

MEMORANDUM OF AGREEMENT
BETWEEN
CAPE FEAR TRANSIT MANAGEMENT



CAPE FEAR PUBLIC TRANSPORTATION AUTHORITY

AND
AMALGAMATED TRANSIT UNION
LOCAL UNION 1328



REPRESENTING
OPERATORS – MAINTENANCE EMPLOYEES

Effective July 1, 2023, through June 30, 2026

WILMINGTON, NEW HANOVER COUNTY, NORTH CAROLINA

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, entered into by and between Cape Fear Transit Management Inc., hereinafter called the "Company", its Successors, Lessees and Assigns, party of the first part, at its Wilmington, North Carolina location, operated under contract to the Cape Fear Public Transportation Authority, d/b/a WAVE, and LOCAL UNION 1328 of the AMALGAMATED TRANSIT UNION, AFL-CIO, CLC, party of the second part, hereinafter called the "UNION."

WITNESSETH: That in the operation of the buses in and about Wilmington, North Carolina by the party of the first part, and parties to this agreement hereto, in consideration of the mutual covenants and agreements herein contained, contract and agree with each other as follows, to wit:

ARTICLE 1 RECOGNITION

SECTION 1. The Company recognizes the Union as the sole collective bargaining agent for all employees classified as Bus Operators and Maintenance Employees in Wilmington, North Carolina, excluding clerical and supervisory employees, and agrees to meet and treat with the duly accredited officers and committees that are elected or selected by the Union upon all questions and grievances that may arise under this Agreement. Nothing in this agreement shall deny any individual employee or group of employees their right to present grievances directly to the Company and to have such grievances adjusted as long as the adjustment is not inconsistent with the term of this Agreement; and provided that representatives of the Union have been given an opportunity to be present at any such adjustment.

SECTION 2. Employees of the Company, members of said Union agree and this Union agrees, that said members will perform loyal and efficient service in their departments of work, that they will be attentive to their duties; that they will observe and conform to the rules and regulations of the Company; that they will comply with the instructions and directions of the Officer of the Company over them; that they will operate and repair the buses carefully and with the utmost regard at all times for the safety of the passengers and the public in a continuous program of increased patronage; that they will give the riding public courteous and respectful consideration and treatment at all times; that they will use their influence and best endeavors to protect the property of the Company and

all of its interest. The Union agrees further for itself, and for its individual members, to give the Company the fullest cooperation to the end that the transportation system may grow, its service to the public increase in efficiency, volume and scope, and the revenue and resulting profit from its operation become greater.

SECTION 3. The Company and the Union agree to abide by all local, state and federal laws that are applicable to the agreement.

ARTICLE 2. WORK ENVIRONMENT

SECTION 1. The Company, being charged with the duty of providing a safe, reliable and dependable transportation service, to the public in the area that it serves, and being charged with the highest degree of care in, and have the responsibility of, managing the operations of the Company with such efficiency and safety that transportation service shall be available without interruption, and in general to promote the protection of life and property, retains the full right to manage the business and the properties of the Company. Nothing in this agreement shall abridge the right of the Company to hire employees, to establish reasonable rules, to discipline and discharge employees for just cause. Subject to the provisions of this agreement, to determine how many persons it will employ or retain in its employ, and further, to exercise full control of the conduct of its business to the end that the business shall be safely and efficiently managed and that proper service shall be rendered to the public.

SECTION 2. Except in cases of emergency requiring prompt implementation, a copy of any new rule or policy will be posted no less than ten (10) calendar days prior to implementation. In order to provide the Union an opportunity to review and comment on any new rule or policy, the company shall provide the Union a copy of such no less than ten (10) calendar days prior to the date the notice to employees is posted.

ARTICLE 3. PROBATION

SECTION 1. An employee shall be on probation for the first 90 calendar days from the date the employee enters revenue service. Unexcused absences will not count toward days worked during probation. The probationary period shall constitute a trial period during which the Company will determine the employee's ability, competency, fitness and other qualifications that the Company determines, in its sole judgment, is needed to do his or her required job. However, the Company has the right to discipline or discharge, which will not be subject to the grievance and arbitration procedure.

ARTICLE 4. WORK FORCE REDUCTION

SECTION 1. When forces are reduced, employees will be taken off in the reverse order of their seniority in their classification, provided, however, a MAINTENANCE employee

in a higher classification, if qualified, shall be given the opportunity to displace a junior employee in a lower classification. When employees are again needed the employees laid off during the previous thirty-six (36) month period shall be offered reemployment in accordance with their length of previous service with the Company, provided they can, in the judgment of the Company, qualify for the job.

SECTION 2. When employees are laid off due to reduction in service, such employees shall retain for a period of three (3) years the seniority which they held at the time they were laid off, provided they advise the General Manager in writing of their desire to be re-employed, giving him or her the address at which they may be notified. If a former employee is notified by Certified Mail, return receipt requested at his or her last known address to return to work and fails to notify the Company within five (5) days after receipt of the letter from the Company of his or her desire to return, or fails to return for duty within twenty (20) days from the original date of such notice, he or she shall lose his or her seniority and the Company will be relieved of any obligation to again offer him or her re-employment.

SECTION 3. When an employee is furloughed by the Company due to a reduction in force he or she shall be given two (2) weeks' notice of furlough, or failing such notice or any part thereof, he or she shall be paid for the said two (2) weeks period or the part thereof for which he or she was not notified; provided that such two (2) weeks' notice or pay shall not apply to discharges or suspensions for cause or for Leave of Absence or resignations requested by the employee, or employees retiring.

SECTION 4. For the UNCW reduced summer service, see Article 9.

ARTICLE 5. UNION DUES

SECTION 1. The Company will deduct, on any designated regular payday of each month, from the pay of Union members, initiation fee, the monthly dues and special assessments of the Union, provided that said members individually request the Company in writing to make such deductions. This request will also authorize the Company to base deductions on a list furnished by the Secretary of the Union, which is to show the regular monthly dues of each member, and to pay these deductions to the Secretary of the Union on or before the last day of the month for which deduction is made. The Union agrees to indemnify, defend, and hold the Company harmless from any claims, demands, suits, or other liabilities arising out of action taken by the Company in reliance upon union dues deductions authorized or submitted by the Union to the Company.

ARTICLE 6. UNION REPRESENTATIVES

SECTION 1. All officers or members of the Union Committee may secure relief from duty to transact legitimate business for the Union. Such notice shall be provided within reasonable time, which shall not be less than twenty-four (24) hours, if possible. The Company agrees that it will grant Leave of Absence to members of the Union when such members request such Leave of Absence for the purpose of entering the employment of the Union; and further agrees that such members will retain and accumulate their seniority with the Company while on such Leave of Absence. It is understood and agreed that Leave of Absence for this purpose will only be granted upon written application for such and upon reasonable notice to the Company.

SECTION 2. A maximum of two (2) officers and/or union committee members may be away from duty at the same time. A third (or more) officer and/or union committee member may also be away, provided the local union president provides at least 48 hours' advance notice, and further provided that Management and the Union President endeavor to work out any scheduling issues that would result in the paying of overtime to cover such absences.

ARTICLE 7. BULLETIN BOARD

SECTION 1. The Company will provide space for two (2) bulletin boards (one board in the shop and one in the driver's lounge), for the exclusive use of the Union. The Union shall designate an official who will have the privilege of posting and maintaining current information referring to Union business, such as announcements of time and place of meetings, results of elections, Union appointments and notice of Union conventions and conferences.

SECTION 2. The bulletin board shall not be used to post any discriminatory, inflammatory, offensive, defamatory, or derogatory statements/information, and shall not be used to post any propaganda, misstatements, or comments that demean or in any way injure or disparage the Company, its clients, customers, or any employee. If any such comments or documents are posted, the Union shall be required to remove them immediately (no later than 24 hours after notification from the Company).

SECTION 3. The Union shall pay for the bulletin board and all expenses related to the board and its posting, including the installation of any glass doors.

SECTION 4: The Union agrees to furnish the Company with an up-to-date list of all its managers and committee members (and contact information), and to promptly notify the Company of any and all changes thereto. The Company agrees to furnish the Union with a periodic up-to-date list of its managers, and to promptly notify the Union of any and all changes thereto.

ARTICLE 8. RIDING PRIVILEGES

SECTION 1. The Company will furnish all employees, their spouse, dependent children under 18, and the retired employees and their spouse, with an unlimited ride pass for fixed route services. It is the responsibility of the bearer of the pass to provide and affix a legible photograph of themselves. Any misuse or loan of a pass will be cause for the Company to demand surrender of the same.

ARTICLE 9. UNCW SHUTTLE OPERATORS

SECTION 1. Operators that work the UNCW shuttles, will be guaranteed 40 hours of pay per pay period when the shuttles are closed for both weeks of a pay period. Further, when a UNCW shuttle ends early on a Friday, the Company will pay the operator the time stated in his or her run.

SECTION 2. UNCW reduced summer service.

- a) The Company will first lay off all twelve (12) part-time operators and will not utilize any part-time operator during the summer reduction in service or while a full-time operator is on lay off.
- b) The Company will notify the full-time operators affected by the reduction in service by letter.
- c) The operators who are required to work the reduced hours will be able to work up to thirty-five (35) hours per week. They will keep their current rate of pay and will retain their benefits by paying their portion of the healthcare coverage. In the event an operator works less than twenty-five (25) hours a week they will be eligible to sign up for unemployment benefits.
- d) The operators who are laid off will retain their seniority as outlined in Article 4. They will be eligible to sign up for unemployment benefits. Their medical benefits will be suspended unless they exercise coverage under C.O.B.R.A.
- e) On the Friday of the week before a new pay period, the Company may change the status of an operator from reduced hours to full-time or in the reverse depending on manpower requirements for a minimum of one pay-period.
- f) Cape Fear Transit Management will offer a Voluntary Leave of Absence during the UNCW reduced summer service by seniority. The employee requesting the

leave may choose the entire month of June or July, or the entire UNCW reduced summer service May-August. The employee must request the UNCW VLOA before the May bid begins. The employee will be required to pay their portion of any benefit or previously scheduled deductions to include Union dues. During the furlough period the employee will continue to accrue seniority and vacation days as stated in the Cape Fear Transit Management Employee Benefits and Attendance policy. The company will notify by letter the employee(s) granted the leave of absence.

SECTION 3. Employees who would not have been scheduled to work are not eligible to receive accrued sick pay. However, UNCW operators' sick pay eligibility shall be as follows when there is reduced or no service operating at the college:

The operator must be out of work due to a personal injury or illness and on an approved FMLA leave at least seven (7) calendar days prior to the reduction or discontinuation of service. Pending, obviously approvable FMLA applicants will be eligible. Others with less than seven (7) calendar days of FMLA or no remaining FMLA will be reviewed on a case by case basis. The Fixed Route Operations Manager will make the final determination in these instances.

The operator must have bid a UNCW run prior to going on FMLA.

The operator will be entitled to use accrued sick time based upon the largest piece of extra work they would have been offered by seniority, had they been healthy and had they signed up for extra work during the period of reduced or discontinued service. The operator does not have to physically sign up for the extra work prior to the reduction or discontinuation of the UNCW service.

This extra work that could have been offered will be limited to eight (8) hours per day. At no time will the employee be eligible for an overtime calculation when receiving sick pay. At no time will the employee receive more than 40 hours of sick pay per week. All calculations will be based on a work week, not a pay period.

Employees who are out of work under these conditions are not eligible for observed holiday pay nor are they eligible to make it up. For example, the employee is out on FMLA for a personal injury or illness during the week of Thanksgiving. That employee is only eligible to collect up to 32 hours of sick pay if there would have been at least 16 hours of extra work available to them during the week, excluding the two days service actually ran.

ARTICLE 10. EXTRA BOARD AND OPEN WORK

SECTION 1. No extra run shall pay less than one hour. Operators of the extra board required to report at AM or PM shifts of regular operators, in order to be available to fill in for any absent regular operator or operators, shall receive one hours regular pay, unless such operator or operators so reporting shall be assigned to regular run or runs, and in such event such operators shall not receive one hours pay for reporting; but when operators reporting as above provided are assigned to runs of less duration than a regular run, such operator shall be paid for reporting as hereinabove provided.

SECTION 2. The workweek for extra board employees shall be 5-day week, with days off to run consecutively as much as possible. Each extra board employee who reports twice per day, each scheduled work day during any bi-weekly pay period, will be guaranteed a minimum equivalent to seventy (70) hours pay at their regular basic rate for the period. In the event any extra board employee fails to report as required, or declines to accept any work available, his or her guarantee for that bi-weekly pay period will be proportionately reduced.

SECTION 3. All work performed by an extra board employee not included in a regular run in excess of eight (8) hours platform time shall be paid for one and one-half times the regular hourly basic wage rate.

SECTION 4. Open work for the next scheduled workday will be offered in the following order:

1. Extra Board Operators*
2. Part time Operators with less than twenty-seven (27) hours worked that week
3. UNCW Operators (when college is not in session)
4. Any full-time day-off Operators (including UNCW operators) who have signed up on the overtime sheet
5. All Regular Operators, including part time, who have signed up to work on the overtime sheet
6. All Operators by seniority, including part time.

Work that remains unfilled after following the order above and work that becomes open after the schedule is filled will be called Extra work. Extra work will be offered in the following order:

1. Extra Board Operators*
2. UNCW Operators (when college is not in session)
3. All Regular Operators, including part time, who have signed up to work on the overtime sheet
4. All Operators (including UNCW operators) by seniority, including part time.

*Extra Board offered all extra work first and do not need to sign up to work on the overtime sheet.

SECTION 5. The extra board shall be a rotating board.

SECTION 6. All runs shall be posted in the following order: (1) early straight, (2) mid-day runs after 8 a.m., (3) split runs, (4) late straight runs. If there is more than one run in a category to be posted, the runs will be posted, starting with the highest paid. If more than one run to be posted pays the same time in the same category, the runs will be posted in numerical order.

ARTICLE 11. RUN SELECTION

SECTION 1. The selection of runs, the selection of days off, and the selection of vacations as posted shall be made by the operators according to their seniority, which is the length of their continuous service as the operators of former companies and of Transit Management of Wilmington, as shown on the seniority roster. Runs and days off will be selected three times each year and more often if necessary. One selection to become effective the first Sunday in January, one selection to become effective the first Sunday in May and one selection to become effective the first Sunday in September. When a change to college shuttle service falls within thirty (30) days of the new bid the start of bid will coincide with the Closest Sunday to the change of school. Runs will be posted for bid 30 days prior to effective date of new run assignment.

Bidding will begin one week after posting. Twenty percent of the driver force will be required to bid on the first day of the bid week, Monday, half in the morning and the other half in the afternoon. Bidding will proceed in this form the remaining days through Friday. Operators may bid in person, by phone, or by leaving choices with the company or their union representative. Any operator not bidding in their assigned slot will be passed. The company will post bid sheets with time and date to bid.

In emergency situations, the company and the union will meet to discuss the bidding process. If the parties cannot reach an agreement, the Company will determine the process.

SECTION 2. When a regular run becomes permanently vacant within 30 days of a Scheduled bid of runs, the vacancy will be filled by an extra operator. If the vacancy occurs 30 days or more from the date of the next scheduled bid of runs, the vacancy will be posted for bid by operators who have less seniority than the operator who vacated the run.

SECTION 3. When a new run is established, it will be posted for one (1) week and will be filled by allowing the operators to select the run according to their seniority. Such vacancies shall be filled on the first Sunday following the close of posting.

SECTION 4. When a regular run becomes vacant because of illness of the regular operator, said run shall not be posted for bid until the next run selection. If an Operator is off on account of illness two (2) months or more at the time of the run selection, he/she shall not select a run, however upon return, the Operator will go to the extra board, until the next run selection.

SECTION 5. If an operator is out of work as indicated in ARTICLE 9 UNCW OPERATORS when a rebid is performed, and that operator is not eligible to bid, that operator will be considered to hold the status they held prior to going out on FMLA. For example, when the operator went out of work for FMLA and they had been a UNCW operator, they will continue to be considered a UNCW operator until they rebid. The same principal will apply to non-UNCW operators.

However, during the period where UNCW service has been reduced to summer session levels, employees out on FMLA for a personal injury or illness during the summer bid will be eligible to collect up to 30 hours of accrued sick pay if they have been placed on reduced hours and if they would have been offered up to 30 hours of work by rotation order during the week. Up to 40 hours of accrued sick pay if they have not been placed on reduced hours. Observed Holidays will reduce the eligibility for sick pay accordingly.

ARTICLE 12. WORK WEEK HOURS & DAYS OFF

SECTION 1. The workweek for all operators shall be a 5-day week. Days off are to run consecutively as much as possible.

ARTICLE 13. PREPARATION AND TRAVEL TIME AND PAY ALLOWANCES

SECTION 1. An additional thirty (30) minutes per day shall be included in all runs that are scheduled to depart the maintenance facility and commence service at the Forden Station, downtown transfer center, or UNCW campus to cover the check-in time, pre-trip inspection, check-out time, and travel time. An additional *thirty (30) minutes* per day shall be included in all runs that are scheduled to relieve other operators who already have the revenue vehicle at its remote starting location, except for relief's at UNCW campus which will receive 25 minutes travel time.

ARTICLE 14. RUN TIME AND OVERTIME

SECTION 1.

Regular runs shall pay not less than eight (8) hours. All hours worked by an operator on his/her day, or days, off shall be paid for at one and one-half times his/her regular hourly basic wage rate, provided the operator has not had an unexcused absence that week. A Doctor's note in itself does not make an unpaid sick absence excused. Paid sick days will be considered an excused absence for this purpose.

- a) Overtime shall not be paid for any of the following non-revenue related work.
Employees receiving training, attending meetings, incident reports, D&A or DOT exams
- b) No bus operator may operate a Company vehicle for over twelve (12) consecutive hours. Unless a sixty (60) minute rest period has been taken, no bus operator may operate a Company vehicle for over 13 hours in a single workday.

SECTION 2. All hours worked by an operator in excess of eight (8) hours shall be paid for at one and one-half times his/her regular hourly basic wage rate with the following exception:

The company may develop four (4) day work weeks, that pay ten (10) hours each day at the straight time rate without incurring overtime for these bid shifts. Any hours worked over the ten (10) hours would be paid at the overtime rate. If a ten (10) hour workday should happen to occur during a paid holiday, the employee who bid this shift shall receive ten (10) hours of holiday pay. If an employee calls out sick when scheduled to work a ten (10) hour shift, they may use up to ten (10) hours of sick time if they have at least ten (10) hours of sick time accrued. If an employee takes a vacation week while holding this bid shift, they will receive forty (40) hours of vacation pay provided they have at least forty (40) hours of vacation time accrued.

SECTION 3. Forced Overtime

When work remains unfilled after the means outlined in Article 10 have been exhausted, the parties affirm the past practice of assigning unfilled shifts by using reverse seniority.

Employees will be forced no more than once per calendar month.

Refusals to perform assigned work under this section may lead to disciplinary action up to and including termination as follows:

- 1st offense- One (1) day suspension
- 2nd offense- Three (3) day suspension
- 3rd offense- Five (5) day suspension

- 4th offense- Termination

All discipline for Mandatory Overtime shall be cleared after twelve (12) months

ARTICLE 15. WEATHER CONDITIONS

SECTION 1. If service is cancelled due to adverse weather conditions, meaning conditions beyond our control, the regularly scheduled operators will be paid not less than eight (8) hours or the actual time worked if they report. If they are called in during adverse weather conditions, they will be paid for the time worked but not less than eight (8) hours. If they are not called in or cannot report they will be allowed to use any available vacation time, floating holidays, or sick time once the vacation time and floating holidays are exhausted. The Employer may provide lodging for all employees working as directed by management during the emergency evacuations. In accord with management plans for evacuation, if for some reason (unforeseen circumstances) time does not allow the Employer to prepay for lodging in advance, the Employee must submit a copy of their lodging receipt for reimbursement at least one (1) week prior to the next pay period to be eligible for reimbursement on the next pay cycle.

Where lodging is required for an employee, the Employer shall provide per diem to that employee who works during the emergency evacuations according to the General Service Administration (GSA) for the city that service is being provided.

ARTICLE 16. OPERATOR WAGE INCREASE-

SECTION 1. The regular basic hourly rate for Bus Operators will be as indicated below:

<u>Effective Date</u>	<u>Current</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
First Six Months	\$17.24	\$17.92	\$18.64	\$19.39
Second Six Months	\$17.57	\$18.27	\$19.00	\$19.76
Third Six Months	\$17.93	\$18.65	\$19.40	\$20.18
Fourth Six Months	\$18.28	\$19.01	\$19.77	\$20.56
Fifth Six Months	\$18.70	\$19.45	\$20.23	\$21.04
Sixth Six Months	\$19.07	\$19.83	\$20.62	\$21.44
Thereafter	\$23.29	\$24.22	\$25.19	\$26.20

Employees with 10+ years of service will receive an additional one dollar (\$1.00) per hour for each hour worked.

The Company reserves the right to increase wages and incentives for the life of the agreement by providing written notification to the Union.

The company will provide Hazard Pay to all bargaining unit employees. Such pay shall be made on a one-time non-precedent-setting basis; shall be paid in the first payroll following ratification; and shall be evenly split amongst bargaining unit employees of all classifications (including Maintenance) who were employed on or before March 29, 2020, and on the date of ratification. The total amount of hazard pay for the bargaining unit will not exceed \$46,400.

ARTICLE 17. HOLIDAY BONUS

SECTION 1. The Company will pay to each employee covered by this agreement on the first Friday of December, a Holiday Bonus in the amount of \$(250) two hundred fifty dollars each year of this contract. Employees on probationary status at this time will be eligible to receive the bonus upon successful completion of the probation period. These payments are to be made in a separate check.

ARTICLE 18. SAFETY MEETINGS & ACCIDENT PREVENTION

SECTION 1. Employees shall receive actual time, but not less than one (1) hour, at the straight time rate of pay for each safety meeting they attend, provided they are not already being paid, and attendance at such meetings will be required. If an employee is on vacation, or on sick leave, he/she will not be required to attend, however, the Company may require a make-up meeting to be attended within four weeks of the employee's return to duty.

SECTION 2. The Company will pay all operators thirty (30) minutes at the regular hourly base rate for the proper preparation of accident and/or incident forms required by the Company.

ARTICLE 19. OPERATOR TRAINING

SECTION 1. Operators shall be paid one dollar (\$1.50) per hour over and above their regular wage rate while training new operators.

The Company may decide on the number of Operators to support the Training function and their schedules. The selected Operators will be paid an additional \$1.50 per hour while serving in that official training capacity. This position shall perform duties concerning the training of newly hired employees and the retraining of existing employees. An appointment to this position is open to all full-time Operators and is based upon-the Operator's qualifications including good

communication skills, good attendance, good customer service record and qualifications for future full-time promotion. Further, applicants must meet the following minimum qualifications:

- 2 years minimum driving experience as a Class B CDL Operator
- 2 years minimum driving experience with WAVE Transit.
- No more than one (1) preventable accident in the last eighteen (18) months prior to bidding for the position.

The Company will share its selection of trainers with the union at which time the union will share any concerns it has regarding the process or choices. After the sharing of the Company selection the parties will mutually agree on the selection of trainers.

ARTICLE 20. CDL RENEWAL

SECTION 1. The Company will pay the fee for renewal of Commercial Driver's License for all employees with one or more years of seniority who are required to have a Commercial Driver's license.

ARTICLE 21. UNIFORMS

SECTION 1. It is agreed by the Union that operators will wear the type, quality and color of uniform provided by the Company.

- a) Effective June 30, 2014, uniform allowance will be \$300 Drivers who have been employed for less than 12 months will receive a pro rata allowance for uniforms on that date based on their months of employment. *Additional allowance for special circumstances if provided by the employee in writing will be considered.*
- b) All new operators will receive an initial set of uniforms purchased by the Company. This initial set will include five pairs of trousers, shorts, or skirts, one belt, six long-sleeved or shirt sleeve shirts, and one winter jacket. Hats and caps will continue to be provided by the Company. Employees will be responsible for cleaning their uniforms. Employees will be responsible for having a pen.
- c) Effective June 30th of each year each operator will be provided an annual uniform allowance of \$300 to replace his or her uniforms.
- d) Drivers and maintenance employees agree to always have their most current driver's license, DOT card, on the person.

e.) In the event the style or specifications of uniforms are changed at any time employees may continue to wear their old-style uniform for another year so long as they are serviceable.

SECTION 2. The Company will provide uniforms for MAINTENANCE employees. The Company will pay the full cost of the maintenance employees' uniform service. Maintenance employees shall wear the uniform designated by the Company.

Each service employee will be issued one set of foul weather gear, pants, jacket, hat, and boots and such items will be replaced as needed.

ARTICLE 22. MAINTENANCE EMPLOYEE ALLOWANCE

SECTION 1. The Company agrees to allow each Technician A, Technician B, Technician C, and Technician D a tool allowance and one pair of safety shoes.

SECTION 2. In August of each year Technicians A, B, and C will receive a tool allowance up to \$475 for reimbursement and Technician D a tool allowance up to \$400 for reimbursement. Receipts of tools and boots purchases will be provided to management within ten (10) calendar days of purchase. *Allowances can be requested in writing in advance.*

The safety shoe allowance will be limited to \$160 for each maintenance employee to be received in August of each year.

SECTION 3. In order to be entitled to a tool allowance an employee must have worked 75% of his or her assignments during the twelve-month period immediately preceding the allowance date of uniforms or tools. If an employee works less than 75% of his or her assignments he or she will be entitled to a prorated uniform or tool allowance credit equal to the percentage derived by the ratio of his or her days actually worked to 75% of his assignments. Any employee with less than 12 months seniority on August 1, shall receive 1/12 of the allowance for each full month of seniority.

ARTICLE 23. CUSHION ALLOWANCE

SECTION 1. The Company will furnish up to two (2) Cool Cushions per year to operators turning in worn out cushions.

ARTICLE 24. VACATION SCHEDULES

SECTION 1. A vacation schedule is hereby established to provide rest and relaxation for the employee and in order that he or she may return to his or her duties refreshed and invigorated to a degree that he or she can perform more efficient and able service.

SECTION 2. Employees will only earn and be allowed annual vacation as of December 31, of each calendar year, in accordance with the following schedule:
Each employee with less than one (1) full year of seniority and has worked seventy-five percent (75%) of his or her assignments for the period will be allowed one twelfth (1/12) of their annual vacation for each month worked where seniority has been compiled sixteen (16) days of the calendar month. Vacation periods are not to exceed one (1) week with pay. Each employee with one (1) full year of seniority to two (2) full years of seniority and has worked seventy-five percent (75%) of his or her assignments for the year will be allowed an annual vacation of one (1) week with pay.

SECTION 3. Vacation bidding will be held each year in October. Bidding will be done by seniority with a scheduled time to bid vacation week(s). Each employee will have one (1) day to bid their accrued vacation weeks(s). Vacation accrued between 10/1 of the previous year and 9/30 of the current year will be available for employees to bid for use beginning 1/1 of the next year and ending 12/31 of the next year.

SECTION 4. Each employee with two (2) full years of seniority to six (6) full years of seniority and who has worked seventy-five percent (75%) of his assignments for the year, will be allowed an annual vacation of two (2) weeks with pay.

SECTION 5. Each employee with six (6) full years of seniority to twelve (12) full years of seniority and who has worked seventy-five percent (75%) of his assignments for the year will be allowed an annual vacation of three (3) weeks with pay.

SECTION 6. Each employee with twelve (12) full years of seniority to twenty (20) full years of seniority and who has worked seventy-five percent (75%) of his assignments for the year will be allowed an annual vacation of four (4) weeks with pay.

SECTION 7. Each employee with twenty (20) or more full years of seniority and who has worked seventy-five percent (75%) of his assignments for the year will be allowed an annual vacation of five (5) weeks with pay.

SECTION 8.

The company will provide a minimum of one vacation slot each week of the year. During the period while UNCW is not operating mid-May to mid-August the Company will offer 6 vacation slots for each full week during this period. During the period while

UNCW is not operating during the week of Spring Break or during full weeks the service does not operate around the Christmas/New Year's break the Company will offer 4 vacation slots. This number of slots may be reduced if service levels are reduced by 10 percent or more. Exceptions are, however, that no vacation slots will be available for bid during the week UNCW returns for Fall session or the week of the Azalea Festival.

SECTION 9. Vacation periods shall not be cumulative and shall be arranged by mutual agreement between the employees and the Company.

SECTION 10. The selection of vacation periods shall be governed by seniority. Any employee leaving the service prior to the end of a calendar year shall be allowed his prorated vacation for the current year to date of his leaving the service.

SECTION 11. In determining prorated vacation, an employee will be allowed one-twelfth (1/12) of annual vacation for each month worked where seniority has been compiled sixteen (16) days of the calendar month.

SECTION 12. Vacation pay for regular operators shall be computed on the basis of the hours of the regular run at his regular straight time basic rate. Vacation pay for Maintenance employees and extra operators shall be at his regular straight time basic rate for eight (8) hours per day.

ARTICLE 25. HOLIDAY

SECTION 1. The following days, or the days on which they are publicly observed, are hereby recognized as holidays: Martin Luther King's Birthday, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Employee's Birthday.

SECTION 2. USE OF FLOATING HOLIDAY: Employee must request in writing on form provided at least eight (8) days in advance of date requested. Employer approval still required. Employer will notify employee within five (5) days of date sought (2) days after bid request received). In addition to the listed holidays, each employee will be allowed a total of three (3) floating holidays each year: one (1) floating holiday between January 1st. and April 30th: one (1) floating holiday between May 1st. and August 31st. and one (1) floating holiday between September 1st. and December 31st. of each year. Starting July 1, 2018, employees with 5 years of continuous full-time seniority will receive one (1) additional floating holiday. The employees will have one (1) year to use the additional floating holiday (July 1 through June 30) per year. To be eligible for a floating holiday an employee must have six months of continuous full-time seniority. The floating holiday will be granted on any assigned workday upon five (5) days advance request.

Requests of less than 5 days may be granted by the Company if sufficient manpower is available so the work may be covered at no additional cost to the Company. The Company agrees to allow one employee off per day during the year using accrued paid time off (floating holiday, birthday, individual vacation day). The employee may use his/her birthday holiday within ninety (90) days after his/her birthday. During the summer months (mid-May through mid-August) the company may allow a second person off for accrued paid time off, 24 hours in advance if it has sufficient staffing to cover the work at no additional cost to the company.

Juneteenth: Employees are allowed to use an Optional Flex for Day, June 19th. The Employer will not give an occurrence; However, you will need to request 2 weeks in advance in writing and approved. Employees may use PTO Time, Sick, Vacation Pay or Holiday Pay for such Day if approved or leave as unpaid day. The Employer will attempt to satisfy request if operations are not significantly disrupted.

-Year 1 Flex Day for Juneteenth, June 19, Year 2 Flex Day at a minimum Union and Company shall have a negotiations day in May 2023 for how Juneteenth shall be handled, Year 3 Flex Day at a minimum, Union and Company shall have negotiations in May 2024 for how Juneteenth shall be handled.

The notification procedure will apply to all day off requests, single day vacations, floating holidays, birthdays.

The Company has the right to designate the number of employees off on any given day. Should any employee be unable to take the floating holiday during the four-month period, they will be paid for that holiday after the end of the four-month period.

SECTION 3. Employees who work on these days shall receive a minimum day's pay of eight (8) hours at their straight time basic rate in addition to the pay for their hours worked (it being understood that the assignments operated on a holiday shall begin at the straight time basic rate of pay, in accordance with the provisions of this agreement). Employees who do not work on these days shall receive a minimum day's pay of eight (8) hours, except employees on Leave of Absence, Inactive Status, Drawing Sick Pay, or employees not available for work both the day before and the work day after the holiday. To be considered available under this paragraph an employee must advise the dispatcher where he can be reached by telephone and be able to report within one (1) hour. If above mentioned holiday should fall within a regular vacation period, an employee shall be paid holiday pay (at straight time basic rate), in addition to the vacation pay.

SECTION 4: All probationary employees will receive paid holidays.

ARTICLE 26. BEREAVEMENT

SECTION 1. In the event of the death in the family of an employee's present spouse, children, father or mother, blood brother or sister, mother-in-law, father-in-law, grandparents, grandchildren, current step-father, current step-mother, current step-children and current foster children, the employee shall be granted, upon application thereof, necessary time off to attend to funeral arrangements, etc., up to a maximum of three (3) calendar days and shall receive straight time pay for all time lost within these limits. It is agreed that the days indicated should be consecutive calendar days, one of which must be the day of the funeral.

SECTION 2. Employees will be granted one (1) day without pay to attend a funeral with proper notice of at least seventy-two (72) hours. Proper documentation must be provided, or an unexcused absence will be recorded.

ARTICLE 27. SICK LEAVE

SECTION 1.

- a) On the 1st day of each month, all employees with more than sixty (60) days seniority will accumulate one additional day of accumulated sick leave, to a maximum of 120 days. However, any payment of sick time under this provision will be charged against the employee's accumulation and will diminish such accumulation by the number of days of sick time paid. Since the purpose of this provision is to build up the maximum amount of accumulated sick time, the employee agrees not to call upon it for minor ailments.
- b) Full time employees may be eligible for one of the following:
 - (1) Any full-time employee who completed at least one (1) year of service and has not used any sick leave during the previous year from the date of contract ratification may use a maximum of 32 hours paid sick time as personal paid time off (PPT) per year.
 - (2) Any full-time employee with more than 480 hours of accrued sick time July 1 of each contract year (starting July 1, 2016) may use a maximum of 32 hours of paid sick time as personal paid time off (PPT) per year.

(3) At no time may any employee convert more than a total of 32 hours per contract year.

c) Full Time employees are allowed up to four (4) hours (five hours for 10 hour runs) of paid sick time. Employees may use these partial sick days up to three times per year.

d) Employees leaving services of the Company after 30 years of continuous service shall be paid 75% of their banked sick leave, and those leaving the company after 25 years shall be paid at 50%, at the time of their retirement. This amount will be paid as a contribution to their 401k plan.

SECTION 2. Employees who do not have attendance problems and who are eligible for sick leave shall be paid from the first full day of illness. Employees requesting sick pay for absences of three or more days shall be paid only if they provide a doctor's note (the doctor's note must be a signed physician's statement on the physician's letterhead, completed by the employee and the physician to designate date of examination, and estimated date of return to work.) If there is a pattern of apparent abuse by an employee, the Company reserves the right to establish a three-day waiting period for sick leave pay for employees with a pattern of abuse. Employees shall have their attendance records reviewed after ninety (90) days of being required to provide a doctor's note. It is understood and agreed that this accumulation of sick time shall be considered solely for the protection of a person while in the employment of the Company; that it will not be considered as accruing to any employee for any other purpose and the Company will not be required to pay to any employee any amount accumulated to his credit upon the termination of such active employment, except as agreed to for employees who retire with 25 years or more of service.

SECTION 3. Employees holding outside employment with employers covered by the Worker's Compensation Act who have a compensable accident in such employment shall not be entitled to the above sick leave. Employees entitled to Worker's Compensation shall not be entitled to the above sick leave.

SECTION 4. Employee 's who have called out sick or are on FMLA on a day service has been cancelled due to weather conditions or some other regional crisis will not be paid accrued sick time for the days the service has been cancelled unless they provide proof of illness.

Employees are welcome to cash in accrued vacation time or roving holiday time to make up for the loss of service if they desire.

Employees who cash in vacation time for loss of service hours will be eligible to take their scheduled bid vacation during the week they had signed up for but will only be paid for the remaining vacation accrued from the prior year's accrual.

Employees who have no vacation time remaining may not take the week of vacation they had bid if they have used up all of their vacation prior to the week bid.

ARTICLE 28 ABSENTEEISM

SECTION 1.

- a) The absenteeism policy will monitor the number of occurrences of absenteeism in a rolling 12-month period. An occurrence will result when an employee misses all or part of an assigned shift due to illness, or injury, leaving early for any other reason, a miss out or no show. Absences of consecutive workdays will count as one occurrence. Company approved Leaves of Absence or approved unpaid bereavement leave; workers compensation days off, FMLA, or any paid leave, excluding sick pay will not count as an occurrence.
- b) Any employee that incurs a sixth (6th) occurrence will receive a written warning.
- c) Any employee incurring a seventh (7th) occurrence will not be paid for the first three days on any illness or injury for that occurrence unless they have been admitted overnight into a hospital.
- d) Any employee incurring an eighth (8th) occurrence within a rolling 12-month period may be disciplined up to and including discharge.
- e) For the purpose of converting from the language of the expired CBA to the language stated in this section, an employee shall remain in the disciplinary stage that he/she was in as of the date of ratification of this Agreement. For example, an employee who, as of the ratification date, had incurred a 9th occurrence as outlined in paragraph D shall remain in paragraph D but with only 7 total occurrences, and the 8th and 9th occurrences will be removed from his/her record.

ARTICLE 29. DOT PHYSICALS

SECTION 1. Each employee shall provide the Company, at any time designated by the Company (at least every two (2) years during his or her seniority month), upon forms to be provided by the Company, with a physical examination report from a DOT physician. Such physical examination to have been made and said report to have been rendered by a physician designated as acceptable to the Company, the cost of said examination to be borne by the Company. If such aforementioned physical examination shows the employee to be physically incapable of performing his duties and said employee is not satisfied, he may, at his own expense, be examined by a physician of his own choice. If

the conclusion of the physician of his own choice and the physician designated by the Company is at variance as to the said employee's capability to perform the required work, then and in that event the two physicians shall choose a third physician and the cost of the examination of the third physician shall be divided equally between the Company and the employee, and a majority decision of the three physicians shall be considered final.

SECTION 2. The Company shall pay the employee two (2) hours pay at his/her straight time rate for the initial physical examination and follow up examinations required by the issuing of temporary DOT physical cards but not for follow up visits due to failures to pass the DOT physical.

ARTICLE 30. ALCOHOL/SUBSTANCE ABUSE

SECTION 1. The Company and the Union agree to adopt the WAVE drug and alcohol program dated December 18, 2015, Revision 005. Any regulatory change shall have precedence over this contract and the policy.

ARTICLE 31. PENSION PLAN

SECTION 1. The Company and Union agree to establish the Amalgamated Transit Union National 401K Pension Plan (Plan) as the retirement savings program for employees. Participation in the Plan is mandatory. The Company will contribute into each employee's account 5% of each employee's gross earnings and each employee must contribute 4% of his or her gross earnings. The Company will make appropriate payroll deductions from each participating employee's pay and forward all amounts to the Plan.

SECTION 2. The Plan will be governed by the rules and regulations as established by the Plan trustees. No assurances of performance or otherwise are given or offered by the Company beyond making the required contributions to the Plan. It shall be the Union's responsibility to provide necessary Plan documents and required reports to participating employees, although the Company will cooperate with the Union in assuring that Plan information is distributed to employees through the Company's location communication system, whenever reasonably practical.

ARTICLE 32. COURT

SECTION 1. When an employee attends court at the request of the Company and in its behalf, he/she will be paid at his/her regular hourly rate for the hours he/she would normally have worked during the time he/she was attending court (extra board employees eight (8) hours). When an employee is required to appear as a juror or as a

witness in a work-related incident under subpoena before any court having the power to subpoena, he or she will be paid at his or her regular hourly rate for the hours he or she would normally have worked. An employee required to appear in court under subpoena will not have such time counted against him/her as an unexcused absence.

SECTION 2. In case of emergency an employee called to work extra when on jury duty will be paid over and above his/her regular jury allowance for time worked.

ARTICLE 33. SENIORITY STATUS

SECTION 1. Company seniority shall be established as of the date of hire, in any department of the Company. The Departments of the Company shall be defined as Operations Department and Maintenance Department.

SECTION 2. In addition to Company seniority, each employee shall have Department Seniority. Operations Department seniority for operations shall be established as of the completion of training and the hour and date of first regular assignment. If two or more operators begin such duty the same day, seniority will be determined by a random drawing of names. Seniority of Maintenance Department employees shall be established as of the hour and date service is first performed for which pay is received.

SECTION 3. In addition to Maintenance Department seniority, each Maintenance Department employee shall have Classification seniority. Seniority in each classification shall be established as of the hour and date service is first performed in a classification for which pay is received.

SECTION 4: Operators previously employed as part-time and promoted to full-time will be placed at the bottom of the full-time seniority roster and shall receive a new seniority date in their new classification.

Operators previously employed as part-time and promoted to full-time shall receive all full-time benefits including their new full-time operator rate based on existing benefits eligibility requirements.

ARTICLE 34. TRANSFER STATUS

SECTION 1. Employees may transfer from one department to another when vacancies occur. Employees who transfer to another department shall retain and accumulate their department seniority for a period of 90 calendar days from the date of transfer. Employees may return to their former department within such 90 calendar days period and suffer no loss of seniority. Employees who do not return within such 90 calendar

days period shall forfeit their former department seniority and in the event, they later return to their former department would be placed on the bottom of the department seniority roster. Transferring employees will keep the seniority for the purposes of earning vacation but not for the purposes of progression pay, bidding, or selecting work.

SECTION 2. The 90 calendar days period referenced herein may be extended by mutual agreement of the Union and the Company, on a case-by-case basis, to accommodate circumstances not anticipated by the parties.

ARTICLE 35. MAINTENANCE PROMOTIONS

SECTION 1. Promotions of MAINTENANCE employees will be made from class to class as positions in higher classes are available and as employees qualify for same, but it is understood that employees, although qualified for higher classifications, will not be moved up until positions in higher classifications are available. All qualifications being equal, including the employees' work records, vacancies in higher classifications and new jobs will be filled on the basis of seniority.

SECTION 2. Choice of work and shifts within the classification will be governed by seniority, with the understanding that ability to perform is to be considered.

SECTION 3. Maintenance classifications will be as follows: 1) Master Technician, 2) Senior Technician, 3) Technician, 4) Mechanic, and 5) Service Employee.

ARTICLE 36. TOOLS

SECTION 1. Mechanics will furnish all small tools, including wrenches, up to one (1) inch, for their individual use in their work and the Company will furnish all other tools. Flashlights, batteries, rubber gloves, rubber boots, raincoats, rags and other safety equipment will be furnished to those employees whose work requires such equipment. Employees will be required to turn in used or worn out flashlights, batteries, rubber gloves, rubber boots, raincoats, safety equipment, and dirty rags to the stockroom and/or tool room before securing replacements. When leaving the employment of the Company, equipment will be returned or paid for, reasonable wear and tear excepted.

SECTION 2. The Company will continue its present practice of passing on to mechanics any discount it may be able to obtain in the purchasing of tools and also the replacement of worn out or broken tools upon the same being turned in. No mechanic will be required to loan his/her personal tools to other individuals or mechanics in the maintenance department.

ARTICLE 37. FIRST AID SUPPLIES

SECTION 1. The Company agrees to purchase and furnish for the use of employees a kit containing all necessary first-aid materials.

ARTICLE 38. MAINTENANCE WORK SCHEDULE

SECTION 1. The work week of MAINTENANCE employees shall be seven consecutive calendar days, beginning at 12:00 AM Sunday morning and ending at 11:59 PM Saturday night, and the work day shall be any period of twenty-four (24) consecutive hours. The hours of work for MAINTENANCE employees shall be forty (40) hours per week, to consist of five (5) consecutive days per week for mechanics and technicians and to the extent possible for service employees, said days to be eight (8) consecutive hours each, excluding a lunch period not to exceed one (1) hour.

SECTION 2. No employee will be compelled to lose time in place of any overtime worked or time worked beyond his/her regular scheduled work week, or for any time on his/her day or days off.

ARTICLE 39. PAYRATE FOR MAINTENANCE AND EMPLOYEE CLASSIFICATION

SECTION 1. The following basic rates of pay shall be established for MAINTENANCE Employees for hours worked only.

<u>Effective Date</u>	<u>Current</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
Technician A		6.33%	4%	4%
Start	\$25.79	\$27.42	\$28.52	\$29.66
After 1 Year	\$25.97	\$27.61	\$28.71	\$29.86
After 2 Years	\$26.14	\$27.79	\$28.90	\$30.06
After 3 Years	\$26.30	\$27.96	\$29.08	\$30.24
Technician B		5.33%	4%	4%
Start	\$23.34	\$24.58	\$25.56	\$26.58
After 1 Year	\$23.49	\$24.74	\$25.73	\$26.76
After 2 Years	\$23.63	\$24.88	\$25.88	\$26.92
After 3 Years	\$23.77	\$25.03	\$26.03	\$27.07
Technician C		4.33%	4%	4%
Start	\$22.42	\$23.39	\$24.33	\$25.30
After 1 Year	\$22.57	\$23.55	\$24.49	\$25.47
After 2 Years	\$23.47	\$24.49	\$25.47	\$26.49
After 3 Years	\$22.84	\$23.83	\$24.78	\$25.77

Technician D		4%	4%	4%
Start	\$21.28	\$22.13	\$23.02	\$23.94
After 1 Year	\$21.41	\$22.27	\$23.16	\$24.09
After 2 Years	\$21.57	\$22.43	\$23.33	\$24.26

Service Employee		4%	4%	4%
Start	\$15.75	\$16.38	\$17.04	\$17.72
After 1 Year	\$15.88	\$16.52	\$17.18	\$17.87
After 2 Years	\$16.05	\$16.69	\$17.36	\$18.05

Maintenance employees with 10+ years of service will receive an additional one dollar (\$1.00) per hour for each hour worked.

The Company reserves the right to increase wages and incentives for all eligible employees within the designated job classification employees during the life of the agreement by providing written notification to the Union.

The company will provide Hazard Pay to all bargaining unit employees (see Article 16).

An additional .25 for each Transit ASE certification, up to a max of 6. HVAC recovery is the only Non-transit ASE that will be accepted, and the company will pay for all company-required maintenance training.

Should any employee be appointed by the Company as a working foreman, he shall be paid fifty (50) cents per hour over and above the rate allowed to his classification. All employees in the maintenance department must receive their CDL within 6 months of employment. The Company will provide CDL training.

SECTION 2. Service requirements shown above with respect to classification refer to time employed in the specific classification involved, and not to length of total employment in any or all classifications.

SECTION 3. The Company agrees to give MAINTENANCE employees a ten (10) minute break. The time of such break to be set by the MAINTENANCE Superintendent, but the Company reserves the right to require any employee to work during such break by substituting another time for such employee.

SECTION 4: Class "A" Technician: A Class "A" Technician is defined as a maintenance employee who performs timely and effective diagnostic tests and repairs on or to any vehicle or equipment assigned to the transit property. Such work shall be performed in a highly competent manner and without supervision, and

he/she shall be qualified to accept the responsibility of supervising and training (when assigned) maintenance employees in a lower classification.

SECTION 5: Class "B" Technician: A Class "B" Technician is defined as a maintenance employee who performs timely and effective diagnostic tests and any repairs on or to any vehicle or equipment assigned to the transit property with little or no supervision.

SECTION 6: Class "C" Technician: A Class "C" Technician is defined as a maintenance employee who repairs, major or minor, any vehicle equipment assigned to the transit property with reasonable supervision as needed.

SECTION 7: Class "D" Technician: A Vehicle Service Technician is defined as a maintenance employee who performs minor routine repairs including, but not limited to, bulb replacement, visual brake inspections, check fluid levels, change fluids, check belts, etc. and perform PMIs on any vehicle assigned to the facility.

SECTION 8. The foregoing paragraphs are only intended to describe in part, work performed by said classes of employees and to give some distinction between the works of said classes of employees, but does not prohibit other work being performed by them.

Shop Foreman: Shop Foreman is defined as a knowledgeable and dependable employee. These employees have the ability to receive directions, organize two (2) or more employees to complete specific maintenance tasks, and complete logs, records, and reports to assist the Maintenance Shift Supervisor.

Should any employee be appointed by the Company as a Shop Foreman, he shall be paid fifty (50) cents per hour over and above the rate allowed to his classification. All employees in the maintenance department must receive their CDL within 6 months of employment. The Company will provide CDL training.

Lead Person: A Lead Person is defined as a maintenance employee who has demonstrated exceptional professionalism and technical skills as a Class "A", Class "B" or Class "C" mechanic. In the absence of the shift supervisor, a Class "A" mechanic will take responsibility for shop work under the control of the Director of Maintenance. In the absence of the shift supervisor, and a Class "A" mechanic, a Class "B" mechanic will take responsibility for shop work under control of the Director of Maintenance. In the absence of a shift supervisor, a Class "A" mechanic and a Class "B" mechanic, a Class "C" mechanic will take responsibility for shop work under the control of the Director of Maintenance. A Lead Person will not be responsible for administration of the disciplinary program.

Electronics Technician: An employee who is responsible for diagnosing and repairs of all the electronic devices for the fleet. These components include but are

not limited to; Fareboxes, tracking systems, video systems, head signs and passenger counting systems. This employee must have great knowledge in electrical functions and can work with limited supervision.

ARTICLE 40. ARBITRATION/GRIEVANCE PROCEDURES

SECTION 1. The Union reserves the right to grieve and/or arbitrate any Company rules that it believes are unreasonable or unreasonably applied.

SECTION 2.

- a) The Company shall not discipline an employee, nor will entries be made against an employee's record without just cause. However, nothing shall prevent the Company from removing an employee from work while it conducts an investigation. When disciplinary action is anticipated, the employee will be notified in writing of the charges prior to commencement of the discipline. Such notification to the employee shall be issued not later than ten (10) days after the Company receives the report of the possible violation or incident on which discipline would be based. A copy of this written notice shall be sent to the Union President or designated representative of the Union simultaneously with issue to the employee. All aforementioned correspondence will be electronic.
- b) A meeting will be conducted within seven (7) days after the date of the written notice of alleged charges and possible discipline is issued to the employee. The Company will provide a written statement of its discipline decision to the employee within seven (7) days of such meeting, and the Union President will be provided a copy of the written statement at the same time it is issued to the employee.
- c) Discipline rendered as a result of the written statement of discipline shall commence no later than 10 days following the date of the written statement of discipline.
- d) The Company shall notify an employee, by copy, at the time discipline or commendation is placed into his or her personnel/service record and permit an employee, or Union representative upon the employee's request, to check or copy his or her record.
- e) Anonymous and unidentifiable complaints shall not be entered on an employee's record. The Company agrees that it will not take disciplinary action against any employee solely on the basis of anonymous complaints.

- f) Time limits shall be determined by date of postmark or hand delivery. The periods of time set forth in this Section shall exclude Saturdays, Sundays, and Holidays. This item applies to the entire Article 40.

SECTION 3. Grievances – All grievances that may arise during the life of this Agreement will be handled in the following manner:

- a) The employee and/or the Union shall present the grievance, in writing, to the supervisor designated by the Company within ten (10) days from the happening upon which the grievance is based.
- b) The written grievance shall be in such detail so as to identify the nature of the complaint, the name of the aggrieved employee or employees, and the date and place of the occurrence.
- c) Failing satisfactory disposition of such grievance on this level by written decision within ten (10) days from date of receipt of grievance, the matter may be presented in writing to the General Manager or his or her designee, of the Company, if such appeal is made in writing within ten (10) days following receipt of the supervisor's written decision.
- d) The General Manager or his or her designee will render his written decision in the matter within ten (10) days, excluding Saturdays, Sundays and holidays, following the date of receipt of appeal.
- e) Time limits shall be determined by date of postmark or hand delivery. It is agreed that either party who fails to comply with the time limits outlined in this Article shall forfeit its case if the parties don't mutually agree in writing to extend the time limitations, or agree to waive the forfeiture. The periods of time set forth in this Section shall exclude Saturdays, Sundays, and Holidays.

SECTION 4.

- a) Failing satisfactory settlement of any grievance by the General Manager or his or her designee, such grievance may be submitted to arbitration provided the aggrieved party notifies the other party hereto of its intent within thirty (30) days following receipt of the General Manager, or his or her designee's decision.

- b) Within ten (10) days of providing notification under part (a), the party requesting arbitration must request the Federal Mediation and Conciliation Service to furnish a list of five (5) persons from which one (1) may be selected as the impartial arbitrator. The parties shall jointly share the applicable fee for securing the FMCS list.
- c) The parties, no later than ten (10) days after receipt of such list, shall determine by lot the order of elimination, and thereafter each shall in that order alternately eliminate one (1) name until only one (1) name remains. The remaining person on the list shall be the impartial arbitrator.
- d) The findings of the impartial arbitrator to be final and binding on the parties hereto.
- e) The impartial arbitrator shall meet as soon as possible to hear the parties and weigh all evidence and arguments on the matter and shall give his written decision thereon within thirty (30) days following the date of the hearing.
- f) Each party, or their representatives, will have the right to examine all papers, or documents offered in evidence and to examine the report of the Board, and will have the right to examine or cross examine all witnesses.
- g) Time limits shall be determined by date of postmark or hand delivery.
- h) It is agreed that either party who fails to comply with the time limits outlined in this Article shall forfeit its case if the parties don't mutually agree in writing to extend the time limitations, or agree to waive the forfeiture. The periods of time set forth in this Section shall exclude Saturdays, Sundays, and Holidays.
- i) The Company and the Union may, by written request, waive any steps in this section in cases involving a discharge.

ARTICLE 41. NO STRIKE, NO LOCKOUTS

SECTION 1. During the term of this Agreement, the grievance machinery of this Agreement and the administrative and judicial remedies provided by statute for remedying unfair labor practices shall be the sole and exclusive means for settling any dispute between the employees or the Union and the Company. Accordingly, during the term of this Agreement, neither the Union nor the Employees will instigate or engage in any strike, including a sympathy strike, slowdown, work stoppage, or any other intentional interruption of service or production, regardless of the reason for doing so.

SECTION 2. The Union recognizes that in the event of a work action, as described above, the Union its Officers and Stewards, have an obligation and a duty to urge any and all employees who may be involved in such activity to cease such activity and to immediately return to work. In no event shall a Union Officer or Steward who is an employee of the Company engage in any activity prohibited by this Article.

SECTION 3. An employee who has been determined by the Company to have violated the provisions of the Article may be disciplined up to and including discharge. Such discipline shall not be subject to the Grievance and Arbitration provisions of this Agreement.

SECTION 4. The Company shall institute no lockout of employees during the terms of this Agreement.

ARTICLE 42. INSURANCE

SECTION 1. The Company will make available to all employees the Company's basic medical insurance plan. The insurance plan premiums are subject to change each July 1. If the premium increase is 10% or more on any plan anniversary date, the Company and the Union will meet to consider alternative levels of coverage to hold the rate increase down. However, if the Company and Union do not reach agreement, the benefit levels in effect on January 1, 2017, will be continued. The Company may provide alternative insurance plans but will have no duty to continue to provide multiple plan choices.

SECTION 2. Effective January 1, 2016, the Company will pay 75% towards the cost of employees-only coverage and 81% toward the cost of dependent-level coverage for all employees. No insurance supplement will be paid.

SECTION 3. The Company will provide life insurance equal to or better than the current life insurance plan as of July 29, 2010.

SECTION 4. The Company agrees to provide each bus operator with a \$100,000 felonious assault insurance coverage (currently Policy No. C-2881 with Union Labor Life Insurance Company).

SECTION 5: The policy for health insurance selected by the union in 2020/2021 (Blue Cross/Blue Shield) remains in effect for the next year, July 1, 2023, through July 30, 2024, and any increase for this next year shall not exceed the prior 2% (2021//2022) increase for this upcoming year, which is July 1, 2024 to June 30, 2025.

ARTICLE 43. DISCRIMINATION

SECTION 1. The provisions of this Agreement shall be applied equally to all employees. The Company and the Union agree that there shall be no discrimination against any employee on the basis of sex, race, color, age, religion, or national origin, or disability for which with or without a reasonable accommodation the employee can perform the essential functions of the job.

ARTICLE 44. PART-TIME EMPLOYEES

SECTION 1. The Company may hire a maximum of twelve (12) part-time operators; however, no part-time operator may be utilized if a full-time operator is on lay off.

SECTION 2. The wage rates and fringe benefits provided part-time bus operators shall be limited to:

- a) Hourly rates for part-time bus operators shall be 80% of the hourly rates under Section 15.
- b) Part-time operators shall be limited to 30 hours of work per week on fixed route service (with the exception of the Article 10 procedure). However, the Company may, at its discretion, assign work in excess of 30 hours per week fixed-route service if the extra board is exhausted or if regular operators are not available for the extra work.
- c) Part-time bus operators shall be entitled to holiday and holiday pay as outlined in Article 25, except that holiday pay shall be on the basis of two hours for each holiday. Part-time bus operators shall also receive 25% of the Christmas Bonus.

- d) Part-time bus operators shall receive a vacation allowance on the basis of 4 hours pay for each 208 hours worked during the previous calendar year.
- e) Participation of part-time bus operators in a pension plan will be governed by the provisions of the Transit Management of Wilmington Local Union 1328 Retirement Plan.
- f) Part-time operators who have worked at least thirty (30) hours in a week will not be assigned to open bid runs if a full-time operator is available.
- g) Promotion of a part-time employee to a full-time position will be determined by the sole discretion of the Company; however, the Company agrees to consider hours worked, customer service record, safety record, and attendance record.
- h) Operators previously employed as part-time and promoted to full-time will be placed at the bottom of the full-time seniority roster and shall receive a new seniority date in their new classification.

Operators previously employed as part-time and promoted to full-time shall receive all full-time benefits including their new full-time operator rate based on existing benefits eligibility requirements.

ARTICLE 45. EMERGENCY RESPONSE

SECTION 1. In the event of an emergency that threatens our community, it is our responsibility to respond with the ability to use every vehicle to assist the local governments with evacuations, transporting goods or emergency personnel to the affected area, and /or protecting our equipment by moving it to a safe location. During adverse weather or emergency events all employees must report to work at their assigned time unless otherwise instructed by their supervisor. If not scheduled to work and an emergency is declared it is the responsibility of all employees of Transit Management of Wilmington to contact their supervisor for instructions. Employees that fail to report to work will face discipline up to and including the possibility of termination.

ARTICLE 46. SUPERVISOR ROLES

SECTION 1. Supervisory employees shall not be permitted to do any work performed by employees covered by this Agreement, with the exception of emergency conditions when no bargaining unit employees are available.

The Company will make every effort to relieve the supervisor with a bus operator as soon as possible.

ARTICLE 47. TECHNOLOGY:

The Company may employ new technology, including, but not limited to, video systems, GPS, Drive Cam, ZONAR, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of drivers, passengers, and the public, and compliance with all federal, state, and local driving rules and regulations by both the driver and the motoring, cycling, 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 in a Company vehicle and may be used as evidence in any grievance or arbitration proceeding. In the event any data or recording is used as evidence for purposes of disciplinary action or for use in any grievance or arbitration proceeding, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. If requested by the Union, the Company will furnish a copy. The Union agrees that the copy will only be used by the Union to provide representation of the employee in grievance and arbitration procedures contained within this Agreement and will not be shared with others. 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. It is agreed that the Company will not use recordings against any represented employees for the purposes of finding misconduct or the issuing of discipline as a result of fishing. The Company shall meet with the Union before implementation of new technology on an advice 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 a disagreement concerning any implementation of new technology as stated in this section.

ARTICLE 48. LEGAL AGREEMENT

SECTION 1. Should any part or portion of this Agreement as herein contained be rendered or declared illegal, legally invalid or unenforceable by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by decision of any authorized government agency, such invalidation of such part or portion shall not invalidate the remaining parts or portions thereof. In the event of such occurrences, the parties agree to meet immediately and, if possible, negotiate substitute

provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect.

SECTION 2. No provisions or terms of this Agreement may be amended, modified, changed, altered or waived except by written document executed by the Company and the Union.

SECTION 3. The terms set forth in this Agreement constitute the complete and entire agreement between the Company and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waiver the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or to any subject or matter which the parties could have known of by reasonable diligence. This Contract ends any prior past practices.

ARTICLE 49. COMPLETE AGREEMENT AND WAIVER

- a) During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. This Agreement contains the entire understanding, undertaking, and the agreement of the Company and the Union and finally determines all matters of collective bargaining for its term. Changes in this Agreement must be reduced to writing and executed by both the Company and the Union.

- b) This Agreement comprises the total and entire Agreement pertaining to wages, rates of pay, hours of employment and other terms and conditions of employment with respect to the employees covered by this Agreement. There are no side agreements, oral agreements, or other agreements not encompassed herein, which either the Union or any employee in the unit may hereafter raise based on past practice or otherwise, which will entitle the Union or any employee to any right, privilege or other benefit not specifically set out herein. All past practices, whether written or oral, existing prior to the effective date of this Agreement are

terminated as of the effective date of this Agreement unless they have been reduced to writing and expressly incorporated into the terms of this Agreement.

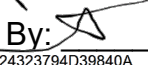
- c) No provisions or terms of this Agreement may be amended, modified, changed, altered or waived except by written document executed by the Company and the Union.
- d) The Company and Union agree that they will comply with all Local, State, and Federal Laws.

ARTICLE 50. TERM OF AGREEMENT

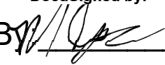
This Agreement shall remain in effect starting at Ratification through JUNE 30, **2026**, and from year to year thereafter if neither party shall give the other written notice sixty (60) days prior to JUNE 30, **2026**, or JUNE 30 of each year thereafter, of its desire to terminate, negotiate changes in, additions to, or deletions from the existing agreement.

Cape FearTransit Management

ATU LOCAL 1328

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 By: 
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Cristin Tolen, Transdev, Regional Vice President

DocuSigned by:
 By: 
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Michael General , ATU 1328, President

DocuSigned by:
 Pamelyn Usher-Miller
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Pamelyn Usher-Miller, Transdev, General Manager

DocuSigned by:
 Clifton Hill
 15D570887F5D403...

Clifton Hill, ATU 1328, Finance Officer

Date: _____
2/19/2024

Date: _____
2/19/2024