundred seventy-five dollars (\$375) per year toward the purchase of approved uniforms. Effective January 1, 2023, the COMPANY agrees to contribute four hundred dollars (\$400) per year toward the purchase of approved uniforms. Effective January 1, 2024, the COMPANY agrees to contribute four hundred fifty dollars (\$450) per year toward the purchase of approved uniforms. The COMPANY's yearly uniform contribution will be made payable to the approved supplier of such uniform (by 3/1/22 the uniform vendor will be replaced). Any employee that did not receive their uniforms for 2021 by 3/1/22 will be made whole. Employees shall earn this uniform allowance based on their employment anniversary date. New employees shall be allowed to purchase uniforms through payroll deductions up to the amount of the uniform allowance within the first year. Where upon completion of one (1) year of continuous service, the COMPANY will reimburse to the employee the amount spent. **Employees that do not work 60% of the previous 12 months work hours will not receive a uniform allowance.**

SECTION 5. The COMPANY shall reimburse operators the renewal cost of commercial licenses. The COMPANY shall not pay for retests caused by the employee's failure to pass the initial test.

ARTICLE 30: RUNS, DAYS OFF - MOTOR COACH OPERATORS

SECTION 1. The amount of service to be furnished to the public and the determination of the number of runs necessary to furnish such service shall be exclusively vested in the COMPANY, together with all other matters pertaining to the operations of the COMPANY and not specifically covered by this AGREEMENT.

SECTION 2. A regularly assigned run is a day's work selected by a motor coach operator in accordance with his seniority and assigned to him for an extended period whenever there is a selection and assignment of regularly scheduled runs. All other pieces of work shall be classed as extra work. Regularly assigned runs shall be classed as extra work when temporarily manned by motor coach operators other than those to whom they were regularly assigned.

SECTION 3. Full time motor coach operators who have sufficient seniority to select, and be assigned to regularly scheduled runs during an assignment or "pick" of runs, are defined as regular full time motor coach employees. All other full time motor coach operators are defined as extra motor coach operators.

SECTION 4. A straight run is defined as a regular run so constructed as to be composed of continuous hours of pay on the same bus. A split run is defined as a regular run so constructed as to be composed of two (2) or more pieces of work with an unpaid interval or intervals between such pieces of work.

Not less than forty nine percent (49%) of the possible fixed route straight runs shall be made into straight runs. Not less than twenty five percent (25%) of that forty nine percent (49%) shall be AM straight runs. The number of possible fixed route straight runs shall be determined by the number of fixed route buses scheduled out in the AM that remain in regularly scheduled service during mid-day.

SECTION 5. All regularly assigned runs, shall be constructed so as to contain at least eight (8) hours but not more than ten (10) hours of platform time including preparatory time.

SECTION 6. Split runs as herein defined may be so constructed as to contain a spread of hours in excess of eleven and one half excluding preparatory time, provided however, that time excess of the spread set forth above shall be paid for at one-half (1/2) of the straight time hourly rate of pay excluding preparatory time. The one-half (1/2) time as provided in this

section shall not be used in the computation of overtime and shall never be paid at the overtime rate of pay, except when worked by an employee on his regularly assigned day off as provided in Articles 37 and 47 of this AGREEMENT.

SECTION 7. When limited service is operated on holidays or on days observed as holidays, selection of work on such days shall be by general seniority in accordance with the time limits set forth in Section 4 of Article 28, entitled "Selection and Assignment of Regular Runs." In the event all the work on such days is not filled by the selection thereof by general seniority, the COMPANY shall assign all the unselected work beginning with junior motor coach operators available on the seniority roster who have not already selected work.

SECTION 8. Regular motor coach operators shall be entitled to at least two (2) days off each week selected by seniority based on allotted days off at a sign up.

SECTION 9. Extra motor coach operators shall be entitled to at least two (2) days off each week selected by seniority based on days off allotted to extra board sign up.

SECTION 10. Guarantee is based on 40 hours per week. But if an employee completes all of their assignments, and is requested by the company to cover additional hours of service, the additional hours of service will not reduce the hours guaranteed in the employee's normal weekly picked work.

ARTICLE 31: SELECTION AND ASSIGNMENT OF REGULAR RUNS

SECTION 1. There shall be a general selection and assignment of runs that will be effective on the first working day in January, May, and September of each year, or such other times as the COMPANY deems necessary. All regular runs shall be posted at the time of general selection and assignment. Regular runs shall be selected by motor coach operators in accordance with their seniority as a motor coach operator. **The company shall pay one union official 8 hours to help with the pick on the day of the pick, the work takes greater than 8 hours the union official will be paid based on time spent working the pick.**

SECTION 2. The General Manager of the COMPANY, or his designee, will prepare and post in the motor coach operator's room, a list with the regular runs to be assigned nine (9) days before the expiration date of any general selection and assignment period as to permit the seniority rights of the motor coach operators to take effect upon the first day of each new assignment period. The Executive Committee shall receive the posting of the operators' and maintenance board fifteen (15) days prior to the bid posting in order to see that such regular runs comply with the terms of the AGREEMENT. A prompt report will be made on any discrepancies found, and such discrepancies will be corrected before the posting of the regular runs.

SECTION 3. The general selection and assignment of regular runs shall begin on the Monday before the first full week the runs go into effect and completed in three (3) business days.

SECTION 4. The senior one-third (1/3) of the eligible motor coach operators on the seniority list shall select their runs on the first (1st) day after said posting, not later than 8:00 PM; the next senior one-third (1/3) of the eligible motor coach operators shall select their runs on the second (2nd) day after said posting no later than 8:00 PM, and all motor coach operators thereafter remaining on the seniority list who will have sufficient seniority to select a regularly assigned run shall complete the selection of their runs not later than 8:00 PM on the third (3rd) day, Saturdays, Sundays, and Holidays shall be excluded in computing the number of days in Section 2, 3 and 4. The pick will begin as stated in Section 3 above by the most senior operator and following mutually agreed increments until the final operator has picked, they must turn in a proxy sheet before the pick. No proxy sheets will be accepted after the pick has started.

SECTION 5. The General Manager of the COMPANY or his designee shall have full charge of all general selection and assignment of regular runs, and if any motor coach operator fails to sign or authorize someone to do so for him when it becomes his time to sign or by the hour set for the group he is in, the other motor coach operators may sign around him, and if said motor coach operator does not sign by the hour set for the group he is in, said motor coach operator shall be placed at the foot of the extra list until the next general selection and assignment of runs.

SECTION 6. In the event changes are made in existing schedules which effect the hours of operation or compensation fifteen (15) minutes or more per day of a motor coach operator, then all shall be posted for reassignment, provided however, that any changes that are made within thirty (30) days prior to a regularly scheduled general selection and assignment of runs, no special assignment shall be required.

SECTION 7. All regular motor coach operators shall have the privilege of passing up a regular run to be assigned at the time of a general selection and assignment of runs and in lieu thereof may elect to serve on the extra board; provided however, the COMPANY shall have the right to fill any unselected regular run by assignment of such regular run to the junior motor coach operator in seniority.

SECTION 8. Operators who elect to work Paratransit or Nutrition runs shall be qualified to operate such runs, such qualifications to be determined by the COMPANY and posted. Training for such Paratransit or Nutrition run operators shall be developed giving consideration to UNION input. Training shall be paid at straight time hourly rate.

Bidding of work under this section shall be done by seniority, provided however, if an operator is found to be incapable for any reason of performing the duties required in the Paratransit or Nutrition service, he shall be returned to regular route service immediately. The General Manager or his designee and the UNION committee will jointly decide the means of such operators return to regular route services (bump-down, extra board, etc.).

SECTION 9. If an employee that was out for an extended period of time returns within the first 45 days of the bid, they will be allowed to bump in from their seniority date and a re-pick from their seniority date down will be conducted. If they do not return within those 45 days they will go to the extra board, with seniority intact, until the next bid.

All operators exiting training into service shall be assigned to the extra board. If assigned a day off other than Saturday, a senior operator reserves the right to bump that less senior operator for their day off. The senior operator shall request this through management and notify the union of the request.

ARTICLE 32: EXTRA WORK

SECTION 1. All extra work shall be worked by extra operators until all extra operators are exhausted. Regular motor coach operators shall be ready to respond to calls made upon them by the COMPANY in regularly scheduled service during times when they are needed to maintain service to the public.

SECTION 2. All extra motor coach operators shall respond to calls made upon them by the COMPANY except on their regular off days.

SECTION 3. In the distribution of extra work, no discrimination shall be made between motor coach operators.

SECTION 4. Extra board work rules are to be agreed to by the COMPANY and the UNION, signed by both parties and posted.

1) The extra board will be worked as a rotation board, according to accumulated time. Accumulated time will be calculated and posted once each week day, including Saturday. When a full run is worked, the full time of that run will be figured into the accumulated time. Open work, if it begins in the AM, will be figured into the accumulated time on the AM side. PM open work will be charged to the PM side.

2) The extra board man with the lowest accumulated time will be assigned to the longest work.

NOTE: Runs with equal amounts of pay time will be signed out from the run which goes out earliest. Two way splits will have precedence over three way splits.

3) The stand-by man will be the board protection man.

4) Extra board men will check the sign out board upon completion of their assignment.

5) Extra board operators will contact their dispatchers between 10:00-10:30 AM on weekdays to receive their afternoon assignments. On Saturdays, extra board operators will contact their dispatchers to receive their Saturday PM and Sunday assignments between 10:00-10:30 AM. Monday assignments will be posted in the front office window by 10:00-10:30 AM Saturday.

- 6) Any extra board operators returning to the board after being absent for any reason for three (3) consecutive working days will return to the board with an average accumulated time of all drivers on the extra board.
- 7) Operators will be charged for all work they would have caught had they not missed their assignment due to sickness, a miss-out, being excused, or not available.
- 8) Extra board men will be able to be excused from an assignment if they so request at least one (1) hour prior to sign out time providing there are men available to this purpose. All assigned work will then be required to be completed.
- 9) Assignment of work after the extra board working operators have been exhausted will be as follows:
 - (a) Part time operators
 - (b) All off day operators that are available for the extra work and have signed up for added work will be called in a single rotation in seniority order, and offered to pick from all extra work. The most senior person on the list may elect to pick a piece of work or refuse all pieces, at which point the second most senior person shall be called.
 - (c) Regular day working men who are available for the work (rotating in seniority order.)
 - (d) The rotating in seniority order described above shall continue until all available employees have declined the work. This means that once an employee has taken a piece of work or declined it, he will not be asked again until all others on the list have had the same opportunity. The provisions in subsection (e) below will not affect the rotation in this subsection.
 - (e) Any work not assigned as described above in this paragraph shall be assigned to the most junior operator that declined the work.
- 10) To the maximum extent possible extra work requests will be communicated to operators on the two way radio system.
- 11) Effective January 1, 2011, any Operator who is assigned to work an extra-board assignment after completing his or her regular assignment or run shall be paid at double time (2X) for all extra work hours worked after eleven (11) hours.

SECTION 5. Extra operators shall be guaranteed eighty (80) hours bi-weekly provided they fill all assignments during the pay period excluding regular day off. Extra men who lay off or miss-out or fail to make their assignments shall have their guarantee reduced by the number of hours they do not work. When extra operators are used by the COMPANY on a day which he failed to make his assignment, his deduction shall be reduced by the amount of hours he was used.

SECTION 6. Any extra employee who is run around through no fault of his own will be placed at the bottom of the extra board to take his regular turn, and will be paid the amount he would have earned had he not been run around.

SECTION 7. The Company may hire as many as eight (8) part time motor coach operators. Part time operators shall work no more than thirty (30) hours per week. In the event that the full time operator work force falls below forty-four (44) positions, Part time operators interested in becoming full time will be evaluated equally for vacant positions in part time seniority order within thirty (30) days and before any outside candidates are hired. When promoted to full time, part time operators shall receive credit for their length of service in the new wage progression. Part time operators will not be covered by the fringe benefits in this Agreement except they will be eligible for the following: uniform allowance; payment for Commercial Driver's License (CDL), free transportation, accident reports, physical examination court attendance and felonious assault insurance.

Part time operators shall be assigned to regular runs not to exceed thirty (30) hours in a week and extra work. Part time operators shall be guaranteed sixty (60) hours bi-weekly provided they fill all assignments during the pay period excluding regular days off. Part time operators who lay off, miss-out or fail to make their assignments shall have their guarantee reduced by the number of hours they do not work. In order to assure equitable distribution of overtime work, the Company will use part time operators in compliance with all applicable sections of this Article. No full time operator will be

laid off as long as there are part time operators on the payroll. Part time operators will be maintained on a separate seniority list. They will have no seniority on the full time operator seniority list. Part time operators will be laid off in inverse order of part time seniority and called back to work following the same procedures for full time operators described in Article 21 of this Agreement.

SECTION 8. At the end of an operators shift, the company may request and the employee shall work one additional trip. This will provide additional time to the company to cover a shift that is not covered. In no case shall the company require both an additional trip and a mandate of additional work.

ARTICLE 33: SPECIAL ASSIGNMENTS

SECTION 1. All Special Assignments and specials shall be considered as extra work and shall be assigned to extra motor coach operators available from normal service requirements, and qualified to perform such service, and shall be assigned such work in accordance with the Article governing the operation of the extra board.

Special Assignment operator qualifications shall be determined by the COMPANY.

SECTION 2. All Special Assignments shall pay from the time they leave the garage until they return, except Special Assignments that stay overnight at a point other than the home terminal.

All local Special Assignments are to be worked at the straight time rate of pay except the overtime provision shall apply to Special Assignments worked after 40 hours in one week.

Actual driving time shall be defined as time spent in transporting a Special Assignment group from point of origin to destination and all time spent in shuttling the group from one point to another while at their destination that requires the operator to be in constant attendance.

SECTION 3. All Special Assignments shall pay a minimum of two (2) hours of time.

SECTION 4. When the minimum guarantee is applied, it shall be paid for at the straight time hourly rate of pay and shall not be used in computation of overtime and shall never be paid at the overtime rate of pay.

ARTICLE 34: LAY-OFFS

SECTION 1. When a sufficient number of extra motor coach operators are available to do their work, motor coach employees shall be permitted to lay-off, provided they indicate their desires to lay-off to the General Manager or his designee. Extra motor coach operators shall not be deemed to be available in cases where the use of such extra motor coach operator would require the payment of overtime or other penalty time by the COMPANY.

ARTICLE 35: PERMANENT AND TEMPORARY VACANCIES AND VACATION RUNS

SECTION 1. A permanent vacancy occurs only when a regularly assigned run is changed so as to lose its identity as provided under the terms of this AGREEMENT, or when a regular motor coach operator selecting a regular run during a general selection and assignment of regular run leaves the service for any cause, or when a new regular run is added; except that a permanent vacancy shall not exist within a period of ten (10) days prior to the posting date for a general selection and assignment of regular runs. Such permanent vacancy shall be posted for general bid. The senior motor coach operator bidding on such run within forty-eight (48) hours from the time the permanent vacancy is posted shall be assigned thereto and shall be considered as a regular motor coach operator on a regularly assigned run.

SECTION 2. A temporary vacancy occurs only when a regularly assigned run is open in excess of three (3) days and is not classed as a permanent vacancy or vacation run. Such a temporary vacancy shall rotate on the extra board for four (4) days. On the fourth (4th) day, the temporary vacancy shall be posted for bid to the extra motor coach operators. The senior motor coach operator bidding thereon, shall be assigned to said temporary vacancy on the fifth (5th) day and shall remain thereon for the duration thereof. Any extra motor coach operator working such temporary vacancy may at the termination thereof, replace any junior extra motor coach operator on a temporary vacancy providing, however, such senior motor coach operator was deprived of the right to bid on said temporary vacancy, due to his previous selection of a temporary vacancy. An extra motor coach operator, while on a temporary vacancy, shall be considered a regular motor

coach operator during such assignment, provided however, he shall not assume the seniority of a regular motor coach operator in the selection of extra work.

SECTION 3. A vacation hold down run occurs only when a regular motor coach operator is off his regularly assigned run for vacation purposes. Beginning the first Sunday in December of each year, vacation periods shall be posted for seniority pick to become effective the first Sunday in January. There shall be a minimum of one (1) vacation period allotted for each calendar week. Prior to each regular sign-up the vacation hold down shall be made available to be included in the regular sign-up. Such vacation hold down runs may be constructed only when there are consecutive vacation periods available for the duration of the regular sign-up. No vacation hold down run may be picked which may require mixing extra board work to complete the assigned work week. The rules of seniority shall apply to the choosing of all vacation hold down runs.

A vacation hold down run may not be selected by an operator during the period in which he is on vacation. The vacation pay hours for an operator holding down a vacation hold down run shall be the hours contained in the run held for the week immediately preceding that operator's vacation period.

All vacation periods not covered by a vacation hold down run will revert to the extra board where the vacation periods will be offered to the men in seniority order until all vacation periods have been exhausted. Any vacation period remaining unchosen will be assigned to the motor coach operators having the least seniority. Any motor coach operator assigned as provided in this section shall be considered a regular motor coach operator while performing such vacation hold down run assignment.

ARTICLE 36: MISS-OUT/CALL-IN

SECTION 1. When an employee is unable to report for work at his assigned time for any reason, he shall notify his dispatcher, foreman, or direct supervisor as appropriate, as soon as possible, and at least thirty (30) minutes before the start of the assigned work. Failing to give such notice, he shall be charged with a miss out. A miss-out is defined as being one (1) minute late for an assignment. The penalty for miss-outs shall be as follows:

- 1) For a first miss-out/**call-in** within twelve (12) months, the operator involved will be subject to a verbal reprimand.
- 2) For the second miss-out/**call-in** within twelve (12) months, the operator involved will be subject to a written reprimand.
- 3) For the third miss-out/**call-in** within twelve (12) months, the operator involved will be subject to a one (1) day suspension.
- 4) For the fourth miss-out/**call-in** within twelve (12) months, the operator involved will be subject to a three (3) day suspension.
- 5) For the fifth miss-out/**call-in** within twelve (12) months, the operator involved will be subject to termination.

If an employee completes a three-month period without incurring any miss-outs or call-ins, then the most recent miss-out or calling shall be removed from the employee's record and may not be considered for disciplinary purposes.

****Only this language will be utilized in the discipline of individuals for miss-outs and call-ins.**

SECTION 2. Split run operators who miss-out on their assigned first reports will lose their run for that day, but may be assigned other work at the COMPANY's option. Split run operators who miss-out on their assigned second report will lose that day's second portion of the run but may be assigned other work at the COMPANY's option. Straight run operators who miss-out, lose their run for that day, but may be assigned other work at the COMPANY's option. Extra board operators who miss-out, lose their assignment for that day, go to the bottom of the list, and may be assigned work at the COMPANY's option. The bi-weekly guarantee shall be reduced by the lost assignment.

SECTION 3. In determining discipline with respect to any miss-out, only those miss-outs occurring within the previous twelve (12) months may be considered.

ARTICLE 37: MINIMUM PAY PROVISION

SECTION 1. Any operator who is required to show-up and who does not receive an assignment in connection with that show-up shall be paid two (2) hours pay or pay for the actual time spent on the show-up, whichever is greater.

In the event an operator receives a work assignment while on show-up, he shall be paid for the time actually spent on show up, in addition to the time in the work assignment, but in no event less than two (2) hours for any combination.

SECTION 2. When the minimum guarantee is applied, it shall be paid for at the straight time hourly rate of any pay and shall not be used in the computation of overtime and shall never be paid at the overtime rate.

ARTICLE 38: TIME ALLOWANCE

SECTION 1. All motor coach operators shall receive a time allowance of ten (10) minutes once each day upon which they perform platform work as preparatory time for use in properly performing their duties as required by the COMPANY, except split runs, which shall receive a time allowance of fifteen (15) minutes. Any regularly assigned run to which a maxi bus equipped with a wheel chair lift is permanently assigned to leave the garage in the AM, will be paid an additional five (5) minutes. Preparatory time shall count as time worked for the purposes of overtime.

SECTION 2. Except when accident reports may be made out during time already paid for by the COMPANY, motor coach operators will be paid thirty (30) minutes of time, at their regular straight time hourly rate of pay, for fully, properly, and correctly preparing the reports required under Article 11 of this AGREEMENT.

SECTION 3. All motor coach operators will be paid two dollars and fifty cents (\$2.50) per hour in addition to their regular straight time hourly rate of pay during such times as they are acting as behind the wheel instructors.

SECTION 4. The COMPANY agrees to pay operators provided they show up, in the event service is canceled due to inclement weather.

ARTICLE 39: WAGE SCALE AND CLASSIFICATIONS

SECTION 1. Employees in training to be operators shall be paid at the discretion of the Company. The regular straight time hourly rate of pay for full time motor coach operators and part time motor coach operators shall be as follows:

OPERATOR	1/1/2022	1/1/2023	1/1/2024	1/1/2024	1/1/2025
1st 12 Months	\$ 14.60	\$ 15.04			
2nd 12 Months	\$ 15.28	\$ 15.74	1st 12 Months	\$ 16.37	\$ 17.18
3rd 12 Months	\$ 16.30	\$ 16.79	2nd 12 Months	\$ 17.46	\$ 18.33
4th 12 Months	\$ 18.32	\$ 18.87	3rd 12 Months	\$ 19.63	\$ 20.61
Thereafter	\$ 20.43	\$ 21.04	Thereafter	\$ 21.88	\$ 23.00

ARTICLE 40: OVERTIME - MOTOR COACH OPERATORS

SECTION 1. Operators will be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of forty (40) hours in any work week.

SECTION 2. Motor coach operators who work on their regularly assigned days off and have worked all their weekly assignments or only been off for a holiday, jury duty, military leave, Union business, or a Company court appearance shall be paid for all work they perform on the day at one and one-half (1 1/2) times their regular straight time hourly rate of pay.

SECTION 3. Overtime on off days shall be assigned by seniority of the entire operator's work force that indicates they desire to work overtime. Such overtime shall be assigned on a rotation basis.

PROVISIONS RELATING TO MAINTENANCE EMPLOYEES

ARTICLE 41: SENIORITY - MAINTENANCE EMPLOYEES

SECTION 1. The seniority and date of employment of maintenance employees employed after the effective date of this AGREEMENT shall be dated from the hour and day they first report to an assigned station ready for work. In the event two (2) or more employees start on the same day, seniority will be in the order in which they were interviewed.

ARTICLE 42: DEFINITIONS OF CLASSIFICATIONS & RATES

A-Tech - \$29 per hour

Must be able to diagnose, troubleshoot and repair the most difficult of all vehicle and equipment in service. The A-Tech must be able to teach B and C Techs, as time permits, more complex repair techniques. The A-Tech must demonstrate superior customer service skills and mentoring capabilities. The A-Tech must possess a CDL license with air brakes and a passenger endorsement, a 609 and 608 air conditioning certifications and at least three H or T series ASE certifications.

B-Tech - \$27 per hour

Must be able to diagnose, troubleshoot and repair all vehicles and equipment in service with minimal supervision. The B-Tech must be able to teach C-Techs as time permits some repair techniques that are not routine in nature. The B-Tech must demonstrate superior customer service skills and mentoring capabilities. The B-Tech must be able to work with minimal supervision. The B-Tech must possess a CDL license ,with air brakes and a passenger endorsement, a 609 air conditioning certifications and at least two H or T series ASE certifications.

All current mechanics will enter the new contract at the B-Tech level, and be reviewed by the new maintenance manager and NMD over the first 120 for consideration of moving to the A-Tech level.

C-Tech - \$25 per hour

Must be able to diagnose and repair some of the vehicles and equipment in service with supervision. The C-Tech must be willing to learn more difficult tasks from A-Techs and B-Techs. The C-Tech must possess a CDL license with air brakes and a passenger endorsement. The C-Tech will work under direct supervision. Must be able to perform basic shop and housekeeping duties. Must be able to pick up and deliver parts and materials, using a company supplied vehicle.

Existing staff as of the signing of the contract will have 2 years to meet the language stated above or will be shifted to the classification as stated above. Incoming mechanics may be brought in at a classification based on management's understanding of equivalent skill sets, but the mechanic shall

meet the language stated above within 18 months. Each mechanic with an ASE certification will receive a \$200 per year annual bonus per ASE certification. Transdev will pay all training and tests.

	1/1/2022	1/1/2023	1/1/2024	1/1/2025
MECH A	\$ 29.00	\$ 29.87	\$ 30.77	\$ 31.69
MECH B	\$ 27.00	\$ 27.81	\$ 28.64	\$ 29.50
MECH C	\$ 25.00	\$ 25.75	\$ 26.52	\$ 27.32

SECTION 4. UTILITY & SERVICE PERSON

A utility and service employee is a maintenance employee who can satisfactorily perform any type of servicing of vehicles, equipment and units thereof as may be assigned by the COMPANY in a reasonable length of time in a workmanlike manner, and who may also be used in servicing of buildings and grounds and any other type of common labor.

UTILITY	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Starting Yr 1 & 2	\$ 15.00	\$ 15.38	\$ 15.99	\$ 16.47
Yr 3	\$ 16.72	\$ 17.14	\$ 17.82	\$ 18.36
Yr 4 On	\$ 18.45	\$ 18.91	\$ 19.67	\$ 20.26

SECTION 5. TIRE PERSON

A tire person is a maintenance employee who can satisfactorily perform all types of tire repair and service including but not limited to changing, mounting, grooving, dismounting, mating, etc., as may be assigned by the COMPANY. Such employee shall also be capable of performing any type of service to vehicles, equipment and units thereof as may be assigned by the COMPANY, but not limited to hostling, fueling, oiling, and cleaning, and any other type of common labor. **This position is currently not being utilized, at a time in the future if it is utilized a negotiation on the rates associated will take place.**

SECTION 6. CLEANER/CUSTODIAN

An employee engaged in the cleaning of buses and other vehicles owned and/or operated by the COMPANY (interior and exterior), offices, locker rooms, toilets, garage floors, and buildings and grounds. May also be engaged in general upkeep of buildings and grounds, and any other duties of a similar nature. Must be able to complete duties in a workmanlike manner in a reasonable length of time.

CUSTODIAN	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Starting Yr 1	\$ 12.50	\$ 12.88	\$ 13.39	\$ 13.79
There after	\$ 14.62	\$ 15.05	\$ 15.66	\$ 16.13

- The union local will be open to discussions of increasing wages between tiers, as long as the increase does not surpass the next tier.

ARTICLE 43: WORKDAY AND DAY OFF - MAINTENANCE EMPLOYEES

SECTION 1. The normal work week in the maintenance department shall be forty (40) hours consisting of five (5) consecutive eight (8) hour days.

SECTION 2. This Article is intended to provide a basis for establishing normal work schedules and shall not be construed as a guarantee of hours of work per day or per week.

SECTION 3. All maintenance employees shall be permitted a one (1) hour unpaid lunch period daily.

ARTICLE 44: ASSIGNMENT OF WORK - MAINTENANCE EMPLOYEES

SECTION 1. Beginning or nearing the first of each calendar quarter or at such other time as the COMPANY deems necessary, the COMPANY will determine how many of its maintenance employees are needed in each classification on each of its work shifts, including the days off of each of its work shifts, after which the maintenance employees will be permitted to choose their work shifts, said work shifts shall include established days off, in accordance with their classification seniority. A regular choose-up shall be posted in an appropriate place for seven (7) days in advance of its effective date.

SECTION 2. It is the general policy of the COMPANY, in accordance with its maintenance needs, to use its maintenance employees on work for which they are best qualified, reserving to the COMPANY the sole right to judge qualifications and to assign its maintenance employees to such work as it may deem necessary.

The maintenance employees will perform all work assignments to the best of their ability and endeavor to acquire all knowledge possible to better enable them to perform their assignments well and efficiently.

SECTION 3. The Company may hire and utilize no more than two (2) part time employees in the maintenance department. Part time maintenance employees shall work no more than thirty (30) hours per week. Part time maintenance employees interested in becoming full time employees will be evaluated equally for vacant positions in positions for which they qualify in part time seniority order within thirty (30) days and before any outside candidates are hired. When promoted to full time, part time maintenance employees shall receive credit for their length of service in the new wage progression. Part time maintenance employees will not be covered by the fringe benefits in this Agreement except they will be eligible for the following: a pro-rated uniform and tool allowance as determined by the Company; payment for Commercial Driver's License (CDL), free transportation, accident reports, physical examination, jury duty and court attendance.

Part time maintenance employees shall be assigned at the discretion of the Company. No full time maintenance employee will be laid off as long as there are part time maintenance employees on the payroll. Part time maintenance employees will be maintained on a separate seniority list(s). They will have no seniority on the full time seniority lists. Part time maintenance employees will be laid off in inverse order of part time seniority and called back to work following the same procedures for full time employees described in Article 21 of this Agreement.

ARTICLE 45: PROMOTIONS - MAINTENANCE DEPARTMENT

SECTION 1. When the COMPANY shall determine a vacancy exists in any of the higher classifications of the maintenance department, it will be the policy of the COMPANY to fill such vacancies from the lower classifications on the basis of seniority and qualifications, said qualifications to be determined by written test.

In the event no employee in a lower classification is qualified or desires to fill such vacancy, the COMPANY may seek outside applicants to fill such vacancy, provided however, such outside applicants shall be given the same written test as given to existing employees to determine qualifications, and the UNION shall be given the opportunity to verify such test and scores.

SECTION 2. Employees promoted under the provisions of this Article shall be given a trial period of not more than thirty (30) days in which to qualify. If at any time during this thirty (30) day period, the employee is found not to be qualified, he shall revert to his former classification without loss of seniority. Disqualification under this section shall be subject to review if so requested by the employee.

Such review, if requested, shall be performed jointly by the shop steward and the employee's immediate supervisor, provided however, the COMPANY shall retain the right to final decision on qualifications.

SECTION 3. Any jobs that become vacant due to a promotion shall be posted for bid.

ARTICLE 46: TEMPORARY TRANSFERS

SECTION 1. When a maintenance employee is temporarily transferred from one classification to another classification affording a higher rate of pay, the employee so transferred shall receive the rate of pay attached to the classification to which he was so transferred during the period of such temporary transfer.

SECTION 2. When maintenance employees are temporarily transferred from one classification to another classification affording lower rate of pay, the employee so transferred shall continue to receive the rate of pay attached to the classification from which he was so transferred during the period of such temporary transfer.

ARTICLE 47: MINIMUM PAY PROVISIONS

SECTION 1. In the event that it becomes necessary to require a maintenance employee to report for work at a time other than his regularly scheduled hours, he shall be paid a minimum of two (2) hours provided, however, such work does not immediately precede or succeed his regularly scheduled hours of work which he is about to work, or is already working.

ARTICLE 48: EQUIPMENT FURNISHED TO EMPLOYEES

SECTION 1. Flashlights, batteries, drop cords, creepers, drills, bits, work benches and other special equipment shall be furnished employees whose work requires their use, upon the return of obsolete or deteriorated equipment. Any employee who carelessly or maliciously damages or loses any such equipment shall fully reimburse the COMPANY for same if such loss is obviously the employee's fault. Any tools or COMPANY property loaned or assigned to employees under present or future proceedings shall be returned to the COMPANY upon the COMPANY's request in good condition, considering normal depreciation.

SECTION 2. The COMPANY will pay the full cost (100%) of uniforms and laundry of all maintenance employees up to and including five (5) uniforms each week. Uniforms to be composed of shirts and pants. Color to be determined by the COMPANY. The COMPANY shall contribute an amount not to exceed seventy-five dollars (\$75) towards the cost of a winter work jacket or insulated coveralls during the life of this AGREEMENT. The COMPANY shall also contribute up to ninety dollars (\$90) once each year towards the purchase of approved safety shoes for those employees subjected to lifting heavy objects. If purchased, safety shoes must be worn while on duty. Such work jacket and safety shoes shall be purchased in the same manner provided for tool purchases in Section 3 of this Article. Employees shall earn any annual allowances described in this section based on their employment anniversary date.

SECTION 3. Effective January 1, 2022 this amount increases to four hundred twenty-five dollars (\$425) each year. The COMPANY's yearly tool allotment will be made payable to an approved supplier or suppliers of such tools. The COMPANY shall furnish \$100.00 deductible insurance on mechanics tools. This benefit will be paid based on the employee's employment anniversary date. Annually each employee will provide the COMPANY with a complete tool inventory which will be verified and approved by the COMPANY, to be used in case of claims. The COMPANY will not be responsible for tools lost or stolen off-site, or due to negligence of the employee.

SECTION 4. Mechanics are expected to provide basic hand tools needed to complete assigned work, up to one and one eighth (1-1/8) inch size, and to include metric hand tools up to an equivalent size. The COMPANY will provide specialized tools necessary to provide maintenance work above the sizes cited above.

SECTION 5. The COMPANY shall reimburse maintenance employees the cost of commercial licenses where such licenses are required in order for the employee to perform his duties. The Company shall provide continuing education for maintenance employees utilizing resources available from vendors and local schools. The Company and the Union will work together to acquire training grants to develop a more formal continuing education program. The cost of the class and travel expenses shall be paid for by the company.

ARTICLE 49: MAINTENANCE EMPLOYEES OTHER TIMES

SECTION 1. The regular straight time hourly rate of pay for maintenance employees shall be **stated in Article 42.**

SECTION 2. Any employee appointed by the Company as a working foreman shall be paid one dollar and twenty five cents (\$1.25) per hour over and above the rate allowed to his classification while acting in that capacity. Any employee appointed by the company as a lead shall be paid seventy-five cents (\$0.75) per hour over and above the rate allowed to his classification while acting in that capacity.

The following is a list of, but not all, of the responsibilities of a foreman. A foreman gives directions to all maintenance employees, can swap buses, can make recommendations on performance of work and ensure work and buses get out on time.

Lead man ensures that the buses are serviced, cleaned and fueled for the next morning pull-out, as well as, secures the building at night.

ARTICLE 50: OVERTIME - MAINTENANCE EMPLOYEES

SECTION 1. All maintenance employees shall be paid at the rate of one and one-half (1 1/2) times their regular straight time hourly rate of pay for all work they perform in excess of forty (40) hours in any work week.

SECTION 2. All maintenance employees who have worked all their weekly assignments or only been off for a holiday, jury duty, military leave or Union business shall be paid at the rate of one and one-half (1 1/2) times their regular straight time hourly rate of pay for all work performed on their regularly assigned day off. In no event can the COMPANY change the days off of employee's shift to prevent the payment of overtime.

SECTION 3. All work performed at the overtime rate of pay shall be distributed according to a written procedure agreed upon by the COMPANY and the UNION.

SECTION 4. Any maintenance employees that works beyond an eleven (11) hour shift will receive a \$5 differential for all time after the eleven (11) hour mark.

ARTICLE 51: FUTURE LAWS, STATUTES, ETC.

SECTION 1. 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, the State of Mississippi, and of the municipalities in or through which the COMPANY operates. In the event any part of the AGREEMENT becomes null and void, the remaining portion shall remain in full force and effect.

ARTICLE 52: PROVISIONS RELATING TO DISPATCHERS, CUSTOMER SERVICE AND PARTS CLERK

SECTION 1. Dispatchers, Customer Service and Parts Clerk shall be entitled to all rights and subject to all liabilities under Articles 1-9, Articles 12-15, Articles 17-19, Article 20-25, Article 27, Article 51, Article 53-57.

SECTION 2: The regular straight time hourly rate of pay of employees covered by this Agreement shall be as follows:

WAGES TO BE DETERMINED SEPARATELY

SECTION 3: Customer Service Representative assigned Scheduling duties will receive an additional one dollar (\$1.00) per hour for any work performed while scheduling.

SECTION 4: Customer Service Representative assigned verification duties will receive an additional one dollar (\$1.00) per hour for any work performed while verifying schedules.

SECTION 5: Customer Service Representative, Dispatchers and parts clerks selected by the **Company** as instructors to train new employees will be paid an additional one dollar (\$1.00) per hour for all time spent in training of new employees.

SECTION 6: Employees in these classifications shall be paid at the rate of the one and one-half (1 1/2) times their regular straight time hourly rate of pay for all time worked in excess of forty (40) hours in a week.

SECTION 7: Employees in these classifications shall be paid at the rate of the one and one-half (1 1/2) times their regular straight time hourly rate of pay for all time worked in excess of forty (40) hours in a week.

SECTION 8: Overtime shall be offered on a seniority basis.

SECTION 9: The past practice of mutually agreed rotating shifts on Saturday will continue for Customer Service Reps and Dispatch.

SECTION 10: Bidding of work and vacation will be based on seniority, and the timetable as provided for operators. An updated seniority list shall be posted when changes occur.

SECTION 11: In the event two (2) or more employees start on the same day, seniority will be in the order in which they were interviewed.

<u>DISPATCH</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
	<u>\$ 15.50</u>	<u>\$ 15.97</u>	<u>\$ 16.60</u>	<u>\$ 17.10</u>
<u>CSR</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
	<u>\$ 15.01</u>	<u>\$ 15.46</u>	<u>\$ 16.08</u>	<u>\$ 16.56</u>
<u>PARTS CLERK</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
<u>Starting Yr 1 & 2</u>	<u>\$ 15.94</u>	<u>\$ 16.42</u>	<u>\$ 17.08</u>	<u>\$ 17.59</u>
<u>Yr 3</u>	<u>\$ 17.48</u>	<u>\$ 18.00</u>	<u>\$ 18.72</u>	<u>\$ 19.29</u>

****Tammy Taylor's seniority will be updated to 2/17/2014**

****The most senior dispatcher's (as of this date) wages will be frozen until 1/1/24.**

ARTICLE 53: WAIVERS

SECTION 1. The waiver of any breach or condition of this AGREEMENT by any party shall not constitute a precedent for any subsequent waiver of any breach or condition.

ARTICLE 54: NOTICES

SECTION 1. Notices permitted or required to be served under the terms of this AGREEMENT, unless otherwise specifically covered, shall be sufficiently served for all purposes herein when mailed, postage prepaid, registered mail, return receipt requested, to Professional Transit Management of Jackson, at P.O. Box 2809, Jackson, Mississippi 39207-2809, for service upon the COMPANY, and similarly when mailed to the President of Local #1208 of the Amalgamated Transit Union at Jackson, Mississippi. The date of the receipt of such notice shall be the controlling date for all purposes hereunder. Any party may give a change in address to the other through written notice. Notice may also be delivered in person in the presence of a witness.

ARTICLE 55: PRIOR AGREEMENTS

SECTION 1. This AGREEMENT terminates and renders inoperative all verbal and written agreements between the parties, which may be inconsistent with this AGREEMENT existing, or made prior to the effective date of this AGREEMENT.

ARTICLE 56: DURATION OF AGREEMENT

SECTION 1. This AGREEMENT shall be in effect for the term beginning 1/1/22 to and including 12/31/25, and from year to year thereafter except that at the expiration of said term or of any renewal thereof any party may terminate the AGREEMENT by giving notice to the other of its intention to terminate the AGREEMENT or to negotiate changes in its provisions. Said notice shall be in writing and delivered to the other parties not more than ninety (90) and not less than sixty (60) days before the expiration of the term of the AGREEMENT or of any renewal thereof. If such notice is given by any party, it shall also contain an offer to meet and confer with the other parties for the purpose of negotiating a new AGREEMENT.

SECTION 2. If no agreement shall have been reached by the parties within thirty (30) days after such notice, the Federal Mediation and Conciliation Service and any State agency established to mediate and conciliate disputes within the State, shall be notified of the existence of a dispute, all as provided in Subsection (d) of Section 8 of the Labor-Management Relations Act.

SECTION 3. The terms and conditions of this Agreement shall be binding on and enforceable against any "Successor Company." "Successor Company" shall mean any purchaser, assignee, transferee, or any entity that succeeds the Company, in whole or in part, in operating the transit system in the City of Jackson. The company shall provide the Union with written notice that a "Successor Company" will be operating the transit system in the City of Jackson at least sixty (60) calendar days prior to the date the "Successor Company" is to start operating such system. The Company shall disclose in writing to any "Successor Company," and provide a copy of such disclosure to the Union, the existence of this Agreement and this Article at least forty-five (45) calendar days prior to the date the "Successor Company" is to start operating the transit system in the City of Jackson. The Company shall indemnify and hold harmless the Union and all bargaining unit employees for any losses, damages, and expenses, including attorney's fees, resulting from the Company's violation of this Article or from any Successor Company's failure to assume the obligations of this agreement.

WITNESSETH

In witness whereof, the parties hereto have caused this AGREEMENT to be executed by their authorized officers and representatives on the _____ day of March 20, 2022.

FOR THE UNION

Amalgamated Transit Union Local #1208

President, ATU Local #1208

FOR THE COMPANY

Transdev Services, Inc.

General Manager, Transdev Services, Inc.

****Ratification is due by midnight on 3/18/22. There is \$12,500 in ratification bonus allowed for the entirety of the group, to be determined by the union. Retro is contingent on timely ratification. The 4th year wages defined through the contract is dependent on timely ratification.**