AGREEMENT

BETWEEN

LOCAL 192

AMALGAMATED TRANSIT UNION

AND

NATIONAL EXPRESS CORPORATION

EFFECTIVE JULY 1, 2019 – JUNE 30, 2022

TABLE OF CONTENTS

SECTION	NAME	PAGE NO.
60.	ACCESS TO PREMISES	
3.	AGREEMENT SUBJECT TO RECEIPT OF FUNDS	
43.	ARBITRATION	
56.	ASSIGNABILITY	
55.	ATTENDANCE POLICY	
18.	ATTENDING INVESTIGATION	
19.	BADGES AND ORNAMENTS, ETC.	
25.	BEREAVEMENT LEAVE	
41.	BIDDING OF ASSIGNMENTS	
49.	BULLETIN BOARDS	
6.	CHECK-OFF	
17.	COURT APPEARANCE	
33.	DENTAL PLAN	
21.	DESCRIPTION OF EMPLOYEE'S DUTIES IN DEPARTMENT	
39.	DESCRIPTION OF RUNS	
42.	DISCIPLINE AND DISCHARGE	
59.	DRUG AND ALCOHOL POLICY	
29	EMPLOYEE INCENTIVE	
9.	EMPLOYEES COVERED	
14.	EMPLOYEES' REPSONSIBLITY	
57.	FULL AND COMPLETE AGREEMENT	
23.	FULL TIME MOTOR COACH OPERATORS	
32.	HEALTH AND WELFARE	
26.	HOLIDAYS	
36.	HOURS AND OVERTIME	
16.	JURY DUTY	
46.	LEAVES-OF-ABSENCE	
53.	LOSS OF EMPLOYEE PROPERTY	
38.	LOSS OF WORK	
22.	MANNING OF MOTOR COACHES	
48.	MILITARY SERVICE	

SECTION	NAME	PAGE NO.
58.	MUTUAL RIGHTS AND RESPONSIBILITIES	
52.	NOTIFICATION OF AGREEMENT	
47.	OFFICERS AND COMMITTEES	
24.	PART TIME MOTOR COACH OPERATORS	
20.	PASSES	
2.	PREAMBLE	
37.	PRE-TRIP/ACCIDENT REPORTS	
11.	PROBATIONARY PERIOD (NEW EMPLOYEES)	
1.	RECOGNITION AND JURISDICTION	
51.	REDUCTION OF FORCES	
50.	REDUCTION OF ROUTES	
15.	REQUIRED PHYSICAL EXAMINATION OF EMPLOYEES	
31.	RETIREMENT	
10.	RULES AND REGULATIONS	
54.	SAFETY	
12.	SENIORITY	
13.	SERVICE LETTER	
27.	SICK LEAVE	
28.	SICK LEAVE PROCEDURE	
40.	SPECIALS	
5.	STRIKES AND LOCKOUTS	
44.	TEMPORARY/PERMANENT PROMOTION TO SUPERVISORY CAPACITY OF BARGAINING UNIT EMPLOYEES	
61.	TERM OF THIS AGREEMENT	
45.	UNIFORMS	
8.	UNION EMBLEMS	
7.	UNION MEMBERSHIP	
30.	VACATION	
35.	WAGES FOR MOTOR COACH OPERATORS	
34.	WAGES IN MANTENANCE DEPARTMENT	
4.	WAIVER PROVISIONS	

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE AMALGAMATED TRANSIT UNION, LOCAL DIVISION 192
AND
NATIONAL EXPRESS TRANSIT SERVICES CORP

This Agreement is made and entered into between NATIONAL EXPRESS TRANSIT SERVICES CORP, referred to as "THE COMPANY", and LOCAL 192 of the AMALGAMATED TRANSIT UNION, referred to as "THE UNION."

WITNESSETH:

In consideration of the premises and of the respective promises, agreements and covenants of the parties hereto, they do hereby mutually agree as follows, to wit:

SECTION 1. RECOGNITION AND JURISDICTION

(A) The Company recognizes the Union as the Collective Bargaining Agent for all employees except manager, dispatcher, shop foreman, shop superintendent, all office employees, supervisors, guards and watchmen as defined in the Labor Management Relations Act of 1947.

(B) The Company will not, during the term of this Agreement, recognize any other Union or organization as the bargaining agent for employees covered by this Agreement.

SECTION 2. PREAMBLE

(A) The purpose of the Agreement is to provide a working understanding between the Company and its employees, through their duly accredited representatives, affecting hours of labor, wages and basic working conditions and to establish a means of settling any and all grievances, disputes and controversies arising between the Company and its employees, and pursuant to said purposes, the parties observed and enforced by both the Company and the Union.

(B) Non-Discrimination Clause—There shall be no discrimination in hiring, promotion or other aspects of employment because of Sex, Race, Creed, Color, Age, National Origin, Sexual Preference, Gender Identity, or ~~Physical~~ Disability unrelated to the job duties or on the basis of Union membership.

(C) Contravention's of Laws—It is understood and agreed that the provisions of this Agreement shall be subordinate to any present or subsequent federal, state or municipal law or regulation to the extent that any portion hereof is in conflict therewith, and nothing herein shall require the Company to do anything inconsistent with the charters, franchises, indeterminate permits, certificates of convenience and necessity, or laws under which it may from time to lime operate or exist, nor anything inconsistent with the orders or regulations of any competent government authority having jurisdiction to issue the same.

The Company shall comply with all federal, state and local laws and regulations governing wages, hours and working conditions. All employees shall receive the higher of (1) the wages and/or benefits provided for by the Agreement or (2) the wages and/or benefits provided for by federal, state and/or local laws and regulations, except that, if any such federal, state or local law or regulation exempts them from employees covered by a collective bargaining agreement, the provisions of this Agreement shall control.

SECTION 3. AGREEMENT SUBJECT TO RECEIPT OF FUNDS

(A) The parties hereto expressly acknowledge that the terms of this Agreement are subject to the receipt of certain funds by ~~the City of Vallejo~~ Soltrans, or any successor contracting entity, for the operation of

~~Vallejo Transit~~ public bus services in Solano County. Specifically, the terms of this Agreement are subject to receipt by ~~the City of Vallejo~~ Soltrans, or any successor contracting entity, of annual grants from the Federal Transit Administration (FTA), from the State Transit Assistance fund, from the Northern Toll Bridge revenue fund, and from the State Transportation Development Act fund, in the sums applied for by ~~the City of Vallejo~~ Soltrans, or any successor contracting entity.

(B) Should ~~the City of Vallejo~~ Soltrans, or any successor contracting entity, require negotiations as allowed by the terms of the Service Agreement with ~~MV~~ the Company, then the terms of this Agreement pertaining to wages shall be subject to mutual review, and if mutually agreed may be renegotiated.

(C) ~~In the event the City of Vallejo becomes the successor of Vallejo Citizens Transit Corporation or in the event that the Company's contract with the City of Vallejo is terminated, the terms of this Agreement expire.~~ In the event the Company's contract with SolTrans (or its successor) is terminated, the terms of this Agreement expire.

SECTION 4. WAIVER PROVISIONS

(A) No employee shall be permitted to waive any of the benefits of this Collective Bargaining Agreement. No waiver or consent to employment under conditions other than as specified in this Agreement may be asserted by any party, unless there is a signed written supplement to this Agreement, executed by a duly authorized official of the Union and the Company in advance of any deviation from the terms of the Agreement.

(B) No official of the Union has authority to orally modify any of the terms of this Agreement. Stewards are not vested with authority to make any deviation from the terms of this Agreement.

SECTION 5. STRIKES AND LOCKOUTS

During the term of this Agreement, the Union agrees not to engage in any strike, slowdown, or work stoppage. The Company agrees not to engage in any lock-out of its employees. The Union will not honor any picket lines established by any organization against the Company unless sanctioned by the Central Labor Council and/or the International Union. Employees violating the terms of this Section shall be subject to immediate termination, and shall have all rights contained in the Grievance Procedure of this Agreement.

SECTION 6. CHECK-OFF

The Company agrees to check-off and remit to the Secretary-Treasurer of Local 192, Amalgamated Transit Union, monthly from the pay of each employee who is a member of Local 192 of the Amalgamated Transit Union, and who has so authorized the Company in writing, all membership dues in the union of such employee. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms or liability of any kind, which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Section.

SECTION 7. UNION MEMBERSHIP

All employees within the scope of this Agreement shall become Members of the Union in good standing as a condition precedent to continued employment with the Company. Any new employees within the scope of the Agreement, shall, within thirty-one (31) days of the date of their employment, become Members of the Union and shall thereafter remain Members in good standing as a condition precedent to continued employment with the Company.

SECTION 8. UNION EMBLEMS

Union employees will be permitted to wear the emblems of the Union on service uniforms so long as the uniforms are not damaged.

SECTION 9. EMPLOYEES COVERED

The Company shall furnish the Union with the names of all employees covered by this Agreement entering or leaving service monthly. This report will include classifications and the dates of entering or leaving. This report will be emailed to Local 192 by the 5th of each month in an xlsx format.

SECTION 10. RULES AND REGULATIONS

(A) It is agreed that all existing rules and regulations as contained in the Company Employee Handbook ~~revised November 1, 2015~~ dated 2019-2020 and the Maintenance Safety Handbook dated 2019-2020 not in conflict with the provisions of this Agreement, shall remain in effect until superseded or changed by subsequent rules and regulations adopted by the Company. The Company shall furnish the Union with a copy of any proposed changes of the existing rules and regulations or new rules and regulations which are to be put into effect by the Company prior to its effective date. The Union shall have the right to bargain over any said changes and shall be furnished a copy of proposed changes at least thirty (30) days prior to the proposed effective date of such changes.

(B) All employees and the Union will be given a copy of the Company Employee Handbook and the Maintenance Safety Handbook and all rules and regulations, and any changes that may be implemented during the term of this Agreement.

SECTION 11. PROBATIONARY PERIOD (NEW EMPLOYEES)

(A) All new employees hired by the Company will serve a probationary period of ninety (90) working days in which to demonstrate their ability to properly carry out their duties. If within twelve (12) months the Company finds that false information was given that materially would significantly affect the acceptance of the application, the new employee shall be dismissed by the Company. ~~or the~~ If the Company later finds that ~~the~~ an employee gave false information regarding conviction of either a felony or a misdemeanor involving theft or moral turpitude (sexual based crimes), such employee shall be dismissed by the Company.

(B) The Company may at its sole discretion discipline, suspend, terminate, disqualify or discharge probationary new employees. The Union and the probationary new employee have no recourse to the grievance or arbitration procedure regarding the Company's exercise of its discretion to discipline, suspend, terminate, disqualify or discharge probationary employees. Probationary period may be extended by mutual agreement between the Company and the Union; agreement to extend the probationary period shall not be unreasonably withheld.

(C) The commencement date of the probation period for all employees shall be defined as the first day of employment with the Company.

(D) Any discipline received by an employee while on probation may be made the subject of the grievance process should the Company use it for progressive disciplinary purposes within the one-year review period.

SECTION 12. SENIORITY

(A) Departmental seniority shall govern in all layoffs, bidding for assignments and vacations.

(B) Employees shall be advanced to a higher classification provided the employee is competent to perform the assignment. The Company shall be the sole judge of the qualifications and competency of the employee.

(C) Employees changing from one department to another within the bargaining unit shall be given a trial period of ninety (90) days in a new position; employees who are found not qualified for the position or who wish to return to their former position within ninety (90) days shall be returned to their vacated position without loss of seniority.

(D) Employees who change departments within the bargaining unit shall after the ninety (90) day trial period in the new department lose their seniority in the department from which they have transferred and their new department seniority shall start at the date of commencement of work in the new department. Their company seniority will be carried with them along with all benefits already earned. Employees transferring to a Company position outside the bargaining unit shall have a ninety (90) day trial period, and may voluntarily return, or be returned by the Company to the bargaining unit without any loss of seniority. Employees shall not be allowed to bid under any circumstances during the trial period. Employees returning under these circumstances shall be given available work within their classification(s), and not allowed to bid until the next scheduled bid. An involuntary return or disqualification by the Company may be made the subject of the grievance and arbitration procedures of the Agreement.

(E) Department seniority shall prevail and the following shall be considered separate departments:

1. Motor Coach Operators
2. Maintenance

(F) The seniority rank of new employees will be determined by a lottery drawn among all qualified Operators on the last day of training. When two or more Operators are released from training the same day, the Union will determine the seniority ranking by conducting a drawing of numbers for those released.

(G) Continuity of service shall be broken and seniority shall terminate:

1. By resignation;
2. By discharge;
3. By failure to conform to the provisions of Section 51 of this Agreement;
4. By absence of three (3) or more consecutive regularly scheduled work days without communicating with the Company;
5. By layoff of twelve (12) consecutive months or more;
6. By total absence due to sickness or injury beyond a twelve (12) consecutive month period, unless consented to in writing by the Company;
7. For leaves-of-absence other than those provided for in this Agreement.

(H) The Company will maintain a seniority roster which shall be posted on the bulletin board to which employees will have access at all times. Any protest in the seniority roster must be made within thirty (30) days from the date of posting, posting shall occur within five (5) days from start of employment of said employee, or the end of Operator training or such roster will stand as correct, indisputable errors excepted. The classification seniority date and date of hire of each employee will be shown on the seniority roster. Questions of seniority will be determined by the Union.

SECTION 13. SERVICE LETTER

Employees who have been in the service for ninety (90) days or more who leave the service shall upon request be promptly furnished a service letter stating the time and service while in the employment of the Company.

SECTION 14. EMPLOYEES' RESPONSIBILITY

The Union recognizes that the business of the Company is advantageous to its employees and agrees to assist the Company in any reasonable manner to the end that unjust burdens be removed. It also agrees to encourage its members to exert their best efforts to promote a greater patronage of the Company's facilities and reduce accidents to a minimum.

SECTION 15. REQUIRED PHYSICAL EXAMINATION OF EMPLOYEES

It shall be the duty of each employee to arrange for and take the biannual Medical Recertification Physical examination required by State law. The Company will pay in full for all examinations needed to maintain a California Drivers' License Class A or B provided the employee is examined by CDAT, Kaiser on the Job, or any other doctor appointed by the Company. ~~the appointed Company doctor. Should the employee desire to be examined by a doctor of his or her own choice, the Company will pay such chosen doctor for such examination(s), with a maximum $40 employee contribution.~~ The Company will pay one hours pay to all employees who take this biannual Medical Recertification Physical.

SECTION 16. JURY DUTY

(A) All full time motor coach operators, shop personnel, part-time motor coach operators on bid run of thirty (30) days or more shall be paid for time performing jury duty.

(B) Pay for such jury time shall only be paid to those employees who are scheduled to work on the day or days of jury duty. The employee may retain any jury pay received.

(C) The employee shall contact the Company Dispatcher to receive instructions as to returning to the facility to work for any part of his/her work day when he/she is released from jury duty.

(D) All National Express employees who receive a notice to appear and physically report for a jury assignment, on his/her regular scheduled workday shall be paid as follows:

1. Eight hours straight time pay for eight or fewer hours jury duty.
2. Eight hours straight time pay for eight or fewer hours combined jury duty and work.
3. If the combined time spent for jury duty time and work exceeds 8 hours, the employee will be paid straight time for the total of the combined hours. Overtime premium will be paid only if the total work hours exceed 8 hours.

(E) Employees shall produce written evidence from the Court Clerk stating the time of day of release from jury duty or selection. Any employee returning to work without such written time of day shall not be paid.

SECTION 17. COURT APPEARANCE

An employee required to make a court appearance on behalf of the Company shall be paid the amount that they would have earned in their regular day's assignment plus their necessary expenses. When required to make a court appearance on their day off employees will be paid a minimum of 4 hours at the appropriate rate of pay.

SECTION 18. ATTENDING INVESTIGATION

(A) When employees are required by the Company to attend investigations either at or away from the Company's facility, they will be paid for wages lost, if any, suffered by them and necessary expenses which are authorized and approved by the Company.

(B) In case employees are required by the Company to attend investigations on their days off, time off, or lunch period, they shall be paid for the actual time so consumed at their regular or over time daily rate.

(C) The filing of any false charges shall be subject to disciplinary action.

SECTION 19. BADGES, ORNAMENTS, ETC

Employees will not be required to bear the expense of Company badges, or ornaments or service insignia, name plates, ticket punches, rule books or other equipment necessary to the execution of their duties, but they will be held accountable for same. If lost or rendered unserviceable beyond that occasioned by ordinary wear and tear, operators will be required to pay for same at replacement prices.

SECTION 20. PASSES

All employees who complete their probationary period who wish to obtain a pass for transportation over the lines of the Company for a spouse, dependent child eighteen (18) years or younger or dependent child over eighteen (18) years of age and attending high school or college as a full time student will be required to obtain an individual photo ID. The first photo ID will be provided by the Company. If the ID is lost, stolen, misplaced, or destroyed, the employee will pay $10.00 for replacement ID. Effective July 1,2006, subject to the advance approval of the Company's client, dependents of employees legally acting in "loco parentis" will be able to obtain a subject pass subject to submitting the pass request in writing and providing sufficient verification of such status.

Application for spousal and dependent passes must be submitted in writing. Upon request, verification of marital or dependent status must be provided.

SECTION 21. DESCRIPTION OF EMPLOYEE'S DUTIES IN DEPARTMENT

(A) Motor Coach Operations:

1. Student: One who is assigned to learn the route and Company procedure.

2. Trainee: A student who is assigned to a driver to learn the route.

(B) Maintenance:

1. Service Employee: Duties are cleaning and servicing of vehicles and maintenance

facilities.

2. Advanced Service Employee: The work at this level involves making repairs that can be accomplished by removing and replacing. Work at this level involves replacement of minor items as required and more complex replacements at the direction of a higher technician level or Supervisor. For example, common minor replacement items would include, but are not limited to, belts, leveling valve, filters, miscellaneous switches and valves, seats, light bulbs and reflectors, windshield wiper blades, tires and wheels, decals and other minor parts or components that require minimal mechanical aptitude. Technicians at this level shall check, change and adjust all fluid levels (e.g., engine oil, hydraulic oil, transmission oil, coolant, power steering fluid, and windshield washer and be proficient at preventative maintenance inspections and procedures).

3. Entry Level Mechanic: The work at this level involves making repairs that can be accomplished by removing, replacing, adjusting, or cleaning defective parts or components. Can perform basic diagnostic procedures on mechanical, air, and electrical systems. Can perform component overhauls with supervision.

4. Mechanic Advance Level: The work at this level involves diagnosing, repairing, and/or overhauling major components and systems such as engines, transmissions, differentials, and transaxles/transmissions, electronic fuel injection systems, emission control systems, brakes, suspension and steering systems, body and glass, and related electrical, electronic, hydraulic, fuel and other assemblies without supervision.

5. Bus Stop Utility Worker: The work at this level involves maintaining bus stops, bus shelters and transit centers at the Company and customer facilities, cleaning around the area, removing trash and graffiti, power washing the transit centers around bus stop and bus shelters, changing LED light bulbs and fixing and replacing batteries of solar panels at bus stops; removing weeds from around bus stops and bus shelters, installing temporary bus stop poles and replacing bus stop blade signs, and restickering route numbers; cleaning the external yard of the Company's facility, ensuring the power washer and weed-wacker are properly fueled to avoid damage to the operation of the tool; and any other cleaning tasks as assigned.

Any position [s] to be filled within Maintenance Department will be posted for at least seven (7) calendar days during which all interested employees may apply for such position(s) using a form provided by the Company. The Company will interview all available applicants prior to filling the position(s). It is the Company's goal to promote from within and advance those employees from within. The Company will make every effort to allow those employees with the seniority the opportunity to advance; however, the final decision for promotion lies within the sole discretion of the Company, which may take into account such factors as experience, past job performance, interpersonal skills, ability to manage and other job related qualifications.

All Maintenance employees changing from one classification to another classification shall be given a trial period of sixty (60) working days in the new classification; employees who are found not qualified for the classification or who wish to return to their former classification shall be returned to their vacated classification without loss of seniority.

All classifications under Section 21 are required to have a Class B license.

SECTION 22. MANNING OF MOTOR COACHES

Company Supervisors and Administrators will not drive any motor coach of the Company unless the regular

full time and part-time list of motor coach operators are depleted, and no full time or part-time motor coach operators are available to perform the assignment at the time the run is scheduled to depart. Occasional non-revenue public relations service may be operated at Management discretion. The Company shall select Operators for this non-revenue public relations service.

Maintenance supervision is not to use tools of the trade other than for instruction except during unforeseen circumstances. The Union shall be contacted and an agreement will be reached before any work is performed on a company vehicle by anyone other than an ATU 192 local member.

SECTION 23. FULL TIME MOTOR COACH OPERATORS

(A) A full time motor coach operator is defined as an employee whose seniority number is equal to the number of regular bid runs or is a full time extra board position. A minimum of 70% of active operators will be full time operators. Of the seventy percent at least five (5) will bid a full time Extra Board position.

(B) A full time motor coach operator will receive full benefits as defined in the contract. And as noted below part time operators may receive medical coverage as described in Section 24.

(C) Regular full time motor coach operators will have two consecutive days off. ~~with the exception of a f~~ Full time 4/10 (four days a week/10 hours a day) motor coach operators ~~and~~ shall have ~~three~~ two (2) consecutive days off and one (1) additional day off in the same work week.

(D) Extra Board Operators
The extra board shall be structured by position with consecutive days off attached to an Extra Board Operators' position. Extra Board operators are full time operators and will be paid at least 40 hours per week. The maximum spread on the Extra Board Operators' work day will be 13 hours. Extra Board Operators will be paid the run pay of their assignment. Extra Board Operators reporting for cover will be guaranteed at least two hours pay for the report. All extra board work will be filled by Extra Board Operators before using other full time operators. After there are no full time operators available to do the work on the extra board part time operators may be assigned.

When assigning extra board work the Board will rotate one position per day by alpha rank. First in will get first out by time in most cases. Extra Board Operators will not be split more than three times in the 13 hour spread.

(E) Elapse Time
Elapse time exceeding any 12-hour period up to the 13th hour shall be paid an additional ½ time.

SECTION 24. PART TIME MOTOR COACH OPERATORS

(A) All motor coach operators who do not fill the requirements of a full time operator will be considered as a part-time motor coach operator. A Part Time Operator is an Operator who is paid a minimum of 5 hours per day/25 hours per workweek and can work up to 35 hours per workweek. The maximum hours of a part timer per week may from time to time be exceeded due to the demands of extra work. Part Time Operators will be scheduled for two consecutive days off per week.

(B) When there are no full time motor coach operators available, on a voluntary basis, part- time motor coach operators may be assigned to do extra work.

(C) A part-time employee will earn four (4) hours each month sick leave for the first sixty (60) days

beginning the first day of the month following commencement of work; thereafter eight (8) hours a month in which an employee works.

(D) A part-time employee will earn four (4) hours a month vacation for the first sixty (60) days beginning the first day of the month following commencement of work; thereafter eight (8) hours a month in which an employee works.

(E) If at any time the City of Vallejo increases service, the number of operators receiving full time benefits will increase accordingly. If the City of Vallejo decreases service, the number of operators receiving full time benefits will decrease accordingly.

(F) All vacancies to Full Time Operator positions shall be made available to Part-Time Operators by their seniority before the Company hires from the outside. When a part time operator during a bid cycle refuses to select an available full time position, then during the next bid cycle and thereafter that operator shall not have any seniority rights to bump any operator from a permanent or temporary full time bid.

(G) Full Time Operators wanting to go to the Part Time Operator classification will go to the bottom of the Part Time classification and lose Full Time Operator seniority. Should the Operator go back to Full Time Operator again, they will start at the bottom of the full time classification.

SECTION 25. BEREAVEMENT LEAVE

All employees with one (1) year of service shall be granted three (3) working days leave with straight time pay for bereavement leave or attending the funeral or memorial service occurring in the immediate family of such employee or the employee's spouse. The term "spouse" includes domestic partners. The immediate family shall be defined as the employee's spouse, and the employee or the employee's spouse's son, daughter, step and foster children, father, mother, brother, sister, grandfather, grandmother, grandchildren, current father-in-law, mother-in-law, and significant other. If an employee desires more than the three (3) working days leave, the employee may use up to ~~three (3)~~ seven (7) days of vacation at the employee's option. ~~Said request to be approved by the Company.~~ Upon mutual agreement of the Company and the employee, an employee may use more than seven (7) vacation days or take an unpaid leave of absence. If the ~~three (3)~~ vacation days are used, they will be taken from the end of the employee's scheduled vacation.

The employee must complete a Bereavement Leave form provided by the Company before the Bereavement Leave is paid.

Any employee found to have made a false claim for Bereavement pay shall be subject to dismissal.

If Bereavement Leave occurs when an employee is on any other kind of leave, Bereavement Leave ~~will not be paid~~ shall be used in lieu of any other kind of leave.

SECTION 26. HOLIDAYS

(A) The following days shall be considered holidays:

NEW YEAR'S DAY
MARTIN LUTHER KING DAY
PRESIDENT'S DAY
MEMORIAL DAY
FOURTH OF JULY

LABOR DAY
VETERANS DAY
THANKSGIVING DAY
THE DAY AFTER THANKSGIVING DAY
CHRISTMAS DAY
THE EMPLOYEE'S BIRTHDAY

(B) Employees may be required to work on any of the above listed holidays.

(C) All regular full time motor coach operators working a bid run during the holiday shall be paid for the holidays even though not scheduled to work on the holiday. Said employee shall be paid for eight (8) hours straight time pay.

(D) All part-time motor coach operators who have worked the same bid run for thirty (30) days or more shall be paid for the Holiday that falls after the thirty (30) days, provided they are working the same run for that period after the holiday. Pay is eight (8) hours.

(E) Employees who are scheduled to work and who work on holidays shall be paid for the number of straight time hours they work on such holidays plus holiday pay for eight (8) hours.

(F) Employees may have the option to work any special work or run on any of the above holidays and/or Sundays with overtime over eight (8) hours.

(G) Employees who do not work on a legal holiday will be paid eight (8) hours at their regular straight time rate of pay for the holiday, provided, such employee completes their work day prior to the holiday and on their scheduled or assigned work day after the holiday.

(H) Employees off on Union business or excused by the Company the day before or the day after the holiday shall be considered as having worked.

(I) Any employee who requests the scheduled holiday off will be allowed to take off on the holiday, in seniority order, as long as another employee is available to work. Birthday holiday scheduling must be within 30 days of the birthday if not taken on the employee's birthday.

SECTION 27. SICK LEAVE

(A) All regular full time employees who have been continuously employed shall accrue sick leave credit up to twelve (12) days per year.

(B) Employees may accumulate all unused sick leave.

(C) A Union employee who has accrued in excess of thirty (30) days sick leave may sell back to the Company a maximum of ten (10) days at fifty (50%) percent of the value of said accrued sick leave during the first pay period of December of each calendar year.

(D) The Company shall have the right to request a doctor's certificate of an employee's inability to work due to sickness or injury after the second day of sickness or injury.

(E) Employees shall be entitled to sick leave benefits due to being off work for sickness on the first scheduled working day.

(F) Any employee found to have made a false claim for these benefits shall be subject to dismissal.

(G) Any employee who notifies the Company of a personal problem concerning drug abuse or alcoholism shall be granted a leave-of-absence. This leave-of-absence will be for the purpose of entering and successfully completing a bona-fide alcohol or drug program.

(H) In the event an employee does not successfully complete a bona-fide alcohol or drug program, the Company shall have the right to discharge said employee.

(I) An employee who is off sick must exhaust their sick leave.

(J) Persons retiring at age 62 with 20 years service with the Company may sell back unused sick leave at 50% of the value of said sick leave.

SECTION 28. SICK LEAVE PROCEDURE

(A) Union employees will be required to advise the Company Dispatcher at least five (5) days prior of a pending doctor's appointment, except in an emergency, so as to allow the dispatcher time to reallocate his/her assignment accordingly so that the individual employee can be relieved from any responsibility of the assignment for that particular date for a maximum of a four (4) hour period. Additional time off for medical appointments may be approved by the Company, as needed. While at the appointment the employee will notify the Company that additional time is needed for a medical appointment, if at all possible.

(B) Union employees having a doctor's appointment who are granted time off will be paid sick leave benefits for that time period, providing they have sick leave benefits coming under the current Agreement and they provide the Company with a doctor's note.

(C) Employees whose doctors have instructed them not to return to duty due to their physical condition will immediately notify the Dispatcher the same day and no later than within twenty-four (24) hours, as to the length of off-duty time.

(D) When required, for absences in excess of two (2) days, employees must furnish medical evidence of disability or sickness by a licensed healthcare provider.

(E) All employees off due to sick leave will advise the Dispatcher prior to 3:00 p.m. on the day preceding their return to duty.

SECTION 29. EMPLOYEE INCENTIVE

(A) MOTOR COACH OPERATORS:

Any motor coach operator who has no days of absence, no chargeable accidents, chargeable incidents, and no write-ups within a four-month period shall receive $300.00.

No penalty shall be assessed for bereavement leave, vacations, union business, jury duty, "excused absences," court appearance with verification, or emergencies with verification. "Excused absences" do not include sick leave, leaves-of-absence, workers compensation leave, disability leave, family leave, or suspension days.

Part-time motor coach operators working an assigned bid run or combination of bid runs for the full four

months who meet the requirements wall be paid $300.00. All other part-time motor coach operators who meet the requirements will be paid $150.00.

Such payment shall be paid in a separate check no later than the last payroll period of December, April and August.

(B) SHOP EMPLOYEES:

Any employee who has no days of absence in the first quarter shall receive one hundred twenty- five ($125.00) dollars; the second quarter shall receive one hundred fifty ($150.00) dollars; the third quarter shall receive one hundred seventy-five ($175.00) dollars; the fourth quarter shall receive two hundred ($200.00) dollars; at the end of the calendar year, employees shall be paid two hundred fifty ($250.00) dollars for perfect attendance.

Such payment shall be paid to the employee in a separate check no later than the last payroll period in the month after the end of each quarter.

No penalty shall be assessed for bereavement leave, vacations, union business, jury duty, "excused absences," court appearance, or emergencies with verification. "Excused absence" does not include sick leave, leaves-of-absence, workers compensation, disability leave, family leave, or suspension days.

If in any quarter an employee is not eligible for the bonus, the employee will start again at the one hundred twenty-five ($125.00) dollars.

The Company supports voluntary certification by the National Institute for Automotive Service Excellence (ASE). The Company will reimburse technicians for the registration and test fees for ASE Certification Tests which are taken. These include Automotive/Light Truck, Medium/Heavy Duty Truck and School Bus Certifications.

The Company will provide an annual $1,000 bonus for those that obtain and maintain an ASE Master Technician certification status. This is payable on July l, each year. If a technician becomes Master Certified in more than one of the Certification groups, i.e. Automotive/Light Truck, Medium/Heavy Duty Truck or School bus, they are eligible to receive an additional $500 annual bonus. A copy of the technicians' certificate must be submitted to the General Manager for pay-out. All certificates must be kept current to be eligible payment. Technicians must wear the ASE emblem on their uniform.

SECTION 30. VACATION

(A) Neither regular full time employees nor part-time employees shall be entitled to any vacation leave with pay until they have been employed by the Company for at least one (1) year.

(B) All full time employees shall be entitled to an annual vacation in accordance with the following schedule:

Number of years of service	Maximum number of days of vacation
1 to 4 years	12 days
5 to 14 years	18 days
15 to retirement	25 days

(C) Employees shall accumulate vacation beginning the first day of the month following

commencement of work.

(D) Vacation pay shall be based only on run pay.

(E) Vacations will be bid Sunday through Saturday according to seniority on the first working day of November and will end by the 15th of December. Employees who have not yet completed one (1) year of service by December 15 may bid according to seniority for vacation they are entitled to take at their one (1) year anniversary.

(F) Vacation bids will be chosen by seniority preference, with each employee having a maximum of one hour and streamline the sign up by use of proxy bids to select their vacation period from time of notification of their bid. If a driver is unable to be present during their bid, they will leave their proxy bid with a Company Supervisor.

(G) Once an employee has chosen or been assigned a vacation period as provided in this Section, said employee shall not be entitled to change the chosen or assigned period or break up the scheduled period so that part of the vacation may be taken during the chosen or scheduled period and part during another period of time. Except, vacation periods that become permanently open due to retirement, death, quit may be filled by an employee who experiences unforeseen circumstances and need the time off. They may move their existing vacation and that opening vacated by them will not be filled.

(H) All vacation periods shall begin on a Sunday.

(I) All employees will be paid at the hourly rate in effect at the time the vacation is taken.

(J) Employees may split their vacations. Splits will be allowed in the following manner:

Employees entitled to twelve (12) days:
Two (2) five (5) day periods with two (2) personal days; one ten (10) day period with (2) personal days; one twelve (12) day period.

Employees entitled to eighteen (18) days:
Three (3) five (5) day periods with three (3) personal days; one ten (10) day period, one (1) five (5) day period with three (3) personal days; one fifteen (15) day period with three (3) personal days; one eighteen (18) day period.

Employees entitled to twenty-five (25) days:
Five (5) five (5) day periods; four (4) five (5) day periods with 5 personal days; Three (3) five day periods with ten (10) personal days; one (1) ten (10) day period, one (1) five (5) day period with ten (10) personal days; one (1) fifteen (15) day period with one (1) five (5) day period and five (5) personal days; one twenty (20) day period and one (1) five (5) day period.

Employees who desire to use the two (2), three (3,) five (5) or ten (10) personal days may do so by either of the following ways:

1. Employees may bid up to three (3) personal days at the time they bid their vacation, and use the remainder of days upon request by requesting the day or days at least five (5) days but not before thirty (30) days before the day or days requested.

2. Employees who desire to use the two (2), three (3), five (5) or ten (10) personal days may

do so by requesting the day or days desired at least five (5) days but not before thirty (30) days before the day or days requested.

All personal days will be granted on a first come first served basis, upon the request be submitted with the date and time stamped on the request slip and the Company will respond in writing and posted to the request within five (5) days upon receipt of said request.

SECTION 31. RETIREMENT

(A) ATU National 401(k) Pension Plan.

The Company will participate in the ATU National 401(k) Pension Plan (the "Pension Plan") and Employees may participate in this Pension Plan, pursuant to the terms set forth in this Section and in the Adoption Agreement signed on September 24, 2013 (ATTACHED), except as modified by any subsequent written Adoption Agreements signed by both parties. To the extent that any terms of this Section conflict with the terms of the Adoption Agreement, the Adoption Agreement shall govern.

(B) Employee Contributions.

Voluntary Employee Pre-Tax Savings Contributions: Maximum of 100% of Compensation (after required income and payroll tax withholding), but not to exceed the Pension Plan's deferral limitations or a minimum of $10.00 per payroll period or 1% of Compensation, whichever is less. The annual deferral limitation is $19,500, as indexed (participants age 50 or above can elect additional withholdings up to $6,500 annually).

Roth Contributions: Maximum 100% of Compensation (after required income and payroll tax withholding), but not to exceed the Pension Plan's deferral limitations or a minimum of $10.00 per payroll period or 1% of Compensation, whichever is less (not to exceed the lesser of 100% of Compensation or $19,500, as indexed when combined with Employee Pre-Tax Savings Contributions).

(C) Employer Contributions.

For employees who participate in the Pension Plan and defer a minimum of fifty-five ($55) per month into the plan, the Employer will contribute one hundred dollars ($100) per month into the Pension Plan on the employee's behalf (for those months when the employee defers $55).

(D) Member Eligibility.

For employees employed by MV prior to July 1, 2013 and subsequently hired by National Express: Such employees are immediately eligible for participation in the Pension Plan during the first payroll period after the first day of employment.

For all new employees of National Express not employed by MV prior to July 1, 2013: All fulltime and part-time employees who have completed six (6) months of employment are eligible to participate in the Pension Plan.

(E) Retirement Bonus.

Any employee retiring within twenty (20) or more years of service with the Company, of which at least fifteen (15) years are full-time service, the Company shall pay the employee a five thousand dollar ($5,000.00) Retirement Bonus. The employee may, if allowed by the Pension Plan and lawful, have the

Retirement Bonus deferred into their individual account in the Pension Plan.

[The remainder of this page is intentionally left blank.]

ATU National 401(k) Pension Plan
Adoption Agreement

1. A. Employer Name: National Express

   B. Employer Identification Number: _____

   C. Officer/Manager executing Agreement: _____

2. Employer's Address and Telephone Number: _____

3. Employer Contact Person (Payroll): _____ Phone: _____

4. ATU Local Union ATU Local 192

5. Term of Current Collective Bargaining Agreement: _____

6. Effective Date for Participation in 401(k) Plan: 10/1/2013

7. Eligible Class: X All ATU Bargaining Unit Employees

   (Check all that apply) ____ *All Non-Bargaining Unit Employees

   ____ *Other (Specify) _____

** Plan excludes Highly Compensated Employees (annual compensation of $115,000, as indexed).*

8. Length of Service for Eligibility:

   X For employees employed by MV prior to July 1, 2013 and subsequently hired by National Express:
   Immediate – First payroll period after the first day of employment;
   and

   X For all new employees of National Express not employed by MV prior to July 1, 2013:
   All full-time and part-time employees who have completed six (6) months of employment are eligible to participate in the ATU National 401(k) Plan.

9. Employee Contributions

Voluntary Employee Pre-Tax Savings Contributions: Maximum 100% of Compensation (after required income and payroll tax withholding), but not to exceed the Plan's deferral limitations or a minimum of $10.00 per payroll period or 1% of Compensation, whichever is less. The annual deferral limitation is $17,500, as indexed (participants age 50 or above can elect additional withholdings up to $5,500 annually).

Roth Contributions: Maximum 100% of Compensation (after required income and payroll tax withholding), but not to exceed the Plan's deferral limitations or a minimum of $10.00 per payroll period

or 1% of Compensation, whichever is less (not to exceed the lesser of 100% of Compensation or $17,500 when combined with Employee Pre-Tax Savings Contributions)

10. Automatic Deferral Provision Confirmation *(mark one)*

_____ Automatic Deferral Provision language adopted and/or ratified in CBA (collective bargaining agreement) *(if selected must complete #11).*

__X__ Automatic Deferral Provision language not adopted and/or ratified in CBA (collective bargaining agreement) *(if selected skip to #12).*

11. Automatic Deferral Provisions

Unless a Participant makes an Affirmative Election to defer compensation to the plan or to not participate in the plan the Employer will withhold _____% of Compensation each payroll period. *(Minimum of 3% up to a maximum of 10%, as stated in the CBA.)*

Participants Subject to the Automatic Deferral Provisions

a. New Employees (any employee eligible to participate in the plan and hired after start of current collective bargaining agreement) and all participants of a Newly Negotiated Plan Agreement.
b. Current Employees and participants of a revised Plan Agreement *(mark one)*
   _____ The above stated percentage, except those who are deferring an amount which is at least equal to or greater than the Automatic Deferral Percentage.
   _____ The above stated percentage, except those participants with a Salary Reduction Agreement in place.

Scheduled increases *(mark one)*

(i) _____ No scheduled increases.
(ii)_____ An initial percentage will increase by 1% of Compensation per year up to a maximum of 6% of Compensation.
(iii)_____ In accordance with the following schedule:
1 – 2 years = 3%
3 years = 4%
4 years = 5%
5 years + = 6%.

12. Employer Contribution and Employer Matching Savings Contribution: Complete (i) if an Employer Matching Savings Contribution is to be made based on the Employee's salary deferral (item no. 9 or 10) and/or (ii) if the Employer is making a mandatory Employer Contribution.

(i) Employer Matching Savings Contributions:

_____% of the Employee's Pre-Tax Savings and Roth Contribution up to _____ % of Compensation; and/or
_____% of Employee's Pre-Tax Savings and Roth Contributions up to the maximum of $_____.

9/24/13 9/24/2013

(ii) Mandatory Employer Contribution is as follows: For employees who participate in the ATU National 401(k) Plan and defer a minimum of fifty-five ($55) dollars per month into Plan, the Employer shall contribute one hundred dollars ($100) per month into the Plan on the employee's behalf.

THE TOTAL OF EMPLOYER AND EMPLOYEE CONTRIBUTIONS CANNOT EXCEED $51,000, AS INDEXED, OR 100% OF COMPENSATION IN A CALENDAR YEAR.

13. Does this Employer contribute to any other pension plan on behalf of Eligible Employees?
_____ Yes __X__ No

Provide details: include amount of contributions (e.g. percentage or cents per hour) and type of plan (e.g. defined benefit or defined contribution).

_____

_____

14. Employer's Payroll is:
(a) _____ weekly (c) _____ monthly
(b) __X__ every two weeks (d) _____ other: please specify _____

9/24/2013 9/24/2013

ALL CONTRIBUTIONS ARE DUE TO THE FUND WITHIN 10 BUSINESS DAYS OF THE PAYROLL DATE.

Upon the execution of this instrument the Employer hereby adopts the Amalgamated Transit Union National 401(k) Pension Plan and its governing trust agreement.

BY: _____ DATED: 9/24/2013
Employer

BY: Yvonne M. Williams DATED: 9/20/13
ATU Local Union

BY: _____ DATED: _____
Board of Trustees

SECTION 32. HEALTH AND WELFARE

The Company will provide Kaiser Foundation Health Plan, Inc. If there are not sufficient employees covered by the Kaiser Plan, then the company will require the number of employees to be covered by the Kaiser Plan in order to keep said plan in effect, in the order of reverse seniority.

The Company will reimburse employees for any expenses incurred because of a difference in coverage between the Kaiser Plan which it purchased and the Kaiser Plan in effect under the predecessor employer as of the Company's start up on July 1, 2013.

The Company's Kaiser Plan will be covered under the $5.00 Provider Visit/$5.00-100 day Prescription option.

The Company's contributions to the Plan are as follows:

A. For employee only:

The company will pay 100% of the monthly premium for the employee.

1. For employee plus one the Company will pay 55% effective July 1,2005, 65% effective July 1, 2006, and 75% effective July 1, 2007. For employee family rates the Company will pay 60% effective July 1, 2005, 70% effective July 1, 2006, and 75% effective July 1, 2007.

2. Part time operator effective the first year can get medical coverage with the Company paying 35% of the premium. In the second year the Company will pay 50% of the premium and in the third year the Company will pay 75% of the premium. The part time operator will only get coverage after the 90 day probationary period is complete.

Any Union full time employee wishing to receive a cash payment in lieu of coverage under the Kaiser Foundation Health Plan Inc., shall collect the amount of $220.00 per month during the life of this Agreement.

All part time motor coach operators who have worked the same bid run for thirty (30) days or more shall be entitled to Health and Welfare benefits after 30 days for the employee only with the option to receive the cash payment. Once enrolled in the Health and Welfare, employee will pay for the premiums when they are not on the same bid run.

VISION CARE - The Company will pay 100% of the premium which does not include deductible and co-pay.

SECTION 33. DENTAL PLAN

The Company will provide for only regular full time employees and their dependents the MetLife Dental Plan, and will reimburse employees for any expenses incurred because of the difference in coverage between the MetLife Plan and the Delta Dental Service Plan benefits in effect in the labor agreement under the predecessor or employer, as of the Company's start on July 1, 2013.

Effective July 1, 2005, the Company will pay 100% of the premium for employee only, plus one will be $70 offset, and family rate offset will $80. Effective July 1,2006, the Company will pay 100% for employee only, plus one will be $80 offset, and family rate offset will be $90. Effective July 1, 2007, the Company

will pay 100% of the premium for employee only, plus one is $80 offset, and family rate offset will be $100.

SECTION 34. WAGES IN MAINTENANCE DEPARTMENT

MAINTENANCE					
		7/1/19	3/18/20	7/1/20	7/1/21
		2.00%	2.00%	4.00%	4.00%
SERVICE EMPLOYEE	$18.48	$18.85	$19.23	$20.00	$20.80
BUS STOP UTILITY EMPLOYEE	$18.48	$23.10	$23.10	$24.02	$24.98
ADV SERVICE EMPLOYEE	$22.36	$22.81	$23.26	$24.19	$25.16
ENTRY LEVEL MECHANIC	$26.47	$27.00	$27.54	$28.64	$29.79
MECHANIC ADV LEVEL	$28.96	$29.54	$30.13	$31.34	$32.59

The Company will provide a $150.00 tool allowance for each Advanced Service employee. The Company will provide a $250.00 tool allowance for each Entry Level Mechanic.

The Company will provide a $300.00 tool allowance for each Mechanic Advanced Level.

Tool allowances are to be paid twice a year on June 30 and December 31 of each year for the life of this Agreement.

In the event wage rates for Advanced Service Employees, Entry Level Mechanics, and/or Mechanics Advanced Level need to be increased to comply with the California minimum wage, Mechanic Advanced Level wage rates shall be 9.4% above Entry Level Mechanic wage rates and Entry Level Mechanic wage rates shall be 19.85% above Advanced Services Employee wage rates.

SECTION 35. WAGES FOR MOTOR COACH OPERATORS.

OPERATORS					
		7/1/19	3/18/20	7/1/20	7/1/21
		2.00%	2.00%	4.00%	4.00%
~~TRAINEE~~ STUDENT	$13.00	$13.00	$13.00	$13.00	$13.00
TRAINEE/STEP 1 (0-6 MONTHS)	$17.87	$18.23	$18.59	$19.34	$20.11
STEP 2 (6-12 MONTHS)	$19.56	$19.95	$20.35	$21.16	$22.00
STEP 3 (12-24 MONTHS)	$20.66	$21.07	$21.49	$22.35	$23.25
STEP 4 (AFTER 24 MONTHS)	$23.87	$24.35	$24.83	$25.83	$26.86

An employee who is breaking in a trainee shall receive an additional ~~forty-five cents (45)~~ five percent (5%) per hour over his/her regular wage while performing this duty. Prospective drivers riding on buses to learn routes shall not be considered trainee motor coach operators.

Trainees driving buses to learn routes are not Students. After completion of eight (8) weeks of service as a Student excluding absences, the employee shall earn the Trainee/Step 1 rate of pay.

SECTION 36. HOURS AND OVERTIME

(A) The straight time work week for employees shall not be more that forty (40) hours to be performed within five (5) days to be worked between Sunday and Saturday, both inclusive. A straight time work day shall consist of not more than eight (8) hours exclusive of meal periods.

(B) All employees covered by this Agreement shall receive time and one-half for all work or time on duty as follows:

1. In excess of eight (8) hours in any one day.

2. In excess of forty (40) hours in any one week.

3. On their regular days off.

4. In the event that bid run time in a regular run is changed, the bid pay time in the run will be paid at overtime rate, unless the Company provides the driver involved, with a forty-eight (48) hour notice of said change.

(C) Employees will have the option as to whether or not he/she will accept and perform any extra work outside of their regular bid assignment.

(D) For pay purposes of straight time worked, employees will be paid for actual time worked.

(E) For pay purposes of overtime worked, such pay shall be only for the actual overtime worked, as per Section (A) of this Section.

(F) The Company shall maintain and post a list of employees who volunteer to work on their days off, and shall exhaust said list before calling other employees to work on their days off. This shall apply for every bid cycle. Operators that refuse the extra work on their days off when called on three consecutive occasions shall be removed from the day-off work list for the remainder of the bid cycle. Operators may, the work day prior to their days off, notify in writing the Company that for a particular day off they are unavailable for personal reasons. In those cases when the Company cannot provide 60 minutes notice, said extra work shall then be filled by any available Operator. Routinely, the Company shall fill and notice day off work requirements by the work day before. Operators may indicate the minimum number of hours they are willing to work.

(G) Any employee taking off after the start of his or her run for personal reason will only be paid for the actual time worked.

(H) Any employee who is called to work whether or not they work, or any employee who is called back to work after completing his/her scheduled day of work, and has left any company facility without being notified of additional work shall be guaranteed a minimum of 2 hours pay at the applicable rate.

When the Company adds new equipment to an employee's assigned job function and the Company determines it is necessary to train the employee on that equipment, the employee will be paid their appropriate rate for time spent in such training. Employees are subject to mandatory Safety Meetings and

the Meetings will be scheduled for not less than two (2) hours. VTT training will be made a component of these meetings.

(H) Overtime - All things being equal, overtime work will be distributed as equally as possible.

SECTION 37. PRE-TRIP/ACCIDENT REPORTS

(A) For pay purposes of pre-trip inspections, fifteen (15) minutes will be paid as designated on the run sheets.

(B) For pay purposes, the following will be paid for post-trip inspections:

1. For runs that have a report time at the facility: 3 minutes.
2. For runs that do not have any report time at the facility: 5 minutes.

(C) For pay purposes a maximum of fifteen (15) minutes will be paid for accident reports completed off Company premises. For reports completed on Company premises employees will be paid a minimum of thirty (30) minutes or actual time spent completing the report. When it is necessary for an employee to report to the Company to fill out an accident report they shall be paid travel time from the point of relief.

SECTION 38. LOSS OF WORK

When an employee incurs loss of work resulting solely by reason of error on the part of the Company, the employee will be reimbursed for pay actually lost by reason thereof.

SECTION 39. DESCRIPTION OF RUNS.

To facilitate the operation of the provisions of this Agreement, all motor coach operators will be supplied with a description of each run and assignment and will be promptly advised of any change. Each assignment will be designated by number and its description will include all details in connection therewith.

SECTION 40. SPECIALS

The Union recognizes that good and efficient service requires the use of some specials. However, the Company agrees that such use will be confined to as few as the service requires.

SECTION 41. BIDDING OF ASSIGNMENTS

Full Time and Part Time Operator Bids / Sign Ups

(A) Bidding will be held three times a year in March, July and November and the runs will take effect on the first Sunday of April, August and December. The bidding of runs will take place on three consecutive days mutually agreed upon by both the Company and the Union. The complete detailed run guides and complete run sheets shall be put out no less than five (5) working days before the start of the bidding process. Any additional bid required by paragraph (F) of this section will be held on three consecutive days mutually agreed upon by the Union and the Company, and the runs will take effect on the second Sunday after the completion of the bidding of runs.

(B) The first day of bids will start with the top 1/3 seniority drivers, the second bid day will be the next 1/3 eligible bid drivers and the last bid day will be the remaining 1/3 eligible bid drivers.

(C) All bids will be submitted to the Company on the proper form supplied by the Company. Bids must be submitted by 12 noon on the day of your bid and the bids will be posted by 2:00 p.m. the same day. The remaining runs will be posted.

(D) Run pick bidding will be conducted in accordance with the procedure allowing each driver to indicate a selection of bids in an amount up to and including his/her number on the seniority roster for the night that he/she will bid. Once an operator selects a run bid he/she shall remain on the selected run for the remainder of the bid, except in case of emergency. For purposes of this section, an "emergency" is a rare occurrence when a natural disaster, a police presence, a special event, or unanticipated road work require either additional work or an alteration in the regular runs. Regular incidences of short staffing do not constitute an emergency. Notwithstanding the foregoing, an operator, at his/her option, may agree with the Company's request that he/she drive an alternate run in a non-emergency situation.

(E) An employee during a period of disability leave will be allowed to submit a bid for the first regular bid cycle.

(F) An additional bid will be held if any one of the following changes occur to any run after the initial bid process is completed:

1. Pay hours are increased or decreased by thirty (30) minutes or more
2. Start or Ending time is changed by thirty (30) minutes or more
3. Change in route
4. Service additions) or reduction(s)

Additional bids required by (F) will start with the number one driver and terminate with the last affected driver.

(G) The operator who bid on a run shall suffer no loss of pay due to any change in his/her bid run for the duration of the bid cycle.

(H) An additional bid may be held by mutual agreement by the Company and the Union.

(I) For those operators not present at their designated time to bid, or have not submitted a bid proxy, an authorized Union representative shall bid on their behalf.

(J) The Company agrees to recognize a Drivers' Committee comprised of up to four (4) Union representatives and/or Union officials, all of whom will be appointed by the Union President. The Drivers' Committee will meet with up to four (4) representatives of the Company within one (1) week of the Company's receipt of the blocking from SolTrans for regular bids and as soon as practicable upon the Company's receipt of the blocking from SolTrans for emergency changes to bids. The Company and the Drivers' Committee may schedule further meetings as necessary to finalize the run cut. The purpose of the Drivers' Committee is to address Operator concerns in a cooperative manner, provide a means for Operators to provide input and suggestions for more efficient operations of the system; and/or raise any other issues of interest or concern from the Operators. The Company and the Union further commit to utilize these meetings to create as many full-time runs as possible, to make as many full-time runs at least forty-hours per week as possible, and to minimize the amount of spread time for part-time runs as much as possible, dependent on client workload and operational needs.

Maintenance Bids / Sign Ups

Maintenance shift bids will be conducted two times per year in the first week of November and the first week of May at a mutually agreed to date and time. The Union will be furnished prior to the Sign Up a copy of bid shifts. Employees will bid their shifts and days off in date of hire classification seniority order. The effective date of the bid shall be the first Sunday of the month following each respective bid, unless the Company and the Union agree to another date.

The Company will maintain and post prior to each Sign Up a seniority list which shall show the ranking within classification and the time to report to choose their shift. The authorized Union representative shall bid for employees who do not appear nor leave a proxy for bidding.

SECTION 42. DISCIPLINE AND DISCHARGE

(A) No employee will be disciplined, discharged, suspended, nor will adverse entries be made in their personnel record except for just and sufficient cause.

(B) The Company will notify the employee and the Union Representative in writing within ten (10) business days from the date of knowledge of the occurrence forming the basis for the discipline or discharge. No employee will be disciplined, discharged, or suspended unless the employee is furnished a copy of the precise and complete charge against them, with a copy to the Union Representative and the Union Headquarters within ten (10) business days. Such written statement will be hand delivered to the employee by the Company with a receipt.

(C) Non-Formal Procedure: The Company and the Union are encouraged to discuss disciplinary/contract claim issues informally as soon as possible prior to a formal grievance processing with the intent of resolving issues at the lowest possible level in an expedient manner.

(D) A grievance, together with the grievance and arbitration procedures set forth below, shall be the sole and exclusive means for the Union and the bargaining unit members to seek to remedy any alleged violation of this Agreement by the Employer.

Claim/Grievance processing shall be as follows:

STEP 1: The aggrieved employee(s) must through their Union representative present the grievance in writing to the Operations Manager within fifteen (15) business days of the time the employee(s) received the disciplinary notice or the Union knew or reasonably should have known of the event or condition giving rise to the grievance. If a satisfactory settlement is not reached with the Operations Manager within ten (10) business days the Shop Steward or alternate shall submit the grievance in writing to the Union's Business Agent or designee.

STEP 2: The Union's Business Agent or designee shall then request in writing a formal meeting with the General Manager or her/his designee within ten (10) business days of the Company's unsatisfactory response in Step 1. A decision must be given to the Union Business representative within ten (10) business days of said meeting or the grievance moves to the next step.

Upon mutual agreement the parties may request the FMCS to appoint a mediator prior to the Step 3 Arbitration. The FMCS mediator may issue a non-binding decision.

STEP 3 Arbitration: Should the matter not be resolved in a manner satisfactory to the Union or the Company in Step 2, the Union or the Company may request a Step 3, Arbitration, as outlined in Section 43 below.

Any grievance, controversy, or dispute of claim arising under this Agreement and not submitted according to the foregoing procedure shall be foreclosed for all contractual purposes.

(F) At any hearing, the employee and the Union Representative will be allowed to question all witnesses, and be allowed to read all papers and documents pertaining to the charges. Information requests will be acknowledged and responded to in a timely manner.

(G) Saturdays, Sundays and holidays shall be excluded in the calculation of the time limits provided in this Article 42 and Article 43 (Arbitration).

(H) The following guidelines will be used for suspension and dismissals during a twelve (12) month period:

FIRST OFFENSE	WRITTEN WARNING
SECOND OFFENSE	ONE (1) DAY SUSPENSION – UNPAID
THIRD OFFENSE	TWO (2) DAY SUSPENSION – UNPAID
FOURTH OFFENSE	THREE (3) DAY SUSPENSION – UNPAID
FIFTH OFFENSE	CITED FOR DISMISSAL

Disciplinary action charged on the personal record of an employee shall not be used against an employee after a period of one (l) year from date of the offense, and shall be expunged from the employee's records. All disciplinary action that refers to safety matters shall remain in said employee's file.

If an employee has been suspended and on the suspension date is off on disability, sick leave or vacation, the suspension day or days will be rescheduled when the employee returns to work.

(H) Customarily, the Company will not suspend or remove from service any employee until the completion of an investigation, the discipline is prescribed, and the exhaustion of Step 1 and Step 2 of the grievance procedure. However, the Company may immediately suspend an employee from active service for serious offenses and place the employee on administrative leave until investigation is complete. Serious offenses include intoxication or use of drugs or alcohol while on duty, dishonesty, insubordination, or serious chargeable accident. Any Union employee exonerated of such charges shall be compensated for all lost wages, medical benefits, and seniority as a result from being removed from service. Employees suspended from work pending drug/alcohol test results will be paid until the results are known.

(I) In cases of discharge or suspension, adverse potations on an employee's record more than one (1) year old as of the date of the incident under investigation, will not be taken into consideration or be admissible as evidence.

(J) Discipline about complaints to the Company from passengers that are found to be valid, about Union employees, shall be expunged from the employee's record after six (6) months from the date of complaint.

(K) Employees shall have the right to Union representation at any investigatory interview or any other interview that the Company conducts with bargaining unit employees.

(L) Any of the above time limits in the grievance and arbitration procedures may be waived or extended by mutual agreement of the parties in writing.

SECTION 43. ARBITRATION

(A) Any grievance, dispute or controversy, arising under this Agreement, may be submitted to Arbitration after the completion or mutually agreed waiver of the Step Two Formal Meeting.

STEP 3 Arbitration:

Arbitration shall be conducted by a neutral Arbitrator selected by the parties as indicated below.

(B) Within ten (10) business days of the Union's determination that the matter cannot be resolved by the Step 2 Formal Meeting decision and the parties do not agree to use mediation, the Union will submit the matter to Arbitration by giving written notice to the General Manager of its demand for Arbitration, setting forth the matter or matters to be arbitrated.

(C) The parties shall select the neutral arbitrator from a list of seven arbitrators listed below by the toss of a coin and the alternate strike method until one arbitrator remains.

The Arbitrators shall be struck from a list consisting of Alexander Cohn, Luella Nelson, Fred Butler, Doug Collins, Barry Winograd, John Kagel and Morris Davis. The selection of the arbitrator shall be made within 30 days of the receipt of the request for arbitration.

(D) The Arbitration shall be held by the neutral Arbitrator at a time mutually agreeable to all parties: if the parties are unable to agree, the Arbitrator shall select the date and time.

(E) The expense of the neutral Arbitrator shall be borne equally by the parties.

(F) The written award of the Arbitrator shall be final and binding on the employee, Union and Company. Arbitrators' awards shall not be subject to judicial review by a court on behalf of any party, except to confirm and enforce the Award. The Collective Bargaining Agreement shall be a submission agreement. The neutral Arbitrator shall not have the authority or jurisdiction to add to, detract from, alter, modify, or otherwise amend in any way any provision of this Agreement The Arbitrator shall hold a hearing and receive evidence and arguments on the issues submitted to her/him. Arbitration shall be limited to the issues specifically set forth in the written grievance or notice of discipline or discharge which have not been resolved in the previous steps of the grievance process. The parties may by mutual agreement combine grievances pending arbitration.

(G) Expedited Arbitration: Expedited arbitrations will be used in all suspension cases involving three (3) days or less; attendance cases involving suspension or discharge: and in cases involving pay claims. Any other cases may be heard by this process if mutually agreed to by the parties. The following procedures shall apply in all expedited arbitrations:

1. Neither party may be represented by an attorney.

2. Evidence will be presented by the Company and the Union advocates, and the parties will make every effort to stipulate to the relevant facts.

3. It is the intent of the parties that the neutral Arbitrator will render a bench decision, and render a written summary of the decision in writing within five (5) calendar days after the conclusion of the hearing.

4. The Arbitrator's award shall be final and binding upon the parties. The award and summary shall not serve as a precedent and may not be cited or relied upon by either party in any other expedited or regular arbitration.

5. The parties will select one (1) arbitrator to serve as the primary neutral arbitrator in all expedited cases. That person shall set aside one (l) day every other month to hear as many expedited arbitrations as possible. The parties and the arbitrator may also agree on other dates in any month to hear additional cases,

6. The parties will also select a back-up neutral arbitrator who will hear expedited cases only if the primary arbitrator is unavailable.

7. For a one-year period following the effective date of this Agreement the Company and the Union have agreed to the following panel:

a. Fred Butler (Primary Arbitrator)
b. Barry Winograd (Back-up Arbitrator)

8. Either party may permanently strike the primary arbitrator after the one-year period following the effective date of the Agreement. If that is done, the back-up arbitrator will become the primary arbitrator, and a new back-up arbitrator will be mutually selected by the parties. If the back-up arbitrator does not wish to become the primary arbitrator, the parties will mutually select a new primary arbitrator.

9. In the event the parties cannot mutually agree upon the selection of a primary or back-up arbitrator, they shall request a list of seven (7) names from the Federal Mediation and Conciliation Service. The parties shall flip a coin to decide who will strike first and will then alternately strike names from the list until one (1) person is left who will become the arbitrator. If that person is not willing to serve as arbitrator, the parties will request another list(s) and follow the above procedure until an arbitrator is selected.

10. All costs related to Expedited Arbitration shall be evenly split between the parties.

SECTION 44. TEMPORARY / PERMANENT PROMOTION TO SUPERVISORY CAPACITY OF BARGAINING UNIT EMPLOYEES

(A) It is hereby agreed between the parties that the Company may at its discretion elect bargaining unit employees to serve on a temporary basis in a supervisory capacity without being classified as a supervisor. Such employee shall perform the duties assigned to such employee by management. During such temporary assignments such duties shall not include the right to hire, fire, suspend, discipline or demote bargaining unit employees. All temporary positions will be posted, including job description and qualifications, pay, etc., and all employees shall have a right to apply for such positions.

(B) While serving in such temporary supervisory position, the bargaining unit employee involved will accumulate seniority in the classification in which said employee was working immediately prior to being selected as a temporary supervisory employee. The Company will notify the Union of temporary supervisory personnel and continue union dues. Bargaining unit employees may temporarily serve in supervisory positions for up to 90 days.

(C) Union Stewards and Co-Stewards shall not be allowed to serve as a temporary supervisory employee while serving as Union Steward or Co-Steward with the Union.

(D) Bargaining unit employees serving as temporary supervisory employees shall be paid forty-five (45) cents per hour, based on an eight (8) hour day, over and above the Straight time hourly rate paid to such employee immediately prior to being selected as a temporary supervisory employee.

(E) When a bargaining unit employee is appointed to and accepts a permanent non-bargaining unit position and the employee subsequently returns to his /her former position within ninety (90) days after his/her appointment, he / she shall be returned to his / her former position with seniority. All positions vacated as a result of the original appointment will be filled behind. The right to return with seniority in the Union shall apply once for each employee.

(F) When an employee is temporarily transferred to a higher paid classification, they shall receive the rate of pay for that higher classification for all hours worked in that classification. If an employee is temporarily transferred to a lower classification they shall continue to be paid their regular rate of pay.

(G) During any temporary or permanent assignment to a non-bargaining unit position, the employee shall terminate his/her bidding rights and shall not participate in any bidding/sign up. Upon returning to the bargaining unit from a temporary assignment or within ninety (90) days from a permanent assignment, the employee shall be placed on the Board until the next bid / sign-up.

SECTION 45. UNIFORMS

(A) The following uniforms shall be supplied without charge to the maintenance employees and motor coach operators:

1. Shop Employees:

Mechanics: Eleven (11) sets of pants/shirts and eleven (11) coveralls. Utility Workers: Eleven (11) sets of pants/shirts and six (6) coveralls. Cleaning to be paid by the Company at the cleaners specified by the Company. Employees will get a maintenance jacket Upon ratification, each maintenance employee will be issued a pair of rain boots and a rain coat each to be replaced as needed determined by the Company. Maintenance employees will receive on an annual basis a $125 dollar safety shoe voucher to be used towards the purchase of safety OSHA approved shoes.

2. Motor Coach Operators:

The Company will provide uniforms trousers and shirts and pay cleaning of the same.

(B) Employees shall immediately deliver to the Company upon termination of employment for any reason, all uniforms furnished under the terms of this section.

(C) Operators may choose a Company issued jacket to be provided by the Company and replaced as determined by the Company. The jacket will be worn while employee is on duty.

(D) Company issued hats will be paid for by the Company.

SECTION 46. LEAVES-OF-ABSENCE

(A) Employees may be granted leaves-of-absence of thirty (30) days or more without loss of seniority, limited to a maximum of three (3) months or for a longer period by mutual agreement, provided that employees make written application to the Company for such leaves-of-absence, stating all reasons for

which the same is desired. Any member of the Union who holds office, or shall be elected to any office in the Union which requires his/her absence from the Company, shall upon retirement from said office, be placed in his/her former position with full accumulated seniority and rate of pay.

Upon receipt of a written, dated and signed request from an employee for leaves-of-absence placed in a box provided for that purpose in the Dispatcher's Office, Management personnel in charge shall grant or deny the request, photocopy the same and either personally deliver the response or deposit in the employee's mail slot.

(B) Days off without pay may be granted or denied upon request as long as drivers are available, slips must be submitted at least five (5) days but not more than thirty (30) days prior to the day the driver wants off, if not submitted within at least five (5) days prior to the day requested off, the day may be denied. In case of an emergency the five (5) day waiting period will be waived. If more than one driver requests the same day, the driver that requested the day off the earliest should be granted. Notification of the reason for denial shall be in writing and/or approval should be posted the next calendar day.

Employees, who requested a leave for any number of days and were denied but take leave, may be required to furnish documentation of illness or emergency. Request by the Company for documentation shall be made at the time of call in. Failure to provide requested documentation will result in disciplinary action and denial of pay.

(C) Any Union employee who is off for five (5) days or more without pay must submit a leave-of-absence request, except those off due to workers comp or state disability. Any absence more than five (5) days must be approved by the Company in writing. Any employee who fails to have Company approval shall be considered absent without leave and may be dismissed.

(D) Any Union employee during a leave-of-absence or disability leave will be allowed to submit a bid only for the first regular bid cycle.

(E) Any Union employee on an unpaid leave-of-absence, workers comp, state disability, unpaid sick leave of thirty (30) days or more may continue their medical/dental coverage by pre-paying all premiums by the fifth (5th) day of the month of coverage until they return to their full time employment.

The Company will provide information on the amount. Failure to pay any premium by the fifth (5th) day will terminate coverage.

(F) Any Union employee on a leave-of-absence will not receive pro-rated sick leave or vacation.

(G) Any Union employee on a leave-of-absence will not receive holiday pay.

(H) Upon request, Shop Stewards will be allowed time off at the Union's expense to conduct Union business. This will allow Shop Stewards to be available to handle grievances and other employee related issues that may arise. A Shop Steward or other Union representative shall be present, whenever employees are counseled or disciplined, or during any investigatory interview or any other interview that the Company conducts with employees.

With at least forty eight (48) hours notice, prior to the five (5) PM board posting, the Company shall grant ATU Officers and Stewards at least six days per month time off at the Union's expense to conduct Union Business. Such requests shall be given priority over any other request for time off.

SECTION 47. OFFICERS AND COMMITTEES

(A) The Union agrees to notify the Company in writing of the duly accredited representatives and committees representing the Union, immediately upon their election or appointment to such offices.

(B) Any Official Committee meeting called by the Company shall be paid at the hourly rate of pay.

SECTION 48. MILITARY SERVICE

The Company will comply with all State and Federal Laws pertaining to military leave.

SECTION 49. BULLETIN BOARDS

The Company will provide the Union with a bulletin board. The Union shall have the right to post on the bulletin board notices and meetings (regular, special or social) and bulletins of general, civic, or patriotic interest of the employees at the facilities covered by this Agreement. Any notice posted by the Union or on its behalf shall not be derogatory, offensive, or injurious to the employer's interest or its customer, and shall be signed by an authorized representative of the Union.

SECTION 50. REDUCTION OF ROUTES

(A) The Company shall have the sole right to reduce the scheduled number of routes as well as service on all routes.

(B) If either or both routes and service are reduced, employees shall be laid off in reverse order of their seniority. Upon the request of the Union, the Company shall bargain over the effects of any reduction of routes.

SECTION 51. REDUCTION OF FORCES

(A) When forces are reduced, employees shall be laid off in reverse order of their seniority and will automatically be placed on a waiting list.

(B) Employees laid off in full force reductions shall be taken off the waiting list and returned to regular service as vacancies occur, or as forces are increased. Employees must file their names and addresses with the Company's Supervisors when laid off, and advise him/her promptly of any change in address. ~~Employee when notified~~ After notification at the last known address to report for work, ~~he/she~~ the Employee will return to work as quickly as possible, but in no case later than ten (10) days after the date of signed receipt of the notice. Failure to respond within this time period will result in removal of the Employee's name from the roster. ~~from U S Postal Service date, he/she shall be considered out of service and his/her name will be removed from the roster.~~ Upon the request of the Union, the Company shall bargain over the effects of any reduction of forces.

SECTION 52. NOTIFICATION OF AGREEMENT

(A) National Express shall inform each new employee at the time of his or her employment of the existence of this Agreement, and refer the employee to the ATU Local 192 representative.

(B) ATU Local 192 shall have, at its option, a minimum of fifteen (15) minutes, but not to exceed a maximum of sixty (60) minutes, of instruction time during each training cycle of new employees, for the

purpose of orientation.

SECTION 53. LOSS OF EMPLOYEE PROPERTY

The loss of any employee's property resulting from hold-up, robbery, accident, violence, or riot, or theft of property while on duty which loss is substantiated by a police report shall be reimbursed by the Company. Such reimbursement shall be paid upon submission of a merchant's or vendor's receipt identifying the property replaced. Reimbursement shall be limited to replacement of a watch (not to exceed $50.00), prescription eyeglasses (not to exceed $200.00), operator's license and any required endorsements. National Express will, not reimburse the loss of an employee's personal property other than a watch, prescription eyeglasses, operator's license and any required endorsements.

SECTION 54. SAFETY

The Company, its employees and the Union agree to abide by all local, city, state, and federal safety rules, regulations and laws. Any failure to abide may be made the subject of a grievance under the Agreement. Unsafe conditions of work should be immediately brought to the attention of responsible Company officials. The parties are encouraged to handle safety issues in house prior to resorting to regulatory authorities.

The Company will maintain, provide and furnish safeguards, devises and procedures to promote a safe working environment. Devices will include face shields or goggles, respirators, and gloves as needed for specific tasks for safety purposes.

The Company has a duty to maintain a safe work environment for all employees. In order to do so, the Company shall take seriously and investigate all complaints from employees regarding violent, threatening and disruptive passengers.

There shall be a Joint Safety Committee made up of two appointees each from the Company and the Union. The Committee shall hold meetings quarterly (every three (3) months) unless there is an agreement not to meet. The Committee shall review safety issues, safety rules and procedures, and recommend any changes that will help improve the workplace.

If there is a verifiable assault against an employee who is on duty, the Company shall immediately refer the employee to the Company's Employee Assistance Program (EAP) for confidential trauma debriefing and therapy. The Company shall pay the employee for time missed on the date of the assault. The employee has the right to request a personal leave of absences, use available sick time and/or vacation time to cover any additional time off, as required by the Company's EAP doctor.

SECTION 55. ATTENDANCE POLICY

You are important to the overall success of our operation and an important factor in our total team effort. Maintaining a good attendance record is vital towards our success. An unexpected absence or tardiness can impact our ability to provide on-time transportation service to our customers.

To facilitate quality service through the regular attendance of employees, this attendance policy has been established.

Definitions:

Tardy is an occurrence whereby an employee reports to work one (1) to five (5) minutes after their starting

time. Employees with a tardy must work.

Miss-out is reporting late more than five (5) minutes and up to ninety (90) minutes.

Absence is one or more days missed due to a non-work related illness or injury where the employee has no sick leave or not notifying the Company at least 90 minutes before the employees' start time.

Late Call is a failure to call or report more than 90 minutes and up to 180 minutes after the employees' start time.

No Call/No Show is an absence where by the employee fails to report for work and/or fails to notify the General Manager or designated person after 180 minutes of their start time.

Employee Responsibility

Employees must notify the General Manager or designated person if they are not going to be on time, or if they are going to be absent. Such report must be at least ninety (90) minutes before their scheduled start time in order to allow for a replacement employee to cover their shift.

If an employee is off sick more than two (2) days, management reserves the right to require employees to verify time off from a physician or Nurse Practitioner before returning to work. If the employee is off work more than two (2) days, the employee must contact the Company by 3:00 PM on the second day of the continued absence of their return. When returning to work from the sick list, they must notify the General Manager or designated person by 3:00 PM the day before they are to return to work.

Any event of three (3) consecutive days of No Call/No Show will be considered job abandonment and a voluntary quit.

Failure to complete entire shift

Failure to complete the work shift assigned will result in an absence.

Attendance Point System

Attendance will be tracked using a "floating point system." Each employee will be allowed up to a total of eight (8) points during any floating three (3) month period, or twenty (20) points per floating twelve (12) month period.

An employee will be discharged if they exceed more than 8 points during any floating three (3) month period or twenty (20) points during any floating twelve (12) month period.

Schedule of Points

Tardy	½ point
Failure to complete shift	1 point
Miss-out	1 point
Late Call/Absence with sick leave	1 point
Late Call/Absence without sick leave	2 points
Proper Call/Absence with sick leave	0 points

Proper Call/Absence without sick leave	2 points
No Call/No Show	3 points

Maintenance personnel will not receive tardy points but may receive miss-outs. An employee can only be given a maximum of three (3) points in one day.

Regular attendance is a vital factor in each employee's job performance and is weighed heavily at evaluation time. Excessive absenteeism may result in a lower performance rating and may lead to discipline, up to and including termination.

Disciplinary Notice Requirements

Employees will be issued written notices indicating their attendance point status for Attendance Policy infractions within ten (10) business days when the employee reaches four (4) points or greater in the floating three (3) month period and at twelve (12) points or greater in a floating twelve (12) month period. All notices will have all the applicable dates and points of the employee's record for that period. The Company and the Union will follow the disciplinary and discharge steps in sections 42 and 43 of the Collective Bargaining Agreement. AH employees will be counseled and made aware of consequences of further points and given a copy of the Attendance Policy point system. Employees who believe the written documentation indicating their attendance point status is incorrect may file an appeal within ten (10) days of written notice.

Other Rules

Any absence or occurrence due to unusual or extraordinary circumstances and the employee believes the absence or occurrence was beyond their control may within five (5) days request that the absence be excused.

In deciding whether to excuse the absence or occurrence the General Manager or designated person shall review the circumstances presented by the employee in light of the purposes of this Attendance Policy which is to prevent excessive absenteeism but not to discipline employees who regularly come to work, shall act fairly and impartially in deciding whether to excuse an absence.

Any absence of one or more days will only be charged two (2) points.

Points will not be given for work related illness or injuries, approved leave of absence, previously scheduled time off recognized holidays, military leave, suspensions, Union business, jury duty, or approved schedule changes. Points will not be given where an employee has a proper call in and enough sick leave accrued to cover the absence.

Any employee who does not accrue any points in a rolling three (3) month period will lose the oldest attendance event.

In the case of an employee who receives a miss out the Company will decide whether the employee is allowed to work.

Additionally, any tardy or miss-out that occurs on a day that the General Manager or designated person declares a weather or traffic emergency will not be counted as an occurrence.

SECTION 56. ASSIGNABILITY

This Agreement shall be binding upon the successors and assignees of the parties and no provision, terms or obligations shall be affected, modified, altered or changed by the consolidation, merger, sale, transfer or assignment of either party. This Agreement shall not be affected, modified, altered or changed by a change in ownership or management of either party.

This does not include the condition of the Company changing from a private to a public Company.

SECTION 57. FULL AND COMPLETE AGREEMENT

During the negotiations resulting in this Agreement, the Company and Union had the unlimited right and opportunity to make demands and proposals in regards to the terms and conditions of employment for employees represented by the Union. This Agreement comprises the total and entire agreement between the Union and Company pertaining to wages, rate of pay, hours of employment, and other terms and conditions of employment with respect to employees covered by 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 issues and items found in the current Agreement and issues and items that were discussed but did not result in terms within the Agreement.

Any changes to this Agreement by addition, waiver, deletion, amendment, or modification must be in writing and signed by the President/Business Agent for the Local and General Manager for the Company. Any issues and items that affect the terms and conditions of employment of employees covered by this Agreement and not discussed or a part of the negotiations that resulted in this Agreement may be made the subject of the grievance and arbitration process.

SECTION 58. MUTUAL RIGHTS and RESPONSIBILITIES

(A) The Union and Management agree that both have obligations and responsibilities to see that the objective of The Company in providing the public with an efficient transit system is attained. Management has the duty to execute the traditional responsibilities of Management to attain this goal and the Union recognizes the Management responsibilities. Management in turn recognizes its responsibility to treat employees fairly and equitably. These Management responsibilities include, but are not limited to:

1. To determine the number of employees to be employed.

2. To hire employees, promote and determine their qualifications.

3. To determine the methods, means, and facilities by which operations are conducted.

4. To close down, or relocate the Company's operation. The right to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.

5. To introduce new or improved machines, tools, equipment, property, research, service, maintenance methods, training programs, and materials used to increase efficiency.

(B) Technology Rights. The Company may employ existing and new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the drivers and the motoring, cycling or pedestrian public. The intent of this Section is not punitive, but intended for corrective action, coaching, and counseling. 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 the Company 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 the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company agrees not to utilize any technology described herein for purposes of surveillance or in a discriminatory manner in any way. The Company shall meet with the Union before implementation of new technology in order to explain and clarify the use and effects of said technology. The Company shall fully explain any new technology -and fully train the affected employees before the implementation of said technology as described in this Section. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

SECTION 59. DRUG & ALCOHOL POLICY

Drug and Alcohol Policy and Employee Assistance Program

A. The parties have elected to adopt the Federal Drug and Alcohol Substance Abuse Policy language as the Drug and Alcohol Abuse Policy they shall adhere to and make part of this Agreement. The National Express' Drug and Alcohol Policy, effective April 12, 2018 ~~July 1, 2010 as revised 7/28/2012~~ has been reviewed. Such provisions are expressly made part of this Agreement. Furthermore, it is agreed that the Voluntary Rehabilitation language in the policy is intended to protect an employee's job should an employee utilize that section of the policy. Any reference to termination in the Voluntary Rehabilitation section does not apply to this Agreement.

B. The Company shall offer an (EAP) Employee Assistance Program to all employees at no cost to the employee.

SECTION 60. ACCESS TO PREMISES

The Company agrees to admit to its facility, during its operating hours, the authorized representative of the Union for the purpose of observing the application of this Agreement, to investigate working conditions and adjust grievances. These activities may not interrupt the Company's working schedule or interfere with the work of employees.

The Union representative will inform the facility manager. Company supervisor, or office personnel on duty that they are on the property. The Union representative will observe all Company rules and safety rules while on the Company's premises. In the event of a change of representatives, the Company will be notified in writing.

SECTION 61. TERM OF THIS AGREEMENT

This Contract shall become effective on the ~~July 1, 2016~~ July 1, 2019, except as otherwise provided herein, and shall remain in full force and effect up to and including ~~June 30, 2019~~ June 30, 2022. If under this Agreement the Contractor, National Express Transit Services Corp, does not procure an extension of the Contract with the SolTrans, then National Express Transit Services Corp shall not be held liable to

abide by this Contract.

FOR THE COMPANY
NATIONAL EXPRESS TRANSIT CORP

STEPHANIE MAHER
GENERAL MANAGER

MATTHEW WOOD
CHIEF OPERATING OFFICER

FOR THE UNION
AMALGAMATED TRANSIT UNION
LOCAL DIVISION 192

YVONNE WILLIAMS
PRESIDENT/BUSINESS AGENT

DRUSILLA VELASQUEZ
SHOP STEWARD

LATRINA MEREDITH
VICE PRESIDENT

ERIC DARBY
ASSISTANT BUSINESS AGENT FOR
MAINTENANCE/CLERICAL & STORES

JOSETTE MOSS
RECORDING SECRETARY

NATHANIEL ARNOLD
COMMITTEE MEMBER

Side Letter Agreement re: Maintenance Training

This is a Side Letter Agreement between National Express Transit Company ("Company") and ATU Local 192 ("Union"). The purpose of this Side Letter Agreement is to ensure that Union represented maintenance employees are trained and certified to maintain, repair, and service the current and future fleet of Company vehicles, including electronic and zero emission skills.

To meet this joint goal, the parties agree as follows:

1. The parties shall establish a Joint Labor Management Committee (JLMC) of up to four (4) Company representatives and up to four (4) Union representatives. The purpose of this JLMC is to develop and implement skills training and career development for maintenance employees covered by this Agreement.

2. The JLMC shall have its first meeting within sixty (60) days of ratification of this Agreement. The JLMC shall develop the criteria, curricula, and assessments for training and certifying maintenance employees in electronics, zero emissions, and skill gaps, with a goal of starting the training within six (6) months of their first meeting. The JLMC shall also work cooperatively to develop opportunities for upward mobility/career progression for maintenance employees. The JLMC shall also investigate and apply for funding for these training and career development programs.

national express

COLLECTIVE BARGAINING AGREEMENT

Between

NATIONAL EXPRESS
TRANSIT SERVICES CORP.
Vallejo, CA

And

TEAMSTERS LOCAL No. 315

April 1, 2019 – March 31, 2024October 1, 2013 - March 31, 2019

AGREEMENT 1
ARTICLE 1 - RECOGNITION .....;.....1
ARTICLE 2-DEFINITION OF EMPLOYEES 1
Section 2.1 Probationary Employees.....1
Section 2.2 Regular and Full-time Employees 2
ARTICLE 3 - COOPERATIVE EFFORTS 2
ARTICLE 4 - MANAGEMENT RIGHTS 3
Section 4.1 - Company Rights 3
Section 4.2 - Technology Rights 4
Section 4.3 - Client Contract. 4
Section 4.4 5
ARTICLE 5 - SEPARABILITY 5
ARTICLE 6 - FULL NEGOTIATIONS AND COMPLETE AGREEMENT 5
Section 6.1 Full Negotiations & Complete Agreement..... 5
Section 6.2 Waiver of Bargaining During Term 5
ARTICLE 7- REPRESENTATION..... 6
Section 7.1 Union Stewards.....6
Section 7.2 Distribution of Union Literature. 6
Section 7.3 Union Business Leave. 6
Section 7.4 Union Visitation.....6
ARTICLE 8 - NO STRIKES OR LOCKOUTS..... 7
Section 8.1 No Strike or Lockout: 7
Section 8.2 Pickets:. 7
Section 8.3 Liability:.....7
ARTICLE 9 - NON-DISCRIMINATION.....,.....7
ARTICLE 10 - GRIEVANCE AND ARBITRATION. 7
Section 10.1: Grievance Procedure. 7
Section 10.2: Arbitration. 8
ARTICLE 11- DISCHARGE AND DISCIPLINE 10
Section 11.1 Discipline..... 1O
Section 11.2 Progressive Discipline:..... 10
Section 11.3 Work Rules: 11

Section 11.4 - Serious Infractions 11
Section 11.5 - Attendance 13
Section 11.6 - Safety Policy 13
Section 11.7 - Safe Vehicles 13
ARTICLE 12- SENIORITY 14
Section 12.1: Seniority Defined 14
Section 12.2: I.,ay Off 14
Section 12.3: Recall 14
Section 12.4: Termination of Seniority: 14
Section 12.5: Seniority List: 15
Section 12.6: Return of Personnel to Bargaining Unit: 15
Section 12.7 Transfer of Seniority: 15
ARTICLE 13 -BIDDIN"G PROCEDURE 16
section 13.1: Route Bidding & Vacancies: 16
Section 13.2: Review of Routes: 16
Section 13.3: Notification of Route/Work Assignment Day: 16
Section 13.4: Route Assignment & Bidding: 16
Section 13.5: Assignment of Remaining Work: 16
Section 13.6: Extra Board Driver: 16
Section 13.7: Hold-down Assignment: 17
Section 13.8: Proxy & Absentee Bids: 17
ARTICLE 14- HOURS OF WORK 17
Section 14.1: Purpose of Article: 17
Section 14.2: Workweek: 17
Section 14.3: Work Qualifications: 17
Section 14.4: Overtime: 17
Section 14.5: Meal Period: 18
Section 14.6: Rest Period: 18
ARTICLE 15 - DRUG AND ALCOHOL TESTIN"G 19
ARTICLE 16 - GENERAL CONDITIONS 19
Section 16.1: Payday: 19
Section 16.2: DRIVE: ....., ... 19

ARTICLE 17 - UNION SECURITY 19
Section 17.1: Union Membership: 19
Section 17.2: Suspension: 19
ARTICLE 18 - CHECK-OFF 20
ARTICLE 19 - ITJRY DUTY 20
Section 19.1: 20
Section 19.2: 20
Section 19.3: 21
ARTICLE 20 - FUNERAL LEAVE 21
Section 20.1: 21
Section 20.2: 21
ARTICLE 21 -PAID HOLIDAYS 21
Section 1: 21
Section 2: 22
Section 3: 22
Section 4: 22
Section 5: 22
ARTICLE 22 - VACATIONS 22
Section 1: 22
Section 2: 22
Section 3: 23
ARTICLE 23- SICK LEAVE 23
ARTICLE 24- TEAMSTERS PENSION FUND 23
ARTICLE 25- UNIFORMS 24
ARTICLE 26- HEALTH IN"SURANCE 24
Section 1: 24
Section 2: 24
Section 3: 24
Section 4: 24
Section 5: 25
Section 6: 25
ARTICLE 27 - WAGES 25

ARTICLE 28 - TERM OF AGREEMENT 27

Collective Bargaining Agreement

Between

National Express Transit Services Corp, Vallejo, CA

and

Teamsters Local No. 315

AGREEMENT

This Agreement entered into by and between National Express Transit Services Corp, Vallejo, California operation located at 1850 Broadway Street Vallejo, California, hereinafter referred to as "Company" and Teamsters Local No.315, International Brotherhood of Teamsters, hereinafter referred to as "Union."

ARTICLE 1 RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent representative for its bus operators that perform work consistent with its client contract.

Whenever used in this Agreement, the term "employees" shall mean all regular, full-time and regular part-time Drivers and maintenance employees employed by the Company, but excluding all other administrative, clerical, reservations, guards and supervisors as defined under the National Labor Relations Act case #20-RC-18346.

For purposes of this Agreement, whenever the term he, his, him or any male appellation appears, it is understood to include the female as well.

ARTICLE 2 DEFINITION OF EMPLOYEES

Section 2.1 Probationary Employees.

Effective with the ratification of the Agreement, all new employees who have never accrued seniority under this Agreement, or an employee rehired after termination, shall be in "probationary" status until he/she has completed ninety (90) calendar days. Employees who are serving their probationary period shall not have access to the grievance procedure and may be disciplined or discharged at the sole discretion of the Company.

Section 2.2 Regular and Full-time Employees.

The classification of employees is defined herein as follows:

A regular full-time employee is defined as an employee regularly scheduled to work thirty-five (35) hours or more in a workweek.

A regular part-time employee is defined as an employee whose bid regularly schedules them 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. If a part- time employee works a full- time bid more than 30 days, the employee shall be considered full time. In the event the employee who originally held the full time position returns to work, the employee who bid the full time position will be reclassified back to part time status in accordance with their seniority.

Part-time employees who are regularly scheduled to work less than 35 hours per work week, and who do not have a regular bid assignment, or who work on an irregular basis throughout the year or work weekend only shifts shall be classified as Part-Time Casual.

Except for the two (2) hour call-in/ scheduled show up pay, nothing in this Article or Agreement shall be construed as a daily or weekly guarantee of hours.

ARTICLE 3 COOPERATIVE EFFORTS

The Company and Union agree to mutually cooperate in theft efforts to promote harmony and efficiency among all the Company's employees.

It is recognized that the Company and its employees are obligated to perform essential public services and that these services must be continuously performed in a courteous, on-time, competent, efficient and safe manner.

This Agreement has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, the promotion of economical transportation services, and the settlement of all disputes.

ARTICLE 4- MANAGEMENT RIGHTS

Section 4.1 - Company Rights.

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

(a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.

(b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work.

(c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.

(d) To close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, subcontract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use

of vehicles, facilities, equipment, and other property of the Company or the client.

(e) To determine the price at which the Company contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the Company.

(f) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, promote, assign, transfer, demote, discipline and discharge for just cause.

(g) To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or nonexistence of facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom the Company contracts its services.

Section 4.2 -Technology Rights.

The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or 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 the Company 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 the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

Section 4.3 - Client Contract.

The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with SOLTRANS, hereto known as the "Client." The contract between the Company and SOLTRANS contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of this

Agreement prior to implementation. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations. If the Company is required to remove a driver from service at the request of the Client, per provision(s) contained in the agreement between the Client and the Company, the Company agrees to discuss the matter with the Client to attempt to resolve the problem. If the Client maintains its position on the removal of the driver, the Company will then meet with the Union to discuss the status of the driver. Should the Client maintain its position concerning the status of the driver, such removal from service would be subject to the grievance procedure contained in this Agreement.

Section 4.4.

The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5 SEPARABILITY

Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Article, Section or portion thereof. Neither party shall be under any obligation to renegotiate any Articles, Sections or portions of this Agreement which are not affected by such decision. It is specifically understood that all unaffected contract language shall remain in effect.

ARTICLE 6 FULL NEGOTIATIONS AND COMPLETE AGREEMENT

Section 6.1 Full Negotiations & Complete Agreement

The Company and the Union acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of their respective rights and opportunities are fully and completely set forth in this existing Agreement.

Section 6.2 Waiver of Bargaining During Term

It is agreed by both parties hereto that all previous contracts between the Company and the Union, written or verbal, are hereby canceled and that this contract is the only contract in existence between the parties hereto. No provisions or terms of this Agreement may be amended, modified, changed, altered or waived except by written document by the parties hereto.

ARTICLE 7-REPRESENTATION

Section 7.1 Union Stewards

Recognition of Stewards: From among the employees employed in the Bargaining Unit, the Union may designate and the Company will recognize not more than two (2) Union Stewards. The Company shall not be required to recognize any employee as a Union Steward unless the Union has informed the Company, in writing, of the employee's name.

The Union Stewards shall not be compensated by the Company for their duties as the Union Stewards.

Section 7.2 Distribution of Union Literature

The Company will provide the Union with an enclosed locked bulletin board, in the driver's room which shall be used by the Union for posting of official notices, meetings and other matters pertinent to the Union. The Union agrees that the bulletin board will only be used for official business and will not be used for personal notices or any other material not pertinent to official Union business. The Union also agrees that no inflammatory, offensive or derogatory notices or materials related to the Company, the Client or its Customers will be posted on the bulletin board.

Section 7.3 Union Business Leave

An employee designated by the Union to serve as a full-time officer or employee of the Union shall be granted leave without pay for the duration of such office. During the period of such leave, the employee shall continue to accrue seniority as defined in Article 12 Seniority of this Agreement.

Section 7.4 Union Visitation

Authorized agents of the Union shall have access to the Company's fixed facilities during working hours provided they notify the Company consistent with existing procedures.

ARTICLE 8 - NO STRIKES OR LOCKOUTS

Section 8.1 No Strike or Lockout:

The Union agrees that there shall be no strike, slowdowns, work stoppages or other activity that tends to disrupt a normal operation during the term of this Agreement. The Company agrees that there shall be no lockout during the term of this Agreement. It is further understood and agreed that the Company shall have the right to discipline up to and including discharge any employee encouraging or participating in any strike, slowdown, walkout, or any other stoppage of work.

Section 8.2 Pickets:

The Company recognizes that an individual may elect not to enter upon a non-client property involved in a primary labor dispute which has been sanctioned by the Union, it being understood that services will continue to be provided that are covered by the Americans with Disabilities Act.

Section 8.3 Liability:

The Company agrees that the Union shall not be financially liable to the Company as a result of any violation of this Article by an employee or group of employees if the Union has: (a) taken every reasonable means to terminate any such acts by the employees or any of them, (b) Promptly and publicly declared that such conduct is unauthorized and directed such employees to return to work or to cease any other acts in violation of this Article, and (c) not directly or indirectly assisted, encouraged, or condoned such activity by such employees.

ARTICLE 9 - NON- DISCRIMINATION

The Company and the Union agree that there shall be no discrimination against any individual in hiring, compensation, terms and conditions of employment because of the individual's race, color, religion, sex, age, disability, national origin or Union activities.

ARTICLE 10 - GRIEVANCE AND ARBITRATION

Section 10.1: Grievance Procedure

Step One: In the event a dispute arises during the term of this Agreement which affects the interpretation or application of this Agreement, the matters in dispute shall be set forth, in writing, by the complaining party and promptly forwarded to the other party not later than 15 calendar days immediately following occurrence of the matter on which the grievance, claim or dispute is based. Any such grievances, claims or disputes not submitted within such time shall be waived. As Step One, the matter shall be discussed with the Grievant, the Shop Steward and/or Business Agent and the designated Company representative.

Step Two: If the grievance is not resolved in Step Two the Union must refer the grievance in writing to the Company General Manager, or designee within 14 calendar days after receipt of the Step One decision. Failure of the Union to request Step Two within the 14 calendar days shall constitute a waiver of the grievance. Upon receipt of the written Step two grievances:

(a) The General Manager, or designee, and a representative of the Union will meet in person or via conference call within 14 calendar days after the receipt of the referral. The grievant will be invited to participate in this Step Two hearing.

(b) If the parties are unable to arrive at a satisfactory settlement during the meeting, within 14 calendar days of the meeting the General Manager, or designee, will provide a written answer to the Union.

Step Three: Voluntary Mediation: In the event the Company and the Union do not resolve the Grievance in Step Two, the Company and the Union may by mutual agreement, refer the matter to mediation, utilizing the services of the Federal Mediation and Conciliation Service (FMCS). It is understood that the mediation process is to be expedited and at any time during the mediation process either the Company or the Union may withdraw from the process.

Section 10.2: Arbitration

Timeliness. In the event that a timely grievance, as provided in Step One of Article 10, has not been settled at Step Two, or Step Three if the parties engage in Voluntary Mediation, the Union may within 14 calendar days of the final answer to Step Three or within 14 calendar days of the decision to skip Voluntary Mediation, request arbitration of such grievance if the grievance is one arising out of a matter subject to arbitration. If no written request for arbitration is made within the period provided herein, then the grievance shall be barred from arbitration and from further consideration.

Selection of Arbitrator. Within 14 calendar days after the receipt of an appropriate and timely request for arbitration, the Business Agent of the Union or his or her designated representative and a representative of the Company shall attempt to agree upon an arbitrator. If they are unable to do so, they shall request the Federal Mediation and Conciliation Service (FMCS) to submit to them a list of seven (7) names from which the arbitrator will be selected by alternatively striking names, the Union having the first strike, until one remains.

Scope. Unless it is mutually agreed otherwise, each grievance which is subject to arbitration shall be handled as a separate case except that grievances arising out of an identical set of facts or the same incident or matters which involve more than one person may be heard jointly.

Limitations and Arbitrator. The arbitrator selected shall have no power or authority to amend or modify this Agreement, but shall be limited to deciding whether or not a violation of its expressed terms has been committed. The arbitrator shall have no power or jurisdiction to base his award on any alleged practice or oral understanding not incorporated in writing as a part of this Agreement. The arbitrator shall have no power to establish wage costs, rates for new jobs or to change any wage. The arbitrator shall have no power to substitute his or her discretion for that of the Company in cases where the Company has retained the right to act under this Agreement.

Arbitrator's Decision. The arbitrator shall be bound by the facts and evidence submitted to him or her in the hearing and may not go beyond the terms of this Agreement in rendering his or her decision. No such decision may include or deal with any issue not directly involved in the grievance submitted to him or her or with any matter which is not expressly made subject to arbitration under the terms of this Agreement. The decision of the Arbitrator shall be in writing and such decision shall be final and binding upon the parties when rendered upon a matter within the authority of the arbitrator as provided in this Agreement, and shall be void insofar as the decision exceeds e authority of the arbitrator or passes upon matters not expressly made subject to arbitration under the terms of this Agreement.

Fees. The fees and expenses of the arbitrator and the arbitration hearing room shall be borne equally by both parties. Each party shall bear its own expense in presenting its case to the arbitrator, in providing witnesses and in securing any desired copy of the hearing transcript.

Processing Time. Time spent by an aggrieved employee or employees in filing, processing, investigating, meetings with the Company or in arbitration hearings regarding grievances will be on a no-pay basis. All grievances, including investigations, meetings, with the Company or arbitration hearings will be handled other than during working time unless the Company agrees

that such grievances, meeting or hearings be handled at a time during normal working time. In the event an employee is required by the Company to attend an investigative meeting either at or away from the Company's facility, they will be paid for hours worked.

If a time limit stated herein ends on a day on which the Company business office is closed, the last day of the time limit shall end on the next business day.

ARTICLE 11- DISCHARGE AND DISCIPLINE

Section 11.1 Discipline

(a) All disciplinary action will be performed by a General Manager, Operations Manager or Regional Vice President, or their management designee. The Company agrees to be fully compliant with employee's representational rights under the Weingarten decision. The charged employee shall be given the opportunity to attend all hearings, which may result in disciplinary action. A Union representative may also attend the hearing, if so requested by the employee.

(b) The respective General Manager, to whom the individual is requested to report, shall give a fair and impartial hearing to all employees. This shall also include corrective interviews, through the disciplinary process. Stewards will be notified in a timely manner of any suspensions or pending terminations.

(c) A copy of a bargaining member's disciplinary actions shall be either hand delivered or given to the employee and shop steward via certified mail, or by facsimile. This provision shall be considered fulfilled by the Company with proof of sending said disciplinary action certified. The Local Union shall also be given copies by certified mail or facsimile/ email of the discipline within ten (10) business days of the issuance of said discipline.

(d) Initial discipline shall occur within fourteen (14) business days of the Company's knowledge of an alleged infraction/ incident. The Company will notify the union if an investigation will last longer than fourteen (14) business days to complete.

(e) Disciplinary action taken by the Company according to the terms of this Section is subject to the grievance procedure contained herein.

Section 11 . 2 Progressive Discipline:

Any violation of the Company's Employee Handbook may, at the Company's discretion, result in progressive disciplinary action. With the exception of a violation of a serious infraction as listed in Section 11.4, Attendance Policy as listed in Section 11.5, or the Safety Policy as listed in 11.6, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the Company against the employee:

First Violation: Policy review/documented verbal counseling.

Second Violation: First Written Warning Notice.

Third Violation: Final Written Warning Notice.

Fourth Violation: Suspension or Dismissal from Employment with the decision being at the Sole discretion of the Company.

The definition "first," "second," "third," and "fourth" violation above shall mean the violation of any rule or combination of rules and shall not be construed to mean the first, second and third violation of each individual rule exclusive of violation of any other rules. If an employee does not have a disciplinary violation for a period of twelve consecutive months, then the employees will have his record cleared. This policy is based on a rolling twelve (12) month time period.

Section 11.3 Work Rules:

The Company will issue all employees a current National Express Transit Services Corp Employee Handbook outlining all rules, regulations and policies. Prior to the Implementation of any new or revised rule, regulation or policy in the Handbook, the Company will issue an addendum to the Employee Handbook, with a copy given to each employee and the Union, at least twenty (20) business days prior to the implementation of said rule, regulation or addendum. The Company shall have the right to adopt additional reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement. The Company will notify the Union in writing of all changes in policies at least twenty (20) business days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Company Rule conflicts with the terms of this Agreement - this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any Company Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within fourteen (14) days after the Company first applies the new or revised rule, the rule shall stand as implemented.

Section 11.4 - Serious Infractions.
The following violations of Company policies and rules are considered Serious Infractions and shall be just cause for immediate discharge of the employee:

(a) Proven Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another employee or passenger.

(b) Physical violence or fighting on Company premises or vehicles or any time while on duty.

(c) Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time while on duty.

(d) Threatening physical violence, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.

(e) Conviction of a misdemeanor law while on duty. Conviction of a felony whether on or off duty, either before or during employment.

(t) Use of language or any another activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on that employees, customers or passengers race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or

Vietnam Era veteran status, marital status or any other status protected by law.

(g) 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. In the event the employee notifies the Company of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to thirty (30) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the Company's vehicles. In the event the employee does not immediately notify the Company of any loss of license or certificate required to operate the vehicles, the employee may be terminated immediately.

(h) Unauthorized, inappropriate or unwanted physical contact with or indecent exposure to a passenger or fellow employee.

(i) Failure to properly secure using required tie down procedure, boarding belt and lap and shoulder restraints, any passenger in a wheelchair or other mobility assistance device.

(j) The pickup of any unauthorized passenger or the drop off of any passenger, when such is required on the driver's manifest or when so instructed by the dispatcher, at any place without there being a physical handoff to a caregiver or other responsible adult at the destination or the pickup.

(k) Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's Drug and Alcohol Policy as referenced in this Agreement.

(1) Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, time records, manifests or any other document.

(m) Failure to report a hazardous situation, accident or injury immediately or, at first opportunity to the dispatcher or supervisor. For purposes of this Section, a "hazardous situation" includes, but is not limited strictly to, a bio-hazard such as blood or other body fluid being present on the Company vehicle.

(n) Solicitation of
any form.

(o) Gross insubordination or refusal to perform assigned work.

(p) Conviction of, whether in Company or any other motor vehicle, a serious traffic violation, including DUI, or vehicular manslaughter, reckless driving or any driving offense involving alcohol or drugs.

Section 11.5 - Attendance.

The Attendance Policy outlined in the National Express Transit Services Corp Employee

Handbook will be utilized and followed for any and all attendance violations/disciplines.

Section 11.6 - Safety Policy.

Because our clients rely upon National Express Transit Services Corp for qualified, well trained and safe drivers, a good safety record on the part of our drivers is essential for us to serve our clients in the safe professional manner that they expect. It is the policy of National Express Transit Services Corp that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook describes the Safety Point System and the other rules and procedures regarding safety. The Safety and Incident Policies as detailed in the National Express Transit Services Corp Employee Handbook, including the Safety Point System, are the agreed upon safety policies in effect for this Agreement.

Section 11.7 - Safe Vehicles.

No employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employee be required to drive a bus that has not been determined by the maintenance department to be safe, nor shall any employee be required to transport a passenger in a mobility assistance device unless the proper number of escarpment straps or devices, as determined by the Company, are provided in the vehicle.

ARTICLE 12- SENIORITY

Section 12.1: Seniority Defined

Seniority shall mean the length of time an employee has been employed by the Company, measured in calendar days from the first day of the employee's most recent date of hire, for the purpose of selecting work, the determination of order in any layoff or recall from layoff or other reduction in work force, bidding, runs, assignments, or time off as provided for in this Agreement. If two or more employees are hired on the same day, their respective positions on the seniority list shall be determined by a draw of cards, with the employee drawing the high card being considered the senior employee. If two employees remained tied after drawing cards, they will draw again to determine theft respective positions on the seniority list. Seniority shall be applicable only as expressly provided in this Agreement.

Section 12.2: Lay Off

Determination of Lay Off: The Company will determine the timing of a lay off, and the number of employees to be laid off

Lay Off: The Company shall, in any reduction of the work force place employees on layoff in inverse order of seniority: provided, however, that the remaining employees must be fully qualified to perform the work of a displaced employee. If the Company has at least two (2) weeks' advance notice of a changed business condition which will require layoff of bargaining unit employees, the Company shall give each affected employee two (2) weeks' notice of layoff

Section 12.3: Recall

Order of Recall: The employee with the most seniority will be the first one recalled from a lay off.

Notice of Recall: The Company will forward notice of recall by registered mail, return receipt requested, to the last known address of the employee as reflected on Compan.y records. The employee must, within three (3) days (excluding weekend days and hohdays) of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and, thereafter, returns to work on such date.

Section 12.4: Termination of Seniority:

An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

Resignation by the employee or termination by the Company, unless reinstated pursuant to the grievance procedure.

Failure to give notice of intent to return to work after recall within the time period specified in Section 3 of this Article, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.

Except for layoff, time lapse of twelve (12) months since the last day of actual work for the Company, subject to acceptable mitigating circumstances.

Failure to return to work upon expiration of an approved leave of absence, subject to acceptable mitigating circumstances.

Layoff of a period of eighteen (18) months or for a period equal to the employee's seniority, whichever is less.

Absence of three (3) consecutive days without notifying the Company, subject to acceptable mitigating circumstances.

Misuse of leave as a subterfuge, to accept employment elsewhere, or for a purpose other than stated upon request for leave.

Section 12.5: Seniority List:

The Company shall provide the Union a current seniority list once every three (3) months. Such list shall be deemed accurate unless challenged by the Union or the employee within ten (10) days of receipt.

Section 12.6: Return of Personnel to Bargaining Unit:

A person who, after transfer or promotion out of the bargaining unit, for a period of six (6) months or less, remains in the continuous employment of the Company and, notwithstanding any other provision of this Agreement, will be returned to any designated job classification in the bargaining unit previously held by the person. If the transfer of such a person to the bargaining unit requires the layoff of an employee, the employee with the least seniority will be laid off.

Section 12.7 Transfer of Seniority:

If an employee has been approved for transfer to a location within the jurisdiction of a different Local Union or his/hers current Local Union's jurisdiction he/she shall maintain his years of service with the company for the purpose of any wage and benefit provisions/progressions provided there is an opening at the new location. Any employee who has been approved for transfer into a different location shall have his/her seniority end-tailed for any and all bidding purposes.

ARTICLE 13- BIDDING PROCEDURE

Section 13.1: Route Bidding & Vacancies:

All vacancies in routes and other regular driving assignments shall be filled as provided in Sections 13.2-13.8 of this Article.

Section 13.2: Review of Routes:

All routes and work assignments shall be subject to review and reassignment as provided in this Article. The Company will determine the number of bid periods and their frequency based upon its legitimate business needs and the desires of its contracting entities; provided, however, all work assignments shall be bid no less than two (2) times in each twelve (12) month period.

Section 13.3: Notification of Route/Work Assignment Day:

The Company shall notify each qualified employee of the date of Route/Work Assignment Day at least seven (7) calendar days in advance. Such notice requirement may be satisfied by posting at the affected facility.

Section 13.4: Route Assignment & Bidding:

A qualified employee who reports as instructed on Route/Work Assignment Day, and all new employees, shall be allowed to bid on available routes and work assignments in order of seniority; provided, however, that an employee must be fully qualified and licensed to perform all of t1:e work involved in the assignment for which he is bidding, and all required in-service hours must be current. An employee who is on a medical (including Workers Compensation) leave of absence, light duty or assigned to non-driving duty at the time of the Route/Work Assignment Day shall be passed, unless he/she has a release to return to frill duty on his/her first scheduled bid day by a certified physician and said release must be presented on Route/Work Assignment Day.

Section 13.5: Assignment of Remaining Work:

Any route or work assignment remaining unassigned following the application of the procedures provided in Section 4 of this Article may be assigned by the Company to any employee not yet assigned a route or work assignment. In the event there are routes still open, a five (5) day period will be provided to employees that choose to go on the Extra Board, to choose a route. If no route is taken, a route will be assigned by the lowest route number in reverse order of seniority.

Section 13.6: Extra Board Driver:

An employee who has not been assigned a fixed route or work assignment as provided in this Article shall be classified as an Extra Board Driver.

Section 13.7: **Hold-down Assignment:**

When an employee who is assigned a fixed route is absent for more than five (5) days, his route shall be assigned as a hold-down, which shall continue until the absent employ e returns or until the end of the bid period, whichever is earlier. Such hold-down shall be assigned to the senior Extra Board Driver who is interested and qualified to perform the work. If no Extra Board Driver requests the hold-down, it shall be assigned to the junior qualified Extra Board Driver.

Section 13.8: P1·oxy & **Absentee Bids:**

A non-probationary employee who cannot attend Route/Work Assignment Day shall be allowed to submit his bid by written proxy, provided such proxy is submitted to the Company not later than one (1) hour prior to the commencement of the bidding. Such employee's proxy will be examined when the time for his bid occurs, and he shall be assigned that available route listed on his proxy that is his most preferred. An employee who failed to bid or to select enough choices on his proxy will be assigned to the Extra Board.

ARTICLE 14- HOURS OF WORK

Section 14.1: Purpose of Article:

The sole purpose of this Article is to provide a basis for the computation of straight-time, overtime and other wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to any employee of a minimum and maximum number of hours of work per day, per week or per year, except that for fixed route bids, the hours bid, including exceptions such as school route temporary closures, will be guaranteed for the duration of the bid, unless the hours are reduced by Acts of God or the Client and any employee who is called to work whether or not they work, or any employee who is called back to work after completing his/her scheduled day of work, and has left the any company facility without being notified of additional work shall be guaranteed a minimum of 2 hours pay at the applicable rate of pay. The Company's pay records, practices and procedures shall govern the payment of all wages.

Section 14.2: Workweek:

The pay period shall be Friday at 12:00 AM through Thursday at 11:59 PM.

Section 14.3: Work Qualifications:

In order to qualify for a category of work under this Agreement, an employee must possess all required licenses and certificates for the category or work desired and all required in-service hours must be current.

Section 14.4: Overtime:

An employee shall be paid one-and-one half (1.5) times the Straight-time rate of pay then in effect for work performed when the total number of hours exceeds (40) in a

workweek. All compensable hours shall be counted towards the total of the forty (40) hour workweek. Overtime shall be offered by seniority to the senior available Drivers who sign the monthly overtime sheet. There shall be no pyramiding of any overtime payments to employees covered by this agreement.

Section 14.5: Meal Period:

The Company will provide a off duty meal period of at least thirty (30) uninterrupted minutes during the driver's shift to driver's who work a shift of at least six (6) hours or more in a day. The Company will only provide meal periods in accordance with this section if the driver has not been assigned a split shift where the split is at least thirty (30) minutes. The Company shall provide after the uninterrupted lunch break a minimum of five minutes from their lunch location to their first pick up. The Company will adhere to all local, state, and federal regulations regarding meal and lunch breaks.

The Company will provide either on-duty or off-duty meal period to drivers that are entitled to a meal period as described in the above referenced paragraph. A meal period shall be considered an off duty meal period whenever the driver is relieved of all duty and allowed to take at least a thirty (30) minute uninterrupted meal period. An on-duty meal period shall be permissible and counted as time worked. An on-duty meal period shall be considered to be made available as long as the driver had an opportunity to eat his or her meal at some point during his or her shift. In the event a driver is subjected to an on-duty meal period, in addition to being counted as time worked the driver will receive an additional one-half (1/2) of one hour of straight time pay for taking the on-duty meal period. If the Company fails to provide an on-duty meal period or off-duty meal period, or pay for on-duty meal period then any and all disputes regarding application of meal periods shall be subject to the grievance procedure. The Company shall not be subject to any civil or statutory penalties as a result of any violation of the terms and conditions of this section.

Section 14.6: Rest Period:

Consistent with State Law, each employee shall be authorized and permitted to take a ten (10) minute rest period for every four hours worked or a major fraction thereof during an assigned work shift. The Company authorizes and permits all employees to take rest breaks even if it means they may be late on their route or for their next pickup. However, a rest period need not to be authorized for employees whose total daily work time is less than three and one half (3.5) If an employee wanted to take a rest period and could not do so, the employee must submit a written statement explaining why he or she was impeded from taking a rest period to his or her General Manager within two (2) working days after the missed rest period occurred. Unless the Company is notified of missed rest periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all employees were permitted to take rest periods.

ARTICLE 15 DRUG AND ALCOHOL TESTING

In acknowledgement of the nature of the Company's operations and the very special and overriding safety considerations, the Company has adopted formal provisions for fitness for duty drug and alcohol screening as contained in the COMPANY Substance Abuse Policy. Such provisions are adhered to and expressly made part of this Agreement. Employee shall be compensated at their regular hourly rate of pay for all time spent for random drug testing, or other drug testing as required by the Company. Said time shall not be used in the

calculation of overtime pay for the affected pay period.

ARTICLE 16 GENERAL CONDITIONS

Section 16.1: Payday:

Employees will be paid every other Friday via direct deposit or Aline cards..

Section 16.2: DRIVE:

The Company agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to DRIVE. The Company shall transmit to PRIVE National Headquarters on a monthly basis, the total amount deducted along with the name and Social Security Number of the employee and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Company annually for the Company's actual cost for the expense in administering the bi-weekly payroll deduction plan.

ARTICLE 17 UNION SECURITY

Section 17.1: Union Membership:

It shall be a condition of employment that any employees covered by this Agreement shall apply for Union membership on or by the completion of his thirtieth (30th) day of employment. Such employee shall then be eligible for membership in the Union and shall maintain his membership in good standing as a condition of continued employment.

Section 17.2: Suspension:

The Company shall suspend any employee covered by this Agreement within seven (7) days after receipt of written notice from the Union that said employee has not become or remained a member in good standing. This Section will be administered in a manner conforming with all legal requirements.

ARTICLE 18 -CHECK-OFF

Upon receipt of a written assignment and authorization, signed by an employee covered by this Agreement, or an appropriate legally acceptable form furnished by the Union, the Company agrees to deduct bi-monthly from the first and second check of such employee in each calendar month and pay to the Union his regular monthly dues and/or uniform assessments. Deduction of dues shall in all cases be made from the first day in each calendar month immediately following the date of signing of such authorization by the employee. The Company further agrees that it will deduct the prescribed initiation fee in two equal monthly payments from all new hires who are not members of the Union. Remittance of these check-off payments to the Union shall be made once a month, within five days following the second deduction in a calendar month for which such deductions are made and a list of employees for whom payment is made and their Social Security numbers shall accompany such payment.

The Union will indemnify and save the Company harmless against any and all claims, demands, suits 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.

The deductions and remittances to the Union herein provided shall be made by the Company only to the extent and as long as it shall be legal for the Company to make such deductions under any applicable Federal law or law of the State of California and while it has proper written notice from each such employee, and while this Agreement remains in effect.

ARTICLE 19- JURY DUTY

Section 19.1:

All full-time non-probationary employees covered by this Agreement who is are required to report for Jury Duty shall receive pay at his/her base, straight-time rate of pay for each day of work lost because of such service, for up to five (5) days per calendar year during the term of this Agreement.

Section 19.2:

In order to be eligible to receive benefits under this Article, an employee must immediately notify the Company of the receipt of a summons or notice to appear for jury duty and must cooperate with the Company, if required, in requesting a postponement or other consideration of the Company's legitimate business needs.

Furthermore, employees are required to return to work if not needed and must provide a written notice from the courts to receive jury duty pay.

Section 19.3:

Jury Duty as provided in this Article shall be calculated at the employee's base, straight-time rate of pay and shall be based upon the number of hours contained in the employee's scheduled bid.

ARTICLE 20 - FUNERAL LEAVE

Section 20.1:

All non-probationary full-time employees covered by this Agreement shall, upon request, be granted up to three (3) days with pay, to attend the funeral of his current spouse, parent, child, sibling, current mother- in-law, current father-in-law, grandmother, grandfather or grandchild, and current legal domestic partner, it being understood that in order to be eligible for this benefit, the employee and his/her domestic partner must execute and provide to the Company a Declaration of Domestic Partnership and meet the requirements specified therein. In the event an employee is required to travel out of the State of California to attend the funeral of relative as provided for herein, the employee may be granted up to an additional two (2) days of unpaid funeral leave or two (2) days of accrued vacation. The Company shall have the right to require proof of death of the relative and of attendance at the funeral, and proof of the employee's relationship with the deceased.

Section 20.2:

Funeral pay as provided in this Article shall be paid at the employee's straight- time hourly rate of pay and shall be paid for the number of hours comprising the employee's current

run standard.

ARTICLE 21 - PAID HOLIDAYS

Section 1: Subject to the provisions of Sections 2 and 3 of this Article, all non-probationary full-time employees covered by this Agreement shall receive pay for the following holidays falling on or after the date of ratification:

New Year's Day
Dr. Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Section 2:

Holiday pay as provided in this Article shall be calculated at the employee's base, straight-time rate of pay and shall be based upon the employee's current run standard.

Employees without a current run standard shall be paid based upon the average number of straight-time hours per day that the employee has worked during the thirty (30) day period immediately preceding payment.

Section 3:

In order to be eligible to receive holiday pay as provided in this Article, an employee must work the entire run or shift of his/her last scheduled work day prior to the holiday and the entire run or shift of his/her first scheduled work day following the holiday.

Section 4:

An employee who works on a day recognized as a holiday in this Article shall receive holiday pay plus his straight-time hourly rate for all hours worked on the holiday. An employee who is scheduled to work on a paid holiday as defined in Section 1 of this Article but who does not report for work shall not receive holiday pay.

Section 5:

The Company may elect to amend the work schedule during a week in which a paid holiday falls or during a week in which service is amended because of an unpaid holiday in order to satisfy the service requirements of its customers.

ARTICLE 22 - VACATIONS

Section 1:

A full-time employee covered by this Agreement shall be eligible to take vacation according to the following schedule:

After one (1) years of service, 40 hours: Accrue @ 1.53 hours per pay period from hire date.
After three (3) years of service, 60 hours: Accrue@ 2.31 hours per pay period.
After five (5) years of service, 80 hours: Accrue @ 3.08 hours per pay period.
After eight ten (10) years of service, 120 hours: Accrue @ 4.62 hours per pay period.

Section 2:

The Company shall prepare and post in December of each year a vacation schedule, showing the number of employees in each classification, if any, who may be allowed to take vacation in each week during the twelve month period commencing January 1st of the following year. The Company shall develop a procedure allowing employees to select their vacations according to seniority, subject to the presence of necessary employees required to cover all required work assignments it being recognized that a minimum of one (1) employee may be off per week.

Section 3:

Vacation should normally be taken in full work week increments unless otherwise approved by management, and vacation shall not commence prior to the anniversary date on which it is earned under the schedule provided in Section 1 of this Article. There shall be no scheduling or payment ofprorata vacation amounts under this Agreement. No employee shall receive vacation pay in lieu of time off.

ARTICLE 23- SICK LEAVE

On the effective date of this Agreement and each year thereafter all full-time employees with one (1) or more years of continuous service shall be eligible for Paid Personal Day(s). Personal Days shall be (8) hours pay at the straight time rate for the employee.

Full-time operators shall receive paid Personal/Sick Days each year based on the following schedule:

	Paid Personal Days				
Employment	10/1/13	10/1/14	10/1/15	10/1/16	10/1/17
After one year	2	3	4	5	6

Personal Days may be used for any absence from scheduled work, not to exceed a total of 40 hours per week, taken in eight hour increments, one for each day lost. Employees may request a Personal Day off with at least seven (7) calendar days' advance notice to the Company. Days taken with less than seven (7) calendar days' notice will result in an attendance occurrence being recorded on the employee's attendance record. Personal Days that remain unused as of September 30, each year will be cashed out to the employee.. On the effective date of this Agreement and each year thereafter all full-time employees with one (1) or more years of continuous service shall be eligible for Paid Personal Day(s). Personal Days shall be (8) hours

pay at the straight time rate for the employee.

ARTICLE 24- TEAMSTERS PENSION FUND

Effective October 1, 2013, the Company will fund an hourly retirement contribution of $0.20 for all employees beyond the probationary status; effective March 5, 2014, the contribution will increase to $0.25; effective March 5, 2015, the contribution will increase to $0.30; effective March 5, 2016, the contribution will increase to $0.35; and effective March 5, 2017, the contribution will increase to $0.40. ·

For probationary employees, the company shall pay an hourly contribution rate of $0.10 during the probationary period as defined Article 2 in this agreement, but in no case for a period longer than ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in this article. After the expiration of the probationary period as defined in this agreement, but in no event longer than ninety (90) calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.

The Company shall pay into the Western Conference of Teamsters Pension Plan for the account of each employee working under this Agreement. The Company shall fund each employee's account for each compensated hour up to one hundred sixty (160) hours per month in months containing two pay dates and maximum of two hundred forty (240) hours in months containing three pay dates.

Benefit time paid for but not worked, such as holidays, sick days, funeral days, jury duty and vacations shall be considered as time worked for the purpose of this Article.

ARTICLE 25- UNIFORMS

The following uniforms shall be supplied without charge to the maintenance employees and drivers:

Mechanics:

Upon hire, each mechanic shall receive Eleven (11) sets of pants/shirts, three (3) coveralls, and one (1) pair of OSHA approved shoes. Cleaning of mechanic uniforms will be paid by the Company at the cleaners specified by the Company. Employees will get a maintenance jacket. Mechanics will receive on an annual basis reimbursement (of up to $125) for the purchase of OSHA approved shoes. The mechanic must present the receipt to management to receive reimbursement.

Drivers:

The Company shall provide uniforms pants and shirts and pay for a laundry service to clean the uniforms (company approved vendor).

Employees shall immediately deliver to the Company upon termination of employment for any reason, all uniforms furnished under the terms of this section.

Drivers may choose a Company issued jacket to be provided by the Company and replaced as determined by the Company. The jacket may be worn while employee is on duty.

Company issued hats shall be paid for by the Company.

Drivers may wear Company approved pins on their safety vests.

ARTICLE 26- HEALTH INSURANCE

Section 1:

The Company shall, subject to all of the provisions of this Article, provide Group Medical Insurance Plan coverage (two options) to a qualified full-time employee, and to his dependents.

Section 2:

A qualified employee shall be a non-probationary full-time employee, be a current, active Transit Bus or Dial-A-Ride Driver who, is regularly scheduled to work at least thirty (30) hours per week, and shall remit through payroll deduction the proper employee contribution for such Plans in which the employee and his dependents may be enrolled.

Section 3:

A qualified employee may elect to extend coverage to his or her authorized dependents. Such employee shall, through payroll deduction, pay his or her premium amounts each pay period on the basis of [the same percent of total premium for the plan level (e.g., employee only, employee and spouse, employee and children, or employee and family) that the employee would have paid under the predecessor employer's plan in effect on June 30, 2013].

Section 4:

All employee elections under this Article shall be made in accordance with the plan provisions in effect at the time.

Section 5:

Eligible employees as defined above will be able to participate in the Company's group Dental and Vision Plans at their own cost.

Section 6:

Each year of this Agreement, the Company and/or the Union may present an additional medical insurance plan to be reviewed by a committee made up of both Company and Union representatives. If mutually agreed upon, this new plan will replace either of the existing medical insurance plans to be effective during the open enrollment period of that year. The company will maintain the current level of benefits for the life of this agreement.

ARTICLE 27- \VAGES

Employees covered by this Agreement shall receive the minimum wage rates as follows subject to the Notes indicated below:

Drivers:

Drivers:

	4/1/2019	4/1/2020	4/1/2021	4/1/2022	4/1/2023
Trainee	$12	$13	$14	$15	$15

	4.00%	
	2019	
	First 12 months	$ 15.30
	1 Year	$ 15.30
	2 Year	$ 15.90
	3 Year	$ 16.18
	4 Year	$ 16.48
	5 Year	$ 16.79
	6 Year	$ 17.08
	7 Year	$ 17.37
	8 Year	$ 17.67
	9 Year	$ 17.96
	10 Year	$ 21.16

	4.50%			4.00%			4.00%			4.00%	
	2020			2021			2022			2023	
	First 12 months	$ 15.99		First 12 months	$ 16.63		First 12 months	$ 17.29		First 12 months	$ 17.98
	12-24 months	$ 16.51		12-24 months	$ 17.17		12-24 months	$ 17.86		12-24 months	$ 18.57
	24-36 months	$ 17.39		24-36 months	$ 18.08		24-36 months	$ 18.81		24-36 months	$ 19.56
	36-48 months	$ 18.29		36-48 months	$ 19.02		36-48 months	$ 19.78		36-48 months	$ 20.57
	After 48 month:	$ 22.11		After 48 month:	$ 23.00		After 48 month:	$ 23.92		After 48 month	$ 24.87

Any employee working in a higher classification shall be paid for such work at the higher wage rate.

Maintenance:

A Mechanic:

B Mechanic:

C Mechanic:

Mechanics shall be responsible for working on all Company vehicles.

The hourly rate of Mechanic Dafuy Bangad will be changed to $25.90 effective October 1, 2013. This rate shall increase by 2.8% each March 5, thereafter. Company plans to operate with one maintenance department.

Payroll Note #1: Safety meetings and other informational meetings which are required by the Company will be paid at the employee's current hourly rate.

Payroll Note #2: Step increase will be paid on the employee's anniversary date. No employee will earn more than the wages listed above for equivalent length of seniority.

Payroll Note #3: The Company may assign an employee who, in its honest business judgment, is fully qualified to perform work as a Driver/Trainer and may similarly remove such employee from such assignment. The employee assigned to the DOT certified Driver/Trainer position shall be paid a differential of $0.50 per hour in addition to his/her regular rate of pay for all hours worked as a Driver/Trainer.

Payroll Note #4 – Drivers shall not be required to refuel their buses

ARTICLE 28- TERM OF AGREEMENT

This Agreement shall be effective for a term effectiveApril 1, 2019, through and including March 31, 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 days but not more than 90 calendar days prior to the expiration date or any anniversary date thereof

This Agreement shall be effective for a term effective April 1, 2019, through and including March 31, 2024, except as changes, amendments or supplements may be mutually agreed duringits 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 days but not more than 90 calendar days prior to the expiration date or any anniversary date thereof.