

TRANSDEV SERVICES INC.
ULU LABOR AGREEMENT
1/1/2016 - 12/31/19

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AGREEMENT BETWEEN TRANSDEV SERVICES INC.

AND

UNITED LABOR UNION LOCAL 100

THIS AGREEMENT, made and entered into this day of 2016 by and between Transdev Services Inc., a corporation organized under the laws of the State of Maryland, its successors and assigns, (hereinafter referred to as the Company), United Labor Union Local 100 (hereinafter referred to as the Union or Local 100 ULU).

WITNESSETH:

The parties to this contract hereby recognize that they are engaged in a business impressed with a public service and that they owe to the public the duty and obligation to provide and render safe, adequate, continuous and efficient public transportation service and to that end they have entered into these mutual covenants with full recognition of the paramount rights and interest of the public and of their obligation to fully and sincerely cooperate to meet the public's requirements.

It is the intent and purpose of this Agreement to assure a sound and harmonious working relationship between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth the full agreement between the parties.

ARTICLE 1- MANAGEMENT FUNCTIONS RESERVED

a.) The Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business as such rights existed prior to the execution of this Agreement except as specifically abridged, delegated, granted or modified by this Agreement, or by any supplementary agreements that may be made hereafter. The Company shall have the full and exclusive authority to determine and direct the policies, procedures and methods of operating its business without interference by the Union. Without limiting the generality of the foregoing, the sole and exclusive rights of Management which are not abridged by this Agreement include, but are not confined to, the right to determine, and from time to time to re-determine, the number, types and locations of its operations, and the methods, equipment and processes to be employed; to discontinue or automate methods, equipment, processes or operations; to determine the qualifications for new employees and to select its employees; to determine the size and composition of its working forces; to determine the

number of employees, if any, required in any classification; to determine operating schedules, rules and policies; to determine the number and type of equipment, machinery, materials and supplies to be used or operated, and the services to be rendered or supplied; to lay off employees because of lack of work or other legitimate reasons or recall such employees in accordance with Article 13; to hire and assign employees to work; to promote and transfer employees in accordance with Article 17; to reprimand, discharge or otherwise discipline employees for just cause; to determine job content and the amount and types of work needed; to determine and make the assignments of work; to schedule the hours and days to be worked on each job and each shift; to transfer or assign any part of its business operation; to expand, reduce, alter, combine, transfer, assign or cease any job or job classification consistent with past practice, and for business purposes; to place service or maintenance work with outside contractors or subcontractors; to determine the amount of supervision necessary; to control and regular, or discontinue the use of supplies, equipment, machines, and processes and any other property owned, used, leased or possessed by the Company; to establish, modify and enforce reasonable plant rules or regulations, policies and practices; to introduce new, different or improved methods, means and processes of production, maintenance, service and operation; and otherwise generally to manage the plant and direct the work force. The Company's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in any particular way, shall not be deemed a waiver of its rights to exercise such function or right, nor to preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

b.) The above-enumerated rights of Management are not all-inclusive, but indicate the types of matters which belong to and are retained by the Company.

c.) The Company shall notify the Union as far in advance of any changes in operations, procedures, methods, equipment or use of the workforce as is practical and possible.

ARTICLE 2- RECOGNITION:

The Company hereby recognizes the right of its employees to bargain collectively through representatives of their own choosing, and recognizes the Union as the sole collective bargaining agent for the employees within the bargaining unit described in the NLRB Certification Order in Case No. 15-RC-8381. The Company hereby recognizes the Union as the exclusive bargaining agent for the following employee classifications: (1) accounts payable representatives, payroll clerks, payroll analysts, senior payables clerks, assistant project managers (program sales coordinators), receptionists, staff assistants,

transit analysts, supervisors of transit data, community outreach coordinators, department secretaries, grants receivable Clerks, benefits specialists I, benefits specialists III, employment recruiting specialists/administration, employment specialists III, legal secretaries, maintenance quality control inspectors, maintenance project coordinators, department secretaries, products expeditors, marketing representatives (sales representatives/transit products), contract expeditors, buyers, safety representatives; and (2) general ledger accountants, senior property accountants, senior budget analysts, construction specialists, managers of planning, transit development coordinators, transit planners, grant specialist, senior grant specialist, senior internal auditors, microcomputer specialists, systems analysts II, special contract administrators, and contract administrators employed by the Company; but excluding: (1) all probationary personnel as defined in Section 2(a) and 2(b) of this Article; (2) all confidential employees, managerial employees, guards, street supervisors and other individuals defined as supervisors under Section 2 (11) of the National Labor Relations Act; and (3) all bargaining unit employees represented by the Amalgamated Transit Union, Division 1560 and the International Brotherhood of Electrical Workers, Local 1700-4.

a.) DEFINITION OF PROBATIONARY PERSONNEL. "Probationary personnel" are newly hired persons who have not completed six (6) months of actual work in any on-job classification covered by this collective bargaining Agreement.

b.) The term newly hired, as it is used in the DEFINITION OF PROBATIONARY PERSONNEL in the Recognition clause, Article 2, Subpart (a.) of the collective bargaining agreement, refers to any employee who is hired into a job classification covered by the collective bargaining agreement, regardless of whether the employee was formerly employed by TRANSDEV in a non-covered position.

c.) The Company agrees to meet and treat with duly accredited officers of the Union upon all questions and grievances as provided hereinafter.

ARTICLE 3 - MEMBERSHIP:

a.) Employees who are covered by this Agreement have the right to join or not to join the Union, to maintain their membership or to discontinue their membership in the Union. Each employee shall decide such matters without coercion or discrimination by either party to this Agreement.

b.) The Company shall not be required to recognize as a union steward any employee unless the Union has informed the Company in writing of the employee's name, department, and area of responsibility.

c.) The Union shall be given reasonable time during any orientation and training of new hires to orient new employees concerning the provisions of the Agreement. The Union shall also have the opportunity to provide the Company with written information for distribution at such orientations as part of the orientation. Any literature provided will be approved by the Director of Human Resources.

d.) The Company will provide a bulletin board at each station for the Union to post from time-to-time notices to provide information to the members of the Union.

e.) An employee shall be allowed to wear a union button at work as long as it does not distract from their duties and is not disparaging to the Company.

f.) Representational Activity. Upon receiving permission from his/her immediate supervisor, the Union Steward will be entitled to a reasonable amount of non-paid time -for investigating, processing, and/or presenting grievances. The Union Steward will be paid in those instances where a meeting is scheduled at the convenience of the Company and its representatives and when the Union Steward is scheduled to work and on the clock. Employees and employee representatives of the Union who participate in grievance hearings or other meetings with the Company will be excused, without pay, for that reasonable portion of the regular scheduled work period which occurs during the meeting. The number of employees attending such meetings on paid time shall be limited to the number reasonably necessary to attend to the business at hand, not to exceed the grievant and two (2) Union representatives.

g.) Company shall allow the union reasonable access to inter-office communication systems for transmission of information to the bargaining unit. Such transmissions shall identify the source as the Union and be appropriately sealed.

h.) Union Visitation. Representatives of the union will be granted access to employee work areas during non-working time when necessary to maintain representation and bargaining responsibilities. Such access shall not be unreasonably denied.

i.) Union Conventions and Seminars. An employee or employees designated by the Union to attend Union-sponsored conventions and seminars shall be granted leave without pay for scheduled work hours lost for such purposes; provided that the total leave granted under this section to all employees shall not exceed eighty (80) hours per calendar year. The Union must notify the Company in writing, at least fifteen (15) calendar days in advance of such seminar or convention, of the name(s) of the employee(s) designated to attend the seminar or convention, and the dates of their absence. The Company may refuse

to grant leave under this Section if the employee absence would adversely impact the operations of the Company.

ARTICLE 4 - ASSIGNMENT OF UNION DUES, INITIATION FEES AND ASSESSMENTS

a.) From the pay of each employee who is a member of Local 100, ULU and who in writing authorizes and directs the Company to do so, the Company on the first (1st) payday of each month will deduct such a sum for Union dues, initiation fees and assessments as the operator authorizes, directs and assigns and as are consistent with law. Such assignment shall be effective for the calendar year in which such assignment is executed and it shall continue in effect from year-to- year thereafter. The Company will accept such assignment and will forward the amount thus deducted to Local 100, ULU together with an itemized statement showing the source of each deduction.

b.) After making the deduction, assigned, authorized and directed as provided for in the preceding paragraph, the Company will forward the total sums thus deducted to the assignee indicated within four (4) days after the payday upon which the deduction is authorized and directed to be made.

c.) If, for any payroll period in which the Company is obligated to make deductions pursuant to this Section, the wages owed an employee (after deductions mandated by any governmental body) are less than the amount of money which the employee has authorized the Company to deduct, the Company shall make no deductions from wages owed by the employee for that payroll period. The Company shall provide with the transmission of the dues to the Union, a list of all employees making payroll dues deductions.

d.) The employer agrees to deduct and transmit to Local 100, ULU for transmission to the Local 100, ULU Political Action Committee (PAC), the amounts specified by each employee from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the PAC. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

e.) The Union will hold harmless and indemnify the Company against all cost of investigation and defense, and any and all liability claims of any kind which the Company may incur or sustain as a result of relying on any assignment and deduction authorization or other notices (including, but not limited to, notice(s) of change(s) in regular dues structure) furnished by the Union to the Company, or other liability that arise out of or by reason of actions taken by the Company pursuant to this Article.

ARTICLE 5- CREDIT UNION DEDUCTIONS:

The Company will make payroll deductions for the Credit Union under the following conditions:

- a.) For savings only;
- b.) individual employee authorization cards to be made out; and
- c.) The deduction amount selected by the individual employee must remain in effect for at least thirty (30) days before it can be changed.

ARTICLE 6- GRIEVANCE AND GRIEVANCE PROCEDURES:

a.) As used herein, a grievance is defined as any dispute arising from the interpretation or application of this Agreement or any dispute between the Company and an employee or the Union as to whether an employee has been. disciplined, suspended or discharged for just cause.

Questions arising as to whether or not a particular claim or grievance meets the definition of a grievance stated herein may be taken up through the grievance procedure and submitted to arbitration, if necessary, by either the Company or the Union.

If and when new policies are established or old policies revised resulting in a dispute between the parties, the Chief Organizer may submit such dispute directly to the 3rd step of the grievance procedure.

b.) Grievance Procedure:

A grievance as defined herein shall be considered in accordance with the following procedure. The steps in the grievance procedure, which must be taken in order and within the time period set forth, are as follows:

Step 1: Written Grievance to Immediate Supervisor

If an employee believes he/she has been unjustly treated, the employee may present a grievance through a representative of the Union (Local 100, ULU)..The grievance must be presented in writing by the Union to the immediate supervisor, or designee, not later than five (5) working days from the date of the occurrence that gave rise to the alleged

grievance.

The immediate supervisor shall provide a written answer to the Union within five (5) working days following the date of the first submission of the written grievance at Step 1.

Step 2: Written Appeal

If the grievance is not resolved at Step 1, not later than five (5) working days after the receipt of the written answer at Step 1, the Union may file a written appeal and may request, in writing, a conference with the Department Head or designee.

At the second step, the Company representative shall provide a written answer to the grievance within five (5) working days following the date of the submission of the written appeal at Step 2, or the date of the Step 2 conference (if such is held at a later date) at which the grievance was discussed by the parties.

Step 3: Final Written Appeal

If requested in writing by the Union Representative within five (5) working days after reply from the 2nd step, a conference shall be held between the Union Representative and the General Manager or his designated representative, who shall make his decision known to the Union Representative within seven (7) working days following the date of the conference at which the grievance was discussed by the parties.

c.) Discipline of Employees:

Section 1.

All discipline imposed or anticipated by the Company against an employee for violations of its rules or other offenses must be conducted within ten (10) working days after any offense or alleged offense has been made known to the Company or its officials. If the discipline is not imposed within the time limits set forth herein, such allegations shall be non-binding.

When the Company disciplines an employee and/or places an entry in the employee's file, the employee and the Union shall be provided a copy. An employee may request a file review with written notification to Human Resources.

Section 2. Just Cause

No employee may be discharged or disciplined without just cause.

Section 3. Conference

Before any employee is called into a conference or investigatory meeting for the purpose of imposing discipline, suspension, or warning, the employee shall be given the option of having present a union steward or representative.

d.) Saturdays, Sundays and holidays, including the day after Thanksgiving, shall be excluded in the calculation of all of the time limits set forth in this Article.

e.) The time limitations set forth in this Article 6 are of the essence of this Agreement. Unless agreed to by both parties, no grievance shall be accepted by the Company unless it is submitted or appealed within the time limits set forth in Article 6 of this Agreement.

f.) If an employee is found not at fault on the charge or charges for which he was suspended or discharged, he will be reinstated to his former position and paid the wages he would have earned for the period from the date of suspension or discharge to the date the final decision is rendered.

g.) If the grievance or claim of unjust treatment is not settled by the foregoing procedure, the aggrieved party shall notify the other in writing within the five (5) days following the next monthly Union membership meeting which is held after receipt of the other party's final answer if it desires to take the grievance to arbitration. Selection of arbitrators and the arbitration procedures shall be in accordance with ARTICLE 7. Discharges shall be subject to arbitration.

h.) The arbitration process shall proceed as expeditiously as possible and in no event shall it be permitted to go beyond ninety (90) days from the date of notice that arbitration is desired.

i.) Grievances that the Company may have against the Union shall be handled in the following manner:

1st Step

The Company will discuss the grievance with the Chief Organizer or designee at a mutually convenient time within seven (7) working days after knowledge of occurrence of the event complained of in order to try to reach a satisfactory settlement.

2nd Step:

If the Company grievance is not settled in the 1st Step, it may be submitted to arbitration in accordance with the provisions of ARTICLE 7.

j) Processed in Working Hours. The parties agree that, as part of the consideration of this Agreement, grievances shall be processed during working hours in a diligent manner resulting in the least possible interference with the conduct of the Company's business.

k.) Personnel Files. The employee shall be notified of any notices or information regarding disciplinary action or job performance placed in their file, and the employee shall be permitted to write a letter of response that shall also be placed in the file.

l.) Timely Write-ups. To be effective written disciplinary notices or warnings given to employees shall be prepared within five (5) work days of the occurrence of the incident or knowledge of the incident.

ARTICLE 7 - ARBITRATION AND ARBITRATION PROCEDURES

Section 1. In the event either the Company or the Union shall have demanded that a grievance be submitted to arbitration, as hereinabove provided, the following procedure shall be observed:

Section 2. Selection of Arbitrator - Within fifteen (15) working days from receipt of the request to arbitrate, the CEO and the local Union President, or their designated representatives, shall submit a jointly written request to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators and who are experienced in handling the type of dispute involved.

Section 3. Upon receipt of the Federal Mediation and Conciliation Service panel

of arbitrators who meet the qualifications specified above, the parties shall jointly select the arbitrator listed thereon who is considered by them to be best qualified to decide the issue presented by the particular dispute. If the parties are unable to agree within five (5) days, excluding Saturday, Sunday or holidays, after receipt of the Federal Mediation and Conciliation Service panel of arbitrators, then each shall have the privilege of striking a name alternately from the panel submitted until only one (1) name remains, with the privilege of giving or taking the first strike being determined by lot. The panel member whose name remains shall be the impartial arbitrator. The parties shall jointly notify such panel member of his selection.

Section 4. Fees and Expenses of Arbitrator - The expenses of the arbitrator shall be shared equally between the Company and the Union, and each shall pay one-half of the costs, fees and expenses incidental to any such arbitration, exclusive of the fees and expenses of the attorneys or witnesses or other similar items of expenses incurred by each respective party. The arbitration proceedings may be recorded and transcribed by a court reporter or other qualified person. The party who orders the court reporter shall be solely responsible for the costs of recording and transcribing the arbitration proceedings unless the other party orders a copy of the transcript of the proceedings, in which case all costs of recording and transcribing shall be shared equally by the Company and the Union.

Section 5. In the event of the failure of either party to act within the time limits provided within this Article, or as may be extended by agreement between the parties, the party so failing to do so shall forfeit its case.

Section 6. Saturdays, Sundays and holidays shall be excluded in the calculation of the time limits provided in this Article. Such time limits shall be extended by agreement between the parties.

Section 7. The jurisdiction and authority of the arbitrators shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Company.

The arbitrators shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure that has been agreed to by the parties.

Nothing herein shall be construed as obligating either party to termination of this Agreement or any extension thereof, or to arbitrate the terms of any contract or agreement

to be entered on the termination of this Agreement or any extension thereof.

The arbitrators shall be limited to specific claims arising out of the interpretation of the express provisions of this Agreement and past practices not inconsistent with this Agreement.

If through operation of the grievance or arbitration procedures, an employee who was dismissed is reinstated, he shall be made whole from the date of dismissal to the date of reinstatement, less any resulting disciplinary suspension time, by being compensated with back pay for the hours the employee would have been regularly scheduled to work during that period, less any and all interim earnings received by the grievant, any unemployment compensation, any pay for any training programs, any sums the grievant could have earned by the exercise of reasonable diligence, and/or any other like sums received (or that could have been received from any source whatsoever by the grievant during the back pay period).

All settlements and arbitration awards shall be drafted separately and paid within ten (10) days.

ARTICLE 8 - INJURY ON DUTY PAY

Employees shall receive only those benefits provided under provided under Louisiana's workers' compensation laws, specifically, Louisiana Revised Statute, Title 23 Labor and Workers' Compensation.

ARTICLE 9 - PAID FUNERAL LEAVE

In the event of death in a full-time employee's family, a funeral leave consistent with that provided to non-union employees will be granted.

a.) In the event of death in a full-time employee's immediate family, a funeral leave will be allowed up to a maximum of three (3) work days. The immediate family shall be limited to legitimate spouse, mother, father, brother, sister, half-brother, or half-sister, mother-in-law, father-in-law, natural grandparents or legitimate children of the employees. An employee shall be entitled to funeral pay only if he attends the funeral of the deceased family member-

b.) Funeral leave pay shall be limited to eight (8) hours pay at the employee's

regular straight-time rate excluding overtime. Normal off days will not be counted in the funeral leave days and the employee will not be paid for said off days.

c.) The funeral leave is limited to (at the desire of the employee):

1. The work day immediately preceding the burial, the day of burial and the work day immediately following the burial; or
2. The two (2) work days immediately preceding the burial and the day of burial; or
3. The day of burial and two (2) work days immediately following the burial; or
4. Three (3) work days prior to or subsequent to the day of the burial if the burial should fall on an off day.

To be eligible for funeral leave pay, the employee must notify his/her immediate supervisor in advance of the workdays for which he/she requests paid funeral leave and specifies at that time the period of leave required.

d.) Funeral leave pay shall not be allowed for any day which falls during an employee's paid vacation or on Saturday, Sunday or holidays unless it is a scheduled work day. In the event that one of the paid holidays specified in Article 32 falls on any of the funeral leave days, the employee shall be entitled to holiday pay only, but not both holiday and funeral pay. Funeral leave pay shall not be included in computing overtime or premium pay.

e.) Bereavement leave pay will not be paid in addition to any other allowable pay for the same day, including but not limited to, holiday pay and sick pay.

ARTICLE 10- JURY DUTY

a.) In the event that an employee is required to serve on a duly constituted jury, as verified by proper documentation, he/she will be paid at the Jury Duty employee's straight time rate for the actual hours necessarily absent from scheduled work that day not to exceed eight (8) hours per day. Employees will immediately notify the immediate supervisor of the receipt of notice to report for jury duty, and employees serving on a jury shall notify the immediate supervisor each day when released from jury service of their availability for work.

b.) Where the Company, in its sole discretion, determines that jury duty

scheduled during off-duty time will interfere with the employee's ability to complete his/her assignments, the Company may excuse the employee for all or part of the assigned work with pay at the straight time rate. Compensation paid for jury duty under this Section will not be counted as hours worked for the purpose of computing overtime.

c.) Pay will be provided for jury duty only when the employee must serve during a regularly scheduled work day. Pay will only be provided for actual time spent by the employee in jury duty, and after completion of jury duty, the employee shall return immediately to his/her scheduled work.

ARTICLE 11- ATTENDANCE AND TARDINESS

TRANSDEV is a service-oriented business. Employees must be ready to serve TRANSDEV's customers and meet the public's demands promptly and efficiently. Employees must meet this challenge in a timely manner which has a direct relationship on the public's image of TRANSDEV.

TRANSDEV 's regular office work hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. Employees are required to report to their respective work station, on time, ready for work, every day they are scheduled to work. Bargaining unit employees are required to record their actual time spent performing their assigned duties by utilization of the procedure to be established by the Company and to be conveyed to each employee in writing. The absence of an employee weakens TRANSDEV 's ability to meet customers' service needs. TRANSDEV expects every employee to be present at the appropriate starting times and after the prescribed times for rest breaks and lunch periods.

If an employee is unable to work because of illness, he/she must notify their supervisor or Department Head within one hour of his/her scheduled reporting time on each day of absence unless the employee has been granted an authorized medical leave, in which case different notification procedures apply. Failure by the employee to properly notify their Department Head will be regarded unexcused absence except in emergency situations. Employees are required to contact their supervisor when reporting an unscheduled absence.

If an employee is absent from work for more than three (3) consecutive workdays, he/she will be required to submit a physician's statement to his/her supervisor or Department Head before he/she will be permitted to return to work. In such instances, TRANSDEV has the right to require the employee to be examined In cases where abuse is suspected, by a company-designated physician. TRANSDEV may require the employee to be examined by a company-designated physician or submit a statement from their physician.

Absenteeism or tardiness that is unexcused or excessive in the judgment of TRANSDEV is ground for disciplinary action, up to and including dismissal.

ARTICLE 12 - LEAVE OF ABSENCE & EXCUSED ABSENCES

a.) The Company shall grant unpaid leaves of absence as required under the Family and Medical Leave Act (FMLA) and all other applicable federal and state laws.

b.) If the Company grants an excused absence from work to an employee, this excused absence shall not be charged against the employee and shall be recorded as an uncharged absence.

ARTICLE 13 - LAY-OFF AND RECALL

This Article of the Agreement shall be applied in conformity with the Worker Adjustment and Retraining Notification (WARN) Act.

The Company shall give notice of intention to lay-off employees by posting a notice on the bulletin boards at all stations at least one (1) week, or in lieu of prior notice the Company will provide two (2) weeks' pay before the effective date of the lay-off, unless 60 days advance notice is otherwise required for a "mass layoff as defined by the WARN/Act, and a copy of such notice shall be sent to the Union.

a.) The Company will determine the timing of layoffs, the number of employees to be laid off, and how layoffs will be effected. A uniform reduction in the number of hours scheduled in a workweek for all employees shall not constitute a layoff. If the Company lays off employees, the Company will lay off in order of the most junior employees in the affected job classification first.

b.) If the Company fills a vacancy in which employees are laid off, such employees shall be recalled in the reverse order of layoff.

c.) The Company will forward notice of recall by certified mail to the last known address of the employee reflected on Company records. The employee must, within ten (10) calendar days of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall, and thereafter, return to work on such date.

d.) Layoff and Recall Layoffs will be according to job classifications affected, and the least senior employee in the affected job classification(s) shall be the first laid off. To the extent possible, employees will be laid off in this order:

- 1) Temporary employees,
- 2) Probationary part-time employees,
- 3) Probationary full-time employees,
- 4) Full and part-time employees.

The most senior employee on layoff will be recalled first, and recall shall be by certified mail to the last known address With one-week notice to return; a copy of the recall notice will be sent to the union.

e.) If a qualified employee is laid off, payment for any accrued vacation shall be added to the final check in accordance with the provisions of Article 19.

ARTICLE 14 - FREE TRANSPORTATION FOR EMPLOYEES:

a.) Employees will be allowed free transportation on all lines upon presentation of a valid employee identification card.

b.) Employee must have his/her I.D. card on his/her person at all times when on duty and is subject to being checked for the presence of this card.

c.) If this I.D. card/badge is lost, the employee must notify immediately his/her Department Head, and all other employees must notify immediately their immediate supervisor. Employees will not be charged a fee for the replacement of this card. The employee will not be paid for any time required to make or replace card. Damaged cards will be replaced free upon return to the Company of the damaged card.

d.) This I.D. card is not transferable, and the use of this card by any person other than the employee to whom issued will result in termination.

e.) The selling or bartering of the I.D. card/badge will be grounds for termination. The lending, loaning, transferring, or using another employees I.D. card/badge for any reason will be grounds for suspension and/or subject to termination.

f.) Upon separation of the employee from the Company, this I.D. card must be returned to the Company.

ARTICLE 15- WAGES:

- a.) 2017 - The current salary maximums for the position included in the bargaining unit will increase by 3.0% effective January 8, 2017.
- b.) 2018 -The salary maximums for 2018 will be increased by the amount provided to non-union employees (2.5%) and effective on the same date as effective for non-union positions. 2019- The salary maximums for 2019 will be increased by the amount provided to non-union employees and effective on the same date as effective for non-union positions.
- c.) The hourly rates for classifications covered by this Agreement shall be:

Position	2017 Max	2018 Max
Accounts Payable Clerk	\$19.93	\$20.43
ADA Compliance Analyst	\$20.91	\$21.43
ADA Eligibility Clerk	\$19.06	\$19.53
Admin Assistant	\$18.95	\$19.43
Grant Accountant II	\$25.87	\$26.52
Grants Analyst	\$23.52	\$24.11
Grants Analyst II	\$25.87	\$26.51
Lead Transit Analyst	\$24.72	\$25.34
Planner	\$23.97	\$24.57
Purchasing Associate	\$29.47	\$30.20
Schedules and Route Specialist	\$30.34	\$31.10
Sr A/P Specialist	\$23.44	\$24.03
Sr Communication Dispatcher	\$27.22	\$27.90
Sr Planner	\$35.54	\$36.42
Staff Accountant	\$25.87	\$26.52

Supv ID Center	\$23.98	\$25.58
Sr Communications Dispatcher	\$27.22	\$27.90
Sr AP Specialist	\$23.44	\$24.03

d.) New hires shall receive starting pay which equates to 85% percent (85%) of the maximum wage rate in 16c above, except no starting rate of pay shall be less than the applicable minimum wage. New employees shall be paid in accordance with the following schedule:

Initial Wage Rate	85% of negotiated maximum
Completion of probation	90% of negotiated maximum
One year after probation	95% of negotiated maximum
Two years after probation	100% of negotiated maximum

e.) Payment of wages: Payment of wages will be made every other Friday, or earlier at the Company's discretion, for all work performed, through the preceding two Saturdays. When a holiday falls on Friday, the Company will make every effort to make payment on the preceding Thursday.

ARTICLE 16: WORKING HOURS

a.) The sole purpose of this Article is to provide a basis for the computation of straight time and overtime wages for bargaining unit classifications and nothing contained in this Article shall be construed as a guarantee or commitment by the Company to any employee of a minimum or maximum number of hours of work per day, per week or per year.

The Company's pay records, practices, and procedures shall govern the payment of all wages.

b.) The regular workweek is forty (40) hours. The workweek commences on Sunday and continues through the following Saturday.

c.) Determination of Work Schedule and Assignments. The Company shall retain, in its sole discretion. The right to modify, alter, change and to re-determine from time to

time the hours of work, the work schedules, and work assignments for each position in each job classification in the eligible classification. To the extent possible, working hours and work assignments shall be assigned by seniority, whereby the most senior employees in the affected employee classification will be given the opportunity to select working hours and work assignments over junior employees.

Changes in Work Schedules and Work in a Non-Bargaining Unit Higher Classification. The Company will pay the employee overtime in accordance with overtime pay provisions set forth below, for all hours worked over forty (40) in a workweek. The Company reserves the right to use, in its sole discretion, extra personnel who are qualified and available to accommodate vacations, holidays, special projects and other needs of the transit business.

After working two or more hours in a higher job classification, the employee will receive the rate applicable to the higher classification (subject to progression percentage) or his prevailing rate, whichever is higher, for actual hours worked in the higher classification.

Overtime. Employees will be paid for all hours actually worked in excess of forty (40) hours during any workweek at an overtime of one and one-half times the straight time rate. Only actual hours worked, excluding sick leave, vacation, holiday, lunch periods of at least thirty (30) minutes long, or other non-compensable time under FLSA will be counted towards determining eligibility for overtime pay. Nothing in this Agreement shall require the payment of the overtime rate for hours worked over eight (8) in any one day.

If there are no volunteers for overtime, the junior person will be compelled to work.

d.) Flextime. Flextime programs allowing for early start times or later ending times to the regularly scheduled work day shall be available to all employees in the bargaining unit in accordance with the Company's policy for its non-represented administrative employees.

ARTICLE 17- SENIORITY:

a.) Except as provided otherwise in this Agreement, Seniority shall mean an employee's length of continuous service in the job classification to which he/she is assigned, measured from the date and time the employee was hired into the job classification. If application of the preceding sentence results in two (2) or more employees

having the same seniority, the employee who first applied for employment with the Company shall be deemed more senior. Seniority shall not accrue to probationary personnel until completion of the probationary period set forth in Article 2 of this Agreement, at which time the employee shall possess seniority as defined in this Section. Seniority shall be applicable only as expressly provided in this Agreement.

- b.) All employees shall be subject to this provision.
- c.) An employee's seniority shall be lost for the following reasons:
 - i.) Discharge (unless reinstated through grievance procedure) quit, retirement, death or resignation; or
 - ii.) failure to give notice of intent to return to work after recall within the time period specified in Article 13 of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall; or
 - iii.) except for layoff and work-related injury, time lapse of twelve (12) months since the last day of actual work for the Company, regardless of reason; or
 - iv.) failure to return to work upon expiration of a leave of absence; or
 - v.) layoff for a period of twelve (12) months.

d.) Seniority. After an employee has successfully completed the probationary period, seniority shall be credited from the first day of employment. Seniority shall be recognized as employment with the Company and its predecessors and shall not be confined or restricted to any specific department. In the event that any two (2) employees have an identical date of hire, the seniority order shall be determined by dates and times of the employees' applications for employment with the Company. In the event of re-employment after a resignation or termination, seniority shall be computed from the date of such reemployment.

e.) Application of Seniority. In all cases of advancement (except to supervisory and other positions outside the bargaining unit), demotion, filling vacancies, transfers, and layoff, the factors of (a) seniority and (b) technical and professional qualifications demonstrating classification competency shall be considered, and when the Company determines that the factors considered in (b) are relatively equal among the various

candidates, seniority shall govern.

f.) Job Bidding and Posting. Job openings within the bargaining unit will be posted for not less than five (5) working days with a copy of the postings to the Union. Within departments and job classifications, an employee may bid for transfer or promotion and be awarded such bid based on qualifications and seniority. Outside of professional and technical requirements, seniority shall control if in the judgment of the Company these requirements are relatively equal, and the employee might be reasonably expected to be trained for the position in less time than a new employee would be so qualified.

ARTICLE 18 - MISCELLANEOUS:

a.) Whenever "he", "his" or "him" is used, that pronoun is to be interpreted as applying to both male and female employees.

b.) The Company and the Union recognize their responsibilities under Federal laws not to discriminate because of race, religion, creed, color, age, sex, national origin or disability.

c.) The parties agree that the former employees of New Orleans Public service, Inc., will have all the rights and receive all benefits afforded under the terms of "13c."

d.) The Company agrees to print and pay for enough contract agreements to furnish each employee with one copy, within forty-five (45) days after completion of negotiations and ratification by the membership.

e.) It is understood, however, that the probationary employee's seniority position shall be determined by his date of employment.

f.) During the probationary period, the retention or discharge of employees shall be at the sole discretion of the Company and the Company's decision to discharge shall not be subject to the grievance procedures herein.

g.) The probationary period for employees shall be up to six (6) months from the date of hire, during which the Company has the exclusive right to determine the acceptability of performance of new employees before they shall be considered regular employees. The Company shall not extend the six (6) month probationary period.

h.) Both parties hereby acknowledge and declare that this Agreement has been

jointly drafted pursuant to the terms and conditions of the parties' negotiations. The parties agree that neither party shall be deemed to have solely drafted the Agreement or any provision hereto.

ARTICLE 19- HOLIDAYS, VACATIONS AND SICK LEAVE BENEFITS:

a.) Except as otherwise specifically provided herein, all holiday and vacation and benefits for the members of this bargaining unit hired after January 1, 2009, shall be identical to those benefits which accrue to the Company's administrative non-bargaining unit employees subject at all times to the changes and/or amendments to those benefits, if any, that are effected by management from time to time. The Company agrees to timely notify all employees and the union of any and all changes with respect to holiday, vacation and/or sick leave benefits. The parties hereto acknowledge that a copy of the pertinent parts of the Company's Policies and Procedures Manuals that address holiday, vacation and sick leave benefits are either in the possession of the union and its members, or it is readily accessible. The parties hereby acknowledge the most recent amendments to the Company's policies and procedures manual which are attached hereto, made a part hereof, and designated as Appendix "?"

The members of the bargaining unit hired prior to January 1, 2009 will retain the vacation earning schedule provided under TMSEL. Employees hired on or after January 1, 2009 will have the same vacation schedule as provided to non-union employees.

Continuous Service	Annualized Vacation Amount
1-7 years	80 hours of vacation
7 years but less than 12 years	120 hours of vacation
12 years but less than 16 years	160 hours of vacation
16 years but less than 24 years	200 hours of vacation
24 years and over	240 hours of vacation

Please note that sick leave is defined in Article 20, Section 3, a.- 9 days per year, which is different than provided to non-bargaining E.

b.) Employees who are off from work and receiving workers' compensation shall not be allowed vacation pay at the same time. After returning to work they shall be allowed to select another vacation not sooner than four (4) weeks after returning to work.

c.) It is understood that the employee who has been on continuous leave of absence from the Company's service, whether such leave has been caused by sickness or otherwise, for a period of ten (10) or more consecutive months preceding the first day of the current vacation period (first Monday after January 1) shall, by that fact, forfeit all right to the vacation and will not receive the vacation pay. Provided further, that any employee who does not work during the period October 1 through December 31, inclusive, will not be entitled to a vacation until he has worked the equivalent of thirteen (13) work weeks during the current vacation period.

d.) Upon termination of employment, by retirement or otherwise, employees shall be paid for all accrued, unused vacation, including any carry over balances, of not more than ten (10) days. This payment shall be based on the number of months worked since these employee's employment anniversary date ending the last employment year for which he has received a vacation; provided that employees entitled to three (3) weeks or more vacation shall, upon termination of employment for any reason, be paid for any vacation to which entitled under subsections (e) and (j) in the year service is terminated, plus 1/12th vacation pay for each month worked since January 1 of that year.

e.) The first vacation shall be in the calendar year in which the first anniversary of employment occurs and may be scheduled as much as three (3) months in advance of that date if it will facilitate operations to do so, at the discretion of the Department Head for the employees and at the discretion of the immediate supervisor for all other classifications of employees.

ARTICLE 20- HEALTH AND WELFARE

Section 1. Hospital/Medical/Dental, Life & Pharmaceutical Insurance:

a.) All regular employees subject to this Agreement who have been employed by the Company continuously prior to the effective date of this Agreement and all employees, hired after the effective date of this Agreement, on the first of the month following thirty (30) days of employment, shall be eligible to participate in the Hospital/Medical, Dental, Life and Pharmaceutical Insurance Plans and shall be eligible to apply for coverage for their dependents.

b.) Effective January 1, 2017 group insurance coverage equivalent to that offered to non-union employees will be provided. The costs for such coverage will be equal to that provided to the employees for 2017. Thereafter the cost sharing formula provided in this Section will be applied to any increases or decreases in coverage.

c.) To determine company and employee contribution levels toward any changes in the cost of insurance coverage during the term of the contract, the company contribution percentage of 70% and the employee contribution percentage of 30% shall be applied to any increases or decreases in the cost of insurance coverage under any plan offered by the Company.

d.) The Company shall evaluate the cost of the insurance coverages Plans on an annual basis and give notice to the employees and the Union of any increases or decreases. Any determined increases or decreases in the cost of the employee contribution shall be on the next pay period following the respective announcement dates specified above.

e.) The Company retains the right to determine premium rates for the various coverages and to select the carriers of the insurance.

Section 2. Post retirement medical

To assist employees in obtaining health insurance during retirement, the Company will make the following contributions to the Company sponsored 401(k) plan on behalf of employee determined by employee age and date of employment as set forth in the table below (only employees who are active TMSEL employees on 8/31/2009, hired prior to 1/1/2008, and transition to Transdev, formerly Veolia, on 9/1/2009 are eligible):

Employee Category	Transdev Benefit
New Hires as of 9/1/09	No annual insurance subsidy
TMSEL New Hires as of 1/1/08	No annual insurance subsidy
TMSEL Active Employees as of 8/31/09, hired before 1/1/08 under age 40 as of 1/1/09.	\$1,000/yr Company contribution to 401(k) account for a maximum of 15 years while actively employed by Transdev. 5 year vesting schedule. Prior service recognized for vesting purposes. Annual benefit for active employees does not increase at age 40 to \$5K - it remains \$1K.

TMSEL Active Employees as of 8/31/09 hired before 1/1/09 age 40 to 44 as of 1/1/09.	\$5,000/yr Company contribution to 401(k) account for a maximum of 15 years while actively employed by Transdev. 5 year vesting schedule. Prior service recognized for vesting purposes. Annual benefit for active employees does not increase at age 45 to \$6.5K - it remains \$5K.
TMSEL Active Employees as of 8/31/09 hired before 1/1/08 age 45 to 49 as of 1/1/09.	\$6,500/yr Company contribution to 401(k) account for a maximum of 15 years while actively employed by Transdev. 5 year vesting schedule. Prior service recognized for vesting purposes. Annual benefit for active employees does not increase at age 50 to \$8K - it remains \$6.5K.
TMSEL Active Employees as of 8/31/09, hired before 1/1/08, age 50+ as of 1/1/09.	\$8,000/yr Company contribution to 401(k) account for a maximum of 15 years while actively employed by Transdev. 5 year vesting schedule. Prior service recognized for vesting purposes.

If an Employee terminates employment during a Plan Year, the Additional Profit Sharing Contribution outlined above will be prorated for the period of time the Employee was actively employed by the Company. The prorated amount of the Additional Profit Sharing Contribution will be allocated to the terminated Employee's account at the same time all other annual contributions for the year in which the termination occurred are allocated to Plan Participants' Accounts.

Section 3. Sick Leave:

a.) Administration of Sick Leave Benefits:

Employees who leave the employ of TRANSDEV will not be paid for accumulated sick leave.

Written application for paid sick leave must be made by the employee on the first day of illness, if possible. Such application shall be accompanied by a certificate signed by a duly qualified health care professional who has attended the employee during his/her injury or illness, the beginning and ending dates the employee was under medical care and the date when the physician considers the employee able to return to normal duty.

Employer will comply with the provisions of the federal Family and Medical Leave Act (FMLA). Under FMLA, the employee will use accrued paid vacation and sick leave time if available before resorting to unpaid leave.

1.) Employees will accumulate paid sick leave days up at the rate of three- fourths (3/4) of a day per month per calendar year for a total of nine (9) days per year. Maximum accumulation up to 130 days. Sick leave will not accrue during unpaid leaves of absences, except for military leave as provided in Section 5 of this Article.

2.) Notice of intent to take sick leave must be given to the employee's supervisor within the first hour of work of the first day of sick leave to qualify for approved sick leave with pay. Paid holidays falling during periods of sick leave shall be considered as holidays with pay and not included as sick time.

The following constitute reasons for sick leave:

- a.) Illness or injury or exposure to a contagious disease which renders the employee incapable of performing the duties of the employee's position.
- b.) Requirement by the employee for dental or medical care which cannot reasonably be made during other standard working hours.
- c.) Illness in the employee's immediate family (spouse, children, or any other family member in the same household) requiring the full attention of the employee.
- d.) Immediately upon return to work, the employee shall furnish to his/her immediate supervisor, a written s health care professional's statement when the employee is absent due to a non-occupational sickness or injury for more than three (3) consecutive working days. In the absence of this verification, the leave will be charged as leave without pay (LWOP). The Company reserves the right in all cases of reported illness to require examination by a reputable health care professional of its choice. Abuse of sick leave privileges shall constitute grounds for disciplinary action, including summary dismissal.
- e.) Employees who, for whatever reason, . leave the employ of the Company will not be paid for accumulated sick leave.

Section 3. Maternity Leave:

The Company shall extend unpaid leave of absences to pregnant employees in

accordance with federal and state law, and under the guidance of the employee's physician. Under Louisiana state law, an employee may use accrued paid vacation and sick leave time (if available) for pregnancy, childbirth, or related medical conditions before resorting to unpaid pregnancy leave.

Upon verification of pregnancy, an employee should notify her immediate supervisor to facilitate leave arrangements. Such notification should occur within the first three (3) months of pregnancy. To ensure the health and safety of the employee, requests for medical leave and related benefits must, upon request of the Company, be accompanied by an attending physician's statement detailing the physical/medical limitations prohibiting the employee's performance within the assigned job classification. It is the employee's responsibility to obtain such certification. The employee may be required to have an examination by a designated physician at the employer's expense. An employee may continue to work for such period as she is physically capable of satisfactorily performing her regularly assigned duties.

Section 5: Military Leave.

The Company shall comply with the provisions of the Universal Military Training and Service Act and the Veterans Re-employment Rights Act. Except as may be required by law, any military leave granted shall be without pay. Under Louisiana state law, an employee on military leave shall continue to accrue sick leave, vacation leave and military leave on the same basis as he/she would have accrued during such leave during the period of service in the uniformed services.

Section 6: Rate of Pay

Except as otherwise noted in this Article, for any paid leave taken under this Article, an employee shall be compensated at the straight time rate of pay for his job classification at the time the leave is taken. Hours of leave, whether paid or unpaid, shall not be deemed hours of work for the purpose of computing overtime or other premium pay under this Agreement.

Section 7: Short Term Leave of Absence

Any member of the Union elected to or appointed to any office which requires the member's absence from the service of the Company to attend Union-sponsored seminars and conventions, shall be granted leave without pay for scheduled work hours lost for such purposes, provided that:

1. The Union notify the Company in writing not less than fifteen (15) days in advance of such Union business;
2. No more than three (3) employees from the bargaining unit may receive such leave at the same time; and
3. No leaves may be granted for less than four (4) hours or for longer than two (2) weeks, and the total leave granted under this section to all employees shall not exceed eighty (80) hours per calendar year.

FMLA LEAVE: The Company shall grant leaves of absence to employees according to the provisions of the Family Medical Leave Act (FMLA), and any other state or federal law that applies to the Company. FMLA, and any other legally required leaves taken, shall run concurrently unless specifically prohibited by law, with any leave of absence approved, and shall not be in addition to the medical or personal leave granted by the Company. For purposes of determining the maximum period of time available to an employee, a rolling twelve (12) month period shall be used. In addition, any period during which Employee receives benefits under any short-term disability or long-term disability policy or plan will also run concurrently with any other leaves of absence for employees under this paragraph or any other paragraph herein.

An employee on a disability or other authorized leave of absence may continue his or her insurance coverage while on FMLA. The company shall make its contribution to medical benefits during an FMLA leave of absence, as long as the employee submits his/her required contribution while on FMLA. The employee shall be responsible for 100% of the health care premiums in the case of leave of absence outside of FMLA unless otherwise stated in this agreement or as required by local, state or federal law.

The company will pay its' portion of the employee's medical insurance up to thirty (30) days for an employee on personal leave of absence if the employee arranges to pay, and pays his/her portion of the insurance premiums.

On The Job Medical Leave: An Employee injured on the job will be paid in full for the day of injury if he/she is unable to complete his/her workday. Medical leave of absence, due to an employee's illness or injury on-the job shall be granted by the Company upon the employee providing medical documentation to support the need for the leave. Medical documentation may be required by the Company throughout the period of absence. If the Company requires the employee to go to its' physician for a medical examination, it shall

pay for the examination. An employee on medical leave of absence due to an on-the-job injury who is able to return to work and perform the essential functions of employee's position with or without accommodation will be reinstated subject to passing all return-to-work requirements with full seniority and no waiting period for participation in insurance benefits. After any leave lasting longer than twenty-four (24) months, Transdev will engage in the interactive process and offer reasonable accommodations to qualified persons with disabilities. Transdev will evaluate whether additional leave is a reasonable accommodation in such circumstances. If additional leave is a reasonable accommodation under the circumstances, or if Employee needs a time or upon a return to work following leave, the Company will engage in the interactive process to determine if a reasonable accommodation is available to enable the Employee to perform the essential functions of Employee's position.

ARTICLE 21 -PHYSICAL EXAMINATIONS:

a.) All employees shall submit to a physical examination as often as deemed necessary by the Employer. The expense of such physical examination shall be borne by the Employer, and the examining physician shall be designated by the Employer. Employees shall be compensated for all time involved in taking any physical examinations, at their applicable hourly rate, and shall not receive less than they would have earned had they worked.

b.) As a condition of continued employment with the Employer, any physical examination above provided for must reveal the physical or mental fitness of the employee involved to perform the duties for which he was employed. The employee involved shall be furnished with a complete copy of the results of any physical examination at the same time as such findings are made available to the employer.

c.) Should any required physical examination above provided for reveal the physical or mental unfitness of the employee involved to perform the duties for which s/he was employed, he/she may at his/her option have a review of his/her case in the following manner:

1. He may employ a licensed physician of his own choosing and at his own expense for the purpose of conducting a further physical examination for the same or recommended purpose of the physical examination made by the physician employed by the Employer. A copy of the findings of the physician so chosen by the employee involved shall be furnished to the Employer, and in the event such findings verify the

findings of the physician employed by the Employer, no further medical review of the case shall be afforded.

2. In the event the findings of the physician chosen by the employee involved shall disagree with the findings of the physician employed by the Employer, the Employer physician and the employee physician involved shall, within five (5) days from such disagreement agree upon and select a third (3rd) qualified, licensed and disinterested physician for the purpose of making a further physical examination of the employee involved.. The third (3rd) physician shall make a further physical examination of the employee involved. The third (3rd) physician shall submit his findings to the two (2) physicians previously selected by the Employer and the employee. The findings of the majority of the three (3) examining physicians shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of the employment of such third (3rd) physician shall be borne equally by the Employer and the employee. If it is determined that the employee should not have been disqualified the employee shall be made whole for all time lost as result of removal from service.

d.) Physicians employed by the other party, as required in this Article, shall be members of the American Medical Association or American College of Surgeons, except as permitted by mutual agreement between the parties.

e.) Employees removed from service as a result of any physical examination shall be returned to their proper position if and when any disqualification has been corrected if corrected within eighteen (18) months of disqualification.

f.) After any leave lasting longer than ninety (90) calendar days, Transdev will engage in an interactive process and offer reasonable accommodations to qualified persons with disabilities. Transdev will evaluate whether leave is a reasonable accommodation in such circumstances.

When an employee returns to work from a long-term illness and the company requires retraining, the employee shall be paid at his/her regular rate of pay for all training.

f.) *Drug and Alcohol Abuse:*

Notwithstanding any language which states or implies anything to the contrary, the Company and the Union have negotiated and agreed upon the provisions of the attached Substance Abuse/EAP Policy and Procedures for Full- Time Regular Employees ("Policy"), which has been identified as Appendix C to this Agreement, and is a part of this Agreement.

The parties further agree that any dispute over the interpretation or application of the Policy shall be subject to the provisions of Article 6 ("Grievance and Grievance Procedures") and Article 7 ("Arbitration and Arbitration Procedures") of this Agreement. The parties acknowledge that the Policy will be used company-wide by TRANSDEV and that this is the sole reason for any express or implied language which states that it is a TRANSDEV - established policy.

ARTICLE 22 - RETIREMENT PLAN

All part-time and full-time employees shall be eligible for a Company sponsored 401(k) defined contribution plan. The Company contribution shall be determined by employee age and date of employment as set forth in the table below. A year of vesting service is earned based on working a minimum of 1,000 hours in a calendar year.

Only employees who were active TMSEL employees on 8/31/2009 and transitioned to Transdev, formerly Veolia, on 9/1/2009 are eligible for the enhanced grandfathered Nondiscretionary Company Contributions indicated in the table below in the rows referring to TMSEL.

*Employees who receive the TMSEL grandfathered Nondiscretionary Company Contribution will **not** also receive the **New Hires as of 9/1/09** benefit outlined below that provides the 50% Company Matching Contribution for every dollar deferred up to 6% of Eligible Compensation.*

Employee Category	ATU Transdev Benefit
New Hires as of 9/1/09	50% Company Matching Contribution for every dollar you defer, up to a maximum of 6% of Eligible Compensation into the Transdev sponsored 401(k) plan after meeting eligibility waiting period. 5 year vesting schedule. 3% maximum Company Contribution.
TMSEL Active Employee as of 8/31/09, under age 40 as of 1/1/09	Effective 9/1/09, a 50% Company Matching Contribution for every dollar you defer, up to a maximum of 10% of Eligible Compensation into the Transdev sponsored 401(k) plan. 5 year vesting schedule. Prior service recognized for vesting purposes. 5% maximum Company Contribution.
TMSEL Active	Effective 9/1/09, a 12% Nondiscretionary Company

Employees as of 8/31/09 age 40 to 49 as of 1/1/09	Contribution of an employee's eligible compensation into the Transdev sponsored 401(k) plan. Employee does not have to actively defer into the plan to receive the 12% contribution, but is allowed to also defer in plan if he/she chooses. 5 year vesting schedule. Prior service recognized for vesting purposes.
TMSEL Active Employee as of 8/31/09, age 50+ as of 1/1/09, with less than 20 years of service	Effective 9/1/09, a 15% Nondiscretionary Company Contribution of an employee's eligible compensation into the Transdev sponsored 401(k) plan. Employee does not have to actively defer into the plan to receive the 15% contribution, but is allowed to also defer in plan if he/she chooses. 5 year vesting schedule. Prior service recognized for vesting purposes.
TMSEL Active Employees as of 8/31/09, age 50 as of 1/1/09 with 20 or more years of service.	Effective 9/1/09, an 18.5% Nondiscretionary Company Contribution of an employee's eligible compensation into the Transdev sponsored 401(k) plan. Employee does not have to actively defer into the plan to receive the 18.5% contribution, but is allowed to also defer in plan if he/she chooses. 5 year vesting schedule. Prior service recognized for vesting purposes.

The parties acknowledge that the Defined Benefit Pension Plan offered through the collective bargaining agreement with TMSEL is frozen and Transdev North America, Inc., formerly Veolia Transportation Services, Inc., has no obligations associated with the Defined Benefit Pension Plan and makes no representation or warranty with respect to the benefits under said plan. References to said plan in this agreement are solely for the purpose of assisting employees in evaluating their overall retirement circumstances.

ARTICLE 23 - EMPLOYMENT CONDITIONS

a.) Sexual Harassment. The parties mutually disapprove of all conduct which may reasonably be construed as sexual harassment under Title VII of the Civil Rights Act.. The Company to enforce all policies on sexual harassment strictly.

b.) Job Description. All employees shall have access to a current job description. The determination of the job description is solely an exercise of management rights under Article I.

c.) Personnel File. All employees shall have reasonable access to their personnel

file and may with reasonable notice inspect their files during normal Company business hours. It is understood that the employee will not be in a pay status while inspecting his personnel file unless he is using approved vacation time.

d.) Health and Safety. The Company shall comply with all applicable federal, state, and local regulations for health and safety in work locations.

ARTICLE 24- RECIPROCAL WAIVER OF FUTURE BARGAINING:

a.) It is the intent of the parties that the provisions of this Agreement, which supersede all prior agreements and understandings between the company and the Union, if any, shall govern all relations between them and the employees covered by this Agreement and, together with the rights reserved in Article 36 shall be the sole source of all rights or claims which may be asserted pursuant to the grievance procedures or In arbitration. hereunder, or otherwise.

b.) The provisions of this Agreement may only be amended, supplemented, rescinded or otherwise altered by mutual agreement, in writing, between the Company and the Union.

c.) The Company and the Union expressly declare that this Agreement represents their full and complete agreement on hours, wages and working conditions without reservations.

ARTICLE 25 PAST PRACTICES

The Company and the Union agree that past practices, whether consistent or inconsistent are specifically waived and relinquished, unless specifically documented and included by appendix or attachment to this agreement.

ARTICLE 26 - STRIKES AND LOCKOUTS

The Union shall not engage in, authorize, sanction or condone its members taking part in, nor shall any of its members engage in or take part in any strike, picketing or work stoppages involving the Company's operations, premises or equipment during the terms of this Agreement or any extensions thereof.

As long as the Union and/or its members do not engage in or take part in any strike, picketing or work stoppage involving the Company's operations, premises or equipment,

the Company agrees that there shall be no lockout during the term of this Agreement or any extensions thereof.

ARTICLE 27- TERM OF CONTRACT

This contract shall be effective from January 1, 2017 (except as otherwise specified) to December 31, 2019, and from year-to-year thereafter, unless written notice is received from either party no less than sixty (60) days prior to the expiration date indicating a desire to change or renegotiate the contract or any part of, the contract. All terms of this Agreement shall continue in full force and effect until changed, revised, or amended by agreement of the parties as specified in this article.

ARTICLE 28- SUCCESSORS AND ASSIGNS

This Agreement and all of its terms and conditions shall inure to the benefit of and be binding upon the successors and assigns of the respective parties.