



**LABOR AGREEMENT BETWEEN
NATIONAL EXPRESS TRANSIT CORPORATION
GREENSBORO, NORTH CAROLINA
AND
TEAMSTERS LOCAL 391**

**TERM OF AGREEMENT
MAY 27, 2021 THROUGH JUNE 30, 2024**

Table of Contents

<u>TOPIC</u>	<u>PAGE</u>
TERM OF AGREEMENT	1
ARTICLE 1 – INTENT AND PURPOSE	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 – UNION SECURITY	1
ARTICLE 4 – MANAGEMENT – UNION RELATIONS	4
ARTICLE 5 – NO STRIKES/NO LOCKOUTS.....	4
ARTICLE 6 – MANAGEMENT RIGHTS	5
ARTICLE 7 – STEWARDS AND OFFICERS	6
ARTICLE 8 – INSPECTION PRIVILEGES	7
ARTICLE 9 – INFORMATION ACCESS/AVAILABILITY	7
ARTICLE 10 – NONDISCRIMINATION.....	7
ARTICLE 11 – COMPANY RULES	7
ARTICLE 12 – SAFETY.....	8
ARTICLE 13 – DRUG AND ALCOHOL POLICY	9
ARTICLE 14 – BULLETIN BOARD.....	9
ARTICLE 15 – DISCIPLINE.....	9
ARTICLE 16 – GRIEVANCE AND ARBITRATION.....	11
ARTICLE 17 – CUSTOMER REMOVAL	13
ARTICLE 18 – NO INDIVIDUAL AGREEMENT	13
ARTICLE 19 – NEW TECHNOLOGY	13
ARTICLE 20 – PROBATIONARY PERIOD	14
ARTICLE 21 – SENIORITY	14
ARTICLE 22 – REDUCTION IN FORCE AND RECALL	15
ARTICLE 23 – BIDDING.....	16
ARTICLE 24 – TIME SHEETS AND TIME CLOCKS	17
ARTICLE 25 – WORKWEEK AND PAY ALLOWANCES.	17
ARTICLE 26 – PHYSICAL EXAMINATIONS	18
ARTICLE 27 – COMPENSATION CLAIMS.....	18
ARTICLE 28 – LEAVES OF ABSENCE	19
ARTICLE 29 – WAGES	19
ARTICLE 30 – 401(k) SAVINGS PLAN.....	20

ARTICLE 31 – HEALTHCARE 20
ARTICLE 32 – LIFE INSURANCE 21
ARTICLE 33 – VACATIONS 21
ARTICLE 34 – SICK LEAVE /PERSONAL LEAVE 22
ARTICLE 35 – PAID HOLIDAYS 22
ARTICLE 36 – FUNERAL LEAVE 23
ARTICLE 37 – JURY DUTY AND COURT LEAVE 23
ARTICLE 38 – UNIFORMS 24
ARTICLE 39 – SUBCONTRACTING 24
ARTICLE 40 – SAVINGS CLAUSE 24
ARTICLE 41 – FULL AND COMPLETE AGREEMENT 24
ARTICLE 42 – DURATION OF AGREEMENT 26
APPENDIX A - WAGES..... 27

PREAMBLE

This Agreement made and entered into between National Express Transit, located at 8310 West Market Street, Greensboro, North Carolina, 27409, hereinafter referred to as the "Company" and Teamsters Local Union No. 391, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," which agree to be bound by the terms and provisions of this Agreement. The Company and the Union, jointly, hereinafter shall be referred to as the "Parties."

ARTICLE 1 – INTENT AND PURPOSE

The Parties hereto enter into this collective bargaining agreement (Agreement) for the purpose of promoting and maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the Parties. Both Parties pledge to cooperate with each other in good faith in the enforcement of the terms of this Agreement. It is the intent of both Parties to provide uninterrupted service to the customers we presently serve or may serve in the future and to provide a secure and productive work environment to the employees of the Company.

The Company, the Union and the employees who are members of the Union recognize the importance of maintaining the Company's revenue contract with its customer.

ARTICLE 2 – RECOGNITION

Pursuant to the National Labor Relations Board Certification in Case No. 10-RC-267632, the Company hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for all employees covered by this Agreement, and this Agreement shall apply to all transit bus drivers employed by the Company at its facility located at 8310 West Market Street, Greensboro, North Carolina, 27409. Specifically excluded from the bargaining unit are supervisors, managers, maintenance workers, office, clerical and all nondrivers..

ARTICLE 3 – UNION SECURITY

Section 1. Check-off. Upon receipt by the Company of a check-off authorization form provided by the Union consistent with the provisions of this Article 5, voluntarily dated and signed by an employee, the Company shall deduct monthly dues from the first two paychecks of each month, and the initial initiation fee from the wages owed such employee for the first payroll period ending in each calendar month following receipt of such check-off authorization, until the initiation fee has been paid (or, until such check-off authorization is revoked by the employee). The Company shall deduct from an employee's wages only the amount of money which the Secretary-Treasurer of

the Union has certified to the Company, in writing, is the amount of dues properly established by the Union in accordance with applicable law and the Union's Constitution and By-Laws, and required of all employees as a condition of acquiring or retaining membership in the Union. It is further understood that the above monthly membership dues are those regular periodic dues applicable to members of the Union and shall not include assessments, fines, contributions or penalties of any kind or any sum.

Section 2. Procedure. The Company shall each month, provide the Union a written statement containing the names of the employees from whose pay, and in what amount, such deductions have been made and shall simultaneously therewith remit the total amount of such monthly deductions to the Union.

The Company will notify the Union of all new employees hired. The Company will notify the Union of all employees leaving its employ. The Union agrees to furnish the Company with a list of all its officers and representatives, and to notify the Company of any and all changes thereto. The Company agrees to furnish the Union a list of its local representatives and to notify the Union of any and all changes thereto. Upon request, the Company will provide the Union with a seniority list. The Union will have ten (10) days to challenge the seniority dates on said list or they will be considered valid.

Section 3. Dues in excess of Net Wages. If, for any payroll period in which the Company is obligated to make deductions pursuant to Section 1 of this Article, the wages owed an employee (after deductions mandated by any governmental or to reimburse the Company for advances against wages) are less than the amount of money which the employee has authorized the Company to deduct pursuant to said Section 1 of this Article, the Company shall make no deductions from wages owed the employee for that payroll period and shall make no deductions, which would have been made from wages owed the employee for that payroll period or any future payroll period.

Section 4. Indemnification of the Company. The Union shall defend, indemnify, and save the Company harmless against any and all claims, demands, grievances or other forms of liability (including attorney fees and court costs) that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article in reliance on any list, notice or authorization provided by the Union hereunder. Accordingly, the payment of such deducted dues by the Company to the Union shall relieve the Company of any and all responsibility and obligation to the Union and to the employees for the monies collected and paid.

Section 5. DRIVE The Company agrees to deduct from the paycheck of all employees covered by this agreement, voluntary contributions to DRIVE. DRIVE shall notify the Company of the amounts designated by each contributory employee that are to be deducted from his or her paycheck on a weekly basis for all weeks worked. "Weeks worked" is defined as a work week in which the employee has earned wages. The Company shall transmit to the DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of

each employee on whose behalf a deduction is made, the employee' s social security number and the amount deducted from that employee's paycheck.

Section 6. Team and Wheel Credit Union The Company agrees that those employees who desire to participate in Team and Wheel Credit Union can do so on a payroll deduction basis. Further, Team and Wheel Credit Union shall provide the Company with the appropriate forms signed by the individual employee involved giving the amounts to be deducted weekly. The Company shall remit to the Credit Union all deductions monthly. The employees and the Union shall hold the Company harmless for any claims once the deductions have been remitted to the Credit Union.

ARTICLE 4 – MANAGEMENT – UNION RELATIONS

Section 1. The Company agrees that it will meet in good faith with the duly elected representative of the Union in an attempt to resolve issues that may arise between the parties, subject to the limitations of Article 42 – Full and Complete Agreement.

Section 2. The Union, the Company, and its employees agree that all employees will conform to the rules and regulations of the Company; that they will comply with the instructions and directions of the officials, managers, and supervisors over them; that they will operate their vehicles carefully and with the utmost regard at all times for the care of the equipment, the safety of themselves and of the passengers and the public, in general; that they will at all times give the riding public courtesy and respectful consideration and treatment, and that they will protect the property of the Company and promote its interest.

Section 3. Employees of the Company and officials of the Union shall, in all matters pertaining to this Agreement, take into consideration that the transportation business is a public service, and that the safety and goodwill of the general public, including the patrons of the transportation service, are of primary importance.

ARTICLE 5 – NO STRIKES/NO LOCKOUTS

Section 1. It is recognized that the Company and its employees are obligated to perform an essential public service, and that this service must be continuously preformed to the fullest extent. If, for any reason, performance of duties involves undue difficulty, members of the Union will not cease work but will immediately address the matter in an orderly way as provided in this Agreement. Employees may contact their supervisor if they have any concerns for their safety in the performance of their job, and a supervisor shall respond.

Section 2. During the term of this Agreement, the grievance machinery of this Agreement and the administrative and judicial remedies provided by statute for remedying unfair laborpractices shall be the sole and exclusive means for settling any dispute between the employees or the Union and the Company. Accordingly, neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, including a sympathy strike, slowdown, refusal to cross a picket line, stoppage of work, or any other intentional interruption of service or production, regardless of the reason for so doing.

Section 3. The Union recognizes that in the event of a work action, as described above, the Union, its Officers and Stewards, have an obligation and a duty to urge any and all employees who may be involved in such activity to cease such activity and to immediately return to work. In no event shall the Local Union Officer or Steward who is an employee of the Company engage in any activity prohibited by this Article.

Section 4. An employee who has been determined by the Company to have violated the provisions of this Article may be disciplined up to and including discharge. Such employee(s) shall have recourse to the Grievance and Arbitration Procedure of this Agreement as to the sole question of whether he or she in fact participated in such prohibited activity.

Section 5. The Company shall institute no lockout of employees during the term of this Agreement.

ARTICLE 6 – MANAGEMENT RIGHTS

Section 1. All rights of the Company which have not been specifically abridged or modified by this Agreement are retained by the Company. Without limiting the generality of the foregoing, such rights and functions specifically include.

- (a) The hiring, direction, supervision, promotion and demotion of employees;
- (b) Discipline, demotion and discharge of employees for just cause;
- (c) The planning, direction, control, scheduling, modification, and elimination of any or all operations, and specifically including but not limited to the establishment, modification or elimination of routes and schedules and in general the determination of the nature and extent of service to be provided;
- (d) The determination of the layout, equipment, vehicles, structures and other materials of the business;
- (e) The procedures, policies, techniques, methods and means of operating the Company's business;
- (f) The determination of the number and time of shifts and establishment, abolishment or change of jobs and positions;
- (g) The right to lay-off, transfer or promote employees;
- (h) The determination of the overall organization of the Company's business;
- (i) The determination of the size of the workforce, the allocation and assignment of work, including extra work, to employees, the determination of policies affecting the selection of employees and/or applicants for employment, promotion or transfer,
- (j) The establishment of standards of customer service, quality of work and other measures of employee productivity, including improvement, change or elimination of methods, materials, equipment or facilities, and;
- (k) The right to make and modify reasonable work rules and regulations.

Section 2. The foregoing statement of Management Rights shall not be deemed to exclude other management Rights not specifically stated and not addressed within this Agreement, including those rights provided by law.

ARTICLE 7 – STEWARDS AND OFFICERS

Section 1. The Company recognizes the right of the Local Union to designate Job Stewards and Alternates from the Company's seniority list. The authority of Job Stewards and Alternates, so designated by the Local Union, shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and preservation of grievances with the Company or the Company's designated representative in accordance with the provision of the collective bargaining agreement;
- (b) The collection of dues when authorized by appropriate local union action; and
- (c) 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:
 - i. Have been reduced to writing or,
 - ii. If not reduced to writing, are of a routine nature and does not involve work stoppages, slowdowns, or any other interference with the Company's business.

Section 2. Job Stewards and Alternates have no authority to take strike action, or any other action interrupting the Company's business, except as authorized by the official action of the Union.

Section 3. Recognizing the importance of the role of the Job Steward or Alternate in resolving problems or disputes between the Company and its employees, the Company reaffirms its commitment to the active involvement of the Union Steward.

Section 4. The Job Steward or Alternate shall be permitted reasonable time to investigate, present and process grievances on the Company's property without interruption of the Company's operation.

Section 5. The Company recognizes the employee's right to be given requested representation by a Job Steward or Alternate during a grievance meeting or at such time as the employee reasonably contemplates disciplinary action. The Company shall advise employees of their right to Union Representation whenever the Company meets with the employee about grievances or discipline or to conduct investigatory interviews. In such cases, the meeting shall not be continued until the Steward or Alternate is present, if an employee does not wish to have a Union Steward present he/she shall sign a waiver of Union Representation, a copy of which shall be furnished to the Union upon request.

Section 6. Whenever possible, all meetings with Stewards handling grievances and meetings with the Company concerning discipline will take place during his or her normal business hours when the Steward and employee(s) are off duty. If the Company requests the presence of the Union Steward at any such meeting, it will pay for such time. However, the Company will not normally pay the Steward for attending such meetings to process grievances or representing members.

Section 7. The Company agrees to allow one (1) employee, designated by the Union, leave without pay and without loss of seniority to serve in official Union business. The Union is obligated to provide the Company with seven (7) days written notice before such leave is granted. An employee designated by the Union to serve as a full-time officer or employee of the Union shall be granted leave without pay or benefits for the duration of such office. The Union will provide the Company seven (7) days advance written notice before such leave is granted

ARTICLE 8 – INSPECTION PRIVILEGES

Union representatives must report to the General Manager, or designee, and sign in before being granted access to the Company's premises. After following the Company's sign in procedures, Union representatives will be granted reasonable access to nonwork areas to determine that the Agreement is being observed and for the adjustment of grievances with the Company or to conduct discussions with employees on nonwork time and in nonwork areas. In the event that a Union representative needs to be granted access to a work area of the Drivers to conduct an investigation, the Union representative shall be accompanied by a manager, or designee, solely for the purpose of ensuring the safety of the work area. The Union representative shall abide by the Company's reasonable safety rules while on the premises, and will not disrupt or interfere with service or operations, or a Driver's work time.

ARTICLE 9 – INFORMATION ACCESS/AVAILABILITY

The Company will supply to the Union, upon written request, all documents required by law (NLRA) so that the Union can investigate any and all claims which could result in a potential grievance and which will assist the Union in carrying out its duty as the exclusive bargaining representative.

ARTICLE 10 – NONDISCRIMINATION

The provisions of the Agreement shall be applied equally to all employees. The Company and the Union agree that there shall be no discrimination against any employee on the basis of sex, sexual orientation, race, color, disability for which with or with a reasonable accommodation the employee can perform the essentials functions of the job, veteran status, religion, national origin, or on the basis of Union membership or non-membership or on Union activities.

ARTICLE 11 – COMPANY RULES

Section 1. The Company may implement and enforce reasonable rules, policies and procedures, and may modify or eliminate such rules, policies and procedures, at any time so long as such rules, policies and procedures are not in conflict with any specific

provision of this Agreement. The Company will furnish its Employee Handbook, addendums and revisions, as amended from time to time (hereafter, Employee Handbook), to each employee in the bargaining unit, and to new employees within seven (7) calendar days of hire.

Section 2. At least fourteen (14) calendar days prior to implementation of any new or revised rule, policy or procedure, unless a more immediate implementation is required by the customer or to address safety concerns, the Company will post a copy and will provide a copy of the rule, policy or procedure to employees and will deliver a copy to the Union by e-mail. If requested by the Union, the Company will meet with the Union to discuss the rule, policy or procedure, however, such meeting shall take place no later than fourteen (14) calendar days after notification of the new or revised rule, policy or procedure. Such meeting and discussion shall not delay the implementation of the rule, policy or procedure.

Section 3. The Company recognizes the right of the Union to challenge the reasonableness of a rule, policy or procedure through the Grievance and Arbitration process. The Company will provide each employee with a copy of the Company rules, policies and procedures.

Section 4. In the event of any conflict between the Company Handbook and the Agreement, the Agreement shall prevail.

ARTICLE 12 – SAFETY

Section 1. The Company shall comply with all laws regarding the safety of equipment.

Section 2. Employees have a duty to complete all pre-trip and post-trip information accurately to make the Company aware of any safety deficiencies. The Company shall not require employees to take out on the streets or highways any vehicles that is not in a safe operating condition or not equipped with the safety appliances prescribed by law. It shall not be a violation of this agreement where employees refuse to operate such equipment unless such refusal is unjustified. Any equipment which is refused because not mechanically sound or properly equipped shall not be used by other drivers until the Maintenance Department has adjusted the complaint or certified in writing that the vehicle is safe for operation. Under no circumstances will an employee be required to engage in any activity involving dangerous conditions of work or danger to person or property.

Section 3. Should an employee receive a citation for driving a vehicle with safety defects the driver has reported to the Company and been instructed to operate, the Company shall reimburse the employee for any fines paid and/or time lost from work.

Section 4. The Company will work to ensure that Company vehicles are maintained and kept clean. The Maintenance Department should keep windows of vans clean.

Section 5. The Company will not discipline or otherwise retaliate against any employee because the employee, or another person at the employee's request, has filed a complaint or begun a proceeding related to a violation of a commercial motor vehicle safety or

security regulation, standard, or order, or occupational safety and health regulation or standard, or has testified or will testify in such a proceeding, or if the Company perceives that the employee has filed or is about to file a complaint or has begun or is about to begin a proceeding related to a violation of a commercial motor vehicle safety or security regulation, standard, or order or occupational safety and health regulation or standard.

ARTICLE 13 – DRUG AND ALCOHOL POLICY

Section 1. The Company has adopted a Drug and Alcohol Policy that complies, at minimum, with the Federal Department of Transportation Drug and Alcohol testing requirements of safety sensitive employees. The Union has been provided a copy of the Policy. The Company will provide notice to the Union of any changes to be made to the Policy, however, disciplinary matters shall remain the sole discretion of the Company subject only to the just cause standard referenced herein.

Section 2. Any employee who voluntarily comes forward prior to having an accident or incident mandating an alcohol or drug test and prior to having tested positive for alcohol or drugs and requests it, shall be granted unpaid leave for the purpose of rehabilitation through an accredited program for the duration of the program (not to exceed twelve (12) weeks). Employees will be given this opportunity only one time during their employment.

ARTICLE 14 – BULLETIN BOARD

The Company shall provide the Union with space for a bulletin board for its own use, in each Company building. All material posted on the Union bulletin board shall be limited to the official business of the Union in its role as the exclusive bargaining agent of this bargaining unit, and shall be approved and initialed by the authorized Union Official prior to being posted. It is understood that no offensive or derogatory material shall be placed on such bulletin board.

ARTICLE 15 – DISCIPLINE

Section 1. The Company recognizes its employees' Weingarten Rights permitting any employee, upon request, to have a Union representative present during an investigatory interview that the employee reasonably believes may result in discipline of the employee. It is agreed that an employee's request for a Union representative may not unreasonably delay an investigation.

Section 2. The Company shall not discipline, suspend or discharge any employee without just cause. In any case of discipline, including warnings, suspension or discharge, the Company shall promptly notify the employee in writing of the discipline and the reason the employee was disciplined. A copy of such discipline shall be given to the Shop Steward, or designee, within three (3) calendar days of the date it is given to the employee and transmitted to the Local Union office within three (3) calendar days following notice to the employee. Discipline for all matters, except accidents when a police report is expected and equal employment related cases (e.g., harassment), will be issued within

14 calendar days of the date the Company learns of the possible infraction. The Company may request an extension of these time limits to complete its investigation, and the Union shall not unreasonably withhold Agreement to such request.

Section 3. The Company may remove an employee from work while it conducts an investigation of a possible infraction. Upon completion of the investigation, if the matter results in an unpaid disciplinary suspension that is shorter than the time off on investigative suspension, the employee will be paid for his or her lost work that exceeds the disciplinary suspension, or if no suspension is warranted, the employee will be paid for all lost work.

Section 4. The signing of a discipline notice by an employee is not an admission of guilt and only an acknowledgment that the employee has received a copy of said notice.

Section 5. The Company recognizes that discipline is most effective when used to educate an employee to follow the rules and to properly perform his or her job. Thus, the Company recognizes the concept of progressive discipline including the following steps:

- Written warning or warnings, as appropriate;
- Suspensions;
- Final warning; and,
- Discharge.

However, it is understood that such steps will be applied on a case-by-case basis as determined by the Company based on the seriousness and severity of the violation, recognizing that serious violations, as stated in the Employee Handbook, may be addressed with discharge for the first offense.

Section 6. In the case of Preventable Accidents, the Company shall determine appropriate corrective action, including discharge for the first or any single preventable accident regardless of the employee's safety record, based on cause, severity, injuries, damage, negligence, the employee's safety record or other contributing factors. For purposes of discipline, Preventable Accidents remain on an employee's record for 36 months. The Company shall follow the discipline for preventable accidents as outlined in the Employee Handbook.

Section 7. Suspensions and Final Warnings, shall remain on an employee's record for a period of 18 months from the date issued, and the Company will disregard such discipline that occurred more than 18 months in the past for the purpose of applying progressive discipline. Other Discipline at a level lower than Suspension or Final Warning, shall remain on an employee's record for a period of 12 months from the date issued, and the Company will disregard such discipline that occurred more than 12 months in the past for the purpose of applying progressive discipline.

Section 8 The Company recognizes the right of the employee and Union to challenge the discipline decision on the basis of just cause through the Grievance and Arbitration process.

ARTICLE 16 – GRIEVANCE AND ARBITRATION

Section 1. For the purpose of this Agreement, a grievance is defined as a dispute between the parties concerning the meaning, interpretation, application or alleged violation by the Company of the express, written terms of this Agreement.

Section 2. The Company and the Union believe in order to foster good Labor-Management relations, potential violations of the collective bargaining Agreement may be best addressed if they are informally discussed between the employee and management as early as possible after the issue is known.

Section 3. In the event the parties are unable to resolve their dispute, the Union and/or employees may choose to file a written grievance in Step 1, below.

Section 4. All grievances shall be processed in the following manner:

STEP 1 – The Union or the employee may submit a grievance in writing to the Assistant General Manager, or designee. Grievances must be submitted to the Assistant General Manager, or designee, no later than 14 calendar days after the Union or the employee knew or should have known of the event, occurrence or nonoccurrence giving rise to the grievance. The grievance shall be in such detail as to identify the nature of the grievance, the date of the alleged grievance, and the provision or provisions of the Agreement violated by the Company. The Assistant General Manager must give a written response to the first step grievance within fourteen (14) calendar days of receipt of the written grievance.

Grievances concerning termination or suspension from employment may be submitted directly to STEP 2 of the grievance procedure.

STEP 2 – In the event the grievance is not resolved to the satisfaction of the employee or the Union in STEP 1, above, the Union or the employee may submit the grievance to the General Manager, or designee, within fourteen (14) calendar days following the date of the Company's answer in STEP 1. The General Manager, or designee, and the Union representative shall schedule a grievance hearing as soon as possible but no later than fourteen(14) calendar days to following the date the STEP 2 submission is filed, to hear the grievance. The General Manager, or designee, shall respond to the Grievance in writing as to the decision regarding the Grievance within fourteen (14) calendar days after the Step 2 Grievance Hearing.

STEP 3 – In the event the grievance is not resolved to the satisfaction of the employee or the Union in STEP 2, above, the Union or the employee may submit the grievance to the Director of Operations, or designee, within fourteen (14) calendar days following the date of the Company's answer in STEP 2. The Director of Operations, or designee, and the Union representative shall schedule a grievance hearing as soon as possible but no later than fourteen (14) calendar days following the date the STEP 2 submission is filed, to hear the grievance.

The Director of Operations, or designee, shall respond to the Grievance in writing

as to the decision regarding the Grievance within fourteen (14) calendar days after the Step 3 Grievance Hearing.

STEP 4 – In the event the grievance is not resolved in STEP 3, the Union may refer the Grievance to arbitration by written notice to the Director of Operations within 30 calendardays following the date of the Director of Operations' response in STEP 3.

Section 5. Once a written notice to arbitration has been submitted, the Union and the Company may decide to utilize the services of non-binding mediation, and the time limits for the arbitration process shall be tolled. If either the Union or the Company declines the mediation opportunity, only the arbitration option shall be available for the Grievance.

Section 6. After a demand for arbitration has been made, within fourteen (14) calendar days the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of five (5) names of impartial Arbitrators in the region nearest to the Company's premises. The Company and the Union shall, within fourteen (14) calendar days following receipt of the list of Arbitrators from FMCS, alternately strike names from the list until only one (1) name remains, and a toss of the coin shall determine who strikes first. The remaining Arbitrator shall act as the impartial Arbitrator who shall hear and decide the issue.

Section 7. The Arbitrator shall be without authority or jurisdiction to add to, remove from, alter, or otherwise amend in any way any provision of this Agreement. The jurisdiction and authority of the Arbitrator shall be for the determination of such grievance, expressly limited to the interpretation, application and compliance with the provisions of this Agreement.

Section 8. The fee and all related expenses of the Arbitration shall be shared equally between the Company and Union. Each party shall be responsible for costs it incurs and for the expenses of presenting its case.

Section 9. The Arbitrator's decision shall be in writing and served on the Company and Union, and is due 30 calendar days following the date of submission of briefs by the parties. The decision of the Arbitrator shall be final and binding upon the Company, the Grievant and the Union.

Section 10. An employee can be made whole. However, there shall be no remedy fashioned in any grievance in which back pay or benefit is awarded retroactively for more than 120 calendar days prior to the date on which the Step 2 written grievance was filed.

Section 11. Failure of the Company to issue a timely response at STEPs **1, 2 or 3**, shall be considered a denial of the pending grievance by the Company. The party, employee or Union, with the right to move the grievance to the next step in the Grievance or to Arbitration, may exercise that option. If the appeal is not timely filed by the employee or the Union, the grievance shall be deemed resolved as of the Company's last decision.

Section 12. In the event a time limit within this Article expires, either party on a Saturday, Sunday, a recognized Agreement holiday or on a day that the business office is closed,

the final day shall be the next business day the office is open.

Section 13. Written filings and answers may be timely filed by email, postal or other delivery service and by facsimile, and must be received by 11:59 PM of the final date of the respective time limit.

ARTICLE 17 – CUSTOMER REMOVAL

If the Company is required to remove an employee from service at the Customer's request, the Company agrees to discuss the matter with the Customer as soon as practicable to attempt to adjust or resolve the issue. If the Customer maintains its position on the removal of the employee, the Company will meet with the Union to discuss the status of the employee. The Union will be given a copy of the directive requiring the removal of the employee, if the directive is in writing. The Company will make reasonable effort to place the employee in work at another of the Company's locations for which the employee is qualified. The Company shall not initiate or instigate employee removal or customer complaints.

ARTICLE 18 – NO INDIVIDUAL AGREEMENT

The Company agrees not to enter into an agreement or Contract with the employees covered by this Agreement, individually or collectively, unless it is through duly authorized representatives of the Union. Any such agreement shall be null and void.

ARTICLE 19 – NEW TECHNOLOGY

Section 1. The Parties recognize the importance of enhancing safety, increasing efficiency and improving the quality of services provided to the customer. The Parties further recognize that technological advances, tools and equipment are often used to further these objectives in the passenger transportation industries.

The Parties agree that the Company shall have the right to unilaterally introduce the use of technological advances, tools and equipment including, but not limited to GPS, Zonar, DriveCam (or systems with the same or similar capabilities), onboard cameras (including CCTV), and time recording features. No new technology will be introduced for the purpose of reducing the size of the bargaining unit, or to alter the method of wage calculations except when used to improve the accuracy of time recording and corresponding payment of wages, and the Company shall provide the Union with at least 30 calendar days' advance notice prior to implementing any new technological advances, tools or equipment so that the Union has an opportunity to request bargaining over the effects of any changes. If the Parties are unable to reach agreement over the effects of the changes within 30 calendar days of advance notice from the Company, the Union reserves the right to grieve the reasonableness of any such changes, but this shall not affect the Company's right to implement the new technological advances, tools or equipment.

Section 2. The Parties recognize and agree that the implementation and use of GPS, Zonar, DriveCam (or systems with the same or similar capabilities), on-board cameras (including CCTV), time recording features, and other technological advances, tools and equipment may form the basis for progressive discipline or discharge of employees when the evidence from such technology supports or establishes just cause for disciplinary action. The Parties agree that in any case in which the Company takes disciplinary action against an employee relying in whole or in part upon evidence derived from such technology, the Union reserves the right to grieve any such discipline under the "just cause" standard of this Agreement.

Section 3. The Company shall not disclose GPS-derived information, to a third party, except as required by law or customer requirement. The Company shall provide the Union with any GPS reports it relied on to discipline an employee.

Section 4. The Parties further agree that tampering with or disabling any technological tools may be grounds for discipline up to and including immediate discharge.

ARTICLE 20 – PROBATIONARY PERIOD

Section 1. A probationary employee shall work under the provisions of this Agreement but shall be on probation for the first 90 calendar days of employment. The Company and the Union by mutual Agreement may extend the probationary period up to an additional 30 calendar days.

Section 2. The probationary period shall constitute a trial period during which the Company will judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. The Company has the right to discipline or discharge a probationary employee, and the discipline or judgment of the Company regarding a probationary employee will not be subject to the grievance and arbitration procedures.

ARTICLE 21 – SENIORITY

Section 1. Seniority for Drivers shall be established as of the date the employee enters revenue service. Drivers who have the same seniority date will have their rank order determined by drawing numbers.

Section 2. Seniority shall be broken, and the employee will be considered terminated under the following conditions:

- (a) Discharge for just cause;
- (b) Resignation or other termination of service by voluntary act of the employee;
- (c) No Call/No Show for work for three (3) consecutive days;
- (d) After twelve (12) months of approved leave of absence or layoff for any reason;
- (e) Failure to return from layoff or an approved leave of absence; **or**

Section 3. If it becomes necessary to reduce the workforce, the Driver with the least

Company seniority will be laid off first. When the work force is increased, employees are to be returned to work in the reverse order in which they were laid off.

Section 4. The classification of employees is defined herein as follows:

- (a) A regular full-time employee is defined as an employee regularly scheduled to work thirty-five (35) hours or more in a workweek. In the event an employee, by the employee's choice, does not average thirty-five (35) hours of regularly scheduled work per week over a one hundred eighty (180) working day period, the employee shall revert to part-time status.
- (b) A regular part-time employee is defined as an employee regularly scheduled to work less than thirty-five (35) hours in a workweek. From time to time, regular part-time employees may be required to work more than thirty-five (35) hours in a workweek to meet service demands or unusual situations. The Company will designate which assignments part-time employees may bid.
- (c) If a part-time employee regularly works an average of at least thirty-five (35) hours or more per work week for one hundred eighty (180) consecutive work days, the employee should be reclassified into a full-time position when a full-time position becomes available.
- (d) A "casual" employee is one who is designated as such by the Company, who works as directed by the Company, may not bid on assignments, and accrues no seniority. Casual employees must work at least one assignment per pay period (averaged over a twelve (12) week period)

Section 5. An employee who accepts a position outside of the bargaining unit may return to the unit and retain his or her seniority if the employee elects this option within ninety (90), calendar days of the time the employee took the job outside the bargaining unit.

Section 6. Seniority shall prevail for the following:

- (a) Selection of work
- (b) Choice of vacation time off
- (c) Layoff and Recall

Section 7. There shall be one (1) seniority list. The Company agrees to furnish the steward and the Union office with an up-to-date list of all bargaining unit employees once every other month and the Company will post an updated seniority list. The

Company agrees to furnish the Union office with the name, date of hire, and classification (full time or part time) of all new hires and a list of terminations once each month.

ARTICLE 22 – REDUCTION IN FORCE AND RECALL

Section 1. When a reduction in force is necessary, it will be accomplished in the order of inverse classification seniority. "Reduction in Force" shall be defined as set forth in the Worker Adjustment and Retraining Notification (WARN) Act.

Section 2. The Union Business Agent will be notified in writing at least 60 calendar days in advance of a reduction in force. Employees selected for layoff will be notified in writing at least 60 calendar days in advance of a reduction in force. The Company shall be excused from the 60-calendar-day notice requirement if unforeseeable circumstances occur that lead to the reduction in the Company workforce when

Section 3. Employees on layoff will be maintained on the recall list for 12 months. Employees will be recalled to work in the order of their seniority. To be eligible for recall, employees on layoff must keep the Company informed of their current address.

Section 4. The Company's obligation to offer recall shall be fulfilled by mailing notices by certified mail to the most recent address supplied by employees on layoff. An employee on layoff must notify the Company within seven (7) calendar days after such recall notice has been received by the employee and report for work within 14 calendar days after receipt of the Company's written notification.

Section 5. The Union will be notified in writing by the Company when employees are recalled.

ARTICLE 23 – BIDDING

Section 1. The Company shall conduct General Bids of Drivers' work at least two (2) times each year. The General Bid shall be posted at least seven (7) calendar days prior to bidding, except in the case of emergency. Posted assignments shall show the start and end times of the assignment, days off and pay time. New bids will take effect in April and October, and on other dates as required by service demands.

Section 2. The Company will send a copy of the bid sheet to the Local Union, and will meet with the Shop Steward at least ten (10) calendar days prior to the bid to discuss the routes, prior to posting the bid sheet.

Section 3. Drivers shall be awarded Bid assignments in seniority order.

Section 4. Driver absent due to illness or injury of the employee will be permitted to bid if the employee has a release from a physician to return to unrestricted duty no later than the date the new bid becomes effective. The Company retains the right to send any employee to a doctor of its choice to determine fitness for duty.

Section 5. Open work will be offered in seniority order to drivers who sign the Voluntary Work List (List). The Company retains the sole right to mitigate overtime. List Drivers will not be considered eligible for the open work if the assignment would conflict with the Driver's regularly scheduled work or would exceed their allowable hours of work or driving in a workday or workweek. The use of the List does not limit the Company's right to establish Spare Board assignments to cover open work.

Section 6. A regular bid assignment that becomes open due to a permanent vacancy (e.g., termination, layoff, or the employee leaves the bargaining unit) shall be posted on the first business day of the next month for three (3) work days. The vacant runs will be

posted on the Union bulletin board and will be bid by 6:00 p.m. on the third work day.

Section 7. Each qualified driver shall be given the opportunity to bid in person in order of their seniority. If a driver is unable to bid in person, they shall bid by proxy or if no proxy is submitted, the employee shall bid next in order when the driver is present to bid. All Drivers must bid, according to their seniority, to an assignment posted by the Company at each General Bid.

Section 8. Any work assignments remaining unassigned following the application of the procedures provided in this Article shall be offered by the Company in seniority order to any employee not yet awarded a work assignment and signed off by the local General Manager, or his or her designee and Union Steward, or assigned at the Company's discretion.

ARTICLE 24 – TIME SHEETS AND TIME CLOCKS

Section 1. Time Sheets and Time Clocks. Employees shall punch their own time card.

- (a) The Company may substitute updated time-recording equipment for time cards and time sheets. However, printed time records will be made available to employees upon request.
- (b) The Company's time clock will reflect same time as Company's GPS. If there is a discrepancy between the Company's time clock and GPS the Company will go by the time on the GPS in determining whether an employee is tardy.

Section 2. Video Cameras The Company may install and operate video cameras in all public areas of the Transit Facility to help the Company in assuring the safety and security of employees and Company property. The Company shall not install or use video cameras in areas of the Company's premises that violate the employee's right to privacy such as in bathrooms or places where employees change clothing or provide drug or alcohol testing specimens.

If the information on the video is to be utilized for any purpose in support of a disciplinary or discharge action, the Company must provide the Local Union, prior to the hearing, an opportunity to review the video tape used by the Company.

ARTICLE 25 – WORKWEEK AND PAY ALLOWANCES.

Section 1. The workweek shall begin at 12:01 AM on Friday and shall end at Midnight Thursday. Employees shall be paid every two (2) weeks. The pay period will be Friday to Thursday with payday on alternate Fridays. When a reduced service holiday falls on the payday, checks will be distributed on Thursday.

Section 2. Time and one half shall be paid for all hours actually worked in excess of forty (40) hours per week.

Section 3. Drivers are paid for all time worked, including travel time between the

facility and the start or end location of the Driver's work. A Driver who returns to the facility after his or her scheduled route was to end, for any reason, will be paid for all such time and will report the late arrival to the Company and the reason it occurred.

Section 4. Drivers will be paid actual time for each properly completed accident report.

Section 5. An employee called to work and who reports for work shall receive a minimum of two (2) hours of pay whether he or she is put into service or not.

Section 6. Inclement Weather. An employee called to work and who reports for work receive a minimum of four (4) hours pay whether he or she is put into service or not.

ARTICLE 26 – PHYSICAL EXAMINATIONS

Section 1. All physical examinations, when required by the Company and performed at the Company's direction shall be paid for by the Company. Employees, other than applicants, shall be paid for all time required to take such examinations shall be considered hours of work. If a dispute develops between the Company and the Union as to whether or not the employee is physically qualified to work, the Union and the Company shall mutually agree to an impartial doctor, hospital, clinic, etc., for the purpose of resolving the physical qualifications of the employee. All fees involved shall be borne by the Company, except when the employee chooses and is allowed to use his or her own doctor. The only amount the Company will be obligated to pay is the amount that is charged by the Company doctor for service.

Section 2. Whenever there is an issue regarding any employee's physical well-being and a doctor needs to be used to evaluate for any reason, the Union will be notified prior to any employee forced to see a doctor. The Company also agrees to provide Weingarten rights and access to a steward to any employee in conforming to this article or related articles in the contract.

Section 3. This Article shall not apply to employees complying with requirement to maintain his or her DOT physical.

ARTICLE 27 – COMPENSATION CLAIMS

Section 1. The Company agrees to cooperate toward the prompt deposition of employee on-the-job-injury claims. The Company shall provide Workers' Compensation protection for all employees consistent with its legal obligations, if the injury arose out of or in the course of employment. An employee who is injured on the job, and is sent home or to a hospital, or must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his or her regular shift on that day. The Company agrees to provide any employee injured locally prompt transportation, if desired at the time of the injury, from the job to the nearest Company selected medical facility and returned to the job, or to the employee's home, if required.

Section 2. Light Duty Light duty is assigned at the discretion of the Company and will be implemented in accordance with the Company's policy. Employees who are limited to light duty by documented medical restrictions due to an on-the-job injury shall be assigned to work that is restricted to the type of work that is not expected to result in a re-injury and which can be performed within the medical limitations set forth by the attending physician. Refusal of an employee to comply with the Company's light duty requirements, consistent with the employee's medically restrictions, may result in removal from Light Duty work and loss of Workers' Compensation benefits.

ARTICLE 28 – LEAVES OF ABSENCE

Section 1. The Company agrees to grant reasonable time off, without loss of seniority rights and without pay, to an employee designated by the Union to serve on official Union business. The Company shall not be required to grant Union Leave to more than two (2) Employees at any time. The request for time off must be made in writing at least seventy-two (72) hours in advance, specifying the length of time requested off. The Company may limit the number of employees granted Union leave due to service needs or operational issues.

Section 2. The Company may in its discretion grant a leave of absence without pay and without loss of seniority to full-time employees who have completed their probationary period, for good cause when requested by the employee in writing as soon as possible in advance of the leave. In no event will such leave be granted for more than a total of ninety (90) calendar days in a floating twelve (12) month period. In the case of a medical leave of absence, the leave may be extended beyond ninety (90) calendar days with proper documentation from the employee's physician, not to exceed a total of twelve (12) months of leave of absence in a rolling twenty-four (24) month period. An employee who does not return to work on the specific day scheduled for his or her return or who engages in employment with another employer while on such leave, unless previous written Company approval has been granted, will be considered to have voluntarily quit his or her employment with the Company.

Section 3. The Company will comply with the provisions of the Family Medical Leave Act (FMLA), and such leave will run concurrently with any other leave that qualifies for FMLA. Employees will be required to use all paid leave available while on any leave that qualifies for FMLA.

Section 4. An Employee having enlisted or currently in the military service of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, shall be granted all rights and privileges provided by the Act.

ARTICLE 29 – WAGES

See Appendix A.

ARTICLE 30 – 401(k) SAVINGS PLAN

All regular employees covered by this Agreement who have been in the employ of the Company for ninety (90) calendar days or more shall be eligible to participate in the Company 401k. The Company shall pay the record keeping expense for the plan. The Company shall withhold from an employee's earning, amount mutually agreed between the Company and employee and deposit such monies into a 401K account in the employee's name in compliance with the Internal Revenue code and E.R.I.S.A.

ARTICLE 31 – HEALTHCARE

Section 1. The Company will provide to full-time employees a group health plan or plans. The Plans in effect on June 1, 2021, is Blue Cross–Blue Shield PPO–HRA, Blue Cross–Blue Shield PPO–HSA which is subject to change at the annual open enrollment.

Section 2. Employees shall become eligible to participate on the first of the month after they have completed 30 calendar days of full-time employment.

Section 3. The Company will pay a percentage of the premium cost toward the plan and each benefit level and the participating employee shall pay the balance of the premiums toward the plan level chosen, as follows:

BCBS – PPO HSA	EMPLOYER CONTRIBUTION	EMPLOYEE CONTRIBUTION
Employee Only	75%	25%
Employee and Spouse	74%	26%
Employee and Children	68%	32%
Family	71%	29%
BCBS – PPO HRA	EMPLOYER CONTRIBUTION	EMPLOYEE CONTRIBUTION
Employee Only	73%	27%
Employee and Spouse	73%	27%
Employee and Children	68%	32%
Family	70%	30%
BCBS – PPO LOW	EMPLOYER CONTRIBUTION	EMPLOYEE CONTRIBUTION
Employee Only	78%	22%
Employee and Spouse	71%	29%
Employee and Children	66%	34%
Family	66%	34%

Section 4. Dental and vision coverage is available at the employee's cost.

ARTICLE 32 – LIFE INSURANCE

Group Life and AD&D Insurance. Regular, full-time employees and regular part time drivers effective the first of the month following completion of 30-calendar days of employment within the bargaining unit shall be eligible to participate in the Company's group life insurance and accidental death and dismemberment insurance plan consistent with all Plan provisions. This benefit provides for \$20,000 coverage and is 100% Company paid.

ARTICLE 33 – VACATIONS

Section 1 – Eligibility. Full-time employees shall accrue paid vacation time off as further detailed in this Article. Vacation accrual occurs monthly and is for bid in December to be used in the following calendar year.

Section 2. Employees with less than twelve (12) months of employment will bid in December, their vacation accrued since their initial date of hire date, including exercising the options described in Section 7, below. All available vacation must be bid or reserved for single day use, each year in December for the following calendar year.

Section 3. – Vacation Earned.

<u>Period of Employment</u>	<u>Hours Earned Per Month</u>
Date of Hire through end of 1 st full Calendar Year (CY)	3.34 (Max. of 40 hours/Year)
2 nd CY through 5 th CY	6.7 (Max. of 80 hours/Year)
6 th CY through 10 th CY	10.0 (Max. of 120 hours/Year)
11 th CY, and thereafter	13.3 (Max. of 160 hours/Year)

Section 4. Vacation pay shall be at the employee's straight-time rate based on eight (8) hours/ten (10) hours (depending on the employee has a four-or five-day weekly schedule) of pay per day of vacation, to a maximum of 40 hours of vacation pay per week. Vacation pay will not be counted as hours worked for the purpose of computing overtime.

Section 5 – Vacation Use. Vacation time must be taken in units of at least four (4) hours. Paid vacation time off can be used for either sickness or other personal time up to a maximum of two (2) days per year. If the days are used for sickness, all rules applying to adequate notice to the Company will apply. If used for other personal time, an employee must give the Company a written request for the time off at least seven (7) calendar days in advance. There shall be no carry-over of hours.

Section 6. Separation from Employment. An employee who leaves the employment

of the Company or is laid off prior to the end of his or her vacation year shall receive unused and pro-rata vacation.

Section 7 – Holiday During Vacation. When a paid holiday occurs during an employee's approved vacation period, it will not be counted as a day of vacation.

Section 8 – Vacation Scheduling. Employees will bid their vacation accrued during the calendar year, in December of each year, based on seniority. Employees may elect to reserve up to 40 hours of accrued vacation to be used in single days throughout the following calendar year (with an approved request given at least seven (7) calendar days in advance), and an employee who wishes to bid single days of vacation at the December bid, must do so after all employees have bid full weeks (40 hours) of vacation. However, an employee who has accrued less than a full week of vacation to be bid in December, may elect to bid all such days consecutively in seniority order during the initial round of bidding vacation. The Company reserves the right to grant time off in keeping with its business requirements that may exist at any given time. At least two employees will be allowed off for a vacation at any time.

ARTICLE 34 – SICK LEAVE /PERSONAL LEAVE

Section 1. Eligibility. Full-time employees will begin accruing sick leave the first of the month following thirty (30) calendar days of employment.

Sick Leave shall be accrued at the rate of 5.33 hours per calendar month, to a maximum of 64 hours in the calendar year. Unused sick leave may be accrued to a maximum of 480 hours. Employees leaving the Company will not be paid for any accrued and unused sick time.

Section 2. A day of Sick Leave shall be paid at the employee's straight-time regular rate and will be based on the employee's regularly scheduled shift up to a maximum of eight (8) hours/ten (10) hours (depending on whether the employee has a four-or five-day weekly schedule). Sick leave shall not be counted as hours worked for the purpose of computing overtime.

Section 3. Accumulated sick time will be eliminated for any employee who changes from full-time to part-time employment within the Company.

Section 4. The Company reserves the right to require documentation from the employee's treating physician to validate the need for time off due to illness or injury, regardless of the availability of paid sick leave, for any absence of three (3) consecutive workdays or longer.

ARTICLE 35 – PAID HOLIDAYS

Section 1. Employees shall receive pay for the following holidays when their scheduled route does not operate on the holiday. New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Section 2. Holiday pay shall be calculated at the employee's straight-time regular rate and will be based on the employee's regularly scheduled shift up to a maximum of eight (8) hours/ten (10) hours (depending on whether the employee has a four-or five-day weekly schedule) of pay on a holiday. Holiday pay shall not be counted as hours worked for the purpose of computing overtime.

Section 3. In order to be eligible for holiday pay, an employee must work his or her scheduled day before, the day of the holiday if scheduled to work, and the scheduled day after the holiday. Any employee absent on account of a bona fide and documented illness, work related injury, or an emergency having been previously excused from work on either the day before or the day after the holiday will be considered as having worked and shall be otherwise entitled to holiday pay.

Section 4. All work performed on any of the above stated holidays will be paid at straight time in addition to the holiday pay provided in Section 2. Employees scheduled to work on the day of the week on which the holiday occurs, shall be required to work on that holiday, regardless of the service level operated on that day. If an employee is assigned to work on a holiday and subsequently calls off, he or she shall forfeit all holiday pay.

ARTICLE 36 – FUNERAL LEAVE

Section 1. Paid funeral leave of three (3) consecutive workdays shall be granted to full-time employees in the event of the death of the employee's spouse, significant other with whom the employee resides, child, stepchild who resided with the employee at time of marriage, parent, step- parent, parent of spouse, sister, grandparent, brother, grandchild and legally adopted children. An additional two (2) days of unpaid funeral leave shall be granted where one-way travel of more than 200 miles is required.

In the event of the death of step-brother or step-sister, brother-in-law, sister-in-law, half- brother, half-sister the Company will allow three (3) consecutive workdays off the day of the funeral will be with pay.

If a part-time driver is scheduled to work on the day of the funeral for one of the above-mentioned family members they will received the day off with pay.

Section 2. The Company may require proof of death and the relationship of the employee. One of the days off must be the day of the funeral. Pay will be the employee's regular pay for the days lost.

ARTICLE 37 – JURY DUTY AND COURT LEAVE

Section 1. Full-time employees shall be released from work with pay on the employee's workdays serving on jury duty, not to exceed fifteen (15) workdays over the life of the Agreement. Upon release from jury duty during the employee's scheduled workday, the

employee must notify the Company of his or her release. If the employee is on a day shift and more than half of the workday remains, the employee may be required to report to work. An employee working the second shift who is released from jury duty before noon, may be required to work his or her normal shift. The employee will be permitted to keep juror fees received. No employee will be terminated for taking time off to serve jury duty as required by law.

Section 2. An employee who is required to attend court by the Company will be paid for necessary time lost from work, or the time required if on a scheduled day off. This time will be considered as hours of work.

ARTICLE 38 – UNIFORMS

The Company will provide to full-time drivers, five (5) pairs of pants and five (5) shirts, and to part-time drivers two (2) pairs of pants and two (2) shirts. The Company agrees to replace uniforms, as needed.

ARTICLE 39 – SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Company agrees that no work or service of the kind, nature or type, covered by this agreement or hereafter covered by this Agreement, would result in the lay-off of any covered employees, will be subcontracted in whole or in any part in subterfuge of this Agreement. The exception to this would be if the Company’s customer(s) direct the Company to subcontract some of the work. This Article shall not prevent the Company from moving work from one location to another location within the corporation.

ARTICLE 40 – SAVINGS CLAUSE

Should any part or portion of this Agreement as herein contained be rendered or declared illegal, legally invalid or unenforceable by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by decision of any authorized government agency, such invalidation of such part or portion shall not invalidate the remaining parts or portions thereof. In the event of such occurrences, the parties agree to meet immediately and, if possible, negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect.

ARTICLE 41 – FULL AND COMPLETE AGREEMENT

This Agreement as written contains the entire existing Agreement between the parties and neither party shall be bound by any statement, representation, agreement or stipulation made prior to the execution hereof and not set forth herein, or any subsequent side agreement or addendum unless reduced to writing and signed by both parties to

this Agreement. The Company and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, during the life of this Agreement, neither party shall have the right to require the other to enter into any negotiations on any subject not referred to in this Agreement, except by mutual agreement, and with respect to those subjects referred to in this Agreement only as to the interpretation and application of such terms as may be required by law. It is understood that an issue not addressed in the contract will not be a subject of negotiations during the life of this Agreement, unless mutually agreed.

~ BALANCE OF PAGE INTENTIONALLY BLANK ~

ARTICLE 42 – DURATION OF AGREEMENT

This Agreement shall be binding upon the Parties hereto and shall be effective on May 27, 2021, and shall remain in effect until midnight, June 30, 2024 except as changes, amendments or supplements may be mutually agreed during its term and reduced to writing.

This Agreement shall be automatically renewed from year-to-year thereafter, unless either party gives written notice of a desire to modify, amend or terminate same at least 60 calendar prior to the expiration date or any anniversary date thereof.

Dated and acknowledged by the Parties hereto this ____ day of June 2021.

FOR TEAMSTERS LOCAL 391

FOR NATIONAL EXPRESS TRANSIT:

Michael McGaha
President

Phil Thomson
Region Vice President, East Area

Vernon Gammon
Secretary-Treasurer

Stephanie Maher
Director of Operations

Rachel Wells
Recording Secretary

Leslie Stone
General Manager

Chrystal Farrior
Shop Steward

Leslie Stone
General Manager

Date

Date

~ APPENDIX A - WAGES~

EMPLOYEES WITH YEARS OF SERVICE ON 5/27/2021*	WAGE RATE EFFECTIVE 5/28/2021**	4% WAGE INCREASE EFFECTIVE 7/1/2022	4% WAGE INCREASE EFFECTIVE 7/1/2023
15 or more	\$18.75	\$19.50	\$20.28
10 through 14	\$18.25	\$18.98	\$19.74
5	\$17.60	\$18.30	\$19.03
4	\$17.50	\$18.20	\$18.93
3	\$17.40	\$18.10	\$18.82
2	\$17.30	\$17.99	\$18.71
1	\$17.20	\$17.89	\$18.61
Less than 1	\$17.10	\$17.78	\$18.49
New Hires on and after 5/27/2021	\$17.00	\$17.50	\$18.00

*Employees in each Years of Service band as of 5/27/2021, remain in that wage band (left to right) for the life of the Agreement. Example: An employee with three years of service as of 5/27/2021, will be paid \$17.40 effective 5/28/2021, increasing to \$18.10 on 7/1/22, and to \$18.82 effective 7/1/23.

**By agreement, the first wage increase shall take effect on May 28, 2021, with the start of the pay period.

MEMORANDUM OF AGREEMENT REGARDING SPLIT SHIFT DIFFERENTIAL PAY.

This Memorandum of Agreement ("MOA") is entered into by and between National Express Transit ("Company") and Teamsters Local 391 ("Union") (collectively "the Parties"). The parties agree on the following:

- A. This agreement is appertaining to National Express Transit's Greensboro operation on behalf of Piedmont Authority for Regional Transportation.
- B. From October 2021, any Operators who completes a split shift will be paid a \$3 differential from the rate stated in the CBA.
- C. A split shift is defined as a shift with a break of more than two hours during the day.
- D. This constitutes the parties' entire agreement and may only be modified by the parties' written mutual agreement.
- E. This agreement shall renew in 12-months increments unless reopened or terminated with 30-days written notice.

**National Express Transit
(Durham, NC)**

Teamsters Local 391

By: Stephanie Maker

By: Michael Wells

Title: Regional Vice President of Operations

Title: Candy Secretary

Dated: 11/22/22

Dated: 11/22/22

Seniority	In Union	Seniority Date
1	Yes	6/1/2005
2	Yes	2/11/2009
3	Yes	11/3/2009
4	Yes	7/5/2016
5	Yes	7/7/2017
6	Yes	10/9/2017
7	Yes	6/25/2018
8	Yes	10/3/2018
9	Yes	10/10/2018
10	Yes	10/18/2018
11	Yes	2/13/2019
12	No	3/26/2019
13	Yes	7/10/2019
14	No	8/12/2019
15	No	2/6/2020
16	No	7/27/2020
17	No	10/6/2020
18	Yes	11/9/2020
19	Yes	1/11/2021
20	No	1/25/2021
21	No	1/25/2021
22	No	6/14/2021
23	No	7/13/2021
24	No	8/3/2021
25	No	8/16/2021
26	No	9/10/2021
27	No	1/15/2015
28	No	10/22/2021
29	No	10/29/2021
30	Yes	1/4/2022
31	No	1/4/2022
32	No	3/7/2022
33	No	4/18/2022
34	No	4/18/2022
35	No	4/18/2022
36	No	4/18/2022
37	No	4/23/2022
38	No	4/27/2022