

**COLLECTIVE BARGAINING
AGREEMENT**

Between

**UNITED WORKERS OF AMERICA
LOCAL 322**

and

MEGABUS NORTHEAST, LLC.

Effective:

July 1, 2014

Through

June 30, 2017

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AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of December, 2014 by and between MEGABUS NORTHEAST, LLC., a Delaware Corporation, having its principal place of business at 349 First Street, Elizabeth, New Jersey 07206, (hereinafter referred to as the “Company” and “Employer”) and UNITED WORKERS OF AMERICA, Local 322, 367 Long Beach Road 147, Island Park, New York 11558, (hereinafter referred to as the “Union”).

PURPOSE

WHEREAS, the Union represents the majority of the Employees of the Employer in the unit described herein; and

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will provide a working understanding between the Company and the Union, to provide as satisfactory service to the public as possible, to provide as good working conditions for the members of the Union as possible and properly protect the interest of the Company, with respect to the operation of the Company and the relations to exist during the term of this Agreement between the Company and the members of the Union, and the parties hereto mutually agree as follows.

ARTICLE 1 - UNION SHOP/RECOGNITION

A. Pursuant to the Certification of Representation issued by the National Labor Relations Board in an election conducted in NLRB Case No. 22-RC-131888, the Employer recognizes the Union as the bargaining agent for all full-time and regular part-time bus operators employed by the Employer at its Elizabeth, NJ, Camden, NJ (the “Philadelphia” facility), and Landover, MD locations, excluding school bus operators, dispatchers, ticket agents, maintenance workers, guards and supervisors as defined in the Act.

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B. All Employees covered by this Agreement and employed for a period of thirty (30) days from the effective date of this Agreement or from the date of employment, whichever is the latter, shall join the Union, and thereafter remain a member of the Union as a term and condition of employment.

C. There shall be a ninety (90) day probationary period for all employees. During said probationary period, the Employer may discharge any new employee for any reason, whatsoever, without recourse. Said discharge shall not be subject to the grievance or arbitration clauses. Employees shall not be entitled to any of the benefits set forth herein during the probationary period.

D. The employer shall discharge any employee covered by this Agreement upon receipt of written notice from the Union that said employee is not a member in good standing of the Union (non-payment for dues and/or initiation fee).

ARTICLE 2 - DISCHARGE AND DISCIPLINE

A. No employee who has passed his probationary period shall be discharged, suspended or disciplined without cause. The Employer will notify the Shop Steward and the employee of the discharge, suspension or discipline and the reason therefore as soon as practical, with a copy of the notice also to be emailed to the Union at info@unitedworkers.us . The employee or the Union shall have the right, within seven (7) business days from the time of receipt of said notice, to appeal the Employer's action and such shall be considered a grievance to be dealt with in accordance with the grievance and arbitration procedures herein contained, except that the first step shall be at the level of management that made the decision in question. Failure to timely appeal the notice will result in a bar to proceeding on the appeal.

B. Reasons for summary discharge, provided just cause for such actions are demonstrated, shall include but not be limited to: fighting in the workplace; theft; drunkenness; battery; insubordination involving the employees refusal to obey a direct order when safety is not in issue; sleeping while on duty; possession of deadly weapons of any kind; the use, possession or trafficking of illegal drugs in any manner during working hours or on Company property; the use or possession of alcoholic beverages in the plant or the use on Company property; intentional falsification of material maintenance and repair records; recklessness resulting in a serious accident while on duty; and the call or participating in a strike or other action in violation of Article 15 of this Agreement.

C. Any employee taking three (3) or more consecutive scheduled working days off without personally notifying the Human Resources Department or Supervision, with due regard for the situation , will be subject to immediate dismissal.

D. When inefficiency or lack of effort exists and is documented on the part of any employee, and after due counseling and progressive discipline from the supervisory forces of the Employer to the employee in the presence of a Shop Steward, and the employee continues to fail to conform to the fair production or other standards of the Employer, such failure shall be cause for discharge.

E. The failure of the Employer to exercise the right of discharge for any reason given hereunder on one or more occasions, or with respect to one or more employees, shall not be considered as a waiver, or to deprive the Employer of the privilege to nevertheless exercise such right with respect to other employees or at any other time during the term hereof.

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F. PROGRESSIVE DISCIPLINE

When the Company follows progressive discipline it shall utilize the following procedure:

1st	Verbal Warning (recorded in writing)
2nd	Written Warning
3rd	Suspension of 1 day
4th	Suspension of up to 5 days
5th	Termination

The Employer may compress or extend the progressive disciplinary process based upon the circumstances, subject to challenge by the Union.

G. Warning letters must be sent to the Union, with a copy to the employee and the Shop Steward, stating the specific reasons for the warning. The employee or the Shop Steward shall sign the warning indicating receipt. Should the employee feel that the warning is unjustified, he/she shall nevertheless sign the letter, to acknowledge its receipt, but to also have the right to appeal through the grievance procedure. Warnings shall be grievable but not subject to arbitration unless further discipline is issued based on the warnings.

ARTICLE 3 – NO DISCRIMINATION

A. The Company agrees that it will not discriminate in the hiring of employees or in their training, up-grading, promoting, transfer, layoff, discipline, discharge or otherwise, because of race, creed, color, national origin, political affiliation, sex, sexual orientation or marital status.

B. It is hereby agreed between the parties hereto that all employees covered by this Agreement having any claim, complaint or cause of action involving any alleged discrimination or harassment of any kind by the employer or its agents shall be subject to the Mediation and Arbitration clause of this Agreement. Further, all relief for said claims shall be solely covered by the Mediation and Arbitration clause contained within this Collective Bargaining Agreement.

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ARTICLE 4 - MODIFICATION OF AGREEMENT

Neither the Employer nor any individual employee or group of employees shall have the right to modify or waive any of the provisions of this Agreement. The Employer will not enter into any individual agreements or arrangements with any of the employees covered by this Agreement. Any modification must be in writing, duly executed by an authorized agent of the Employer and by the President or Secretary Treasurer of the Union.

ARTICLE 5 - CHECK-OFF

A. The Company agrees to deduct from the salary of any present or future employee covered by this Agreement who have signed a Deduction Agreement which in substance reads as follows:

"I HEREBY AUTHORIZE AND DIRECT MY EMPLOYER TO DEDUCT FROM MY WAGES, AND PAY TO THE UNION AT SUCH TIME AND IN SUCH AMOUNT AS THE UNION, BY NOTICE TO THE EMPLOYER SHALL SPECIFY UNION MEMBERSHIP-DUES INCLUDING INITIATION FEES AS DUE FROM ME DURING THE PERIOD OF THIS AUTHORIZATION."

"THIS AUTHORIZATION SHALL NOT BE REVOCABLE FOR A PERIOD OF ONE YEAR FROM THE DATE HEREOF OR THE TERMINATION OF THE COLLECTIVE BARGAINING AGREEMENT COVERING MY EMPLOYMENT, WHICHEVER OCCURS FIRST. IT SHALL THEREAFTER CONTINUE IN FORCE AND EFFECT FOR SIMILAR PERIODS UNLESS REVOKED BY ME BY NOTICE IN WRITING TO THE UNION AND TO THE EMPLOYER..."

B. Once a month, out of my first salary payable in each month, the amount of the dues and initiation fees the employee is required to pay the Union for the month, such monies, when deducted, shall be deemed to be in trust for the exclusive use and benefit of the Union, until paid over to the Union by the Company. As to all new employees, the Company will

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deduct from their salaries such amounts, as the Union will bill the Company for the purpose specified.

C. The Union agrees that it will file with the Company, written authorization for such deductions; prior to such deductions being made.

D. In the event that the Company fails to remit said dues and initiation fees within the time set forth hereinabove, the Union shall have the right to submit the matter to arbitration or to sue for the same and may recover all expenses incurred in the collection thereof.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. There shall be no interference with, nor disruption of, work on account of any claim, dispute, difference or grievance that should arise between the Employer and the Union or its members. All claims, disputes, differences or grievances that should arise between the Employer and the Union or the employees as to the interpretation and application of any provisions of this Agreement shall be settled in accordance with the following procedure only:

FIRST STEP: All matters coming under this Article shall first be discussed between the aggrieved employee and the member of management having jurisdiction over the subject matter and to whom the aggrieved employee is directly responsible. The aggrieved employee may have the Shop Steward with him if he so requests. In order for the grievance to be valid it must be discussed at this first level within seven (7) days (not including weekends) of its alleged occurrence. If an individual employee has a grievance related solely to him, he has the right to decide not to pursue the grievance, which decision shall be binding upon the Union. If the Union is the aggrieved party, it shall initiate its grievance at the SECOND STEP herein. In the event no satisfactory settlement is arrived at, the procedure will then go to the SECOND STEP.



SECOND STEP: The aggrieved employee either directly or through his Union will, within seven (7) days (not including weekends) of the FIRST STEP discussion, write out the grievance, which will state the general nature of the grievance, on a form to be supplied by the Union and submit his appeal of the FIRST STEP answer to his Supervisor who shall render his answer in writing within seven (7) working days (not including weekends). In the event no satisfactory settlement is arrived at, the procedure will then go to the THIRD STEP.

THIRD STEP: The aggrieved employee and his Shop Steward and the Union's Business Representative shall, within seven (7) days (not including weekends) of the receipt of the SECOND STEP response, make an appointment with the General Manager, who shall meet with them within ten (10) working days to discuss the grievance and its respective appeals. Within ten (10) working days of that meeting, the Manager of Operations shall answer the grievance in writing. In the event that no satisfactory settlement is arrived at, the procedure will go to the FOURTH STEP.

FOURTH STEP: If the grievance is not resolved in the THIRD STEP the parties shall have the right to submit the matter to non-binding grievance mediation before a mediator designated by the Federal Mediation and Conciliation Service. In the event that no satisfactory settlement is arrived at, the procedure will go to the FIFTH STEP

FIFTH STEP: If the grievance is not resolved in the FOURTH STEP, the parties shall have the right to submit the matter to arbitration. The moving party shall submit a written request to arbitrate, within thirty (30) days of the unsuccessful mediation in STEP FOUR or receipt of the decision in STEP THREE if there is no mediation. The following arbitrators shall serve on a rotating basis:

1. Gary Kendellen

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2. J.J. Pierson

The moving party shall provide the other party with a statement of the nature of the dispute it seeks to be arbitrated. The parties' right to arbitrate shall be limited to the issues set forth in the written statement of the submission.

Section 2.

A. Grievances involving suspension or discharge shall be submitted directly to Step 3. In order to be timely filed, such grievance must be submitted in writing to the Employer's General Manager within seven (7) calendar days.

B. 1. The time periods and limits provided in this Article shall not include Saturdays, Sundays or contractual holidays. Such time periods may be extended only by mutual agreement of the Employer and the Union. In the absence of such agreement, the time limits shall be mandatory.

2. Accordingly, the failure of the aggrieved employee(s) or Union to file a grievance initially, to process a grievance in any of the Steps in the grievance procedure thereafter, and/or to submit the grievance to arbitration in accordance with the express time limits provided herein shall constitute a prohibition of that grievance from going forward to the next step in the Grievance and Arbitration Procedure.

3. The failure of the Employer to submit a response in any of the Steps of the Grievance and Arbitration Procedure or to meet with the Union Business Representative within such time periods shall not constitute acquiescence thereto or result in the sustaining of the grievance. The failure to so respond or meet shall at the Union's option be deemed a denial of the grievance as of the expiration date of the applicable adjustment period and the Union, if it desires to pursue the grievance further, may proceed to the next step in the Grievance and

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Arbitration Procedure. Alternatively, the Union shall be permitted to continue to wait for the Employer to submit its answer on the grievance.

Section 3. The Arbitrator may consider and decide only the particular grievance presented to him by the Employer and the Union, and his decision shall be based solely upon an interpretation and application of the provisions of this Agreement. The award of the Arbitrator so appointed shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, subtract from or otherwise modify or change the terms and conditions of this Agreement and is bound strictly to the procedural requirements of this Agreement. The Arbitrator shall not have authority to hear more than one grievance at a time, unless both parties authorize him/her in writing to do so.

Section 4. Should either party fail to attend the hearings set by the arbitrator, after due notice thereof, the arbitrator shall be empowered to proceed with the hearing in the absence of either party and shall be empowered to render a final decision and award.

Section 5. The cost of arbitration, which shall include the fees and expenses of the Arbitrator, and an original of the transcript where mutually agreed upon, shall be borne equally by the parties. Each party shall pay any fees of its own representatives and witnesses for the time lost, and the cost of the transcript where there is not mutual agreement to order it.

Section 6. It is agreed that the use of the Grievance Procedure set forth herein shall be mandatory and shall be regarded as the sole and exclusive machinery for the adjustment of claims or grievances. The Union may not at any time resort to economic action in support of grievances while they are being processed or thereafter.

Section 7. Unless otherwise provided for in this Agreement, the Union, in its sole and absolute discretion, may refuse to process any grievance, or if processed initially, may refuse to

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further process it, or may settle any grievance at any stage. Such action by the Union shall be final and binding upon the members of the bargaining unit. It is further understood and agreed that a decision of the Union not to exercise its right to request arbitration shall be final and binding upon the members of the bargaining unit.

ARTICLE 7 - SAFETY PROVISIONS

A. The Company will make reasonable provisions for the safety and health of its employees and shall comply with all Federal, State and Local requirements for safeguards and cleanliness.

B. The Company and the Union will have monthly labor/management meetings to review safety and employee issues. Minutes of these meetings will be posted on the Union Bulletin Boards.

C. The Company will, whenever possible, provide working electrical outlets for the use of the drivers at its dispatch facilities.

ARTICLE 8 - OPERATION AND CONTROL

A. The management of the Company and the direction of the working forces, including the right to hire, suspend, discharge for just cause, or transfer, and the right to determine the size of the working forces, as well as all scheduling, the number of shifts and hours-of employment, belong solely to the Employer (Company).

B. This listing of specific management rights in this Article is not intended to be nor shall it be considered a restriction of or a waiver of any of the rights of the Company not listed and not specifically surrendered in this Agreement whether or not such rights have been exercised in the past.

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ARTICLE 9 - WORK STOPPAGE

A. Under no circumstances shall strikes, sympathy strikes, stoppages of work, walkouts, slow-downs, picketing, refusal to work or perform any part of duty, or other interference with or interference of the normal conduct of the Company's business, be ordered, sanctioned, permitted, or enforced by the Union or its representatives.

B. In consideration of the foregoing, the Company agrees not to lock-out or cause to be locked out any employee covered under the provisions of this Agreement.

C. In the event an unauthorized work stoppage or strike occurs, the Union will make immediate efforts to return the strikers to the respective jobs and shall request the strikers cease such action. The Company agrees, in consideration of the performance of the Union of the aforesaid undertakings, to absolve the Union, its officers and agents, for any liability, suit for damages for breach of contract or of any kind of character whatsoever. It is distinctly understood and agreed that the Union will not be held liable for any unauthorized or outlaw strikes or individual acts or actions of any employee or group of employees.

D. Should any employee or group of employees fail to report to work after being notified by the Union and Company to do so, the Company shall have the right to summarily discharge the aforesaid employee or group of employees.

ARTICLE 10 - MILITARY SERVICE

All military leaves shall be provided by law, in any event the employee, upon returning from the military service, shall be restored to their former position at the prevailing rate of pay, on the basis of seniority, and the time spent in military service is to be considered as time actually employed by the Employer. Reinstatement, however, must be applied for within thirty (30) days after being honorably discharged, and the applicant must be physically able to work.

ARTICLE 11 - REDUCTION OF BENEFITS

A. Nothing in any provision of this Agreement shall be construed as to affect a reduction in the wage rate of any employee or to increase the number of hours per week, which the employee shall be compelled to work in order to earn his present weekly salary.

B. Any employee enjoying wages, hours or conditions more favorable than required by the management, shall continue to receive the same. It being understood that this Agreement shall not be construed as to permit diminution of any existing benefit.

ARTICLE 12 - SENIORITY

A. Seniority is an employee's tenure, within his classification, from his/her most recent date of hire. In the event an operator's seniority is terminated, and he/she is later rehired, the operator will be treated as a new hire.

B. Drivers transferring to another Megabus facility in the bargaining unit will keep their Company-wide seniority for all purposes, including those who have transferred before the effective date of this Agreement.

C. In the event of a slack season or insufficient work, the Employer shall, upon notification to the Union, have the right to layoff one or more employees. In the event of a layoff, said lay-off(s) shall be made based on seniority, as well as the employee's ability to perform the available work. The Employer shall solely decide the ability to perform the available work. As to recalls this shall likewise be true.

D. Seniority shall be lost under the following circumstances, which are also grounds for immediate termination:

1. If an employee resigns or voluntarily leaves the employment of the Company.

2. If an employee has been discharged by the Company for just cause.
3. If an employee fails to return to work from a layoff within five (5) days after notification by the Company, by certified mail, to the employee's last known address.
4. If any employee has been laid off for a period of three (3) consecutive months
5. If an employee is absent without notifying the Company for two (2) consecutive days.
6. If an employee exceeds the time limits for an authorized leave of absence.
7. If an employee is absent because of proven illness or injury for a period in excess of six (6) months. In the event of absence for less than six (6) months because of proven illness or injury, employee must notify Employer within sixty (60) days of his intentions to return to work, and must bring a doctor's certificate upon returning, certifying that he is able to perform his duties.

E. Each employee is at all times responsible for having a correct address and telephone number on file at the Company's office. Notification to the personnel department of address and/or telephone number change shall meet company requirements. Upon notification, the personnel department shall issue the employee a written receipt acknowledging the change. All notices mailed to employee shall be deemed to have been properly given if mailed to the last known address on file.



F. Requests to transfer within the bargaining unit shall be granted if there is an opening at the desired new location and the current position can be back-filled.

G. RUN PICKS - (full-time operators only)

1. Driver run picks will be held dependent on the needs of the business with a minimum of four (4) times per year. Whenever possible runs will be posted five (5) days prior to bidding for review. The Shop Steward or his/her designated representative will be present during the run picks/bidding process.
2. Minor changes to runs will not be subject to a bid so long as there are no changes to the days off and no significant changes to start and finish times.
3. The Company will give an estimate on when picks will be conducted. The duration of the new pick will be communicated to the bargaining unit as soon as said information is known.

ARTICLE 13 - SAVING CLAUSE

Should any part of this Agreement or any portion thereof be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction or by the decision of an authorized governmental agency, invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

In event of such occurrence the parties agree to meet immediately and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. Should the parties be unable to agree on substitute provisions, the matter shall be referred to



mediation or arbitration as herein provided in Article 6. The remaining parts and provisions of this Agreement shall remain in full force and effect.

ARTICLE 14 - SURVIVAL OF CONTRACT

The Company shall be bound by the terms of this Agreement, as to the location of the Employer's place of business as above mentioned.

ARTICLE 15 - SHOP STEWARD

A. The Company shall recognize an employee as Shop Steward only after having received written notice of his selection or designation by the Union. Assistant Shop Stewards shall be recognized as Shop Stewards. The Shop Steward shall be the last to be withdrawn by the Company from employment in case of insufficient work or slack season, and the first to be rehired, providing he or she is qualified to perform the existing work. Under no circumstances shall the Company discriminate against the Shop Steward. The Shop Steward will not be restricted from work at any time that the Company is open and operating, providing he is able and qualified to perform the work. Determination as to the qualifications or the ability to perform the work shall be based solely on the Company's opinion.

B. Neither the Shop Steward nor any Shop Committee or group of employees covered by this Agreement is authorized to cause or engage in any strike, slowdown, or stoppage, or interfere with the normal operation of the Company, in the shops or places of business of the employers, or order the discharge of any employee, nor shall he for any purpose whatsoever, be deemed the agent of, or authorized to act for the Union. If the above occurs, the Company has the right to discharge such employees, as long as it can establish the misconduct as a matter of fact.

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C. The Union may designate the following number of Chief Stewards and Assistant Stewards:

Elizabeth	1 Chief and 3 Assistants
Camden	1 Chief and 1 Assistant
Landover	1 Chief and 2 Assistants

ARTICLE 16 - BULLETIN BOARDS

The Employer agrees to furnish for the sole use and benefit of the Union, adequate and appropriate Bulletin Board in conspicuous places at the place of business of the Employer, which shall be known or referred to as the Union Bulletin Board.

ARTICLE 17 - UNION REPRESENTATIVES

Only authorized representatives of the Union shall have access during working hours to the premises of the Employer, and shall be permitted to make inspection of membership cards of all employees and of the Employer's payroll records of the units covered by this Agreement for the purpose of ascertaining whether the provisions of this Agreement are being duly complied with by the Employer in good faith, or in regards to any matter connected with the terms of this Agreement.

ARTICLE 18 - UNIFORM ALLOWANCE

A. Upon completion of training, all full-time operators will receive an initial uniform allowance (voucher) of \$260. After completion of his/her probationary period, all full-time operators will receive an additional uniform allowance (voucher) of \$175.

B. All full time operators will also receive a uniform allowance (voucher) of \$212 on the anniversary date of their release from probation.

C. Accordingly, these employees are required to wear the Company's prescribed uniform, which may change from time to time at the discretion of the Company.

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D. Employees shall have their names embroidered on their uniforms, but may limit their name to first name and last initial.

ARTICLE 19 - BENEFITS (full-time employees only)

A. HEALTH INSURANCE - The Company agrees to pay into the United Workers Health Fund ("Fund") for all full-time employees (scheduled to work more than 16 hours in a week) in order to provide comprehensive health care benefits. Effective January 1, 2015 the Company will contribute \$540 per month for all employees who have completed their probationary period. Single (individual) employee coverage will be provided by the Fund without any additional contribution. If an employee elects to have parent + one child coverage they must contribute \$200 per month, and the Company will pay an additional \$100 per month for a total Company contribution of \$640. If an employee elects to have spousal coverage or family coverage they must contribute \$400 per month, while the Company will pay an additional \$200 per month for a total Company contribution of \$740 per month.

B. RATE INCREASE - Rates are subject to a maximum increase of 7% on January 1, 2016 and January 1, 2017.

C. LIFE INSURANCE -The Company will provide life insurance of one times (1x) the employee's annual salary to a maximum of \$50,000.

D. HOLIDAYS - Full-time employees will be eligible for holiday pay on the following holidays:

New Year's Day	Easter
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	

Two (2) Personal Days of the employee's choice.

Effective July 1, 2015 two (2) Utility Days, which may be treated as two (2) additional Personal Days or two (2) Sick Days

Each holiday payment will be made for the day that the applicable holiday is observed. To qualify for a holiday payment, operators must have completed their probationary period and have satisfied the eligibility requirements of within this section.

An employee who fails to work or complete his work assignments on his last scheduled work day preceding the holiday, the holiday and his first schedule work day following the holiday, will not be eligible for the holiday pay. An employee, who requests to be excused from work in writing, on any of the qualifying days, as described above and the request are granted, will be eligible for the holiday payment.

Holiday pay shall be based on eight (8) hours pay at the employee's hourly rate of pay.

Personal Holiday Conditions - Employees must schedule time off on the Personal Holiday of their choice at least seven (7) days in advance (At least 24 hours advance notice for an emergency). The Personal Day request shall be deemed granted unless denied within four (4) days of the request. Requests for the day off will be honored on a first come first basis, provided there is sufficient manpower available on the date in question. Approved Personal Days will be granted to drivers who request a Personal Day(s) for Weddings, Graduations & Religious Holidays/Events (Communion, Confirmation, Bar Mitzvah, etc.) covering the employees children and grandchildren and Births of employees own children, Funerals as per Art. 19(F) and Court Dates for employee with proof. Employees, who do not schedule their personal holidays by December 10 each year, will receive payment for the holidays in the last pay week before Christmas.

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E. VACATIONS –

1. Vacations will be earned yearly based on the employee's most recent date of hire (full-time employees only). Employees must work a minimum of 200 days each year, between their anniversary dates (date of hire) to be eligible for vacation. Full-time employees that have not completed one full year of employment will not be entitled to any vacation pay for time off. The pay for a vacation week will consist of five (5) eight-hour days, at the employees' hourly rate of pay.
2. Vacation time will be picked yearly, for the upcoming one-year period. Employees who have earned a vacation, after completing the following time periods, will be permitted to pick a vacation during the upcoming period January 1 through December 31.
 - After completing one (1) year employment – one (1) week vacation.
 - After completing two (2) years employment - two (2) weeks' vacation.
 - After completing seven (7) years employment three (3) weeks' vacation.
 - After completing twelve (12) years employment- four (4) weeks' vacation.
3. When an employee requests a vacation outside the normal vacation pick period, the Company must respond in writing within two (2) weeks of the request.

4. If a driver misses a day of his normal scheduled multi-day run due to vacation, he/she will be afforded the opportunity to do another available run on the other day.
5. Upon termination of employment for any reason employees will be paid their accrued, unused vacation time.

F. BEREAVEMENT PAY - Full-time employees, who have completed their probationary period, shall be entitled to a maximum of three (3) consecutive days off with pay when a death occurs in his immediate family, namely the date on which the funeral takes place and the two (2) days immediately preceding said date. Immediate family shall mean father, mother, spouse, children, brother and sister. Additionally, employees shall be granted three (3) unpaid days off to attend the funeral of, a current mother or father-in-law, grandparents, grandchildren or brother or sister of a spouse.

To be entitled to compensation under this section, an employee must notify the Company as soon as possible that a death in his family has occurred and submit proof, if requested, that he attended the funeral service. An employee who is eligible for payment under section, shall be paid eight (8) hours straight time (at the employee's rate of pay), for each day that he is eligible for compensation (maximum of three (3) days).

The employee will not be entitled to funeral pay if the leave falls on a paid holiday, paid vacation, the employee's regular day off or when the operator is not scheduled to work for any reason.

G. 401(K) PLAN - Full-time employees will be permitted to join the Coach USA, Inc, 401K Retirement Savings Plan after completing 12 months service.

The Company participation in the 401(k) Plan will be based on the voluntary participation each employee and subject to all applicable laws and rules. The Company will contribute a sum equal to one-half (1/2) the first five percent (5%) voluntarily contributed by the employee. (This change will take effect the first quarter after ratification).

(Example: if the employee contributes 1% of his pay the Company will contribute 1/2 of 1%; if the employee contributes 2% the Company will contribute 1%; if the employee contributes 5% the Company will contribute 2 1/2 %, etc.) It is understood that the terms of the plan may be changed from time to time, as set forth more fully in the plan documents.

H. CREDIT UNION - The Company will establish a Federal Credit Union effective with the signing of this Agreement.

ARTICLE 20 - BUS OPERATOR - RATES OF PAY

A. The base hourly pay rate for bus operators is currently \$20.80 per hour. The hourly rate of pay for newly hired operators will be \$.50 less per hour during the operator's first 90 days of employment.

B. Drivers will be paid \$12.00 per hour for training until they are released for revenue service. Revenue service is defined as after classroom training, behind the wheel training and route training, and after the driver is released for driving on a revenue producing route by themselves.

C. Effective July 1, 2015, the base hourly pay rate for bus operators will be \$21.45 per hour.

Effective July 1, 2016, the base hourly pay rate for bus operators will be \$22.10 per hour.

D. A driver will receive an additional \$1.50 per hour, if the operator is on duty for the entire time between 1:00 a.m. and 3:00 a.m. The operator who meets this requirement will receive the additional \$1.50 per hour for the entire shift.

E. Runs cancelled due to weather: If driver reports to work and remains for full shift they will be paid their full shift, if driver does not report to work driver will not be considered absent.

F. Per Diem Benefits on Over Night Stays:

<u>Entire Day</u>	\$30.00
<u>Partial Day</u>	
Breakfast	\$6.00
Lunch	\$10.00
Dinner	\$14.00

G. RATIFICATION BONUS – The Company shall pay a one time ratification bonus of \$750 to all non- probationary employees employed at the time this Agreement is ratified. The bonus shall be paid as soon as practical after the ratification vote. If an employee voluntarily leaves the employ of the Company prior to July 1, 2015 that employee shall return \$250 of the ratification bonus through a deduction from his/her final paycheck.

ARTICLE 21 - PHYSICAL EXAMINATIONS

Employees are required to obtain and maintain all licenses necessary to perform the requirements of their job classification. The physical examinations necessary to maintain the required licenses will be provided and paid for by the company. Employees are required to submit to physical examinations (at any time) at the direction of the Company and the Company will pay the cost of the examination. Testing for drug abuse and alcohol misuse will be a part of all physical examinations. Employees will be subject to drug and alcohol screening under the

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following circumstances; pre-employment, periodic physical examination, random, post-accident, reasonable cause and as part of a return-to-work physical examination. Medical locations will be within reasonable proximity to assigned work site.

ARTICLE 22 - LEAVE OF ABSENCE: (full-time employees only)

An employee who requires a leave of absence will be granted same, provided the leave of absence is covered by the Family Leave Act of 1993.

In the event that the employee, due to his illness, injury or medical condition, cannot return to work at the expiration of the leave, he may be granted an additional leave of absence for a period of time not to exceed and additional three (3) months (provided the time is continuous with the original family leave), during which time he will be guaranteed re-instatement. The Company will not incur any costs for payment of the operator's health insurance premiums following the third month of leave.

The possible six (6) month period of leave described herein will commence on the date the employee is first placed on leave. In no case will any employee be granted a leave of absence in excess of six (6) months (including any period of family leave) except if such additional leave is required as a reasonable accommodation under the Americans with Disabilities Act. Part-time employees are not eligible for any extended leave.

ARTICLE 23 - ASSIGNABILITY

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE 24 - EFFECTIVE DATE

All the terms and conditions of this Agreement shall be effective as of ratification except as otherwise indicated.

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ARTICLE 25 - SEPARABILITY

It is understood and agreed that if any provision of the Agreement of the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE 26 - COMPANY RULES - ADDENDUM "A"

1. Uniforms - A neat and well-groomed appearance, along with the proper uniform, is vital to an operator's effectiveness and acceptance by the public. Beards, goatees, mustaches and hairstyle must be well groomed and neatly trimmed at all times. All operators are required to be in uniform while on duty. No non-uniform items may be worn while in service. The Company shall have the right to send an employee home, discipline or discharge said employee for failing to report to work in the proper uniform.

2. All operators must, at the end of their workday, submit to the Company their properly completed daily log.

3. In cases where the Company advances money for tolls or other related expenses for a trip, the employees must return all money and receipts upon returning to the garage at the completion of his work assignment(s).

4. All charter orders, vouchers or any other paper work must be returned daily after the completion of the applicable work assignment(s).

5. All employees must submit a properly completed mileage reports after the completion of the applicable work assignment(s).

6. No employee shall be permitted to return to work, after calling in sick for three (3) consecutive days, without a doctor's note.



7. If an operator calls in sick or calls the Company for any other reason saying he will not be able to report to work, the driver must notify the Company at least four (4) hours prior to their assigned run.

8. All operators must report to work at least fifteen (15) minutes before their assigned run.

9. Any operator not having a regular run must call the office between 3:00 p.m. and 4:00 p.m. for the next day's assignment.

10. If an employee fails to observe any of the rules described above and/or any rules reasonably implemented by the Company, the Company has the right to either discipline or discharge that employee.

ARTICLE 27 - MISCELLANEOUS

A. If an employee is taken off of their scheduled run and put on another run that employee will be paid the greater of the two. If the total elapsed time is greater than the scheduled run the employee will be paid at the base hourly rate of pay for the time in excess of their scheduled run.

B. Union Leave of Absence - The Company will grant a leave of absence without pay to the steward and one other functionary of the Union to perform Union business, which requires their absence from work. The steward must submit the request in writing for such leave within three (3) working days of the start of such leave. Five (5) consecutive days are allowed for such leave with a possible extension of up to five (5) consecutive days, which will not be unreasonably denied.

C. Drug & Alcohol Testing - A payment of one (1) hour will be made, at the operator's base rate of pay, provided the time spent is outside of their scheduled run.

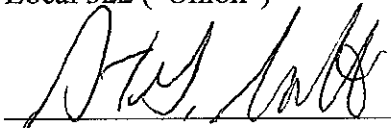
D. Any employee hired from a sister Coach USA Company will start at the bottom of the seniority roster.

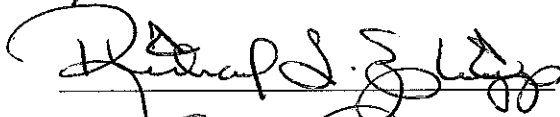
ARTICLE 28 - DURATION


The foregoing Agreement between the Employer and the Union shall continue in full force and effect from July 1, 2014 to June 30, 2017, and shall be automatically renewed from year to year thereafter unless, at least sixty (60) days prior to any expiration date, either party desiring to terminate or modify this Agreement shall notify the other party in writing.

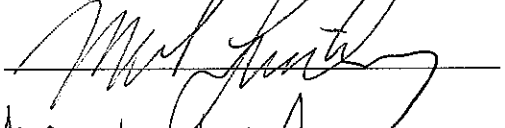
IN WITNESS WHEREOF, the parties hereto have set their hands and seal the date first written above.


United Workers of America
Local 322 ("Union")











Megabus Northeast, LLC
("Company")

