

**OPERATIONS AGREEMENT
BY AND BETWEEN
TRANSIT MANAGEMENT OF
CHARLOTTE, INC.**

AND

**SHEET METAL, AIR, RAIL AND
TRANSPORTATION UNION
LOCAL 1715**



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**EFFECTIVE
JULY 1, 2022 – JUNE 30, 2025**

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**MEMORANDUM OF AGREEMENT
BUS OPERATORS
AGREEMENT**

This AGREEMENT made and entered into the 1ST day of July 2022 by and between TRANSIT MANAGEMENT OF CHARLOTTE, INC., its Successors and/or Assigns, hereinafter called the "COMPANY"; and, SMART-TD Local# 1715, representing the Bus Operators of the Company at Charlotte, North Carolina, hereinafter called the "UNION";

WITNESSETH, that in consideration of the mutual covenants and agreement herein contained, the parties hereto have agreed with each other as follow:

**ARTICLE I
Recognition of Bargaining Unit**

Section A. Recognition. Pursuant to National Labor Relations Board Case No. 11-RC-6754 the Company recognizes SMART-TD Local# 1715 as the Exclusive Collective Bargaining Agent of all employees classified as Bus Operators in Charlotte, North Carolina and agrees to deal with the designated officers of the Union. The Company will not discriminate against any employee because of his/her affiliation or non-affiliation or connection with the Union.

The Company and the Union agree that the provisions of this Agreement shall apply to all employees covered by this Agreement as outlined in this Article without discrimination

Section B. Definitions. The words "employee" and "employees" as used in this Agreement is defined as meaning those employees of the Company covered by this Agreement. The words "he," "his," "man," and "men" as used in this Agreement are defined as also meaning "she," "her," "woman," "women," "they," "them," or other identifying pronouns.

**ARTICLE II
Management Rights**

Section A. Union and Employee Acknowledgement. Employees of the Company, members of the Union, and the Union agree, that said members and employees will perform loyal and efficient service in their duties; that they will observe and conform to the Rules and Regulations of the Company; that they will comply with the instructions and directions of the Officers of the Company; that they will operate their buses carefully and with utmost regard at all times for the safety of the passengers and the public in a continuous program of improved ride building; that they will give the riding public courteous and respectful consideration and treatment at all times; and that they will use their influence and best endeavors to protect the property of the Company and all of its interests. The Union individual members are to give the Company the fullest cooperation to the ends that the transportation system may grow; its service to the public increase in efficiency, volume and scope, and the revenue and resulting profit from its operation become greater. The Company will provide each employee with a copy of the Standards of Excellence Manual.

Section B. Summary of Management Rights. Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, the right, in good faith, to fully control any matters concerning the management, control, and conduct of its business and all of its Common Law rights to manage its business. Prominent among such unqualified rights, although by no means a wholly inclusive list thereof, are the following:

1. Manage its business in the light of experience, good business judgment and changing conditions;
2. Manage and fulfill the mission of the Company and to direct the Company's employees;
3. Determine the existence or non-existence of facts which are the basis of management decision(s) and to carry out the lawful directives of the customers and clients to whom the Company provides its services;
4. Set standards of productivity, the routes, and services to be rendered, work pace, and maintain the efficiency of operations;
5. Direct and control the operation of the work and the workforce. This includes, but is not limited to: unilaterally developing, amending, and implementing procedures, policies, techniques, methods, and means of operating the Company's business for establishing standards of customer service, safety, quality of work and other measures of employee productivity, including improvement, change or elimination of methods, materials, equipment, or facilities;
6. Regulate, monitor, and enforce the use of all equipment and other property of the Company;
7. Introduce new or improved technology, research, service, maintenance methods, materials, and equipment;
8. Make all office location decisions;
9. Determine the layout, equipment, assignment, machines, structures, and other materials to be used in the business;
10. Determine the personnel, methods, means, and facilities by which operations are conducted;
11. Determine the size of the workforce; qualifications of employees, the allocation and assignment of work, the determination of policies affecting the selection of employees for assignment and/or promotion;
12. Determine the starting and quitting time and the number of hours and shifts to be worked, including when and if extra work should be worked or required;

13. Assign equipment based on the needs of the Company regardless of the employee's seniority (length of continuous service);
14. Direct the workforce, including but not limited to: hire, train, assign, transfer, promote, demote, suspend, lay off, reprimand, discipline, suspend, and discharge;
15. Determine the appropriate discipline, including discharge for a violation of any work rule, policy, procedure, reasonable expectations, and/or term of this Agreement;
16. Expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, task, or service; to control and/or regulate the use of facilities, equipment, and other property of the Company;
17. After the Company has exhausted all agreed upon processes, as stated in this Agreement, may assign work performed by TMOC employees to non-bargaining unit TMOC employees only, including temporary employees, part-time employees, seasonal employees, managerial and supervisory employees, and all other employees;
18. Determine financial policies, including general accounting procedures;
19. Discontinue all or part of the Company by sale, closure, transfer, relocation or otherwise;
20. Cease doing business, partially or completely terminating operations.

The Parties recognize and agree that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted to exclude those prerogatives not mentioned, which are inherent to the management function. Stated differently, all inherent rights, prerogatives and functions of management not expressly limited by a specific provision of this Agreement are vested in the Company.

Section C. Failure of the Company to exercise rights herein reserved to it or exercising them in a particular way shall not be deemed a Waiver of Said Rights or of the Company's right to exercise said rights in some other manner not in conflict with the terms of this Agreement, whether such rights have been exercised by the Company in the past.

Section D. Rules, Policies, and Procedures. The Company has the sole and exclusive right to implement and enforce reasonable rules, policies, procedures, and regulations and/or may modify or eliminate such rules, policies, procedures, or regulations at any time so long as such rules, policies, procedures, or regulations are not in conflict with any specific provision of this Agreement. This includes changes and additions to the Standards of Excellence Manual. The Company also has the sole and exclusive right to develop and implement reasonable rules, policies, procedures, and regulations that ensure compliance with any law, ordinance, or regulation. The Company will consult with the Committee before implementing new or changing existing rules or

regulations and to solicit their input before implementation. The Company will provide the Union a copy of any new work rule or policy at least fifteen (15) calendar days in advance unless an emergency or required by law, which will permit the Company to implement the new work rule or policy sooner.

Section E. Exceptions for Work. Non-bargaining unit employees will be permitted to operate revenue equipment in cases of an emergency, including, but not limited to, in adverse weather conditions, manpower shortages, or other conditions beyond the control of the Company such as ice, snow, fires, or storms. Further, Test Trips for inspection of work done by maintenance employees, for the purpose of training, safety, promotion not involving revenue service operations will be permitted. Maintenance Supervisors may road test equipment on which work may be or has been performed. Maintenance employees will continue the current practice of road-testing equipment before or after repairs.

From time-to-time, supervisors may, as needed by the Company, move buses, or return busses to the facility, with or without passengers on board. In such instances, the Supervisor(s) will only drop off those passengers on board.

Section F. Service Coordinators. The Company may use operators as service coordinators to assist in special events, or emergencies to ensure the effective delivery of service. Service coordinators will be selected and assigned at the discretion of the Company. They shall be paid their normal hourly rate of pay.

Section G. Technology Rights. The Company can continue to employ new technology, including video and audio systems, GPS, mobile data terminals/computers and other present and future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state, and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving our facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after discipline is taken.

ARTICLE III

Union Provisions

Section A. Union Chairpersons. The Company recognizes the right of the Union to designate chairpersons and/or alternates employed by the Company.

Chairpersons and/or alternates will be permitted to leave their work during regular working hours on their shift, when they have a grievance to present to the proper Company representative. If a chairperson or alternate is requested to attend a grievance meeting by the Company, not an employee, he or she will be paid by the Company if removed from his/her shift. If the employee specifically requests the presence of a chairperson, no employee shall be investigated or disciplined without a chairperson being present; however, the Union agrees to extend the

Company's time limits if an investigation is delayed because of an employee and/or chairperson's unavailability. The Company shall send the Union a copy of any written disciplinary notices issued to employees. The Company shall provide meeting space at its facility for use by the Union to consult with its members during a member's non-working time.

The authority of chairpersons and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities, which will not be paid by the Company:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement,
2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, sympathy strikes, refusal to handle goods, or any other interference with the Company's business.
3. The collection of dues when authorized by appropriate Local Union action.

Chairpersons and alternates have no authority to take strike action, or any other action interrupting the Company's business. Chairpersons and alternates will conduct themselves in a professional and courteous manner. The Union will notify the Company of its chairpersons, alternatives, and union officers, in writing. If there are any changes to the Union's chairpersons, alternatives, and officers, the Union will notify the Company in writing.

Section B. Union Dues and Check-off. The Company agrees to deduct from the weekly pay for the first four weeks of a given month, of all employees covered by this Agreement the dues, initiation fees, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished on the form required to the Company. The Local Union shall certify to the Company in writing each month a list of its members working for the Company with an itemized statement of dues, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member. The Company shall deduct such amount within two (2) weeks following receipt of the statement of certification of the member and remit to the Local Union in one (1) lump sum within three (3) weeks following receipt of the statement of certification. The Company shall add to the list submitted by the Local Union the names and employee numbers of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

The Company will recognize authorization for deduction from wages, if in compliance with state and federal law, to be transmitted to the Local Union or to such other organizations as the Local Union may request if mutually agreed. No such authorization shall be recognized if in violation of

state or federal law. No deduction shall be made which is prohibited by applicable law.

The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability arising out of all deductions of money described in this section from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to Local Union 1715.

Section C. Time Off for Union Business. The Company agrees to grant necessary unpaid time off, without discrimination or loss of seniority rights, to any employee designated by the Union to attend a labor convention or serve in any capacity on temporary official Union business, provided written notice is given to the Company by the Union no later than 5 PM the day before specifying the length of time off. The Company may deny the request, in whole or in part, for any employee except the General Chairman and/or his designated Union Officer(s) not to exceed three (3) in total, if honoring the request will result in a disruption of operations due to lack of available employees. The General Chairman and/or the General Chairman's designee are required to comply with the notice provision herein.

Section D. Union Bulletin Board. The Union will be permitted to post notices on their own bulletin board provided by the Company. Postings by the Union on such boards are to be confined to official business of the Union. The bulletin board shall not be used for posting political matter of any kind whatsoever except for the announcement of a union election, which excludes campaign literature.

Section E. Productive Work. All revenue equipment of any type operated in revenue service shall only be operated by employees in the operator's collective bargaining unit, who are qualified for such service, except as previously set forth in Article II. This includes allowing mechanics qualified to operate said equipment to change off or shuttle buses in revenue service.

Section F. Access to Premises. The Company agrees to admit to its facility, during its regular working hours, an authorized Business Agent of the Union for the purpose of observing the application of this Agreement and adjusting grievances. Upon arrival and departure, the authorized business agent must sign-in and -out with the Company. These activities may not cause any interruption of the Company's working schedule, nor may they interfere with the work of employees.

The authorized Union Business Agent shall arrange for a mutually convenient date and time with report to the facility manager or Company supervisor on duty before any visit. The Union Business Agent must also state to the manager or supervisor the reason for the visit and observe all Company rules and safety rules while on the Company's premises. In the event of a change of agents, the Company will be notified in writing.

ARTICLE IV

Mutual Cooperation

Section A. Mutual Cooperation. The obligation that rests with the Company, to provide, and upon the employees of the Company to render, honest and efficient service, is recognized by both parties. A spirit of cooperation between the employees and the Company is essential to efficient operation, and both parties should conduct themselves so as to promote this spirit. The responsibility for success rests equally with the Company and the employees. In this spirit, the Company and the Union are desirous of effectuating an Agreement which will:

1. Provide for rates of pay, rules and working conditions of employees represented by the Union;
2. Provide for the fair and equitable treatment of said employees;
3. Provide for the amicable adjustment of disputes which may arise out of the application or interpretation of this Agreement; and
4. Provide for such other arrangements as may be deemed advisable by the parties to this Agreement in order to safeguard their respective interests and establish and maintain harmonious relationships.

Employees agree to fully cooperate and participate in any company investigation, and the Union will not interfere with any employee who wishes to cooperate fully with any company investigation.

Section B. Labor Management Committee. The parties agree to establish a Labor Management Committee. The purpose of the Committee is to foster harmonious relations and a positive work environment. It will provide a forum for discussion and resolution of issues for both parties. It does not replace the grievance process. It is not intended to cover issues addressed in the Collective Bargaining Agreement or issues properly before the Safety Committee. The Committee may make recommendations to management on issues or refer issues to the Safety Committee as appropriate. The Committee shall consist of eight (8) members, four (4) appointed by the Union and four (4) by the Company. The Committee shall meet once a calendar quarter. The Chairmanship of the Committee shall rotate at each meeting between the Company and the Union. The first Chairman shall be from the Union. An agenda shall be distributed to members and posted prior to each meeting. Minutes shall be kept and posted after each meeting.

Section C. Printing of Labor Agreement. The Company shall pay half (½) of the cost of printing and subsequent reprinting of the Labor Agreement in booklet format. The remaining half (½) is to be paid by the Union. The Labor Agreement booklets will be maintained and distributed by the Company. The Company agrees to provide twenty (20) copies of the Labor Agreement to the Union.

Section D. Operator Facilities and Union Office. Operators will be provided with clean quarters and with tables, chairs, and such other accommodations necessary for them to make reports. Quarters will also be equipped with necessary washrooms and toilet facilities to provide for the neatness and comfort of the operators. The Company and the Union will mutually agree on an

office for Union business at Davidson and Tryon. The Company will assist the Union in scheduling the training rooms at Davidson and Tryon for continuing education purposes.

Section E. No Strike/No Lock Out. Neither the Union nor the employees will engage in any strike, slowdown, work stoppage, sympathy strike, bannering or any other type of demonstration, or any concerted action of any kind that would interfere with the Company's business or operation of the Company during the entire term of this Agreement. The Company may impose any disciplinary action, including discharge, of any or all of the employees involved in a violation of this Section. Accordingly, the only issue subject to the grievance and arbitration procedure of this Agreement is the issue of participation by any employee in any conduct prohibited by this Article.

The Union agrees it will not honor or recognize any strike, slowdown, work stoppage, sympathy strike, bannering or any other type of demonstration, or any concerted action of any kind that would interfere with the Company's business or operation of the Company during the entire term of this Agreement. The Union also agrees it will immediately advise and instruct all employees covered by this Agreement not to honor or recognize any strike, slowdown, work stoppage, sympathy strike, bannering or any other type of demonstration, or any concerted action of any kind that would interfere with the Company's business or operation of the Company during the entire term of this Agreement.

In consideration of the no-strike covenant and pledge by the Union and the employees, the Company agrees that there shall be no lockout of the employees during the period of this Agreement. The term "lock out" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees by the Company or the curtailment or discontinuance of operations by the Company in the exercise of its rights as set forth in any provision of this Agreement.

In the event suit is instituted by either party hereto against the other to enjoin any violation or breach of this Article, the party instituting such suit for injunctive relief shall have the right to file suit in a court of competent jurisdiction. The party against whom such suit is filed shall not have right (and hereby expressly waives the right) to remove or transfer such suit to any other court. This Section does not apply to a suit for damages only.

The primary purpose of this Section rests in the mutual desire of the parties to this Agreement to provide uninterrupted production, service, and delivery.

ARTICLE V

Probation and Seniority

Section A. Probation. Full-time employees in the first ninety (90) calendar days of employment after the completion of training will be considered on probation; part-time employees are discussed in Article XXVIII. 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 are employed. However, the Company has the right to discharge any probationary employee, defined under this clause, for any reason, at any time, and the Company's right to do so shall not be questioned. By mutual agreement between the parties, the probationary

period may be extended for a period not to exceed thirty (30) calendar days. Training and probationary employees will not have access to the grievance and arbitration provisions.

Section B. Seniority. Seniority rank of drivers will be determined by lot during the first week of the training class. A Union representative must be present at the time of the drawing. The Seniority date for all drivers in the class will be the date that the first driver in the class completes training. Driver students will remain under the training wage scale until they have completed their training. If a new facility is created and operated by the Company, employees will be permitted to bid for positions in the new facility, and if qualified, will be placed in the new facility according to the seniority provisions of this Agreement.

An employee's seniority will end if any of the following occur:

1. An employee has quit, resigns, retires, walks off the job or has been terminated; and/or
2. An employee has been laid off.

This, however, does not apply to an employee on approved leave, workers' compensation, or FMLA.

A break in seniority shall constitute a separation from employment with the Company and a break in continuous service.

Section C. Seniority Rosters. Seniority rosters showing seniority dates of employees shall be posted on bulletin boards to which employees have access at all times. Such seniority rosters shall be posted at run pick time. Any protest in seniority must be made within thirty (30) calendar days from date of initial posting or the roster will stand as correct. Current seniority rosters shall be furnished to the Union.

Section D. Use of Seniority. The right of preference of work and assignments, including vacations, will be governed by seniority, subject to the required qualifications of the Company and the rules governing assignments.

Section E. Promotions. Employees covered by this Agreement shall be considered for promotion to supervisory positions. An employee who accepts a full-time permanent supervisory position with the Company will have one hundred twenty (120) calendar days to determine if he/she desires that position and will retain his/her driver's seniority for that period. During the period, the employee has the option of returning to his/her former position; the Company may, at its option during the period, reassign the employee to his/her former position. However, on the 121st calendar day, the employee electing to remain in the supervisory position will forfeit his/her operator's seniority.

Non-bargaining unit employees, including supervisors in training, will be permitted to operate revenue equipment in cases of an emergency, manpower shortages, adverse weather conditions, or other conditions beyond the control of the Company. Further, Test Trips for inspection of work done by maintenance employees, for the purpose of training, safety, promotion not

involving revenue service operations will be permitted. Maintenance Supervisors may road test equipment on which work may be or has been performed.

ARTICLE VI

Reduction in Force

Section A. Reduction of Work Force. When forces are reduced, employees will be taken off based on employees' seniority, employees will be laid off in the reverse order of their seniority and will retain and accumulate seniority, subject to the provisions of Section B of this Article. However, these employees will not accrue nor be entitled to any Company benefits, except those specifically set forth in this Agreement, and time in layoff status will not count toward progressive pay rates.

Section B. Call Back for Duty. Employees furloughed on account of reduction in force will be privileged to work elsewhere and retain their seniority. Employees will be called back to the service based on employees' seniority order according to the following procedure. The Company will advise each employee to be recalled by Registered United States Mail, return receipt requested. A copy of such recall notice will be furnished to the Union. An employee receiving notice of recall will immediately acknowledge receipt of same by United States Mail, advising the Company of the date he/she will be available for service. The available date must not be later than fifteen (15) calendar days from the date of the Company forwarded recall notice. The employee must maintain on record with the Company their correct mailing address.

In extenuating circumstances, the fifteen (15) calendar days' time limit may be extended by agreement between the Company and the Union. Furloughed employees failing to comply with this Article will forfeit their seniority rights and be considered terminated. It is understood that the Company will have discharged its obligation of notification to furloughed employees by having forwarded recall notices as herein outlined.

ARTICLE VII

Leaves

Section A. Union Leave of Absence. Employees accepting an official position in the service of the Union will retain and accumulate seniority and will be granted necessary unpaid Leaves of Absence, without benefits, if requested, provided they apply for reinstatement with the Company within thirty (30) calendar days after release from such official position or service. However, this would not apply to an employee separated or discharged from the Company's service for cause. It is acknowledged that the Union has the right to timely process through Grievance proceedings of this contract any application of this Section for its members.

Section B. Employee Leave of Absence. Any employee desiring an unpaid leave of absence from his/her employment shall secure written permission from the Company. The maximum leave of absence shall be for thirty (30) calendar days and may be extended for like period. Permission for extension must be secured from both the Local Union and the Company in writing. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights and dismissal for the employee involved. The determination as to the number of persons who may be granted a leave of absence

at any one time is vested solely with the Company. The purpose of this section is to provide a leave of absence for a legitimate reason, such as emergency or hardship, not simply for personal convenience. Should a Leave of Absence be granted an employee, he/she shall retain and accumulate his/her seniority but will not be entitled to any Company benefits. Any leave of absence in excess of sixty (60) calendar days will not count toward progressive pay rates.

Section C. Family Medical Leave. The Company has full discretion to develop and change its policy as necessary to comply with the law. The Union will be given a chance to review and comment on the policy at least thirty (30) days prior to implementation. Employees will be required to use his/her accrued sick leave while out on Family Medical Leave consistent with Article XV.

ARTICLE VIII

Examinations and Notification

Section A. Physical Examinations. Employees may be required from time to time to submit to any physical, medical or other examination or re-examination required by the Company, by law or by a regulatory body, but they will not be required to bear the expense of any such examination or re-examination. The Company will notify employees of their biannual examination not less than one week in advance of the examination. They will be given an opportunity to take such examination without loss of time. The examining physician will be selected by the Company. Employees will be furnished a copy of the examiner's report, if desired.

If any employee is dissatisfied with the examination as reported by the Company's physician, he/she shall have the right to employ an outside physician of his/her own choice at his/her own expense. Within ten (10) business days of the date of the Company physician's decision, the employee shall inform the Company that he/she wishes to seek a second opinion. Also, within the ten (10) business days, the employee shall schedule the first reasonably available appointment for the second opinion. If the two physicians are unable to agree, they shall call in a third physician and all parties involved shall equally share the expense and be governed by the decision of the physician called in.

In the case of new employees, as a condition of employment, all new employees will be required to take the Company's physical. An employee who is absent from work for thirty (30) calendar days or more will be required to take a drug test and a return for duty examination.

Section B. Notification. Employees must notify the Company immediately of any criminal charges and/or convictions, moving violation and charges and/or convictions and any driver's license revocation, suspension, cancelation, or other driving disqualification. Further, employees also must provide the Company with their work schedule on other non-Company jobs to ensure that an additional job does not conflict with DOT driving and/or hours of service regulations. Further yet, employee must notify the Company if they are on any medications or other substances, which could impair their abilities to safely operate a company vehicle. Failure to provide proper notice is grounds for discipline, up to and including discharge.

ARTICLE IX

Report and Miss-Out

Section A. Report-In Procedure. Operators not previously excused by the Company must report for their assignments at the scheduled time or they will be charged with a miss-out. When an operator is prevented from reporting on time due to illness, injury, Union business, or bereavement leave, they must notify the Company sixty (60) minutes prior to their scheduled sign-on time, or he/she will be charged with a miss-out in accordance with the provisions of Article IX Section B.

When an operator is unable to complete their assignment once they have reported to work, the Operator will be permitted to lay off for the rest of the day without a chargeable absence if the Company is satisfied the operator is unable to work the remainder of his/her shift due to an illness or other acceptable reason.

Any employee who has missed out or who has been laying off (which includes employees off sick) must call in and report for duty before 5:00 P.M. in order to be assigned work the next morning. An employee reporting for an evening run must call in and report before 10:00 A.M. of the same day. In either case, an employee failing to so report will be held off his/her assignment until the next day.

If a driver gets off sick or has a miss-out after 3:00 P.M., he/she has until 7:00 P.M. to call in to report for work for the following a.m. If an operator is excused for a day, it is understood that he/she will work his/her next scheduled workday.

In the event an operator is delayed in reaching the relief point or dispatch office due to a Company vehicle (bus or Company auto) being late that would have enabled him/her to arrive at the relief point or dispatch office on time, he/she will not be charged with a miss-out and will be entitled to pick up his/her run or will be paid the hours of his/her assignment. Application of this paragraph shall not result in the payment of run around time to another operator.

Section B. Miss-Out Procedure. Operators who miss out will be allowed to work provided work is available as determined by the Dispatcher. If work is available, the Dispatcher will assign the employee a new report time. The driver must report by that time, and he/she will stand last out at the bottom of the extra board and will be required to work whatever assignment falls to him/her (up to one full run). The operator will be paid for all time actually worked from the time he/she reports but will lose his/her guarantee for the day and will not be guaranteed the two (2) hour report time. Three (3) times in a rolling twelve-month (12) period, the operator will still be charged with a miss-out for the day but will not receive a point if he/she reports for work and receives an assignment from the Dispatcher. It is understood and that the operator will be allowed to work his/her next regular assignment. Operators who call or report in person after one hour will not be allowed to work.

ARTICLE X

Check In-Travel Time

Section A. Pay Time. Time will be computed on the basis of platform time spent in the actual operation of a bus in accordance with the established schedule. The Company will comply with the Fair Labor Standards Act as applicable (e.g. Portal to Portal, Hours Worked, Paid to Wait, etc.).

Section B. Check-In Time. All regular run work assignments will pay ten (10) minutes of check-in time at the regular hourly rate of the operator. This time will not be pyramided with any other time. Returning to work from a meal relief is not check-in time.

Section C. Travel Time. Travel time will be paid at the operator's straight time rate of pay and will not be pyramided with any other time. On split runs, travel time will be paid each time an operator's starting location of a piece of a daily run assignment is different than the ending location of that piece of the daily run assignment. On straight runs, travel time will be paid to return the operator to the starting point of his/her run. Travel time will not be paid for any piece of a daily run assignment that begins and ends at the same location. Travel time will be paid to operators who begin their meal relief at one point and restart their work assignment at a different point. An operator who fails to complete a piece of a daily run assignment due to an unscheduled absence shall not be paid travel time for the unfinished portion of the daily run assignment. The amount of the travel time paid will be based on using scheduled bus or rail service to travel to or from the starting or ending points including the scheduled time between the end of the route and the first available bus or rail service. Travel time does not include commuting time, which is the time spent to and from the location where an employee is required to begin or end their work for the day. In addition, the walking time of seven (7) minutes will be paid when the Company requires the operator to walk between the New Bern Station and the South Tryon Facility as part of the travel time. The Company shall pay waiting time in compliance with the Fair Labor Standards Act.

The Company agrees to work to minimize, to the maximum extent possible, reliefs at distant locations.

The Company will modify operator paddles to show the minutes of travel time that will be paid. The minutes will be shown in the body of the paddle as the number of minutes to be paid as calculated in this Section.

Extra board operators will receive travel time based on what they actually work, not the travel time in an assigned run they receive. The travel time rules stated above will be applied using the report to work location as the start point for any travel time calculation.

Section D. Second Half Report. Split run operators starting the last part of their assignment may report to the Dispatcher by telephone rather than the garage no later than the assigned report time.

Section E. Bus Inspection Procedures. Operators shall be provided with clean, safe equipment, including tires, mechanical condition, heaters, working radios, etc. If during the Operator's inspection of the bus, prior to the start of his/her run, he/she finds that the maintenance employees have not properly serviced the bus, he/she shall report his/her findings to the Dispatcher in charge. If the Operator's complaint is justified, the maintenance department shall correct the defect or furnish the operator with another bus. If the Operator's complaint is not

justified, it shall be reported to the General Manager or his agent. It shall be the responsibility of the operator when bringing his/her bus to the garage to make sure that all doors and windows are closed, all electrical systems are off, and all defects reported to the maintenance department on the defect cards.

ARTICLE XI

Runs, Shake-Ups and Run Assignment

Section A. Run Definition. A straight run or assignment is one computed on a continuous time basis excluding meal relief time. It is agreed that straight-run assignments will be kept at a daily minimum, no less than one hundred fifty (150), and as many more straight runs as is possible to build without a penalty. It is agreed that the Company will make every effort to minimize the number of split runs on weekends. If service is reduced below the level operated on October 10, 2022, the daily minimum of straight run assignments will be reduced by the same percentage as the total service is reduced.

A split run is a run or assignment upon which time is computed on an intermittent basis and which contains a period of release from duty in excess of one (1) hour which is unpaid.

There will be vacation relief runs. Vacation relief run operators will work the extra board when not assigned to vacation relief work. All extra board provisions will apply to vacation relief operators assigned to the extra board.

An extra board slot is an assignment on the regular extra board that a regular operator can bid on and not be removed unless he/she is bumped, bids to another slot, or bids on a run as permitted under this Agreement.

Section B. Run Building and Development. All scheduled work, so far as possible without causing excessive penalty, will be built into regular run assignments. Full-time bid runs and regular run routes will be five (5) days with two (2) days off each week or four (4) days with three (3) days off each week. Extra board operators' regular assignments will be five (5) days with two (2) days off each week.

All straight, split, or other assigned runs of regular operators shall pay a minimum of eight (8) hours a day for five (5) day runs or ten (10) hours a day for four (4) day runs; the time allowed for check-in time and travel time as provided in Article X, is to be included for the purpose of computing said minimum.

Section C. Run Bidding Procedures. There shall be at least three (3) General Shake-ups per year with new Run Assignment taking effect on the first Monday in February, June, and October. All runs to be posted will be furnished to the Union at least fifteen (15) business days before the Shake-up begins. The Union and the Company will review the runs for errors. The Union must point out any errors to the Company no later than three (3) business days before the runs are posted. Any errors pointed out by the Union will be corrected before the runs are posted. The Company may conduct additional shake ups during the year if changes occur. Operators must be active and on a seniority roster to bid on a run in any Shake-up.

The Union will appoint two (2) Chairpersons for the South Tryon sign-up location and one (1) Union representative and alternate for the North Davidson location to assist in the conduct of the signups for the runs. The Company agrees to pay the Chairpersons involved for their assistance in conduct of the sign-ups.

Bidding shall be on the basis of seniority. Run bids shall be posted for seven (7) calendar days at each location and on the Company's website prior to the bidding process. Bidding will begin the first day following the seven (7) day posting period and will continue for a period not to exceed four (4) weeks. Operators will have a maximum of ten (10) minutes to select a run during bidding. The run posting will be updated at each location and on the website as soon as possible after the close of bidding each day. At the end of the bidding period all selections will be final. Any runs (regular, vacation relief, off-day relief) or extra board assignment not selected will remain open and available for bid by seniority.

Vacation selections in seniority order shall be held separately from the regular run pick and will begin the third week of November. At any run pick, vacation may be changed to any open vacation slot or converted to single vacation days. All vacation changes must be completed before normal run selection begins.

All holiday runs occurring during a shake-up will be posted with the shake-up. Operators will bid by seniority for all available holiday runs during the shake-up at a time that allows them to bid holiday runs once they know their days off. This bidding will be phased with the run shake-up so that holiday bidding starts at least one day after, at a time when it is certain that all operators will know their days off before they have to bid on a holiday run. Any operator may select as many holiday runs (including Extra Board) as he desires at the time of his bid. If required runs (including Extra Board) are not chosen once the last operator passes, operators will be assigned in reverse seniority order. Any holiday run (including Extra Board) that is bid or assigned through the backup process must respect contractual off-time minimums between workdays: nine (9) consecutive hours for Extra Board Operators and Eight (8) consecutive hours for Regular Operators. The reverse seniority backup will start with the lowest seniority operator being assigned to the latest run start time available that respects the off-time minimums.

The Company at its option may operate reduced service. Reduced service bidding will normally be bid in conjunction with holidays during the shake-up process. Should a reduced service day be announced outside the shake-up process, all runs will be posted on a date no less than fourteen (14) calendar days prior to the reduced service day involved. Bidding will begin immediately after posting. Any operator may select as many reduced service runs (including Extra Board) as he desires at the time of his bid. If required runs (including Extra Board) are not chosen once the last operator passes, operators will be assigned in reverse seniority order in the same manner as holidays. Any reduced service run (including Extra Board) that is bid or assigned through the backup process must respect contractual off-time minimums between workdays: nine (9) consecutive hours for Extra Board Operators and Eight (8) consecutive hours for Regular Operators. The reverse seniority backup will start with the lowest seniority operator being assigned to the latest run start time available that respects the off-time minimums. Part-time operators who were scheduled to work that day will pick any available part-time work by seniority. Operators that pass or are unable to pick work will not be guaranteed work for that day and not be entitled to any weekly guarantees. No operator shall lose holiday pay as a result of not being

scheduled to work on the reduced service day unless they failed to work after agreeing to do so or after they were scheduled.

The method and procedures for selecting runs may be changed by agreement between the parties hereto.

Section D. Open Runs Any run or runs that remain open after all operators have exercised their bid option shall be assigned to those operators who have passed for the Extra Board. These operators will be required to work one of these runs but shall be given the opportunity of picking a run by their seniority if a run becomes open or vacant.

Section E. Run Assignments. All new runs and permanent vacancies in regular run assignments will be promptly advertised by the Company by a written notice on the bulletin boards showing route sign-on and sign-off points and time paid. Bids will be accepted by the Company. Bidding will close at the end of the third day with award of the run occurring on the following Monday after notice by the Company in accordance with qualifications. If everything is equal, the vacancy will be awarded based on seniority.

The Union shall be granted the right of inspection of each list of runs and route guides prior to the posting thereof. It is agreed that said committee shall have the privilege of making constructive suggestions. The Company will provide operators with copies of paddles, route guides and other important information about new run assignments as determined by the Company at least seven (7) days prior to the beginning of the new run assignment unless the Company and Union mutually agree to a different schedule.

All new runs and permanent vacancies in regular run assignments and extra board slots occurring within thirty (30) calendar days of the effective date for a new run assignment will be worked off the extra board until the new run assignment takes effect.

The Company will place all runs up for bid in a roster for each Shake-Up. The Shake-Up will have all runs rostered into full-time and part-time weekly work assignments. All full-time operators will select work prior to any part-time operator during a Shake-Up.

Section F. Run Bumping. An employee deprived of his/her run through no fault of his/her own will be permitted to displace or "bump" an employee of junior seniority. Operators who return to work without a bid run will be placed and remain on the extra board until a run becomes open and an operator is awarded a run based on his/her seniority. As an alternative to being placed on the extra board, an operator may hold down an open run or a run that is open due to an anticipated absence of more than fourteen (14) calendar days. When an operator on leave returns to duty, the Hold-down Operator will return to the extra board based on the Hold-down Run's off time or select another open run to hold down. Operators holding down runs in this paragraph will not be required to make a second report. Award of runs bumped will be made on the Monday two weeks following the Friday at Noon submission deadline.

Operators cannot bid or bump other employees while on inactive status unless an exception applies. Operators who are unable to work as determined by a physician or not actively working

in their designated job classifications will be considered inactive. Operators awaiting the result of a drug test and/or a return for duty examination after being absent for more than thirty (30) days will remain inactive until they are authorized to return to work by the Company. There are no exceptions for run bumping, but an inactive operator will be permitted to bid during a shakeup if the employee is expected to return to work within fourteen (14) calendar days after bidding for a shake-up begins. If the operator does not return to active status and resume working within fourteen (14) calendar days after bidding for a shake-up begins, the run will become open, and the operator will lose all rights to the run for that shake-up.

Section G. Run Changes. In the event a run is changed as outlined below, the run shall be re-advertised for rebidding if the operator no longer wants the run. Any of the following shall constitute a change of schedules:

- a. When the total pay time of twenty (20) minutes or more including work time, meal relief, travel time, sign on and sign off time.
- b. When the commencing or ending time of any run varies twenty (20) minutes or more.
- c. When the day or days off of any run is changed.
- d. When the spread time of any run is affected to the extent of twenty (20) minutes or more.

If the changes to any particular run do not exceed the above thresholds, the run or runs may be changed by the Company at any time with no re-advertisement.

Section H. Operator Exchanging Runs. Employees holding regular runs may exchange regular runs for periods not to exceed seven (7) calendar days, subject to the approval of the Company and the Union Committee.

Section I. Meal Relief. On all full time runs consisting of six (6) hours and fifteen (15) minutes or more of continuous time, employees will be allowed at least thirty (30) uninterrupted minutes, but not more than one (1) uninterrupted hour for meal relief. On straight runs of twelve (12) platform hours or more employees will be allowed a second lunch period of at least thirty (30) uninterrupted minutes, but not more than one (1) uninterrupted hour. Meal relief time shall not be paid. On eight (8) hour runs, meal relief will normally occur between the second and sixth hour of service. On ten (10) hour runs, meal relief will normally occur between the fourth and eighth hour of service.

Meal reliefs may be scheduled during layovers provided there is an eating establishment in the vicinity of the layover. All meal reliefs will normally be scheduled at locations at which an operator can conveniently walk to an open eating establishment or take the relief at a Company facility.

Section J. Runaround Pay and Service Cancellation. When a regular operator is held from his/her run through the fault of the Company, he/she shall be paid for the hours of his/her regular run.

If service is canceled due to adverse weather conditions, meaning conditions beyond our control, and the regularly scheduled operators are not notified one (1) hour in advance of their show up time, and they do report for work, they will be paid not less than four (4) hours, or the actual time worked for the day of notice. If they have completed seven (7) hours of their run, they will be paid their full run.

Adverse conditions reductions in bus service. During adverse conditions as determined by the Company's General Manager or designee, the Company may assign all work based on the availability of regular and extra Operators. When this occurs, all regular and extra operators will report to their regular garage location at their normal scheduled time for the particular day of week. Each operator will be assigned to the extra board based on the operator's scheduled time to report to work. Regular operators who report to work by their regularly scheduled time and perform all assigned work will receive a minimum of their normal run assignment pay for that day but will be assigned to available work by the normal first in/first out extra board assignment process. All work performed on that day shall be paid at time and one half the operators' regular rate of pay.

If bus service is operating on an alternative reduced schedule due to inclement weather and/or emergency declaration, the Company is not liable for runaround pay if it follows the rules set out for alternative work schedule described in Article XI.

Section K. Extra Work There shall be a Monthly Availability List. Any employee who wishes to be eligible for extra work shall sign the List. If an employee fails to accept extra work two times during a month, the employee will be removed from the Monthly Availability List for thirty (30) calendar days.

The Company has sole discretion in determining the report times and work to be posted and/or removed from the list at any time. Operators who fail to report or complete their assigned work under this Section will receive half an attendance point unless the absence is deemed a non-chargeable absence. For the purposes of this Agreement, Open Runs are defined as and have the following associated guidelines:

1. Runs that do not have an "owner" for the day being posted;
2. Runs that are open due to an operator absence in excess of thirty (30) continuous calendar days;
3. Runs that are open due to retirement, leave of absence, voluntary resignation, or termination;
4. Runs that are open due to company-scheduled absences, for example training.

The process shall consist of:

1. The open runs list will be posted on bulletin boards and to the bid website.
2. The Availability List will be called in rotating seniority order.
3. Operators will be offered an Extra Board slot or an open run from the open runs list;
4. Once the Availability List is exhausted, any off-day Operator can accept work in the same manner as above;
5. Operators may only choose a run that respects contractual off-time minimums before and

after the off-day shift:

- a. Nine (9) consecutive hours for Extra Board Operators;
- b. Eight (8) consecutive hours for Regular Operators;
6. Operators selecting runs from the list will report at the location and times for the run and be paid same;
7. Operators selecting runs from the list will not be considered Extra Board Operators and may refuse additional report times;
8. Runs that are operated by Off-Day Operators will not be considered for first-in-first-out or otherwise create runaround.

Section L. Extra Board Operator. Extra Board procedures will be mutually agreed in writing between the Company and the Union. The procedures can only be changed if the written change is signed by the General Chairman of the Union and the Assistant General Manager for Bus Operations. The current Extra Board Procedures are included as an Appendix to this contract.

ARTICLE XII

Uniforms

Section A. Uniforms. Service uniforms must meet the requirements of the Company and employees will be required to report for duty in regulation uniform with necessary supplies and equipment, and to be clean and neat in appearance. The Company will contribute up to \$375 per employee per year during the term of this Agreement for the purchase of required uniforms for each operator. In February of 2023, the Company will provide a pro-rated uniform contribution payment to employees hired prior to July 1, 2022, of \$156.25 for the months of February through June of 2023. The Company will provide \$375 per employee per year in July of 2023 and July 2024.

Uniforms must be purchased from the dealer or dealers specified by the Company. The Company will use its best efforts in negotiating with firms to secure quality uniforms at the most reasonable prices. Each operator must wear his uniform in accordance with Company Policy. Polo shirts may be worn from April 1st to September 30th of each year. If the employee exceeds the per year limit, he/she will pay for the excess through a payroll deduction not to exceed a total deduction at any one time of one hundred dollars (\$100). The excess over the uniform allowance that an employee can owe shall be no more than three hundred dollars (\$300). It is agreed that the one-week deduction shall be a minimum of twenty-five dollars (\$25) unless otherwise agreed to between the employee and the Company.

The Company agrees to furnish each employee with two (2) Cool Cushions or 1 beaded cushion per year at no expense to the employee, provided the employees need two cushions per year. Old cushions must be turned in when new ones are issued, or a new one will be paid for by the Operator.

New Operators will be issued six (6) shirts, three (3) trousers, one (1) belt, one (1) cap, and one (1) coat as the initial issue of uniform items. Operators who leave the employ of the Company within twelve (12) months of their date of hire will have the cost of the initial uniform issue deducted from the employee's final paycheck on a pro-rata basis. Upon commencement of employment, employees shall be required to sign a wage assignment making them financially

responsible for work clothes items not returned to the Company.

For the uniform allowance due the July following the Operator's hire date, the Operator will receive a pro-rata share of the uniform allowance for that contract year. For the next July and each year thereafter, the Operator will receive the full uniform allowance. For employees hired after this Agreement becomes effective but prior to July 1, 2023, the employee will receive the appropriate pro-rata share of the February 2023 uniform contribution for any time worked after his or her first year of service but prior to the July 2023 uniform contribution payment.

Section B. Uniform Styles. The style or specifications of uniforms may be changed by mutual agreement of the Company and the Union Committee. In the event the style or specifications of uniforms are changed at any time, employees will be permitted to wear uniforms of prior style or specifications no more than one (1) year, and no mixing of uniforms is permitted. Patches must be replaced within six (6) months of the change. The Company will pay to have new patches sewn on.

Section C. Emblems and Insignia. Employees will be permitted to wear the Union emblem or insignia on their uniforms while on duty and in accordance with the Company uniform policy. Active-duty military members and veterans shall be permitted to wear military lapel pins. No emblems, trinkets, or insignia will be permitted unless they are in connection with the Union, the City, Company, Safety, or length of service with the Company.

Section D. Company Insignia. Employees will not be required to bear the expense of badges, service ornaments or other Company insignia, name plate, money changers, rule books, or other equipment required by the Company; except that any employee losing or failing to account for any part of his/her issued equipment paid for by the Company shall replace same at his/her own expense.

ARTICLE XIII

Holidays and Paid Personal Days

Section A. Holidays. The following days, or the days on which they are publicly observed are hereby recognized as contractual holidays:

New Year's Day, Martin Luther King's Birthday, Easter Sunday, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving Day, Christmas Day.

Employees who do not work on one of the above holidays shall be paid eight hours at their straight time rate of pay for each of these contractual holidays provided they have worked their full scheduled workday before the holiday, and their full scheduled workday after the holiday.

Employees who actually work on these above holidays, shall be paid at double time the employee's straight time rate of pay provided they have worked their full scheduled workday

before the holiday and their full scheduled workday after the holiday. An employee scheduled to work on the holiday and does not work his/her full schedule shall not receive holiday pay.

For any employee absent on account of a work-related injury (when weekly wage is being paid through the workers compensation third party administrator), the Company shall pay 2.67 hours of holiday pay in addition to the workers compensation payment.

Holiday pay shall not be counted as hours actually worked for the purposes of computing overtime.

Section B. Paid Personal Days. Employees employed on January 1 will be eligible for three (3) paid personal days on January 1st and one (1) paid personal day May 1st of each year. New employees starting after January 1st and before June 30th will receive two (2) paid personal days upon completion of his/her probationary period. Employees shall give the Company at least twenty-four (24) hours of notice they intend to use a paid personal day(s). Except in emergency situations, special events, and situations such as Panther shuttles, the following minimum number of drivers will be allowed to use any combined total of single vacation and/or personal days.

The Company will allow at least eighteen (18) operators off on any combination of paid personal and/or single vacation days on a normal weekday, ten (10) operators on Saturday and ten (10) operators on Sunday.

Additional days off will be approved if manpower permits. Any unused paid personal days will be paid during the last pay period in December, or they may be carried over to the following year. At no time may an operator have more than seven (7) accumulated paid personal days. Personal days shall not be counted as hours actually worked for the purposes of computing overtime.

Any employee electing not to work (and that has not been assigned to a position) on a reduced service day will be eligible to use a paid personal day or single vacation day. Employees leaving the Company for any reason other than retirement, lay off, or furlough will not be paid for any unused paid personal days.

ARTICLE XIV

Vacation

Section A. Vacations. Employees are eligible for vacation upon completion of twelve (12) months of continuous service and, thereafter, upon their anniversary date of employment to qualify for increased vacation period.

- Employees with one (1) full year of seniority shall receive one (1) week vacation.
- Employees with two (2) full years seniority through five (5) full years seniority shall receive two (2) weeks' vacation.

- Employees with six (6) full years seniority through eleven (11) full years seniority shall receive three (3) weeks' vacation.
- Employees with twelve (12) full years of seniority shall receive four (4) weeks' vacation.
- Employees with twenty (20) full years or more seniority shall receive five (5) weeks' vacation.

It is further agreed:

- Employees working 80% or more of his/her regular assignment during the year shall receive full vacation allowance.
- Employees working less than 80%, but 65% or more, shall receive 75% of vacation allowance.
- Employees working less than 65%, but 50% or more, shall receive 50% of vacation allowance.
- Employees working less than 50% of scheduled assignments will receive no vacation allowance.

Any paid day will count toward the allotment of days worked toward earned vacation. Paid days include, but are not limited to the following: workdays, sick days, jury duty, workers comp, modified duty, personal days, union business, and military leave.

The pay of extra operators will be computed on the basis of eight (8) hours per day at the prevailing straight time rate of pay to the employee. The pay of regular employees will be computed on the basis of the hours of the regular run of each such employee and at his/her prevailing straight time rate of pay. Except as noted below, vacation periods shall not be cumulative and shall be arranged by mutual agreement between the employee and the Company. Vacation pay shall not be counted as hours actually worked for the purposes of computing overtime.

The selection of vacation periods shall be governed by seniority. At the November vacation sign-up each year, operators with at least three (3) weeks of vacation may defer one (1) week or two (2) weeks per year as a credit toward retirement. These weeks shall not be taken but accumulated and paid out at 100% to the employee at the time of retirement.

Section B. Single Vacation Days. Drivers with two (2) or more weeks of earned, paid vacation may choose to take one (1) week of vacation in single day increments. Drivers with three (3) or more weeks of earned, paid vacation may choose to take two (2) weeks of vacation in single day increments. Drivers must choose this option before each vacation pick. After each vacation pick, the Company and the Union will mutually agree to a procedure by which single vacation days are taken. Except in emergency situations, special events, and situations such

as Panther shuttles, the following minimum number of drivers will be allowed to use any combined total of single vacation and/or personal days. On weekdays eighteen (18) Operators may choose to be off, on Saturdays ten (10) Operators, and on Sundays ten (10) Operators.

Section C. Payment at Separation. Employees separating from the Company for any reason shall receive all accrued but unpaid vacation pay at the time of separation.

ARTICLE XV

Sick Pay

Section A. Sick Pay. All regular full-time hourly rated employees who may be unable to perform their work on account of bona fide illness, substantiated by a licensed medical doctor's or licensed dentist's certificate as to dates treated, will be granted Sickness Allowance pay for the time they would have regularly worked beginning their FIRST FULL ASSIGNED DAY in accordance with the following Rules and Exceptions.

1. In case of injuries where the employee received benefits for lost time and settlement of claims against insurance companies, except the employee's own insurance policies, the amount of sick leave paid to the employee would be returned by the employee to his bank for Sick Pay Allowance, and such days as paid would be re-credited to his accumulation.
2. Sickness allowance will not be honored if an employee is injured in connection with work being done for remuneration while employed by another Corporation, Company, or business establishment, other than this Company.
 - a. Employees who have worked less than one (1) year will not be entitled to any Sickness Allowance privileges.
 - b. All employees who have been continuously in the service of the Company for one (1) full year shall be entitled to a Sickness Allowance of ten (10) eight (8) hour workdays and said sickness allowance shall thereafter accumulate at the rate of one (1) eight (8) hour workday for each additional month of continuous service up to a maximum of 160 eight (8) hour workdays.
 - c. If an employee is maxed out at 160 eight (8) hours days on December 31st, the employee may cash out up to twelve (12) eight (8) hours days at half his/her regular rate of pay, which will be paid in January. The employee must notify the Company, in writing, if the employee intends to cash out his/her sick days by December 15th.
 - d. Deductions will be made from the accumulated sickness allowance privilege of each employee for each day's sickness, but it will thereafter be allowed to re-accumulate at the rate of one (1) eight (8) hour day for each subsequent month of continuous service up to the maximum.

- e. For each sickness allowance period, the Company, as a condition of such allowance, will require employees to furnish a certificate from a licensed medical doctor or licensed dentist along with the written claim for sickness allowance if the sickness exceeds two full workdays.
- f. All claims for sickness allowance must be filed with the Administrative Department of the Company at its office in Charlotte, North Carolina, within thirty (30) days after the beginning of each sickness. No payment will be made by the Company until after it receives the required paperwork.
- g. Any employee found guilty of abusing the sickness allowance privileges herein provided for, shall be subject to discipline by the Company.
- h. The above provisions do not apply to temporary employees who may be hired from time to time.

Sick pay shall not be counted as hours actually worked for the purposes of computing overtime.

Section B. Payment at Retirement. Upon severing his employment at retirement from the Company, an employee may use his or her accumulated sick leave in one of two ways:

- 1. as a credit toward retirement benefits, or
- 2. receive payment for his sickness allowance balance for all accrued but unpaid days.

ARTICLE XVI

Funeral Leave

Section A. Bereavement Leave. In the event of the death of an employee's present spouse, child(ren), stepchild(ren), father, stepfather, mother, stepmother, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, stepbrother, stepsister, father-in-law, mother-in-law, grandparents, or grandchild(ren), the employee shall be granted, upon application thereof, necessary time to attend to funeral arrangements, up to a maximum of three calendar days and shall receive pay for all time lost within these limits. Pay for extra board operators is 8 hours per regularly scheduled workday.

Section B. Out of Town Funeral. The funeral leave can be extended beyond three (3) days to a maximum of six (6) days if the funeral is outside of a 100-mile radius of the city of Charlotte. Days in excess of three (3), shall not be paid by the Company, however, in extenuating circumstances, time in excess of six (6) days may be extended under the provisions of Article VII, Section B.

ARTICLE XVII

Court Appearances and Jury Duty

Section A. Court Appearance. Employees attending court, inquest, or other investigations under instructions of the Company will be paid for time lost and actual expenses incurred.

Section B. Jury Duty. Employees actually performing jury duty will be paid their regular rate for time lost from their regular work while so serving, less the compensation received by them for such jury duty; but the time spent in performing jury duty will not be taken into consideration in computing overtime.

ARTICLE XVIII

Medical, Hospital and Life Insurance

Section A. Health and Life Insurance. No employee, as a Condition of Employment, will be required to carry any Group Insurance Plan that may be in force or adopted. The employees' portion of the employee and dependent premium cost will be deducted from the employee's pay weekly. The Group Health Plan may offer two (2) or more options defined as a (Wellness) Low Plan and an optional, more expensive (Non-Wellness) or High Plan. Effective April 1, 2023, the employee's share of the cost for any coverage selected by the employee if multiple plans are offered will not exceed the contribution chart below unless the plan cost is increased by the provider at time of renewal. Basis for distribution of health and welfare cost is as follows:

Employee Weekly Contribution for PPO Plan (Wellness)

Employee	\$10.00
Employee + One	\$75.00
Family	\$175.00

Employee Contribution for HDHP/HSA

Employee	\$5.00
Employee + One	\$50.00
Family	\$150.00

Employee Contribution for PPO with Marathon Plan

Employee	\$10.00
Employee + One	\$75.00
Family	\$175.00

** To qualify the employee must complete a health assessment, agree to the recommended health improvement program, and maintain compliance with all its provisions.*

Employee Weekly Contribution for PPO Plan (Non-Wellness)

Employee	\$11.00
Employee + One	\$82.50
Family	\$192.50

Employee Contribution for HDHP/HSA

Employee	\$5.50
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Employee + One	\$55.00
Family	\$165.00

Employee Contribution for PPO with Marathon Plan

Employee	\$11.00
Employee + One	\$82.50
Family	\$192.50

The Company will pay the following monthly for Employee Life and Health Insurance:

Toward Employee Life Insurance (60% of costs up to)	\$6.75
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Toward Dependent Life Insurance (60% of costs up to)	\$1.61
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Term Life Insurance

Covered Employee	\$30,000
Covered Spouse	\$15,000
Covered Children	\$2,000

The health plans may be changed at the discretion of the Company. The Company however, will seek Union input prior to any change in plans with the goal of working to reduce costs for the Company and the employees while maintaining coverage.

Section B. Dental Insurance. The Company agrees to pay 100% of the cost of the employee's dental insurance coverage. The employee will be responsible for the cost of any dependent coverage.

Section C. Disability/Early Retirement Coverage. Employees 55 years of age with 10 years of service who take disability retirement or early retirement can continue under the Company's Group Health Insurance by paying the group rate (Company and Employee share) up to age 65. At age 65, they may convert their coverage to an individual policy.

Section D. Inactive Employees. While an employee is on Inactive Status, the Company will continue to pay its portion of his or her Health Insurance premiums for Employee and Dependent coverage for a period not to exceed seven (7) months, and the employee is responsible for paying his or her share for Employee and Dependent Insurance compliant with 29 C.F.R. § 825.212. This time period shall include the Company's duty to continue insurance benefits as required by FMLA.

ARTICLE XIX

Pension

Section A. Defined Benefit Plan. Pension plan to provide for benefits based on a mutually agreed multiplier of 3.2% within the structure of the pension plan in place February 1, 2006, of participant's compensation paid to him/her each calendar year. The Plan will offer a "Pop-Up" option. Employees may select a spousal death benefit option of 50% or 100%.

Employees shall contribute seven and thirty-five hundredths of a percent of their compensation to the plan. The cap in the Pension Plan shall be \$40,000. If the annual analysis of the Plan indicates that the cap can be increased without an increased contribution by the employee or the Company, the cap will be adjusted. The Normal retirement Age will be age Sixty-two (62) years. Employees with at least twenty-four (24) years of service may exercise an early retirement option at fifty-nine (59).

Section B. 457 Plan. The Company will continue the 457 Plan and the Company will agree to make payroll deductions. The Company will match fifty (50%) of the employee's contributions up to a maximum of four percent (4%) of the employee's annual gross income. The employee will become vested after five (5) years. Nothing in this proposal limits the rights of the employee as set forth in the plan. Investment options will not exceed fifteen (15). All investments will be self-directed.

Section C. Committees. The Union shall appoint one (1) member each to the Pension Benefit Review Committee, the Pension Investment Committee and the 457 Plan Committee. The Company shall provide all employees with information about the pension plan and the 457 plan.

ARTICLE XX

Other Benefits

Section A. Free Transportation. All contract employees on the Company Seniority Roster and all retired employees will be given free transportation on all regular scheduled runs operated by the Company. Passes for employees, retirees, employee's and retiree's spouse, and dependent children under twenty-six (26) years of age living at home will be issued, good for free transportation. Any misuse or loan of a pass will be cause for the Company to demand surrender of same. Employees discharged or resigning from the Company will be charged \$50 for each pass (employee or dependent) not returned to the Company and will have that amount deducted from their final paycheck. There will be a \$20 charge to replace lost passes of regular employees.

Section B. Assault and Robbery Life Insurance. The Company agrees to provide an Assault and Robbery Life Insurance policy for each employee covered by this Contract in the amount of one-hundred thousand dollars (\$100,000) at no cost to the employees to be payable to the designated beneficiary upon death of an employee when the death is caused during an assault and/or robbery against the employee while on duty, or death as a result of an injury or illness received during an assault and /or robbery against the employee while on duty.

ARTICLE XXI

Safety and Collisions Reports

Section A. Reports. All employees are required to turn in a fully completed collision / incident report following any collision or incident. One (1) hour at the regular hourly base rate will be paid for the proper preparation of vehicle collision report forms required by the Company. Thirty (30) minutes at the regular hourly base rate will be paid for the proper preparation of incident report

forms required by the Company. The completed report will be made at the completion of the employee's daily assignment, unless the employee is given permission by a supervisor to delay making the report. If the employee making out a collision or incident report is in pay status, no additional time will be paid for the preparation of the report.

At the same time employees complete a report, the employee may provide the Company additional information to aid the Company with its decision regarding preventability. This is the time for the employee and/or the Union to provide the Company any additional information it wants the Company to consider before a decision is made regarding a potential violation of any work rule, policy, procedure, and/or reasonable expectation. However, in the event additional information is requested by the Company regarding the collision / incident, employees are required to fully comply with the Company's request for additional information and may provide additional information the employee deems relevant and/or important with his/her response to the Company's request for additional information.

Section B. Operational and Safety Meetings. The Union and the Company agree that operational and safety training programs and meetings are mandatory sessions for all employees to attend. However, upon three (3) working days written notice prior to the training date of his/her absence to the dispatch office, any operator will be excused from a training session or meeting that is scheduled outside the normal span of his workday. The Company will give the employee three (3) working days' notice of the training date if the session is outside the normal span of his workday.

Members of the Union Local shall also participate in safety meetings when requested by the Company.

Members of the Local Union and employees shall receive their regular rate of pay for all time spent in the safety program or safety meetings, subject to the provisions of this Agreement with the understanding that they shall be paid no less than if they had worked their assignment on the day or days, they are participating in the safety program or safety meetings. Training sessions of eight (8) hours will be conducted within the participating employee's usual working hours to the extent possible.

Employees will be subject to discharge if they fail and/or refuse to attend the Company's training sessions.

Section C. Safety Committee. The Company and the Union agree to form a Safety Committee, made up of Union members and Management staff. The Committee shall meet at least monthly to discuss safety issues such as collisions, incidents, trends of same or performance of current safety prevention measures in place brought to its attention by operators and management. After discussion, the Committee will submit recommendations for dealing with issues to the General Manager for consideration. The Union will be responsible for compensating their Safety Committee members.

Section D. Safety Bonus. During the month of February each year, a \$125 Safety Bonus will be paid to each bus operator who achieves the CATS Safety Department specified safety goals for the previous six (6) month period of July through December. During the month of August each

year beginning August 2021, a \$125 Safety Bonus will be paid to each bus operator who achieves the CATS Safety Department specified safety goals for the previous six (6) month period of January through June.

Section E. On-Route Safety. The Company will continue to work with the Mecklenburg County Sheriff's Department and Charlotte Mecklenburg Police Department to identify off duty personnel to enhance on-route safety.

Section F. New Employee Orientation. The Union shall be afforded one (1) member, one (1) hour of unpaid time, during orientation to provide membership registration, contractual information, and discuss the Union. The Union representative(s) will not be paid by the Company to provide this information. The actual time and place for such orientation will be mutually agreed upon by the Company and the Union.

To avoid a claim of an unlawful captive audience meeting, the Union must inform employees they are not required to stay and listen to the Union, but they may do so on an unpaid, voluntary basis. It also is understood and agreed that this orientation is not intended as a platform to make derogatory or defaming comments about the Company or its policies.

Section G. Safety, Security, and Violence Prevention. The Company and the Union agree that the prevention of violence in the workplace and the safety of employees, the public, and management are of the utmost importance. The Company and the Union agree that any concerns regarding safety or security risks on Company vehicles or on Company premises should be immediately reported to management.

Section H. The Parties acknowledge safety is a top priority and safety is paramount to the Company's operation and success. The Company, the Union, and employees shall comply with all laws regarding the safety of its personnel, its property, and its equipment.

Section I. Operators have a duty to complete all pre and post trip information accurately and to make the Company aware of any safety deficiencies. If an Operator believes a piece of equipment or vehicle is unsafe, they must notify a supervisor and notate their safety concerns on their pre-trip and post-trip documentation.

ARTICLE XXII

Wages

Section A. Pay Period. Employees shall receive their payroll checks on a weekly basis. The payroll week will be Monday through Sunday with payday on Friday. Paychecks will be made available at 6:00 p.m. on Thursday and may be picked up by the operator any time thereafter.

Section B. Full Time Operator Hourly Rates.

Length of Service	Hourly Rates		
	7/1/2022	7/1/2023	7/1/2024
First twelve months of active employment	\$20.78	\$21.40	\$22.04
Second twelve months of active employment	\$22.17	\$22.84	\$23.52
Third twelve months of active employment	\$23.52	\$24.23	\$24.96
Fourth twelve months of active employment	\$24.90	\$25.64	\$26.41
Fifth twelve months of active employment	\$26.29	\$27.08	\$27.89
Sixth twelve months of active employment	\$27.66	\$28.49	\$29.35
Thereafter top operator rate	\$31.05	\$31.98	\$32.94

All base wage increases will be retroactive to July 4, 2022. All pay increases go into effect at the beginning of the first full pay week after the dates shown.

The Circulator Operator position will cease at the beginning of this Agreement; however, they will carry over their seniority, and they shall enter the pay scale at the bottom of their seniority class in order.

Section C. Part Time Operators. Part Time Operators shall be paid as follows:

Effective	Hourly Rates
DOS	\$19.95
7/1/2023	\$20.55
7/1/2024	\$21.16

Part-time operators will not be subject to progression pay increases. If a part-time operator is promoted to a full-time operator, he will carry over no seniority to the full-time seniority list.

Part-time operators will enter the full-time operator pay scale at the beginning step of that pay range upon promotion and progress through the scale based on their service as a full-time operator.

Part-time operators do not receive the fringe benefits granted full-time operators. They will have a separate seniority list from full-time operators.

Section D. The Company reserves the right to unilaterally increase wages during the term of the CBA and any extensions. Additionally, the Company may pay additional compensation. Such compensation may include, but is not limited to:

- Incentive/Bonus program for safety, attendance, etc.
- Incentive/Hiring bonus

Section E. Driver Instructors/Mentors. Driver instructors shall be selected by the Company and shall be paid an additional ninety cents (\$0.90) per hour, when instructing students or refresher

courses in re-training programs. Driver mentors will be paid an additional sixty cents (\$0.60) per hour, when assigned a mentee in revenue service.

Section F. PM Shift Differential Premium. When operators initial first report time and sign on time occurs at noon (12:00 p.m.) or later, operators will be paid a PM Premium Shift Differential of an additional two and a half percent (2.5%) to the operator's base rate of pay for all hours actually worked during the workday. Only hours actually worked will be paid the PM Shift Differential Premium. None of an operator's hours will be eligible for the PM Shift Differential Premium if their initial first report or sign on times occurs before noon. The PM Shift Differential Premium is based on initial first report time and sign on time, not start time, when operators are assigned runs, or when operators start driving.

Section G. Miscellaneous. In the event the Company intends to recommend to the City that a route be eliminated, and the Company believes that the City will accept that recommendation; the General Manager or designee will meet with the Union to inform them of the facts which lead the Company to its decision.

Any scheduled shuttle service to professional sports events in Charlotte will be operated by off-day full-time TMC drivers. Other special events such as pre-planned bus bridges may be operated by off-day full-time bus operators in seniority order with mutual agreement on rules of assignment between Company and Union.

Section H. Time Claims. If for any reason time claimed is not allowed by the Company, the employee will be furnished a full and complete explanation of the reasons for such disallowance within one (1) week. Any adjustment made under this provision will be made on the merits of the individual case. Any pay claim in excess of one (1) day's pay and not disputed by the Company will be paid to the employee within three (3) working days of the parties' agreement on the claim.

ARTICLE XXIII

Overtime

Section A. Regular Operators. Regular operators will be paid overtime on the following basis:

1. Regular Operators shall be paid time and one-half (1-1/2) for all hours worked in excess of eight (8) hours per day on five (5) day runs. Regular Operators shall be paid time and one-half (1-1/2) for all hours worked in excess of ten (10) hours per day on four (4) day runs.
2. Regular Operators working on their day or days off will be guaranteed four (4) hours work and shall be paid time and one-half (1-1/2) for all work performed, provided the operator has reported properly and completed all of his or her assigned work on his or her five (5) regularly scheduled workdays during that work week.
3. Regular Operators on split runs shall be paid time-and-one-half (1-1/2) after eleven and one-half (11-1/2) hours spread time from scheduled leaving time on first assignment in any one day. Overtime will not be paid twice for the same time.
4. Regular work runs may be split only once without payment of continuous time.

5. An operator who wishes to be off on one of his or her regular workdays may trade that day with another operator who normally has that day off so long as written notice is provided to the Company in advance. Once the trade has occurred, each operator will then have new day(s) off during the week of the trade. The operators shall be eligible for overtime if called in to work on their new day(s) off as described in Section A. 2. of this Article.
6. Time and one-half (1-1/2) shall be paid for all hours actually worked in excess of forty (40) within the workweek. No employee shall be paid daily and weekly overtime for the same hours worked, overtime and premium pay shall not be pyramided.

Section B. Extra Operators. Extra Operators will be paid overtime on the following basis:

1. During each General Shake-up and during Run Bid, Extra Operators shall be allowed to bid their choices of days off by seniority. The Company acknowledges the desirability of maximizing the number of consecutive days off insofar as consistent with efficient scheduling.
2. Extra Operators will be guaranteed eight (8) hours on their regular bid days, with two (2) scheduled bid off days, provided they are qualified, available, and accept all work offered. For each day during the week the Extra Operator does not report or does not complete his/her assigned work for the day, the employee will not be guaranteed eight (8) hours for that day and only paid for time actually worked.
3. Extra Operators working on their day or days off will be guaranteed four (4) hours work and shall be paid time and one-half (1-1/2) for all work performed, provided the operator has reported properly and completed all of his or her assigned work on his or her five (5) regularly scheduled workdays during that work week.
4. Extra Operators shall be paid overtime after eleven and one half (11 1/2) hours spread time from scheduled leaving time on the first assignment in any one day.
5. Extra Operators will be paid time and one-half (1-1/2) their regular rate of pay for all time worked in excess of eight (8) hours per day unless they are assigned a ten (10) hour regular run as described in Article XXIII, Section A above.
6. Extra Operators must provide themselves with a telephone at their place of residence or a cell phone.

ARTICLE XXIV

Absentee Policy

Section A. Policy. Employees who are excessively absent negatively impact the normal operation of the Company's business and create hardships for those employees who regularly and promptly report for work. Miss-outs and excessive absenteeism seriously affects the Company's costs, customer service efficiency and employee morale. In order to ensure good attendance and that a fair and equitable system is available to all employees, the following disciplinary process for

excessive absenteeism will be followed:

Only chargeable absences will be considered for disciplinary action. Absences are as follows:

Non- Chargeable Absences:

1. Jury Duty or court ordered summons
2. Vacations
3. Holidays
4. Bereavement Leave
5. Military Leave
6. Union Business as outlined in the Agreement
7. Workers Compensation as outlined by applicable State and Federal law
8. Personal Days not used to substitute for sick days
9. Approved Family and Medical Leave Act (FMLA) leave (Absences that could become FMLA leave will be considered pending for the statutory period the employee has to file the required forms with the Company. Once the forms are filed and a decision made, points will be assessed as appropriate.)
10. Pre-scheduled medical treatments - Doctor's appointments will be counted as absences unless the employee submits medical verification to his/her department that he/she is required to have medical appointments for a specified period of time for continuing pre-scheduled medical treatment. This verification must include the date of the appointment and how many are anticipated and must be at least forty-eight (48) hours before the appointment begins. This exception is designed for those employees who must undergo continuous prescheduled medical treatments prescribed by a licensed medical doctor for serious health conditions. It is not designed nor will be used to provide an exception for other doctor's appointments.

All other absences and miss-outs are chargeable.

Section B. Chargeable Absences. Chargeable absences will be counted as follows:

1. Employees will receive one (1) point for each chargeable absence, which will be counted daily unless otherwise noted. Absences will be tracked and acted on over a rolling twelve (12) month period.

2. One time each rolling six (6) months employees who mark off after completing their first piece of work on a split run will receive one half (1/2) point for marking off after completing their first piece of work. If the employee marks off a second piece of work any other time within the same rolling six (6) month period, all future occurrences shall be one (1) point. One time each rolling six (6) months, employees on straight runs or the extra board who mark off after completing at least one half of their scheduled assignment will receive one half (1/2) point. If the employee marks off any other time within the same rolling six (6) month period, all future occurrences shall be one (1) point.
3. An employee who fails to promptly present a physician's note covering his/her entire absence upon his/her return will receive an attendance point for each day missed. Consecutive absences of two (2) workdays or less will not require a physician's note.
4. An absence will be paid for their first day sick, but employees will also receive an attendance point for each first day absent. Consecutive absences covered by accrued sick leave will be paid. Employees will accrue another attendance point for every thirty (30) calendar days missed if an employee promptly presents a physicians note covering their return.
5. Any days where accrued sick leave is used will be considered a chargeable absence; however, employees requesting in writing to use accrued sick leave to cover an absence of 30 days or more accompanied by a doctor's note within seven (7) days of the first day out will accrue an attendance point and an additional point every 30 days with a two (2) point cap.
6. For employees with a continuous absence more than 30-days that qualifies for continuous FMLA will have the ability to expend all twelve weeks before points start to accumulate toward chargeable absences.
7. Employees who prove they made an effort to come to work when service is reduced due to adverse weather conditions will not receive a point for any work missed that day.
8. Any employee actually working who goes sixty (60) calendar days without a chargeable absence shall have the point that has been on his record the shortest in the preceding twelve (12) months erased from his record.
9. Falsification or alteration of a Doctor's note shall be considered grounds for immediate discharge without prior warning.

Section C. Discipline. Discipline for excessive absenteeism shall be as follows:

1 Point	No Action
2 Points	No Action
3 Points	Verbal Warning/Counseling
4 Points	Written Warning Letter
5 Points	Written Warning Letter
6 Points	Final Written Warning Letter and a Last Chance Agreement
7 Points	Discharge

If an employee fails and/or refuses to execute the Company's Last Chance Agreement, the employee will be discharged for cause.

Employees out more than seven (7) consecutive scheduled workdays will be subject to discharge unless they present a statement verifying an illness or injury prevented the employee from working. The statement must be from a health care provider and be provided to the Company within seven (7) working days after the origination of the absence. Health care provider is defined as licensed Doctor of Medicine or Osteopathy, Podiatrists, Dentists, Clinical Psychologists, Optometrists, Chiropractors (only when providing manual manipulation of the spine to treat certain demonstrated maladies), Nurse Midwives, Nurse Practitioners practicing within the scope authorized by the State, and registered Christian Science practitioners.

Additionally, the Company shall present opportunities for employees during the term of this Agreement to work off attendance points. No employee can go below zero points. Opportunities can arise during manpower shortages or events, which include, but are not limited to, special events and times when service levels dictate runs be filled. The Company has sole discretion when deciding to offer these opportunities for employees during the term of this Agreement to work off attendance points that shall include all days of the week. No operator will be terminated for points without being provided documentation of when points removal opportunities were presented to work off points and not taken advantage of by the operator.

Employees that point out due to illness will be permitted to reapply for employment if and when they are able to meet the hiring requirements. If an employee reapplies for employment within twenty-four (24) months of pointing out and is hired, they will retain their seniority as of the time they separated from the Company.

The Company will reduce all employees to zero (0) attendance points upon ratification; however, no employee can go below zero points.

Section D. Attendance Incentive. Any hourly employee who has completed the calendar three (3) month periods of: (1) January through March; (2) April through June; (3) July through September; or (4) October through December without a sick day, miss-out, Long Term Leave, Leave of absence, suspension, NP (non-paid) code, unexcused absence or workers comp day, will be paid two hundred fifty dollars (\$250) for each such completed period no later than the date of issuance of the paycheck containing the first full pay period in April, July, October, or January of each year,

as appropriate. Any employee who earns the incentive for four (4) periods in a fiscal year (July 1 – June 30) shall receive an additional five hundred (\$500) in the July paycheck.

ARTICLE XXV

Worker's Compensation

Section A. Worker's Compensation.

1. Any employee who is unable to work due to an injury/illness compensable under the State Workers Compensation Act will be paid according to the North Carolina Industrial Commission guidelines/rules.
2. Employee must report to the Company, orally and in writing, immediately when an injury occurs.
3. After Company approved medical treatment, the seven-day waiting period shall begin, even though this may or may not be a regularly scheduled workday.
4. The injured employee will be paid wages for the entire day on which the injury was reported.
5. All days, or part of days, when the injured employee is unable to earn a full day's wages or is not paid a full day's wages due to injury, shall be counted in computing the waiting period even though the days may not be consecutive.
6. If the employee disability period exceeds twenty-one (21) days, there is no waiting period, and the injured employee will be paid at the rate of two-thirds of the employee average gross pay for the first seven (7) days.

The rate of pay is two-thirds of the average weekly wage not to exceed the maximum weekly benefit.

In the case of a recurrence of the same illness or injury resulting in an additional absence no additional pay may be used.

1. Employees may be assigned to a light duty program during his or her injury and upon filing a reoccurrence claim of his or her injury. Light duty employees will be assigned to any non-bargaining unit work at the discretion of the Company. Employees would also be eligible for limited duty (less than 8 hours) during their injury and may be assigned work other than their current run.
2. For vacation periods occurring while an employee is out on worker compensation, the Company will pay the employee his normal weekly run pay in lieu of the workers compensation benefit weekly payment. If the full-time employee does not have a run, he will be paid forty (40)

hours per vacation week. No employee will receive vacation and workers' compensation during the same time period.

Employees missing work due to an on-the-job injury or illness must file for Worker's Compensation benefits for lost time and medical compensation benefits. Employees may not use accumulated sick days or Company sponsored health insurance benefits unless the illness/injury is certified as non-compensable under the Worker's Compensation Act. On-the-job injuries, if known, must be reported to the Company by the end of the employee's workday. The pay of extra operators shall be computed on the basis of eight (8) hours per day.

Employees out with workers compensation injuries for a continuous period, shall maintain employment and seniority for twenty-four (24) months. While an employee is on workers compensation, the Company will continue to pay its portion of his or her Health Insurance premiums for Employee and Dependent coverage for a period not to exceed seven (7) months, and the employee is responsible for paying his or her share for Employee and Dependent Insurance.

Section B. Physicians and Facilities. The Company will meet with the Union to get the Union's input on the medical facilities and physicians that will be used to provide medical care for employee injuries on the job. The Company will make the selection of the facilities and physicians.

ARTICLE XXVI

Discharge and Discipline

Section A. Records. The Company will maintain a separate personnel record for each and every employee. The Union agrees to do all in its power to assist the Company in requiring employees to give the Company an honest day's work and abide by the rules and regulations of the Company, which are not in conflict with this Agreement.

Section B. Disciplinary Action. The Company shall not discharge or take other disciplinary action against an employee without just cause. Any discipline issued to an employee shall be issued within fourteen (14) calendar days following the date of the infraction or the Company's knowledge of the infraction.

The Company will not suspend employees for disciplinary reasons for more than three (3) workdays, but the Company can suspend employees pending the outcome of an investigation until a decision has been made regarding discipline. Before discharge for an accumulation of minor infractions, the employee shall receive at least:

- A first written warning (with a copy to the Union),
- A second written warning (with a copy to the Union), and
- A Final written warning with a Last Chance Agreement.

If an employee fails and/or refuses to execute the Company's Last Chance Agreement, the employee will be discharged for cause.

Provided, however, that the Standards of Excellence examples and the following shall be cause for immediate dismissal without prior warnings:

1. Dishonesty and/or knowingly making any false statement or falsifying of any documents including, but not limited to, employment applications, time records, or any other document;
2. Collision while on duty caused by the employee's failure to proceed with due regard for safety;
3. Illegal crossing of active railroad tracks, failure to properly secure a vehicle;
4. Carrying of unauthorized, unpaid passengers;
5. Handling passenger fares without Company authorization;
6. Being absent without notifying the Company for a period of three (3) workdays without a reasonable excuse;
7. Sleeping while on duty;
8. Use of abusive, harassing, intimidating, coercing, or threatening behavior toward a passenger, any member of the public, fellow employees, supervisors, or other Company officials;
9. Theft or deliberate destruction, defacing or damaging of Company or client property or property of another employee or passenger;
10. Acts or threats of workplace violence, physical violence, or fighting;
11. Possession of firearms, weapons or explosives and similar devices on Company premises of vehicles or any time while on duty;
12. Violation of a felony law or a misdemeanor while on duty;
13. Use of language or any other activity intended to create a hostile environment or to offend or harass another based on that individual's race, color, religion, creed, sex, sexual orientation, age, marital status, disability, handicap, perceived disability, citizenship, national origin, union membership, or any other prohibited basis;
14. Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State, or local law or regulation to operate the Company's vehicles;

15. Inappropriate touching or physical contact not incidental to one's job duties or indecent exposure to another;
16. Reporting or being at work under the influence of intoxicating drugs or alcohol or violating the Company's Drug and Alcohol Policy;
17. A serious traffic violation, including vehicular manslaughter, reckless or negligent driving, injuries or property damage estimated to exceed \$2,500, or a driving offense involving alcohol or drugs;
18. Failure to properly secure any passenger in a wheelchair or other mobility assistance device;
19. The pickup or drop off of any passenger other than at an authorized fixed route stop except when authorized by management;
20. Failure to report a hazardous situation, collision, incident, or injury immediately;
21. Failure to report a known collision or injury to the Company immediately or as soon as possible to the dispatcher or supervisor, and failure to report an arrest within forty-eight (48) hours of arrest;
22. Removal of Company property or property of another employee without authorization, or falsification of records for the employee or a fellow employee;
23. The use, possession, sale or purchase of personal weapons, including firearms, by any employee at any time on Company premises, by any employee during work hours, or by any employee on Company business anywhere;
24. Selling any product or propositioning a sale of any product or service to a passenger, with the exception of the transportation services the employee has been hired for, such as bus passes, etc.
25. Insubordination or refusal to perform assigned work or failure to carry out a reasonable and lawful order;
26. Recklessness while on duty while not operating a vehicle, which includes horseplay;
27. The use of an electronic device or other similar device while sitting behind the wheel of a bus or operating equipment. Operators may not use "hands free" accessories such as headsets, earpieces, or microphones, including any type of wireless device when sitting behind the wheel of a vehicle or operating equipment for the Company;
28. Violation of applicable safety rules and/or the Company's Rules of Conduct; and/or
29. A major preventable collision with the presence of extensive property damage,

extensive physical injury, and/or fatalities.

Discharge must be by written notice to the employee and the Union. Warning notices, except those regarding vehicle related collisions or vehicle related safety violations, shall have no force or effect after twelve (12) months from the date of issue; however, they may be used to show employees' knowledge and awareness of the Company's rules, policies, procedures, and reasonable expectations. Warning notices regarding safety violations shall have no force or effect after thirty-six (36) months from the date of issue. Preventable collisions shall have no force or effect after twenty-four (24) months from the date of issue.

Appeal of discipline or discharge must be taken within ten (10) workdays as provided for in the Grievance section of this Agreement.

The Company agrees that no probationary period as part of a "last chance agreement" or "return to work agreement" will exceed twelve (12) months. The Union agrees that once it signs one of these agreements any pending grievances on the matter will be considered settled and they will not file a new grievance on the same matter.

Video and audio information shall not be randomly or routinely reviewed for purposes of discipline. However, if in the course of reviewing the video or audio for a specific reason, a rule infraction or safety violation is observed it may be the subject of discipline.

Section C. Termination Letter. At the request of the employee, upon termination he/she will be given a letter showing his/her terms of service and capacity in which employed.

ARTICLE XXVII

Grievance and Arbitration Procedures

Section A. Definition. A grievance is defined as any dispute between the Company and the Union, or between the Company and a bargaining unit employee concerning the interpretation or application of the terms of this Agreement. When a grievance arises, the Union, or the aggrieved employee shall seek to settle the dispute following the process outlined below. All grievances will be submitted utilizing a written standard format that identifies the disputed section of the contract, dates, times, personnel, witnesses, relief sought, and all other pertinent information relating to the dispute.

Section B. Rules. The rules governing grievances are as follows:

1. All days in the grievance procedure shall be working days excluding Saturdays and Sundays and days that the administrative offices are closed for designated administrative holidays.
2. Any grievance not processed, by the Union or the aggrieved employee, within the time limits set forth in this Section, shall be forfeited.
3. Any grievance not processed by the Company within the time limits set forth in this Article

shall result in the grievant's reasonable remedy being won on a non-precedent setting basis.

4. The time limits for submitting or responding to a grievance may be extended by written agreement of the representatives involved.
5. Grievances, which affect a number of employees and involve a question that is common to all, may be submitted at Step II or Step III.
6. If the grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Company's answer, but such settlement shall not constitute a precedent in any other case.
7. In the event the action grieved by the employee was taken by the Company's representative designated in Steps I and II, the grievance shall proceed to the next succeeding Step.
8. All employees who file grievances under this Agreement are entitled to have their cases decided fairly and promptly.
9. All monetary grievances that have been resolved either by decision or through settlement shall be paid within twenty-one (21) calendar days of formal notification of the decision or date of settlement.

Section C. Grievance Process. Grievances will be processed as follows:

- Step I The concerned employee or the Union shall submit a written grievance to the Superintendent or his/her designee. The grievance must be submitted in writing within ten (10) working days of the alleged grievance. The grievance shall be discussed by the Superintendent or his/her designee, the aggrieved employee, and the aggrieved employee's union representative who shall represent the employee, if the employee so desires, in an earnest attempt to settle the matter. The employee or the Union shall initiate scheduling of this meeting which shall be held within five (5) working days of the Company's receipt of the grievance at this step. The Superintendent or his/her designee shall have five (5) working days from the grievance meeting to render a written decision. If the grievance is not resolved to the satisfaction of the Union or the aggrieved employee, it may be submitted to Step II.
- Step II Within ten (10) working days after receipt of the written decision from Step I, the grievance must be submitted in writing to the Assistant General Manager for Bus Operations or his/her designee. A meeting between the Assistant General Manager or his/her designee, the aggrieved employee, and the aggrieved employee's union representative who shall represent the employee if the employee so desires. The employee or Union shall initiate scheduling of this meeting which shall be held within five (5) working days following the Company's receipt of the written grievance in Step II. The Assistant General Manager for Bus Operations or his/her designee shall have five (5) working days from the grievance meeting to render a

written decision. If the grievance is not resolved to the satisfaction of the Union or the aggrieved employee, it may be submitted to Step III.

Step III Within ten (10) working days after receipt of the written decision in Step II, the grievance must be submitted in writing to the General Manager or his/her designee. A meeting will be held between the General Manager or his/her designee, the aggrieved employee, and the aggrieved employee's union representative who shall represent the employee if the employee so desires. The employee or the Union shall initiate scheduling of this meeting which shall be held within five (5) working days following the Company's receipt of the written grievance in Step III. The General Manager or his/her designee shall have five (5) working days from the grievance meeting to render a written decision. The Step III grievance must be submitted in writing to the General Manager or his/her designee by e-mail or hand delivery. If the grievance is not resolved to the satisfaction of the Union or the aggrieved employee, it may be submitted to Arbitration.

Step IV If the grievance is not settled in the above process, the parties may mutually agree to non-binding mediation. Mediation must be agreed to no later than ten (10) working days after the Step III decision has been rendered. The Company and the Union may mutually select a mediator from the Federal Mediation and Conciliation services (FMCS) or any other recognized mediation organization.

Step V If the grievance is not settled in the above process, the grieving party may submit the grievance in writing to Arbitration for a final and binding determination. The request for Arbitration must be made to the other party within ten (10) working days of the conclusion of the mediation Step IV if the parties mutually agreed to participate in non-binding mediation. If the parties did not mutually agree to participate in non-binding mediation, the Union or the aggrieved employee must provide written notice of its intent to arbitrate the dispute within twelve (12) working days of the Company's Step III decision. The request must be sent by certified mail, and the date of the postmark shall be used for the purpose of determining time limits.

Step VI If Arbitration is requested in Step V; the issue must be submitted, in writing, for final determination to an Arbitrator. The Company and the Union shall choose the Arbitrator within five (5) working days of receiving a list of Arbitrators from FMCS. The Arbitrator shall be chosen from a list, of not less than five (5) names submitted by the FMCS, by alternating striking names until one remains, and the selected arbitrator shall be immediately notified by the Union.

In making such submission, the issue to be arbitrated shall be clearly set forth in writing, which must include any arbitrability issues raised by the Company. Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of the Agreement. The arbitrator shall have no power to add to, or subtract from, or modify any of the

terms of this Agreement, nor shall it substitute its discretion for that of the Company or the Union where such discretion has been retained by the Company, nor shall it exercise any responsibility or function of the Company. No question affecting the wage structure of the Company shall be considered arbitrable.

Past practice and the "common law of the plant" may not be used in interpreting this Agreement or considered part of this Agreement. Only a single grievance may be heard by the arbitrator at one time. Any issue left unsettled by the Company and the Union when this Agreement is signed must be settled by them, and not by an arbitrator.

The arbitration procedures of this clause shall not be applicable to grievances arising in the period between the termination of this Agreement and the effective date of its successor.

The parties shall jointly share the costs of the mediation program or Arbitration and the cost of the transcript, should either party desire one. The parties, however, are solely responsible for the cost of its representatives and witnesses.

Section D. Employees and the Union are prohibited from expanding a grievance once it has been filed with the Company. Employees or the Union, however, may file another grievance but it will be subject to all of the terms and conditions of this Article, including time limitations. In addition, grievances will not be consolidated or presented to a single arbitrator unless the parties mutually express their agreement, in writing, to create an exception to this term.

ARTICLE XXVIII

Part Time Employees

Section A. Part Time Employees. The Company may hire Part-time bus operators in accordance with the provisions set forth below:

1. Employees in the first one hundred twenty (120) calendar days of employment after the completion of training will be considered on probation. Part-time bus operators shall be covered under the sections dealing with probationary period, Union Dues Deduction, Union Representation, Filing of Claims and Grievance Procedures.
2. The maximum number of part time operators shall not exceed 12% of the Full-time bus operators.
3. Part-time bus operators will not work more than twenty-eight (28) hours per week.
4. Full time operators at retirement will be given first consideration for part time positions.
5. Part-time bus operators will be paid at the hourly wage rates listed in Article XXII.
6. Part-time bus operators shall be paid for all the time during which they are required to perform any duties. Part-time bus operators will not be eligible for time or pay guarantees

or for penalty pay provisions, except they will be guaranteed the minimum assignment (1 hour) if they are called to work and do not work.

7. Part-time Operators will receive the initial uniform issue as provided to all new hires in Article XII and will receive one-half of the pro-rata uniform allowance in February following the Operator's hire date. February of the following year and each year thereafter, part-time Operators will receive one-half of the uniform allowance levels as provided for full time operators.
8. Part-time bus operators shall not be eligible for paid leave or other fringe benefits applicable to Full-time operators, except as specifically provided in this Article.
 - a. When a full-service schedule is not operated on holidays which fall on a weekday, part-time operators will be paid three hours holiday pay provided they have worked their full scheduled workday before the holiday and their full scheduled work day after the holiday. Part-time operators will select holiday work by seniority and any part-time runs not filled will be assigned in reverse seniority order. An employee scheduled to work on the holiday and not working, shall not receive any holiday pay.
9. Part time operators may elect to participate in the company 457 plan at the same level as provided for new hires (effective July 1, 2011).
10. Part-time bus operators will accrue seniority on the part time roster while so employed. Part-time operators who apply for full-time bus operator openings will be evaluated for full-time employment and, if accepted as full-time operators, will accrue seniority as full time operators from their full-time start date.
11. Former full-time bus operators selected for part-time operator will come in to part-time operator status at their current seniority date and rate of pay. They will not advance in pay progression from that point forward. All other full-time benefits will be forfeited.
12. No Full-time operators shall be laid off while Part-time bus operators are employed, except where it is demonstrated that the layoff would have occurred in the absence of part time bus operators. The number of runs below 134 will not be reduced to create trippers for part-time bus operators.
13. All straight, split, or other assigned runs of part-time bus operators shall pay a minimum of three (3) hours per day. Part-time bus operators shall not be permitted to work more than two (2) assignments per day. Part-time operators selected for promotion to full time may receive additional training at their current rate of pay. The restrictions on Part-time driver's hours and days of work may be waived by mutual agreement between the Company and Union.
14. No full-time Company employee may work as a part-time bus operator.

15. A four-hour runaround pay allowance, at the applicable operator's rate of pay, will be paid to the affected full-time operators, if a part-time bus operator is assigned to a piece of work which is not permitted to be worked by part-time bus operators.
16. Rosters containing the name and seniority dates of part-time bus operators will be posted on the bulletin board. Upon request a copy of the daily assignment sheets for part-time bus operators will be provided to the Union.

ARTICLE XXIX

Collisions

Section A. The Company will communicate whether a collision is deemed preventable. A preventable collision is as "a collision which occurs because the employee fails to do everything, he/she should do to reasonably avoid or prevent involvement in the collision." A non-preventable collision is "a collision which occurs despite the employee having done everything reasonably possible to prevent it."

A driver may then choose to appeal the determination that a collision was preventable to the Collision Review Committee. The appeal must be filed no later than seven (7) calendar days after the determination of the Collision Review Committee. If an employee elects not to appeal the determination of preventability to arbitration, preventability cannot be challenged at arbitration.

Section B. Discipline for Preventable Collisions:

The minimum disciplinary standards for preventable collisions and incidents are as follows:

- 1st preventable collision: Written Warning
- 2nd preventable collision: Three (3) Employee Workday Suspension and Last Chance Agreement
- 3rd preventable collision: Termination

If an employee fails to execute the Company's Last Chance Agreement, the employee will be discharged for cause.

The Company may skip any of the minimum disciplinary standards for a preventable collision. The presence or reasonable anticipation of extensive property damage, physical injur(ies), or fatalit(ies) will weigh heavily in making this a dischargeable offense at any step of the process.

Section C. Collision Review Board. An employee or Union representative may appeal the collision classification within seven (7) calendar days of the collision classification of preventable. Such request must be made in writing to the Company's Assistant General Manager or designee who will schedule a Collision Review Board Meeting. The Union will be responsible for notifying the employee that he/she may appear before the Collision Review Board and discuss the collision. After the meeting, the Company representative appointed by the Company, the Union representative appointed by the Union, and a transit police officer or acceptable designee will vote by a secret ballot to either uphold or reverse whether the collision is preventable.

The Collision Review Board will not decide whether a preventable collision is a major preventable collision, which will be decided by the Company. The Collision Review Board's decision whether a collision is preventable will be final and binding, including on an arbitrator if the Union grieves the severity of the discipline.

ARTICLE XXX
Entire Agreement

This Agreement constitutes the entire agreement between the Company and the Union and supersedes and replaces any and all agreements, whether written or oral, or expressed or implied between or concerning the employees and the Company.

The parties intend to adhere to applicable state, federal and local laws as applicable. Where this Agreement is inconsistent with applicable law those laws shall take precedence.

ARTICLE XXXI
Term of Contract

This Agreement shall be effective as of July 1, 2022, and shall remain in effect through 12:00 o'clock midnight, June 30, 2025, and shall continue in effect until either party gives the other not less than sixty (60) days' notice in writing of a desired change.

Agreed to this 13th day of February 2023.

ACCEPTED
SMART Local # 1715

ACCEPTED
Transit Management of Charlotte, Inc.

Joseph Paglia
General Chairman

Steven J. Hamelin
General Manager

APPENDIX A

TMOOC Extra Board Operator Rules

Extra work will be performed by Extra Operators. When Extra Operators are not available Regular Operators may be used.

Extra Board Guarantee

Extra Operators will be guaranteed eight (8) hours on their regular bid days exclusive of work performed on off days, with two (2) scheduled bid off days, provided they are qualified, available, and accept all work offered.

For each day during the week the Extra Operator does not report or does not complete his/her assigned work for the day, the employee will not be guaranteed eight (8) hours for that day and only paid for time actually worked.

Report and Standby

While on report or standby time the Operator will be compensated and available for work until released by the dispatcher.

Report is defined as: Up to the first two (2) hours after an operator's scheduled report time. If the Extra Operator is not assigned work after completion of two (2) hours of report, the Extra Operator will be assigned a work status, given a second report, given a meal break not to exceed one (1) hour or cut and sent home for the day.

Standby is defined as: Time beyond the first two (2) hours of report that an operator is available until released by the dispatcher.

Extra Operators will be guaranteed a minimum of two (2) hours if assigned a second report and available to work at least the two (2) hour guarantee time period.

Additional Work

Unless an Extra Board Operator has been excused by the dispatcher prior to receiving the first assignment, he/she will be considered available for additional work at the completion of the first assignment. It is the Operator's responsibility to check with the dispatcher by telephone, bus radio, or in person, for additional assignments prior to being released from duty.

Extra Operators will not be required to make more than two (2) reports in any one day. Signing on the 2nd half of a split run does not constitute a second report.

Daily Assignments

The Extra Board will operate on a first-in, first-out basis. In assigning second reports, work will be assigned on a first-in, first-out basis. An extra operator who has completed a full-time regular run can request to be passed over for a second report. The dispatcher will accommodate this request if possible.

Any operator assigned to the extra board (i.e. vacation relief, miss-out, etc.) will be assigned and paid according to the extra board rules.

The Operator who is scheduled first out each morning will be assigned a report time that is five (5) minutes before the first scheduled sign on.

Exceptions will be made for emergencies or inclement weather. Claims for run-around penalty will not be applicable during emergencies, inclement weather or major service disruptions.

The Company will make special arrangements for extra board operators to have an unpaid meal break when they have been continuously at work for more than six (6) hours.

Extra Board Position

The position of any Operator assigned to the Extra Board will be determined using the off time of the last scheduled work assignment on the operator's last regularly scheduled workday. Whenever a miss-out occurs at the first scheduled report time, operators will be assigned to the Extra Board using the off time of the previous scheduled regular workday. If an Extra Operator goes in the sick book or misses out after being assigned work, they will be assigned a position based on the scheduled off time of that day's assigned work.

Operators Returning to the Board from Time Off

Operators returning to the Board from off day, granted time off, vacation, and/or sick leave, or any other leave, will be positioned based on their last scheduled off time. All known work will be assigned in its report time order.

Two or more operators returning to the board with the same off time will be placed in accordance with their position the day before. Extra operators on inactive status or out of work for a period in excess of thirty (30) calendar days will be placed at the top of the board upon return to work.

Computing Overtime

An extra operator working a regular run shall be paid for the daily overtime that is scheduled for that run.

All work time including report time is included in computing overtime. Extra Operators working on their day or days off will be guaranteed four (4) hours work and shall be paid time and one-half (1- ½) for all work performed, provided they have reported properly and completed all of their assigned work on each of their five (5) regularly scheduled workdays during that work week.

Extra Operators shall be paid overtime after an eleven and one-half (11 ½) spread from scheduled leaving time on the first assignment in any one day.

Extra Operators will be paid time and one-half (1-½) their regular rate of pay for all time worked in excess of eight (8) hours per day unless they are assigned a ten (10) hour regular run as described in Article XXIII, Section A.

Board Posting

Report times for the next day are referred to as "The Board". When the board is posted, it will stand as is unless the board was posted incorrectly. The Board will be posted daily at 5:00 pm and 9:00 pm for an AM and PM Board.

Dual Board

Shake-up and Run Bids

Operators will bid on Extra Board positions by seniority order for each garage location during each General Shake-up and Run Bid. Extra Operators will bid on either AM or PM Board during each General.

Shake-up and Run Bid. Report Times for the AM Extra Board will be between 4:00 a.m. and 11:59 a.m. The Report Times for the PM Extra Board will be between 12:00 pm and 6:00 pm.

The Company may operate a Single Board provided the SMART General Chairman and TMC AGM agree.

10-hour and 13-hour Work Rule

No operator will be allowed to drive (platform time) more than ten (10) hours following eight (8) consecutive hours off. When an Extra Board Operator reaches thirteen (13) hours of work (driving, report, or standby), he or she will be relieved at the next relief point after the 13th hour unless an Extra Board Operator chooses to work, not to exceed fifteen (15) hours. If no relief Operator is available at the thirteenth (13th) hour, the Extra Board Operator will be required to make one additional trip. Extra Board Operators will be given nine (9) consecutive hours off between workdays starting from the off time of the previous day's work assignment.

Passing Extra Work

Extra Operators can pass extra work if there is sufficient manpower. When Extra Operators sign on for the day, they will initial the sign on sheet beside their off time to pass work provided there is sufficient manpower for that day.

AM Extra Board Operator Request Off

When an AM Extra Board Operator is assigned a run that concludes after 9:00 PM the Operator may request to be relieved if a PM Extra Board Operator is available. The dispatcher will make every effort to accommodate the operator's request, understanding that it may not be possible to fulfill the request and the operator will have to complete the assigned work.

Bottom of the Board

Twice per month, an extra operator can request a specific time off during an assignment or to go to the bottom of the board and complete work assignments as given. Changes to that request must be finalized by 5:00 pm the day before. Only four (4) operators will be allowed these requests each day: two (2) on the AM Board and two (2) on the PM Board. For those AM Board operator requests that cannot be accommodated by going to the bottom of the Board, the Company will allow the operator to be off duty for the requested time not to exceed three (3) hours. The requested time

must start between 9:00 am and 11:59 am. The operator may be assigned work after the requested time off. The Company shall fill the work at its discretion and no runaround claims will be allowed.

If the Company makes additional requests for operators to be placed at the bottom of the board, the operator has the option to accept or decline the Company's request. If the operator accepts the Company's request to go to the bottom of the board, that request will not count against the allowances cited in this paragraph.

Change in Report Time

An Extra Board Operator, having a set show-up time and needed before that time, will be contacted personally or by phone to report earlier than the original show up time. If the first call results in a busy signal or no answer, a second phone call is required to verify the phone number being used was dialed correctly. Operators will have the option of declining work and staying with their original show up time. If they are not available or decline, they will not be eligible for run around. If the operator agrees to come in early, he or she must report within ninety (90) minutes after being contacted.

Extra board Operators must have either a telephone at their place of residence or a working cell phone.

Assignment Errors

If an Extra Operator is wrongfully placed on a run, the Dispatcher will have 15 minutes from the sign on of the run to place the correct Operator on the run after which time the assignment will stand. If the Operator is bypassed, he or she will be paid runaround pay.

Failure to sign on second half

If an Extra Operator is assigned a run and the regular operator is found to be on the bus driving (as described in ARTICLE IX, Section B. of the Operations Agreement), the regular operator will be allowed to continue the run and the Extra Operator will be assigned tripper status. The reassignment to tripper status will not be eligible for runaround pay.

Runaround Pay

Extra Operators who through the fault of the company are runaround by other Extra Operators at regular reporting times are compensated the pay difference between the run they received versus the run they would have received or an additional four (4) hour of pay time, whichever is greater.

General Shake-up

During each General Shake-up Extra Operator positions shall be posted with the regular run assignment and will be bid in seniority order.

Hold-Down Run Procedures

Extra Board Operators may hold-down regular runs when an absence of more than fourteen (14) calendar days is anticipated. To qualify for a Hold-down Run, the Extra Board Operator must currently have the same off days as that of the run they wish to hold-down. The selection of Hold-

down Runs shall be voluntary, by seniority, and take effect on Monday. Hold-down Operators will not be expected to make a second report of more than four (4) hours after the Hold-down Run off time. When the Operator on leave returns to duty, the Hold-down Operator will return to the Board based on the Hold-down Run's off time.

When possible, Extra Operator Holiday positions and Reduced Service Day positions will be posted two weeks prior to the Holiday or Reduced Service Day. Holiday and reduced service picks will follow seniority guidelines for picking and forced assignments if necessary (per ARTICLE XI of the CBA).

The Company acknowledges the desirability of maximizing the number of consecutive days off insofar as consistent with efficient scheduling.

Vacation Relief

Vacation relief operators assigned to the Extra Board will be assigned work and paid as regular extra board operators with days off assigned as their seniority affords them.

Vacation Relief Operators with open weeks will be able to choose their AM and PM Extra Board assignments in the following manner:

1. On the Monday prior to a week with open assignments to the Extra Board, the Company will post the openings for bidding by 12:00 Noon.
 - a. For a week with one (1) opening, the Vacation Relief Operator will have the option to choose either Board.
 - b. For a week with two (2) openings, the Company will allot one of each Board.
 - c. For a week with three (3) or more openings, the Company will make sure no one Board has more than 67% of the allotment.
2. Vacation Relief Operators will be allowed to review the posting and submit their preference of either Board in a bid. Bids must be submitted to Dispatch by 12:00 Noon on the following Wednesday.
3. The Company will review the bids and assign Vacation Relief Operators opening based on seniority. Once the allotment for a Board is filled, the remaining Vacation Relief Operators will be assigned to the other Board.
4. If a Vacation Relief Operator fails to submit a bid by 12:00 Noon on that Wednesday, the Company will assign him or her to one of the remaining openings.
5. The Extra Board assignments for the next week will be posted by 5:00 pm on Wednesday.

Extra board procedures will be mutually agreed in writing between the Company and the Union. The procedures can only be changed if the written change is signed by the General Chairman of the Union and the Assistant General Manager for Bus Operations.