AGREEMENT

between

MV TRANSPORTATION
d/b/a/ EASTERN MA TRANSIT

MV Transportation, Inc.

and

LOCAL 1548
AMALGAMATED TRANSIT UNION

OCTOBER 1, 2022 thru SEPTEMBER 30, 2025
| ARTICLE (1)  | RECOGNITION                                                                 | 2 |
| ARTICLE (2)  | UNION SECURITY                                                              | 3 |
| ARTICLE (3)  | DISCIPLINE                                                                  | 8 |
| ARTICLE (4)  | ACCIDENT REVIEW BOARD                                                       | 1 |
| ARTICLE (5)  | MANagements RIGHTS                                                          | 12 |
| ARTICLE (6)  | GRIEVANCE AND ARBITRATION                                                   | 13 |
| ARTICLE (7)  | SENIORITY                                                                   | 16 |
| ARTICLE (8)  | REDUCTION IN FORCE                                                          | 18 |
| ARTICLE (9)  | HOURS OF WORK                                                               | 19 |
| ARTICLE (10) | BIDDING PROCEDURES                                                         | 20 |
| ARTICLE (11) | LEAVE OF ABSENCE                                                            | 27 |
| ARTICLE (12) | COURT APPEARANCES                                                           | 28 |
| ARTICLE (13) | HOLIDAYS                                                                    | 29 |
| ARTICLE (14) | SICK PAY / PERSONAL DAYS                                                    | 31 |
| ARTICLE (15) | WAGES                                                                       | 34 |
| ARTICLE (16) | VACATIONS                                                                   | 38 |
| ARTICLE (17) | GROUP INSURANCE                                                             | 42 |
| ARTICLE (18) | RETIREMENT                                                                  | 43 |
| ARTICLE (19) | UNIFORMS                                                                    | 44 |
| ARTICLE (20) | BEREAVEMENT LEAVE                                                           | 44 |
| ARTICLE (21) | BUS PARKING                                                                 | 45 |
| ARTICLE (22) | WASHING AND CLEANING BUSES                                                  | 45 |
| ARTICLE (23) | LICENSES                                                                    | 46 |
| ARTICLE (24) | PHYSICAL EXAMINATIONS                                                       | 46 |
| ARTICLE (25) | NO DISCRIMINATION                                                           | 47 |
| ARTICLE (26) | NO SRIKES - NO LOCKOUTS                                                     | 47 |
| ARTICLE (27) | OPERATOR SPARE BOARD                                                        | 48 |
| ARTICLE (28) | LOST ARTICLES                                                               | 49 |
| ARTICLE (29) | JOINT LABOR MANAGEMENT SAFETY COMMITTEE                                     | 49 |
| ARTICLE (30) | BTW                                                                         | 50 |
| ARTICLE (31) | SAVINGS CLAUSE                                                              | 52 |
| ARTICLE (32) | FULL AND COMPLETE AGREEMENT                                                 | 52 |
| ARTICLE (33) | DURATION                                                                    | 53 |
AGREEMENT

WITNESSED: That the purpose and intent of this Agreement is to provide a working understanding between the Union and the Company, each through its duly accredited officers; to provide as satisfactory services to the public as possible; to provide as good working conditions for said members as possible; to promote harmonious relations and mutual dignity and respect between the Company, the Union and workers, the establishment of an equitable and peaceful procedure for the resolution of differences; and to properly protect the interests of the Company in the operation of its bus lines to the highest standards of passenger transportation service to the public.

These Articles of Agreement are made and entered into as of the first (1st) day of October 2022 by and between MV Transportation Inc., hereinafter called the Company, Party of the first part, and Local 1548 of the Amalgamated Transit Union, hereinafter called the Union, Party of the second part.

General: Wherever the words ten days appears, it is understood to mean working days excluding Saturdays, Sundays and Holidays.

ARTICLE (1) RECOGNITION

A. The Company recognizes the Union as the sole and exclusive bargaining agent for all of its full-time, part-time and seasonal bus drivers, mechanics, electronic technicians, dispatchers, schedulers, office clerical workers, janitors and utility workers, including on-call workers, employed by the Company at its South Dennis, Massachusetts location and any other location put into operation during the term of this Agreement, but excluding all managerial workers, confidential workers, the Assistant to the General Manager,
guards and supervisors as defined in the National Labor Relations Act, as amended.

B. The Company’s recognition of the Union and the terms of this Agreement shall be binding upon the Company and the Union.

ARTICLE (2) UNION SECURITY

A. All employees covered by this Agreement shall be required, as a condition of employment, to maintain their Union membership or become dues-paying nonmembers, to the extent of paying initiation fees, membership dues and assessments uniformly required of all Union members during the life of this Agreement, to commence upon date of hire.

B. All employees hired after the ratification date of this Agreement shall, from their date of hire pay the initiation fee in full within a twelve (12) week period. As a condition of employment, become and remain members in good standing in the Union, or become dues-paying nonmembers to the extent of paying initiation fees, membership dues and assessments uniformly required of all Union members during the life of this Agreement. Thereafter, each employee shall pay membership dues and assessments uniformly required of all Union members during the life of this Agreement. Any employee, who has not paid their initiation fee in the twelve (12) consecutive week period from their date of hire, shall pay a combination of dues and initiation fee until the initiation fee is satisfied. Employee’s paystubs shall include all currently accrued personal, sick and vacation time.

C. The Company agrees to check off on a weekly basis the monthly dues, initiation fees and assessments of all employees who have authorized such check off in writing.
Any funds checked off shall be remitted to the Union no later than one (1) week after they were checked off. In the event, any employee shall not receive any pay on any payday for any reason whatsoever, the Company shall not have any responsibility to deduct such dues but the individual must make arrangements with the Union for the payment of the required dues on or before the twenty-fifth (25th) day of the calendar month. In the event, any employee is on vacation the Company will deduct the proper dues from the employee’s vacation check and submit it to the Union in accordance with the timetable listed above. In the event, any employee is out ill or otherwise not entitled to pay on said payday he or she must make arrangements to pay his or her dues directly to the Union.

D. The Union shall indemnify, defend and hold the Company harmless from any claims, demands, suits, or other liabilities arising out of this action taken by the Company in accordance with this Article (2) Union Security.

E. All employees covered by this Agreement shall become members of the Union, or become dues-paying nonmembers, within thirty (30) days after their date of hire by paying or agreeing to pay the initiation fee. The Union will allow ninety (90) days to pay the initiation fee from the date of hire, for any employee who elects to have it withdrawn from his or her pay. If an employee does not complete his or her thirty (30) day period, he or she shall receive all monies paid to the Union in full upon furnishing the Union with a written request to do so. No money will be refunded to any employee who has gone over the thirty (30) day limit. The Union will admit to membership without discrimination all employees covered by this Agreement provided they have met the requirements herein set forth in this Article (2) Union Security. Each month the Company will provide the Union designated officer with the names of all employees
covered by this Agreement, who have been hired, quit, retired, have been terminated, or otherwise left the Company during the previous month. The Company shall make available to the Union designated officer all newly hire or rehired employees within fifteen (15) days of employment for the purpose of introducing them to the Union and having them fill out all enrollment forms pertaining to the Union.

F. The Union will send a certified letter to the Company involving any employee covered under this Agreement who has been classified by the Union as "Suspended for Non-Payment of Dues" and is in violation of this Article by failing to pay initiation fee, dues and regular assessments required of all members. Within seven (7) calendar days from receipt of notification, the Company will remove from service and bar the employee from doing any bargaining unit work for the Company until the Company has received notification from the Union that the employee's status has changed to that of a "Member in Good Standing". Should such suspension from the Union last a total of thirty (30) consecutive days, the employee shall forfeit their Union seniority.

G. The Company agrees to provide to the Union a space for a Union bulletin board at all of its locations. The Union shall purchase a bulletin board that is equipped with a lock. Only the Union President/Business Agent, Vice-President, or the Financial Secretary/Treasurer shall be permitted to post information to these bulletin boards without prior approval from the Company. The Company will permit a representative designated by the Union President/Business Agent to post the monthly Union Meeting Notices without prior approval of the Company. Any postings to the bulletin board by another member shall be submitted to the Company for approval prior to being posted. The Union will not post notices that are derogatory to the Company.
H. Upon five (5) calendar days' notice, the Company shall permit an employee who is elected to the position as part-time Union President/Business Agent, Vice-President or Financial Secretary/Treasurer of Local 1548 such times off as may be necessary to perform the duties of that office. Such time off shall be considered time worked for the purpose of determining the employee's eligibility for all benefits for which the amount of time worked is a factor.

I. The Company shall grant a leave of absence to any employee who is elected to the full-time position of Union President/Business Agent, Vice-President or Financial Secretary/Treasurer of Local 1548, upon request in writing to the Company. Such leave of absence will be contingent on the employee remaining in a full-time paid position by Local 1548. While on such leave of absence the employee shall continue to accumulate seniority with the Company for all purposes where seniority is applicable. In addition, the employee may continue to participate in any of the fringe benefit programs that are available to members of the bargaining unit at his or her expense, or that of the Union. Upon request, the employee will be allowed to return to his or her former position with the Company with all seniority and other contractual rights and benefits. Such time off will be considered as time worked for the purpose of determining the employee's eligibility for all benefits for which the amount of time worked is a factor.

J. The Company shall grant time off to any employee designated by the Union to serve on official Union business with the proviso that it will not interfere or disrupt the operation of the Company. The Company agrees that during the disciplinary and grievance process the employee concerned and the Union representative, if an employee, shall remain on pay status and given the necessary time off if
required to meet with the Company while on work time. Shop Stewards shall not be compensated by the Company for his/her duties as the Shop Steward and shall perform such duties during times when he/she is not scheduled to work for the Company. Where the Company has requested, or the Company has initiated an action, requiring the services of a Shop Steward, the Steward shall be compensated for such time.

K. 1). An employee other than a seasonal employee shall be on probation for the first ninety-one (91) calendar days from date of hire. Seasonal employees shall be on probation for the first one hundred and twenty (120) calendar days from date of hire. In the event that a seasonal employee is moved into a year-round position his/her probationary period will be retroactively adjusted to ninety-one (91) calendar days from the date of hire. All employees must complete the Company’s training program before being put into service.

2). The probationary period shall constitute a trial period during which the Company will determine his or her ability, competency, fitness and other qualifications needed to do his or her required job. However, the Company has the right to discharge any probationary employee and the discharge will not be subject to the grievance and arbitration procedure.

3). The Company will make every attempt to qualify any employee for the purpose of advancement, before hiring from outside the bargaining unit.

4). The probationary period may be extended by mutual agreement in writing between the Union and the Company for an additional thirty (30) calendar days, if deemed necessary by the Company.

5). All employees shall be initially hired as a part-time or seasonal employee. When a vacancy occurs in any position or
category the Company shall send notice of said vacancy to all full-time, part-time and seasonal employees. Employees have seven (7) calendar days from date of notice to respond in writing to the Company’s offer. The Company shall promote the most senior employee who indicates in writing their desire to fill the vacancy starting with full-time employees, then part-time employees and then seasonal employees. If no employee responds to the open position in writing, then the Company can hire a new employee and promote him or her directly into the vacant position.

6). When a vacancy occurs in a full-time position the Company shall send notice of said vacancy to all part-time and seasonal employees. Employees have seven (7) calendar days from date of notice to respond in writing to the Company’s offer. The Company shall promote the most senior employee to the vacancy starting with part-time employees and then seasonal employees. If no employee accepts the promotion, then the Company can hire a new employee and promote him or her directly into the vacant position.

7). Vacancies shall be filled due to a need for employees and not for a specific piece of bid work.

8). All employees covered by this Agreement, as a condition of employment shall be required to provide the Union and Company their home address, telephone number, emergency contact information and email address. It is the employee’s responsibility to keep the Union and Company apprised of any changes to this information.

**ARTICLE (3) DISCIPLINE**

A. The Company may discipline employees for just cause only. The Company will provide the employee with a copy of all written discipline within ten (10) working days. The employee should acknowledge receipt of the discipline by signing and dating the disciplinary notice. The employee may provide written
comments to the discipline, which will be placed in the employee’s personnel file. Employees shall cooperate fully in any investigation.

B. The Company may remove an employee from service with pay for the purpose of conducting an investigation. The Company agrees that during the disciplinary and grievance process the employee concerned and the Union Representative, if an employee, shall remain on paid status, as regularly scheduled, if required to meet with the Company while on work time. Time off without pay shall be permitted in case of arbitration.

C. 1). No unsubstantiated hearsay, rumors or similar material shall be retained by the Company reflecting adversely upon any employee, unless such material has been independently verified as correct through other sources. No entry or material adverse to the reputation or merit of the employee shall be retained by the Company unless a copy of such adverse entry or material is given to the employee and the Union office after its receipt by the Company, and prior to the imposition of any disciplinary action.

2). The employee shall be permitted at any time during regular office hours upon giving reasonable notice to management, to inspect his or her personnel file. He/she may also authorize in writing a Union representative to also inspect his/her personnel file. No issue not in the personnel file or referred to in the personnel file shall be used as the basis for discipline except as provided for above. All reports, letters, written statements and written evaluations favorably reflecting upon the employee shall be placed in his/her personnel file and a copy supplied to the employee and Union office.

D. A General Manager, Assistant General Manager, Safety Manager or Regional Officer, or supervision will perform all disciplinary processes. The Manager to whom the individual is requested to report,
shall meet with the employee and, if requested by the employee, the employee's union representative prior to reaching a decision to impose disciplinary action.

E. If the Company proceeds with the disciplinary process, the Company shall provide written notice to the employee and the Union. Such notice shall state the nature of the offence with which the employee is being charged. Upon the employees' or Unions' receipt of such notice, the employee or the Union may request a review of the charges with the General Manager or Assistant General Manager to be held within a five (5) business days' period of receipt of such notice. The charged employee shall attend all meetings, which may result in disciplinary action.

F. Any violation of posted and/or written Company rules, policies and/or procedures may result in disciplinary action. With the exception of a serious infraction each infraction of a rule, policy or procedure may result in progressive disciplinary action being taken by the Company as listed below:

- First violation: Written warning.
- Second violation: Suspension up to two (2) unpaid days. Lesser discipline may be imposed at the sole discretion of the Company.
- Third Violation: Suspension up to five (5) unpaid days. Lesser discipline may be imposed at the sole discretion of the Company.
- Fourth Violation: Suspension up to thirty (30) unpaid days. Lesser discipline may be imposed at the sole discretion of the Company.
- Fifth Violation: Termination. Lesser discipline may be imposed at the sole discretion of the Company.

When a Holiday falls during the suspension period, the
employee will not be paid for the Holiday.

G. Discipline will be for a particular violation of a rule, policy and/or procedure and not an accumulation of minor violations. Violations for behavioral/conduct and attendance will be removed after twelve (12) months except for safety/operational violations which will be eighteen (18) months. Progressive discipline will be a five (5) step process in three (3) categories: safety/operational, behavioral/conduct and attendance.

H. Certain infractions may be just cause for the immediate discharge of an employee, although the Company may impose, at its sole discretion, a lesser penalty.

I. The Company shall not randomly view video footage of employees for the purpose of discipline; however, they may view footage and issue proper discipline after receiving a documented complaint.

ARTICLE (4) ACCIDENT REVIEW BOARD

A. The Company shall determine the preventability of each accident. If the employee involved disagrees with the Company’s decision, the employee may elect to submit the accident preventability question to the Accident Review Board (ARB) or go through the Grievance and Arbitration procedure. Such appeal must be made to the Company and the Union in writing within seven (7) days of the Company’s preventability decision.

B. The ARB will decide the preventability issues only and shall not determine the discipline questions. Discipline rendered as a result of a decision that an accident was preventable is subject to the Discipline and Grievance and Arbitration procedures of this Agreement; however, the determination of the ARB may not be appealed.

C. The ARB shall be made up of equal numbers of bargaining
unit members and non-bargaining unit members and one (1) neutral party. Cost of the neutral party shall be equally shared between the Company and the Union. The ARB shall consist of not more than five (5) persons, but not less than three (3) persons.

D. The Union shall have the right to select the bargaining unit members to the Board.

E. The Company and Employee shall cooperate to provide the Board with all relevant information on which to render a decision.

**ARTICLE (5) MANAGEMENTS RIGHTS**

A. Except as otherwise specifically limited by this Agreement, the Company retains all rights to fully control any matters concerning the management and conduct of its business. The exercise of any such rights or functions shall not be subject to the grievance provisions of this Agreement, unless in violation of a specific provision of this Agreement. The Company shall not exercise such rights arbitrarily, capriciously or in bad faith. The Company’s failure to exercise any function or right hereby reserved to it, or its exercise of any function or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

B. The Company may implement and enforce reasonable rules and regulations or may modify or eliminate such rules or regulations at any time so long as such rules or regulations are not in conflict with any specific provision of this Agreement. Prior to implementation of any new or revised work rule, the Company will post a copy and will provide a copy of the rule to the Union. The Company will meet with the Union to negotiate the rule, if
requested. The Company will provide each employee with a copy of the Company Rules and Regulations.

C. In light of the safety and liability issues arising out of use of personal electronic equipment by public transit employees while operating passenger vehicles, the Company and the Union agree that such use constitutes an unacceptable risk that cannot be tolerated. In any case of a violation of this policy the Company may in its sole discretion, impose termination as a penalty.

D. The Company shall not subcontract or otherwise contract with a third party to perform the work or any portion of the work performed by the Company’s employees represented by the Union under this Labor Agreement that would result in a layoff.

E. When the Company cancels certain work due to weather or other unforeseen cancellations, the Company shall pay the employee his or her shift pay.

F. Drivers required to report to work designated as shelter runs during a period which work is cancelled will be paid time and one half for all hours worked. Any required shelter work will be offered to qualified employees by seniority. In accordance with Article (10) Paragraph I. All employees whose work is cancelled due to emergency situations shall receive their regular days’ pay.

G. Employees shall be required to wear ID badges supplied by the Company in plain sight. The badges will contain the employees’ photo and first name and the employees last name in smaller font.

ARTICLE (6) GRIEVANCE AND ARBITRATION

A. For the purpose of this Agreement, a grievance is defined as any dispute between the parties concerning the meaning, interpretation, application or alleged violation by the Company of the express terms of this Agreement.
Any such grievances shall be processed in the following manner.

1). Grievances meeting the above definition must be submitted in writing to the General Manager, or designee, no later than ten (10) working days after the employee knew or should have known of the event, occurrence or nonoccurrence giving rise to the grievance. The grievance shall be in such detail as to identify the nature of the grievance, date and time of the alleged grievance and the article or articles of the Labor Agreement violated by the Company. The General Manager or designee shall schedule a meeting within ten (10) working days after receipt of the written grievance with the appropriate Union Representative(s) designated by the Union President/Business Agent to handle the grievance and shall respond to the Union President/Business Agent in writing as to his or her decision regarding the grievance within ten (10) working days after the meeting.

2). In the event that the answer of the General Manager or designee does not resolve the grievance, there may be an intermediate “grievance mediation” step in an attempt to resolve the matter prior to arbitration. The Federal Mediation and Conciliation Service (FMCS) may conduct such mediation through an informal hearing. If such mediation is invoked, further time limits shall be suspended (not to exceed fourteen (14) days) during which time “grievance mediation” shall take place, depending upon the availability of a mediator.

3). In the event the grievance is not resolved as a result of “grievance mediation” the Union may, within thirty (30) calendar days from the conclusion of “grievance mediation” refer the grievance to arbitration. If no “grievance mediation is invoked the Union shall have ten (10) working days from receipt of the General Manager’s or designee’s answer to refer the grievance to arbitration. The party filing the grievance shall, with the written notice, submit a
list of five (5) persons agreeable to it to serve as an arbitrator. If the other party does not select one of the names on the list it shall, within ten (10) working days thereafter, submit a list of five (5) persons agreeable to it to the party filing the grievance. In the event agreement, cannot be reached on the selection of an arbitrator within ten (10) working days following a written request for arbitration, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either party to submit a list of five (5) arbitrators from which the arbitrator shall be selected by mutual agreement of the Company and the Union. In the event of failure to agree on such arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall then be requested to appoint an arbitrator.

4). It is the intent of the parties that the time limits provided for herein be strictly adhered to. Exceptions to the foregoing shall be made only upon mutual agreement (in writing) of the parties.

5). In the absence of such mutual agreement to extend the foregoing time limits, the failure of the Union to process a grievance within the above time limits shall constitute a waiver of that particular grievance, and it shall be processed no further. In absence of any such mutual agreement to extend the foregoing time limits, the failure of the Company to schedule a meeting or to provide a written answer within the above time limits shall constitute an acceptance of that particular grievance. Any such constructive waiver or acceptance shall be applicable to that particular grievance only and shall be without precedent or prejudice to the position of either the Company or the Union in any future grievance.

C. In any case referred to arbitration, the decision of the arbitrator shall be final and binding upon both parties. The
arbitrator shall have no power to change, alter, add to, subtract from or modify in any way whatever any of the terms or provisions of this Agreement. Whenever possible, the arbitrator shall render his or her award within thirty (30) days after the date on which the hearing is declared closed. However, the inability of the arbitrator to render his or her award within that time period shall not affect the validity of the award when rendered. The salary and all expenses of the arbitrator shall be borne equally by the parties, however in cases involving loss of pay up to and including termination the arbitrator’ fee and meeting room costs associated with the arbitration shall be paid by the losing party. Each party shall be responsible for any expenses incurred, other than the expense of the arbitrator, unless mutually agreed upon in advance.

D. The right of appeal from suspension or discharge to arbitration shall be limited solely to the right of appeal by the Union and not by the individual employee who shall have the right only through the Union. However, this shall not prevent an individual employee from instituting a grievance to protest his or her suspension or discharge.

ARTICLE (7) SENIORITY

A. Seniority shall be by job classification and shall be determined by length of continuous service with the Company. If an employee is transferred within the Company or is promoted out of the bargaining unit for more than twelve (12) months and returns to a position in the bargaining unit, the employee will lose all seniority rights in the bargaining unit. If an employee returns to the operating company before the (12) twelve-month period they shall be returned to their previously held position and will retain their seniority rights in the bargaining unit, provided they pay the monthly per capita to the Union.
B. The Union and the Company agree that for employees there will be four (4) departments, Dispatch, Maintenance Department, Clerical and Operators. There shall be a seniority list for each department consisting of full-time employees, part-time employees and seasonal employees. The Maintenance seniority list shall consist of full-time Mechanics, Mechanics Helper/Apprentices, and Utility Workers. There shall be no seasonal employees in the Maintenance Department. Full-time positions will be those requiring the employee to commit to at least forty (40) hours per week within five (5) days on a recurring basis. A full-time worker will not be required to work on his or her scheduled consecutive two (2) or three (3) days off. Part-time positions will be those that require a worker to fulfill a regular recurring requirement, but whose hours are less than thirty-five (35) per week. No employee shall be required to work seven (7) consecutive days without his or her approval. Seasonal employees shall be defined as those employees hired annually on a recurring basis to fill the Company’s periodic need to cover seasonal service fluctuations and must bid and hold a regular recurring work requirement.

C. Seniority shall terminate upon:
   1). Resignation or quit.
   2). Discharge for just cause.
   3). Layoff for a period of eighteen (18) consecutive months.
   4). Failure to return to work from layoff within fourteen (14) calendar days following notice of recall by certified mail from the Company.

D. The Company shall post a seniority list and update it monthly outlining each classification (Full-time, Part-time and Seasonal) and each department (Operators, Maintenance, Clerical and Dispatch).

E. A seasonal employee shall retain his or her seniority if he or
she returns to the Company on an annual basis. Should the employee fail to return to work within one (1) year they shall be terminated.

F. In the event a vacancy is declared, the most senior, qualified employee within that department who bids the vacancy will fill the vacancy. There will be no cross bidding by seniority between departments.

G. No operator shall suffer any loss in earning because of a schedule change in a regular bid run for which he has bid until there is a re-bid. No operator who has bid for a particular bid run shall be required to work a different schedule of hours because of a schedule change in the bid run for which he has bid and in each such case there shall be an immediate re-bid.

H. A permanent employee who bids on and is awarded a temporary position shall be returned to his or her original position with the same status (Full-time or Part-time) at the end of the temporary position.

ARTICLE (8) REDUCTION IN FORCE

A. Layoffs or reduction in work force in any particular division shall be in reverse seniority starting with Seasonal employees, then Part-time employees and finally Full-time employees in the affected departments. Any part-time work will be combined to create full-time work when practicable. Recall will be in reverse order of layoffs. Fringe benefits will continue in full if an employee works an average of thirty (30) hours per week in each three (3) month period.

B. In the event a layoff of employee(s) is necessary due to a reduction of work; layoffs or reduction in work force in any department shall be in reverse seniority order, beginning with Seasonal employees, then Part-time employees, then Full-time employees in the affected departments.
C. Upon the availability of work in the original department of any employee affected by layoff in this Article, the affected employee must return to his or her original department if he or she was a full-time employee and a full-time position is available, or if he or she was a part-time employee and a part-time position is available, unless due to a bid vacancy the employee has established an independent right to his or her current position.

D. Recall shall be by seniority by department. The Company shall notify the employee(s) to be recalled by certified mail at the address on file with the Company. It shall be the sole responsibility of the employee to keep the Company and the Union informed of his or her current address at all times. Any employee recalled to work must notify the Company of his or her intention to return to work within five (5) calendar days after receipt of the recall notice and must return to work within fourteen (14) calendar days after receipt of the recall notice or shall forfeit recall rights and seniority under this Agreement. The fourteen (14) calendar day period may be extended if mutually agreed upon in writing by the Company and the Union.

ARTICLE (9) HOURS OF WORK

A. Full-time employees shall receive a guarantee of forty (40) hours per week.

B. No split shifts shall have a layover that exceeds four (4) hours total. Any split shift or layover that is one (1) hour or less in total time shall be paid straight through. Any scheduled layover time that exceeds one (1) hour, that scheduled layover time shall be spent at the South Dennis facility or the park out location.

C. Employees shall receive a minimum of three (3) hours pay for every occasion they are required to report to work.

D. All employees in all departments shall be required to
punch in and out on the company time clock where provided, except for park outs or remote locations that do not contain a time clock.

**ARTICLE (10) BIDDING PROCEDURES**

A. Bids conducted within the context of Paragraph B.1 below will be conducted within a department or classification by seniority.

B. 1). Full-time and Part-time drivers in accordance with their seniority shall pick their work on at least two (2) occasions each year, prior to the summer schedule and prior to the beginning of the winter schedule or whenever there is a schedule change, bid change or service demands. Bids made shall be firm for the duration of the pick. Operators holding a part-time or seasonal classification will not be eligible to bid on or be awarded routes having a total of forty (40) hours or more in any one (1) week period.

2). Full-time Spare Vacation Coverage: At the time of a general work bid, Full-time operators who pick the Vacation Spare position(s) will pick the vacations, by seniority that they will cover for the remainder of the bid period. In the event, there is a change in the vacation schedule during the bid period, Full-time Vacation Spares will select vacation picks by seniority for the affected weeks. The Vacation Spare(s) primary responsibility is to cover Full-time vacation work and must perform the entire vacated vacation bid on a weekly basis. Vacation spares may not do any other work unless there is no vacation work to cover. If there is not forty (40) hours of vacation work to cover in a particular week the Vacation Spare shall first cover any open full-time work, then work off the open work list and shall be given first priority to complete their forty (40) hour work week.

3). The Company may adjust the starting and / or ending time of fixed route bids, by fifteen (15) minutes or less and for
paratransit bids by one (1) hour or less without causing a rebid. The operator holding that bid will not be paid less than the amount of time in their original bid, until the next bid. These changes can occur only twice per bid per operator.

4). Dispatchers and schedulers in accordance with their seniority shall pick their work shifts on three (3) occasion each year, prior to the summer schedule, prior to the beginning of the winter schedule and prior to the beginning of the spring schedule or whenever there is a dispatcher schedule change. Bids made shall be firm for the duration of the pick. All extra work for dispatch will be posted in advance and will be bid on and awarded by seniority in accordance with Article 10 (H).

5). Maintenance workers in accordance with their seniority shall pick their work shifts on three (3) occasions each year prior to the summer schedule and prior to the winter schedule or whenever there is a maintenance schedule change. Bids made shall be firm for the duration of the pick.

6). All maintenance workers will be placed on a rotating weekend schedule and will be responsible for any emergency calls on that weekend. By mutual agreement an on-call maintenance employee may swap on call duty with approval of the Maintenance Manager. In the event the Company posts a full/part time position that encompasses a weekend duty as part of his/her regular schedule (i.e.-Sunday through Thursday) the rotating weekend schedule may be eliminated. Employees who are on a rotating weekend schedule shall be paid a four (4) hour minimum for Saturday and Sunday following the start of the Spring Shoulder Season until the end of the Fall Shoulder Season. At the end of the Fall Shoulder Season employees will be compensated on Saturdays for three (3) hours until the beginning of the next Spring Shoulder Season. There will be no Sunday on call during this
period, unless operational needs require coverage as determined by the Company, in which case the employee will receive a three (3) hours minimum.

7). All extra work for maintenance will be posted in advance and will be bid on and awarded by seniority in accordance with Article 10 (H). In order to ensure quality workmanship and continuity, when a maintenance employee is performing an operation or repair that will extend beyond his or her normal shift, the employee may finish that operation or repair on an overtime basis without regard to seniority, and no other employee shall have any claim on overtime worked, if in the sole discretionary judgment of the Maintenance Manager it is deemed necessary.

8). During winter months (November through April), a monthly rotating list will be posted for snow/ice removal duties. This list will rotate each month by seniority for those employees who sign the rotating list. There will be two lists one for mechanics and one for Utility Workers. It will be at the sole discretion of the maintenance supervisor to determine how many employees in each classification are required for any given inclement weather event.

C. 1). In the event a full-time or part-time employee leaves the employ of the Company or in the event that a bid becomes vacant for any other reason for a period to exceed thirty (30) calendar days there shall be a bump bid in the affected department. The bid will be conducted within seven (7) calendar days from the date the Company was aware of the vacancy and will be implemented within fourteen (14) calendar days provided that the vacancy occurs more than thirty (30) calendar days prior to the next selection of work. A bump bid shall constitute bidding from the affected position on down in seniority.

2). When a full-time or part-time employee who has been on sick
leave or disability returns to work, they shall be placed back in their bid run they occupied prior to going out.

3). The Company and the Union agree to the following regarding the temporary replacement of Full-time operators:

   a). When a full-time operator or dispatcher is in a non-working status in excess of thirty (30) days, (i.e. leave of absence, medical leave, workers compensation, Military leave, etc.), the Company shall replace those full-time employees on a temporary basis.

   b). Those replacement employees will be added to the bottom of the full-time list by seniority with a "T" (temporary) following their number.

   c). If the employee on in-active status ultimately leaves the Company, those temporary full-time slots will then become permanent on a one-for-one basis by seniority.

   d). If an inactive employee returns to active status, then the junior temporary full-time operator in seniority will be returned to the same division and classification on the seniority list from which he/she came, and their full-time fringe benefits will only continue for the calendar month following his/her return to their former status.

   e). If there are any other reductions from the full-time seniority List, they will be handled in accordance with Article 8 of the Contract.

   f). These temporary full-time positions will only be filled when a permanent full-time employee is out on leave as stated in #1 above. If no permanent full-time employee is out, then these positions will not be filled.

   g). Employees who sign up for a temporary full-
time position and are awarded that position shall remain in that position until there is a change in the temporary position status.

D. Bid sheets shall be sent out with paychecks a minimum of twenty-one (21) calendar days prior to the bid going into effect and must be returned to the Union Representative within fourteen (14) calendar days of the bid going into effect. Employees will be required to make enough bids to ensure they will receive work by bidding the number of times as their number in seniority. Employees not bidding enough shall have their names removed from that particular bid. At the end of the bid employees who did not bid enough times will be assigned their work by seniority and qualifications. The results of the bid will be attached to the following week’s paycheck. It is the employee’s responsibility to pick up their paycheck on a weekly basis.

E. The Company shall coordinate training classes that they control with the Union so as to not coincide with the Union’s monthly meeting. The Union will provide an advanced schedule to the Company of its monthly meetings.

F. All employees shall have a report time and an estimated time of completion.

G. Operator bids shall include fifteen (15) minutes for circle checks, and additional time for refueling and cleaning of buses if required.

H. Extra work is any vacant work that is awarded to the most senior qualified employee who bids on the work. All open work will be posted at the Dennis facility forty-eight (48) hours prior to the close of the bidding period. All daily extra work (Saturday through Friday and excluding Holidays) shall be posted for bid by the operators based on their seniority in the following order: full-time operators,
part-time operators and seasonal operators. It is the employee’s responsibility to sign for the open work they desire to perform by 8:30 a.m. on the previous day. The Company shall remove the next day’s bidding board at 8:30 a.m. and post by noon, except on Friday’s the extra work for Saturday, Sunday and Monday will be taken down at 8:30 a.m. and work for Tuesday will be posted by noon. Once the extra work board is down and posted there can be no additions, deletions of work. Any cancellations will result in the senior employee who bid on those hours being paid those bid hours, but will be required to report during those hours. It is the employee’s responsibility to call operations or to check the extra work board which will be posted by noon on the previous day. Employees may not sign for another employee. After receiving their highest pick for the day, an employee will be rotated to the bottom of the seniority list for the remainder of that day’s selection process for any additional picks they may wish to work for that day. Employees who bid for extra work cannot have that work conflict with their regular bid run. In the event the Company has to assign work after the above process has been exhausted, the Company shall assign the extra work in reverse order of seniority to employees who have signed for extra work but have not been awarded an assignment.

I. Any unassigned work resulting from an emergency or an employee shortage shall be offered to any qualified employee at the Company’s discretion.

J. In the event that any problems should develop in the operation of the system, either party may request the other to discuss ways and means of resolving those problems.

K. The Union and the Company agree that the Seasonal Period will begin the Monday before Memorial Day and end the last Sunday in September. The Spring Shoulder Season will begin the Monday before
Memorial Day and end with the beginning of the Summer bid. The Fall Shoulder Season will begin the day after Labor Day and end the last Sunday in September. This will be the only time the Seasonal Employees will be allowed to work. Full-time and Part-time employees who wish to transfer over to the Seasonal List will be allowed to do so at this time only. These employees will be placed at the bottom of the Seasonal Seniority List. Only Seasonal Employees will be allowed to bid on shoulder work. Open shoulder work will be posted in advance and will be bid on and awarded to seasonal employees by seniority.

L. Van drivers will bid for extra work out of the extra workbook. Any unbid van work will be offered and awarded to CDL drivers by seniority. If a CDL drivers does van work, he or she will be paid at their current regular rate of pay. Van drivers cannot bid on CDL work.

M. All full-time bids, in all departments, shall have at least two (2) consecutive days off in a seven (7) day period.

N. A copy of the original extra work signup sheet, including signatures will be made available for ten (10) business days after the work is assigned and posted, in the extra workbook. The union and the company will meet to discuss any issues within five (5) business days, excluding Saturday, Sunday and Holidays as outlined in Paragraph J before filing a grievance.

O. **Short Notice Work** is an Operator work shift that the Company decides it needs to fill, and was either unfulfilled by the Extra Workbook procedures, became available after the Extra Work Book closed for that period, or cannot be filled by an Operator already at work. The Company will notify Operators of Short Notice Work via a texting service to their mobile phones to alert them of an opening
that needs to be filled immediately. To be notified via text of Short Notice Work, the Operator must notify a transportation supervisor or manager that you wish to be included in the text notification list by providing your mobile telephone number. Some work may require a short window to reply to fill an immediate opening. The text will state the shift and hours, as well as any response time limit necessary to reply. If multiple responses are received within the stated time limits, the work will be awarded according to seniority.

**ARTICLE (11) LEAVE OF ABSENCE**

A. A leave of absence up to thirty (30) calendar days may be granted at the discretion of the Company without loss of seniority. The Company shall have the right, with the assent of the Union, to renew any leave of absence for an additional period of up to thirty (30) calendar days. Any employee who is on a leave of absence must keep himself a member in good standing with the Union. A leave of absence will not be unreasonably denied. The Company will determine any additional length of time it will grant for such leave in each individual case.

B. The employee requesting the leave of absence shall present in writing to the General Manager, with a copy to the Union, reasons for said request. The General Manager or designee shall respond to the request within ten (10) calendar days in writing. An employee who is on a leave of absence for thirty (30) days or less will be entitled to return to the position he or she held prior to the leave of absence without loss of seniority as stated in Article (6) Seniority.

C. An employee granted a leave of absence for more than thirty (30) days shall have bidding rights upon his or her return to work as stated in Article 10 Bidding. Military Leave: - The Company will comply with the provision of the Veterans Re-Employment Rights
Act. The parties will follow the provisions set forth in the Federal Family Medical Leave Act (FMLA), unless there is a better provision agreed to in this Labor Agreement.

D. Medical leave of absence shall be granted and will be limited to one (1) year following exhaustion of the employee’s available accumulated sick and personal time, provided the Company is furnished satisfactory proof of sickness or disability by the Company physician, if required. Seniority will continue to accumulate during the medical leave of absence to include worker’s compensation. Medical leave of absence while collecting worker’s compensation shall be in accordance with M.G.L. unless he or she has been declared permanent and totally disabled by the current state governing body. During the first six (6) months of medical leave of absence, the employee will retain the right to return to the position he or she held prior to the leave of absence. For the next six (6) months of medical leave of absence, the employee will have bidding rights upon his or her return to work. The Company will continue to pay the employee’s group health insurance for up to six (6) months when absent due to medical leave.

ARTICLE (12) COURT APPEARANCES

In the event an employee is required to serve on a duly constituted jury or is required by the Company to make a Court appearance the employee shall be paid for the hours necessarily absent from scheduled work each day less any fees paid to the employee by the Court. The employee must immediately notify the Company of any Court notice and submit a copy of the Court notice. Upon completion of service, when on Jury Duty the employee must submit a weekly Juror Service Certificate upon receipt from the Office of the Jury Commissioner.
ARTICLE (13) HOLIDAYS

A. All full-time employees who have successfully completed the probationary period are eligible for holiday pay, provided he or she has worked his or her last scheduled day before and his or her first scheduled day after the holiday and/or worked the holiday. Any employee scheduled to work on any holiday shall be required to work on said holiday to be eligible for holiday pay.

B. All part-time and seasonal employees who would be regularly scheduled to work on a holiday according to their awarded bid shall be paid their bid hours as holiday pay provided he or she has worked his or her last scheduled day before and his or her first scheduled day after the holiday and/or worked the holiday. Holidays shall be counted as time worked when calculating the thirty (30) hour three (3) month formula.

C. The following are holidays recognized by the Company:

New Year’s Day
Martin Luther King Jr’s. Birthday
Presidents’ Day
Patriots’ Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Or any other Federal or Massachusetts holiday that comes into existence.

D. For each holiday, a full-time employee who is on a four (4)
day work week shall receive ten (10) hours pay at his or her regular hourly rate of pay if the holiday falls on their regularly scheduled day; otherwise they will receive eight (8) hours holiday pay. For each holiday, an employee who is on a five (5) day workweek shall receive eight (8) hours pay at his or her regular hourly rate of pay. Vacation spares will be paid under this formula based on which category their weekly vacation spare bid falls within during the holiday week. Full-time employees will not be required to work on a holiday in order to be eligible for holiday pay but may work at their own discretion.

E. Any employee who works on a recognized holiday will receive time and one half (1½) for all actual hours worked in addition to the holiday pay listed above.

F. All time off except for personal and sick time will be considered as hours worked in calculation of overtime except that a paid holiday will only be counted as overtime if the employee is normally scheduled to work on that day. If the employee is not scheduled to work on the day the holiday falls, the holiday pay will not be counted toward the calculation of overtime. When a Holiday falls on a day that a person is on vacation that person will receive in addition to the vacation pay the appropriate Holiday pay. This will not constitute the employee being paid time and one half, but merely being paid 40 hours’ vacation pay and either 8 hours or 10 hours Holiday pay.

G. A holiday work list shall be posted two (2) weeks prior to the holiday and shall list all available work. The holiday work list shall be removed, and work awarded and or assigned five (5) days prior to the holiday. All regular bid work on a holiday shall be cancelled and filled using the format below: All work to be performed on the holidays shall be bid by straight seniority
and, if necessary, assigned in the reverse order of seniority for any work unfilled by the bid. Any additional work that was not posted on the holiday list for bid shall be assigned in reverse order of seniority. The Company may post more Holiday paratransit runs then needed. If some paratransit runs are cancelled prior to the employees being awarded the work, there will be no grievance.

H. As a condition of employment, all employees will be placed on a holiday assignment list without exception. Such holiday list will rotate from January 1st of each contract year and shall be reset each January 1st. The holiday assignment list will be straight seniority list starting with full-time employees, part-time employees and seasonal employees in each classification. When a new employee is hired, he or she will be placed at the bottom of the holiday assignment list. When an employee is assigned to unfilled work on a holiday completes such work, he or she shall move to the top of the holiday assignment list.

**ARTICLE (14) SICK PAY / PERSONAL DAYS**

A. All employees will be granted up to forty (40) hours of sick time accrued at the rate of one (1) hour for every thirty (30) hours worked and forty (40) hours of personal time each fiscal year, accrued at the rate of three (3) hours and twenty (20) minutes per calendar month. Accrued time for each month will be credited to the employee’s account on the first (1st) pay date of the following month.

B. To be eligible for the personal accrual for any month, the employee must have been in regular service for at least one-half (½) of his or her scheduled workdays in the month. Employees on Leaves of Absence or otherwise absent, except as provided below, for more than half (½) of his or her scheduled workdays will not accrue personal time for that month. For purposes of this provision, excused time off
for holidays, vacation, sick, personal, Jury Duty, approved Union Business, and unpaid time off taken under the FMLA and worker’s compensation will be taken into account when determining the employee’s entitlement for any given month. All other absences will be charged against the time worked.

C.  1). Employees who have sick and/or personal time remaining at the end of a fiscal year may carry over up to forty (40) hours of sick and/or personal time to the next fiscal year. Upon separation from the Company an employee will be paid out his or her unused sick and/or personal time at his or her current rate of pay.

2). An employee may turn personal time into sick time if all available sick time has been exhausted.

D.  Upon separation from employment an employee shall cash out his or her unused sick and/or personal time, up to the maximum accrued, at his or her full hourly rate. All forms of cash out payments of sick, personal, and vacation time shall be paid to the employee in a separate check specifying the number of hours and the rate of pay for each type of time paid.

E.  In order to use accumulated sick leave, the employee is encouraged to notify the Company of an absence as early as possible but, is required to give notice not later than two (2) hours prior to his or her report time unless the report time is prior to 7:00 A.M. in which case one (1) hour notice is required. Failure to provide proper notice may result in loss of paid sick time for that day. In order to use accumulated personal time, the employee is encouraged to notify the Company as soon as possible, but is required to give notice no later than forty-eight (48) hours in advance. In instances where written notice is provided to management by the employee, notice shall be marked received, dated and returned to the employee.

F.  An employee off due to injury or illness subject to
Workers’ Compensation will be paid by the Company for the five (5) days Workers Compensation waiting period at the employee’s regular hourly rate for each hour the employee was scheduled to work during such waiting period, not to exceed forty (40) hours. If illness or injury subject to Workers’ Compensation continues for such duration that the benefit is paid for the waiting period, the employee will reimburse the Company through payroll deduction for the amount paid by the Company in accordance with the above paragraph.

G. Employees employed as of January 1, 2007, will retain whatever sick and / or personal time that they currently have on the books. Employees employed as of January 1, 2007, will be eligible to accrue additional time as provided for in Paragraph C above. As of October 1, 2022, all previous sick time mentioned in this paragraph shall be converted into personal time. All sick and personal time will be displayed on the employee’s paystub.

H. Any employee returning to work after an illness shall be in fit condition to carry on his/her regular duties. His or her Supervisor may require a certificate from the Company doctor when in his/her judgment the employee appears unfit for return to duty. If the Company doctor deems the employee fit for duty the employee will be paid their regular day(s) pay.

I. **SICK LEAVE VERIFICATION** MV Transit may require employees to furnish a doctor’s statement for each sick leave incident involving absences of more than three (3) consecutive working days.

That statement must include the following:

1. Date and time of treatment:

2. Duration of illness:

3. Date cleared to return to work:
ARTICLE (15) WAGES

A. On October 1, 2022, and every October 1st thereafter, employees shall advance to the next step in progression. Effective October 1, 2022 wages scales shall be based upon ratification of the Agreement. All employees who have been hired prior to ratification shall go to the top step in all wage categories.

### Operators

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>10/1/2022</th>
<th>10/1/2023</th>
<th>10/1/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting Rate</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Training Rate</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Step 1</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 2</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 3</td>
<td>$31.50</td>
<td>$33.08</td>
<td>$34.73</td>
</tr>
</tbody>
</table>

### Mechanics A

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>10/1/2022</th>
<th>10/1/2023</th>
<th>10/1/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting Rate</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Step 1</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 2</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 3</td>
<td>$40.66</td>
<td>$42.69</td>
<td>$44.82</td>
</tr>
</tbody>
</table>

### Mechanics B

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>10/1/2022</th>
<th>10/1/2023</th>
<th>10/1/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting Rate</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Step 1</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 2</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 3</td>
<td>$32.73</td>
<td>$34.37</td>
<td>$36.09</td>
</tr>
</tbody>
</table>
### Mechanic Helper/Apprentice

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>10/1/2022</th>
<th>10/1/2023</th>
<th>10/1/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting Rate</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Step 1</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 2</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 3</td>
<td>$25.23</td>
<td>$26.49</td>
<td>$27.81</td>
</tr>
</tbody>
</table>

### Utility Person

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>10/1/2022</th>
<th>10/1/2023</th>
<th>10/1/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting Rate</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Step 1</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 2</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 3</td>
<td>$23.34</td>
<td>$24.51</td>
<td>$25.74</td>
</tr>
</tbody>
</table>

### Scheduler

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>10/1/2022</th>
<th>10/1/2023</th>
<th>10/1/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting Rate</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Step 1</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 2</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 3</td>
<td>$29.37</td>
<td>$30.84</td>
<td>$32.38</td>
</tr>
</tbody>
</table>

### Clerical / Bookkeeper

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>10/1/2022</th>
<th>10/1/2023</th>
<th>10/1/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting Rate</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Step 1</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 2</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 3</td>
<td>$24.84</td>
<td>$26.08</td>
<td>$27.38</td>
</tr>
</tbody>
</table>
### Electronics Technician

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>10/1/2022</th>
<th>10/1/2023</th>
<th>10/1/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting Rate</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Step 1</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 2</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 3</td>
<td>$33.22</td>
<td>$34.88</td>
<td>$36.62</td>
</tr>
</tbody>
</table>

### Dispatchers

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>10/1/2022</th>
<th>10/1/2023</th>
<th>10/1/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting Rate</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Step 1</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 2</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 3</td>
<td>$27.74</td>
<td>$29.13</td>
<td>$30.59</td>
</tr>
</tbody>
</table>

### Janitor

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>10/1/2022</th>
<th>10/1/2023</th>
<th>10/1/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting Rate</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Step 1</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 2</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 3</td>
<td>$22.66</td>
<td>$23.79</td>
<td>$24.98</td>
</tr>
</tbody>
</table>

### Bookkeeper Hired Prior To 01/01/2007

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>10/1/2022</th>
<th>10/1/2023</th>
<th>10/1/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate</td>
<td>$33.22</td>
<td>$34.88</td>
<td>$36.62</td>
</tr>
</tbody>
</table>

### Non-CDL Operators

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>10/1/2022</th>
<th>10/1/2023</th>
<th>10/1/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting Rate</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Step 1</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 2</td>
<td>5% increase</td>
<td>5% increase</td>
<td>5% increase</td>
</tr>
<tr>
<td>Step 3</td>
<td>$21.75</td>
<td>$22.84</td>
<td>$23.98</td>
</tr>
</tbody>
</table>

B. The Company has the right to set a starting rate/training rate for CDL and Non-CDL operators. When a CDL operator finishes training and
goes into revenue service they will go to the next higher step. Thereafter they will move to the next higher step each January 1st. No CDL Operator will make less than the hiring rate established by the Company. No Non-CDL operator will make less than the starting rate established by the Company.

C. A differential of one dollar-fifty cents ($1.50) per hour will be given to the Shop Foreman. A night shift differential of one dollar fifty cents ($1.50) per hour will be given to any employee who is working after 5:00pm.

D. A tool allowance shall be awarded to each mechanic on their first (1st) anniversary date and every anniversary date thereafter at the following schedule. 1st year six hundred ($600.00) dollars, 2nd year six hundred twenty-five ($625.00) dollars, 3rd year six hundred fifty ($650.00) dollars. A tool allowance of four hundred fifty (450.00) dollars for the Mechanic Apprentice employees will be awarded on their 1st anniversary date and five hundred ($500.00) dollars on their 2nd year and five hundred fifty ($550.00) dollars on their 3rd year anniversary date. All tool allowances will be reimbursed on the employee’s anniversary date as stated above when receipts for the tools purchased have been provided to the Company.

E. A safety boot allowance of one hundred seventy-five ($175.00) dollars will be awarded to the mechanics and utility employees on their 1st anniversary date and every anniversary date thereafter. The Company shall supply maintenance employees with composite boots if needed for electric buses.

F. The Company may, subject to operational need, create one or more Full Time or Part Time Mechanic Helper/Apprentice positions. This position, if filled, will provide novice or journeymen mechanics who can demonstrate basic mechanical and technical knowledge with an
opportunity to learn sufficient mechanical skills to advance to the next higher classification as a Class B Mechanic should a position become available prior to that position being filled by an outside candidate. It is not intended that the Helper/Apprentice have an automatic right to the higher position should he/she not be able to demonstrate the technical skill necessary for the promotion. Candidates for any open position in this classification must possess a valid and current CDL A or B license with air brake and passenger endorsements. The Company will consider, for otherwise qualified applicants, a candidate who possesses a current CDL Learner’s Permit subject to the understanding that the candidate will successfully obtain a CDL license within sixty (60) calendar days from the date he/she is hired for the position. Preference in hiring for a Mechanic Helper/Apprentice position will be given to any current member of the Utility Staff provided he/she meets the requirements of this position, above. In the event two or more Utility Department candidates apply and are deemed equally qualified, seniority will be used as the deciding factor.

G. No maintenance worker shall be required to work alone.

H. The Company shall pay a one-thousand-dollar ($1,000.00) bonus annually to any employee who does not miss any work in a calendar year excluding vacation time, jury duty, union business and any other excused absence. All paid leave except for sick time shall be considered time worked.

I. The Company agrees to adopt the MV ASE program for mechanics.

J. The Company shall pay a five hundred ($500.00) dollar bonus to any maintenance employee who is licensed to perform annual vehicle inspections upon ratification and each year thereafter.

**ARTICLE (16) VACATIONS**

A. In each calendar year, full-time & part-time employees who
average more than twenty-five (25) hours per week in the previous
calendar year with regular and continuous service covered by this
agreement shall be granted vacations as follows:

Full-Time Employees:

<table>
<thead>
<tr>
<th>Complete Year (s) of Service</th>
<th>Eligible Weeks</th>
<th>Hours Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Year</td>
<td>2 Weeks</td>
<td>80 Hours</td>
</tr>
<tr>
<td>5 Years</td>
<td>3 Weeks</td>
<td>120 Hours</td>
</tr>
<tr>
<td>10 Years</td>
<td>4 Weeks</td>
<td>160 Hours</td>
</tr>
<tr>
<td>18 Years</td>
<td>5 Weeks</td>
<td>200 Hours</td>
</tr>
<tr>
<td>25 Years</td>
<td>6 Weeks</td>
<td>240 Hours</td>
</tr>
</tbody>
</table>

B. Any employee, who has worked less than twenty-five (25) hours of
work per week will be eligible to earn one point four (1.4) hours of
vacation time per week.

C. Vacations shall be paid on the basis of eight (8) hours per day
for full-time employees who are regularly working a five (5) day
workweek and ten (10) hours per day for employees who are regularly
working a four (4) day workweek.

D. An employee shall not be entitled to accumulate or carry over
his or her vacation from one calendar year to another by his or her
failure to take vacation for the current year. However, an employee
who is unable to take all of his or her vacation in the current year
due to the request of the Company shall be entitled to carry over any
unused vacation time to the next year. The Company shall buy back
from any employee any unused vacation time.

Only those employees who have an excess of two (2) weeks
vacation in any given year can cash in the extra vacation time for
full pay. Employees must take at least two (2) weeks vacation in a
calendar year but may after taking the first two (2) weeks of
vacation work off the extra work board, without holding their
seniority, at their regular rate of pay.

E. Vacation bidding for the upcoming year shall begin on the first (1st) day of December, or if the first (1st) day of December is a weekend day, or the first (1st) Monday after December 1st. The bidding materials and information packet shall be sent to the employees no later than one (1) week before the start of the bid. Employees shall bid vacations in weekly units, or if less than one-week is available, in a single block of days. Any employee who submits a vacation bid after the deadline shall have it considered. Vacations will be granted by seniority and the results will be given to each employee prior to the end of the year. An employee cannot change his or her vacation once it has been awarded. Employees must take the entire week for vacation and not individual days, however if an employee has more than two (2) weeks of vacation time he or she may elect to take the remaining vacation time in individual days, however they may not select additional weeks at the bid if they choose to take individual days and not their full vacation week. Employees can only bid for entire vacation weeks at the time of the vacation bid and not individual days. Employees may select vacation days at the time of the annual vacation bid. Days not selected at the annual bid may be selected no more than thirty (30) days or less than seven (7) days prior to their request for day(s) off. Requests will be granted on a first come first serve basis. All requests must be in writing and dated and confirmed by the Company within forty-eight (48) hours of being requested. Emergency request of less than seven (7) days may be granted at the discretion of the Company. Single vacation days will be granted up to two (2) operators per day and one (1) employee in each of all the other classifications. Provided appropriate notice has been given (four (4) weeks), vacation pay shall be paid in advance of the vacation on the payday immediately before the start
of the vacation. The number or workers approved for vacation at any one time as a result of the vacation bidding process will be a minimum of four (4) full-time bus operators and two part-time (2) bus operators from January through December; one (1) Dispatcher year-round and one (1) Mechanic year-round.

F. In case of extended personal illness, unused available vacation time may be used, at the discretion of the employee, when all sick time has been exhausted. In the event of personal illness, which causes a vacation departure delay or hospitalization during vacation, an employee may substitute available sick leave days for vacation days and reschedule the substituted vacation days at a time convenient for the Company and the employee. In order to substitute sick days for vacation days, an employee must present to the Company a physician’s note certifying the illness.

G. The Company will deduct from the employee’s vacation check any applicable fees, dues or assessments uniformly required of Union members to meet the employee’s obligation to the Union during his or her vacation.

H. Vacation time will be accrued on a basis of one twelfth (1/12th) of the employee’s annual entitlement monthly and credited to his or her account each month. Employees on Leave of Absence or otherwise absent, except as provided for below, for more than half (½) of his or her scheduled workdays will not accrue vacation time for that month. For purposes of this provision, excused time off for holidays, vacation, sick, personal, Jury Duty, approved Union Business and unpaid time off taken under the FMLA and worker’s compensation will be taken into account when determining the employee’s entitlement for any given month. All other absences will be charged against the time worked. Upon separation from employment for any reason, the employee will be paid for all unused vacation time accrued as of the date
of his or her separation in accordance with statutory requirements.

I. Vacation eligibility shall be based on an employee's original date of hire so long as there has been no break of continuous employment.

**ARTICLE (17) GROUP INSURANCE**

A. Group insurance will be available to all full-time and eligible part-time employees. Employees are eligible for group insurance at the conclusion of the probationary period. Part-time employees shall become eligible for benefits on the following scale:

1). Employees who work an average of twenty (20) hours but less than thirty (30) hours per week for the previous three (3) months, the Company shall contribute twenty-five (25%) percent of the premium.

2). Employees who work an average of thirty (30) but less than forty (40) hours per week for the previous three (3) months, the Company shall contribute fifty (50%) percent of the premium.

3). The Company will pay eighty percent (80%) of the monthly health and dental insurance premiums for all full-time employees. The Company will pay 70% of the health and dental insurance premiums for all full-time employees whose initial hire date occurs after the ratification of this contract.

4). Employees who fail to maintain the average hour minimum will be responsible for the difference in the cost of the insurance until the minimum hour requirement has been satisfied.

B. The Company shall make available the following group insurance benefits and pay one hundred (100%) percent of the monthly premiums for # 1 & 4:

1). Thirty-five ($35,000) dollars life insurance and a thirty-five thousand ($35,000) dollars accidental death benefit upon next renewal; for all employees who have regular bid assignments of 25
hours or more per week. (this change will not be retroactive to January 1st). The amount of insurance will be reduced by fifty (50%) upon the employee’s seventieth (70th) birthday.

2). Dental Group Insurance (the current Blue Cross Blue Shield plan or equivalent) unless a change is mutually agreed upon between the Union and Company.

3). Medical group insurance (the current Blue Cross Blue Shield plan with prescription rider including coverage for deductible or equivalent) unless a change is mutually agreed upon between the Union and Company.

4). Twenty-six (26) weeks of disability insurance that will begin payments on the first day of hospitalization; or on the eighth day of disability due to sickness or pregnancy, if hospitalization is not required. The benefit will be sixty-seven (67%) percent of the employee’s basic weekly wage.

**ARTICLE (18) RETIREMENT**

A. Upon ratification, the Company shall contribute toward the Union’s 401(k) retirement plan three (3%) percent for each participating employee. The employee, to be eligible must at least match the Company’s contribution. Qualifications are based on the Plan Document and the ERISA laws. Employees that do not qualify for a Company match under ERISA (i.e.1000 hours worked in calendar year) will be allowed to have their contributions deducted weekly through payroll deduction. The Company shall deduct any employee’s contribution to the 401(k) and submit it to the pension plan prior to the Company’s participation.

B. The Company will abide by rules and regulations set forth by the U.S. Department of Labor.
ARTICLE (19) UNIFORMS

A. The Company will determine and provide the uniform to be worn by employees and will replace uniform items, as necessary. Operators may elect to wear self-provided knee-length shorts of the same color as the Company issued trousers.

B. Employees will maintain an appropriate appearance. The employee will be responsible for maintaining his or her uniform. Company issued maintenance uniforms will be cleaned at no cost to the employee.

C. Uniforms are to be worn only in association with the employees work for the Company.

D. In the event the current uniform policy is changed; the Company will notify the Union in advance and meet to discuss such changes.

E. Employees shall be required to report to work in uniform and wear the uniform at all times while on duty. Employees who fail to comply with this regulation may be subject to discipline.

F. The wearing of non-uniform apparel will not be permitted, except during a special event or cold weather when employees will be permitted to wear a non-uniform jacket or coat. The Company will permit the employees to wear the union logo, provided by the union, on the left sleeve of the shirt and jacket.

G. The Company will provide waterproof outerwear upon request.

ARTICLE (20) BEREAVEMENT LEAVE

A. All full-time and part-time employees, will receive five (5) days bereavement leave including the day of the funeral following the death of the employee’s spouse, child or significant other, three (3) days bereavement leave including the day of the funeral following the death of the employee’s mother, father, step mother or step father, grandparent(s), mother-in-law, or father-in-law, guardian, sister, brother, half-sister, half-brother, brother-in-law or
sister-in-law or grandchild. One day (1) will be given for an aunt or uncle. A significant other is one who stands in place of a spouse and with whom the employee is living at the time of death.

B. In the event of a death in the employee’s family as listed above the employee shall be permitted paid leave for lost time, not to exceed eight (8) or ten (10) hours per day depending on whether the employee’s most recent work week is scheduled for five (5) or four (4) days per week, for three (3) consecutive days.

**ARTICLE (21) BUS PARKING**

The Company will continue the practice of permitting certain employees to park the employee’s Company-assigned vehicle at a location other than the Company’s facility. If the Company determines, based on sound business reasons, to require that an employee must park his or her vehicle at the Company facility, the Company will notify the Union and will meet to discuss the impact of the Company’s decision, if requested by the Union to do so. The Company will consider location and seniority in making decisions regarding bus parking.

**ARTICLE (22) WASHING AND CLEANING BUSES**

A. In order to prevent employee injury and/or equipment damage, the bus wash lane at the Company’s Operations Center may only be used by an employee who has been trained and authorized by management to operate the automatic bus wash equipment.

B. The interior of the bus will be cleaned daily by Utility/Janitor. The Company will provide cleaning and washing supplies. Operators should remove all personal items from any revenue vehicle upon completion of their shift. The Company will bear no responsibility for any personal items left on a revenue vehicle in violation of this provision.
ARTICLE (23) LICENSES

A. The Company shall pay for the Massachusetts Department of Public Utilities (DPU) license fees for all employees in the bargaining unit who have such licenses on their first anniversary date and shall also pay all renewal fees for this license. All employees will be reimbursed for the cost of their first (DPU) license fees upon reaching the anniversary date of their first continuous year of service.

B. Operators possessing a school bus endorsement on their DPU License are responsible for all renewals and costs associated with this endorsement. The Company will make an effort to assist an operator in this process, but the responsibility remains with the operator.

ARTICLE (24) PHYSICAL EXAMINATIONS

A. The Company shall pay for the entire cost for any required physical exam. The employee shall be examined by the Company doctor or may at the Company’s discretion go to his or her own doctor for the exam. In this instance, the Company shall pay for the co-pay cost of the exam upon being furnished with a copy of the co-pay bill or a receipt showing the employee has paid the co-pay.

B. If the employee fails the exam that was given by the Company doctor, he or she may see his or her own personal physician. Upon completion of the exam, the employee shall furnish a copy of the results to the Company doctor. The Company will pay the co-pay portion of the exam as outlined above.

C. Employees who are required to be examined by the Company doctor other than for a DOT/CDL License examination or are sent for a drug and/or alcohol test will be paid for actual time at their applicable rate of pay.

D. When an employee is required by the Company doctor
to undergo additional testing in order to meet the DOT requirements, he or she will be required to get a referral from his or her Primary Care Physician prior to such testing. The Company doctor shall provide documentation to the employee explaining the need for the additional testing. The Company will pay the employee’s co-pay for such additional testing.

E. Employees who are sent for a return to work physicals, shall be paid three (3) hours pay at their regular rate of pay.

**ARTICLE (25) NO DISCRIMINATION**

The provision 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, sexual orientation, race, color, and disability for which with or without a reasonable accommodation the employee can perform the essential functions of the job, religion, national origin, or union activities.

**ARTICLE (26) NO STRIKES-NO LOCKOUTS**

A. It is recognized that the Company and its employees are obligated to perform an essential public service, and that this service must be continuously performed to the fullest extent. If, for any reason, performance of duties involves undue difficulty, members of the Union will not cease work but will immediately address the matter in an orderly way as provided in this Agreement.

B. 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, neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, including a sympathy strike, slowdown, refusal to cross a
picket line, stoppage of work, refusal to perform assigned work, or any other intentional interruption of service or production, regardless of the reason for so doing. In the event of a picket line against another employer that could require Company employees to cross the line, the Company will make every effort to relocate the pick-up point in the interest of safety of the passenger(s) and the operator.

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

D. The Union recognizes that in the event of a work action, as described in Section B above, the Union has 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.

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

**ARTICLE (27) OPERATOR SPARE BOARD**

A. Spare Board Operators may be utilized to fill unassigned shifts. At each bid, Operators that possess a valid Class A or B Commercial Driver’s License shall exercise seniority bidding for a Spare Board position. The times and locations that the Spare Board Operators work may vary.

B. Spare Board Operators shall be guaranteed a minimum of forty (40) hours of pay per week.

C. Spare Board assignment shall be made on a day-to-day basis, but not later than 6:00 PM on the previous day.

D. Open positions will be posted daily for the following day.
E. Seniority shall determine the order in which Spare Board Operators may select from the shifts offered for the following day.

F. If a Spare Board Operator is unavailable to select his/her shift, an assignment shall be chosen for him/her by the Road Supervisor.

**ARTICLE (28) LOST ARTICLES**

All lost property found by an employee, will be returned without delay to the owner or, if unable to do so, turned into the Company not later than the following day. When an employee is of the opinion such property is valuable, he/she shall immediately report the same to the supervisor, and it shall be properly identified.

**ARTICLE (29) JOINT LABOR MANAGEMENT SAFETY COMMITTEE**

A. The Union and the Company will establish Joint Labor Management Committees to deal with scheduling, safety and other mutually agreed upon issues. The Committees will consist of an equal number of members on both sides as per the Infrastructure Investment and Jobs Act. The Company will reimburse the Union members for any lost time from work. The Committees shall meet at least once each quarter starting in January 2014.

B. Separate from the joint labor and safety meetings the ATU Local 1548 President and the Company General Manager will meet monthly to engage in discussions and policy-making involving employee experience and support. The parties may alternate meeting locations and subject matter. Any agreements and/or policy adjustments will be made known through employee notifications. Any employee may make suggestions to either party regarding meeting topics to address. These monthly meetings will serve as a regular communications vehicle to make ongoing improvements in the employee experience.
A. The position of the Behind the Wheel Driver Trainer (BTW) will perform both initial behind the wheel driver instruction and refresher behind the wheel training and shall be paid one dollar seventy-five cents ($1.75) more than the employees' regular rate of pay for all hours worked during the performance of duties as a BTW trainer. Overtime shall be paid for all hours worked in excess of forty (40) hours in any pay period at the employee's overtime rate of pay for the duties being performed.

B. The position of BTW trainer shall not be exempt from any of the contractual provisions contained in the current Labor Agreement pertaining to operators specifically and Union employees in general. BTW trainers shall participate in all work bids and perform their regular route assignments as operators when not assigned as a BTW trainer.

C. To qualify for and/or keep the position of a BTW trainer, the employee may not have any criminal driving convictions appearing on either their criminal record check or their state motor vehicle driving record. Candidates for the BTW trainer position must have a good attendance record and have been licensed as a CDL driver with air brake and passenger endorsements for a minimum of one (1) year. The employee must possess a clean driving record without any preventable accidents or civil motor vehicle infractions for ten (10) years. Non-preventable workers compensation claims shall not bar an employee from qualifying as a BTW trainer, however no employee will participate as a BTW trainer who is actively engaged in a Workers' Compensation claim.

D. When a vacancy occurs for the position of BTW trainer, the Company shall send a notice of vacancy to all full-time and part-time
drivers. Interested candidates shall have seven (7) business days from the date of the notice to respond in writing to the Company their desire to become a BTW trainer.

The selection/ review process to determine a driver's qualifications to enter into the BTW trainer program shall begin with an interview by a five (5) member panel composed of three (3) management appointees and two (2) Union representatives appointed by the Union President / Business Agent. At the interview stage, all of the candidate's records shall be made available for inspection by the panel members. After successful completion of the BTW trainer education program, the trainees who have completed / passed the program the program shall be awarded the available BTW trainer position(s) by Union Seniority. The Company shall maintain a list of the BTW trainers.

E. BTW trainers shall provide all the behind the wheel instruction to probationary employees and newly hired employees as needed. BTW trainers shall perform the behind the wheel portion of the driver refresher courses given to each operator every two (2) years or other specified training programs identified by the Company. BTW trainers may additionally perform required behind the wheel retraining of operators after documented accidents and safety incidents. BTW trainers shall be subject to yearly refresher training and evaluation provided by the Company. Supervisors may provide the behind the wheel training portion of the yearly BTW trainer refresher course.

F. Under no circumstances shall behind the wheel training, instruction or evaluation of drivers lead to or be the basis of disciplinary proceedings being taken against the employee being trained. The Company shall not impose any safety points on an employee's employment record as a result of an evaluation done by a BTW trainer. An employee's training record and instruction
records shall not be used by the Company in disciplinary actions taken against the employee. The fact that the employee did in fact receive training will be the only part of any employees' personnel record.

**ARTICLE (31) SAVINGS CLAUSE**

A. 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.

B. In the event of such occurrences, the parties agree to meet immediately and, if possible, negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect.

**ARTICLE (32) FULL AND COMPLETE AGREEMENT**

This Agreement as written contains the entire existing Agreement between the parties and neither party shall be bound by any statement, representation, agreement or stipulation made prior to the execution hereof and not set forth herein or any subsequent side agreement or addendum unless reduced to writing and signed by both parties to this Agreement. During the life of this Agreement, neither party shall have the right to require the other to enter into any negotiations, on any subject not referred to in this Agreement, except by mutual agreement, and with respect to those subjects referred to in this Agreement only as to the interpretation and application of such terms as may be required by law. It is understood that issues not addressed in the contract will not be a subject of negotiations unless mutually agreed upon.
ARTICLE (33) DURATION

This Agreement shall be effective from October 1, 2022 through and including September 30, 2025 except as changes, amendments or supplements may be mutually agreed during its term and reduced to writing. This Agreement shall be automatically renewed from year to year thereafter, unless either party gives written notice of a desire to modify, amend or terminate same at least ninety (90) days but not more than one hundred and twenty (120) days prior to the expiration date or any anniversary date thereof.

IN WITNESS WHEREOF, LOCAL 1548, AMALGAMATED TRANSIT UNION AND MV Transportation Inc., have hereunto set their hands and seals as of the 12\textsuperscript{th} day of January of 2023.

AMALGAMATED TRANSIT UNION

LOCAL 1548 AFL-CIO, CLC

By Negotiating Committee

Charles A. Ryan III
President/Business Agent

MV TRANSPORTATION INC.

d/b/a/ EASTERN MA TRANSIT

By its Division General Manager

John F. Kennedy
General Manager