

TRANSPORT WORKERS UNION, LOCAL 100, AFL-CIO
AND
DIVVY BIKESHARE
COLLECTIVE BARGAINING AGREEMENT
EFFECTIVE FEBRUARY 10, 2016 TO FEBRUARY 28, 2020

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PREAMBLE

The Agreement is entered into effective July 1, 2015 by and between Transport Workers Union, Local 100, AFL-CIO (the "Union") and NYC Bike Share, LLC and its successors and assigns (collectively the "Employer" or the "Company").

ARTICLE 1 - UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent, for the purposes of negotiating wages, hours, benefits, and conditions of employment, for all regular full-time, part-time, and seasonal employees, and excluding employees in classifications noted in Section 1 and 7 of the Article on Definitions.

ARTICLE 2 - DEFINITIONS

Section 1. The term "Unit Employee(s)" or "Employee(s)," is defined as all regular full-time and part-time hourly employees, as well as seasonal employees employed by the Employer, including any "lead" employees but excluding Marketing personnel; all Managers; Assistant Managers; confidential employees such as Human Resources, Finance, and Accounting; as well as Sales, Community Relations, office clerical and secretarial personnel, analysts and researchers.

Section 2. A regular full-time employee is an employee who is scheduled for forty (40) hours per week. Such hours of work shall include a half-hour unpaid mid-shift meal break per day and two (2) paid fifteen (15) minute breaks, one in the first half of the shift and one in the second.

Section 3. A regular part-time employee is an employee who is regularly scheduled sixteen (16) or more hours of work per week. Shifts of six (6) hours or more shall include a half-

hour unpaid mid-shift meal break per day and two (2) paid fifteen (15) minute breaks, one in the first half of the shift and one in the second.

Section 4. Nothing in this Article, or this Agreement, guarantees a set number of hours or days of employment in any pay period or week.

Section 5. A seasonal employee is an employee hired for a fixed term of no more than nine (9) months. In no event can a seasonal employee work more than a total of 9 months in a 12-month period. However, this provision may be varied by mutual agreement of the parties. It is understood that the use of seasonal employees is not intended to displace regular part-time and full-time employees.

Section 6. Seasonal employees who have successfully completed more than two full seasons with the Employer with satisfactory performance and attendance shall be entitled to priority consideration for rehire into a seasonal position in the next season, or a regular position if available, provided that their application is filed in a timely manner. For the purposes of this article a "season" is defined as work periods that fall within the same calendar year.

Section 7. Employees not meeting the requirements of the above definitions may be classified as casual, on-call, or temporary employees.

Section 8. Eligibility for the Employer's benefit plans shall be set forth in such plans and shall not be governed by the definitions contained herein.

ARTICLE 3 - SERVICE COMMITMENT

Section 1. The parties to this contract recognize that a customer service commitment is required by managers and employees alike.

Section 2. The Employer recognizes that employees, and their input into customer service matters, are a valuable resource and must be encouraged and facilitated. To this end, the parties will seek ways to implement this facet of the commitment to service by endeavoring to schedule meetings, as needed, on this issue including the use of a Workers' Council where the parties deem appropriate.

Section 3. The Employer, the Union, the employees, and managers of the Company will strive to anticipate and meet customer needs and to deliver the highest quality customer service. Thus, employees and managers will be expected to deliver quality customer services and shall work together to address customer service issues and maximize the customer experience, without regard to the usual and customary tasks performed or applicable job descriptions, or as otherwise addressed in this Agreement.

Section 4. The parties recognize that premier customer service is essential to the success of the Company and its ability to employ persons who are paid competitive wages.

Section 5. All of the above terms and conditions outlined in this Article shall also apply in situations where the Company is endeavoring to avoid any potential liability or penalties pursuant to the provisions of the Employer's service contract.

Section 6. The Employer shall provide the Union with a current copy of any relevant portions of service contracts, amendments, modifications, or extensions to the Employer's service contract with New York City which impacts this Article.

ARTICLE 4 - NO DISCRIMINATION

Section 1. There shall be no discrimination by the Employer or the Union against any employee on account of membership in or activity on behalf of or against the Union. There shall be no discrimination against any employee in accordance with applicable federal, state and/or local law or ordinance. The terms set forth herein shall apply equally to all unit employees as set forth in this contract.

ARTICLE 5 - DIGNITY AND RESPECT

The Union and the Employer are committed to assuring that the dignity of each employee is respected and both shall treat all employees in a professional, courteous, and fair manner.

ARTICLE 6 - UNION SECURITY

Section 1. Subject to applicable law, all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement or who become members of the Union in good standing following the effective date of this Agreement shall as a condition of employment remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

Section 2. Subject to applicable law, all present employees who are not members of the Union and individuals hired after the effective date of this Agreement shall as a condition of employment, beginning on the thirtieth (30th) day following the effective date of this Agreement or the thirtieth (30th) day following employment, whichever is later, become and remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

Section 3. The failure of any employee to maintain and continue financial obligations to the Union requires the Employer, upon proper notice from the Union of such failure, to discharge the employee within seven (7) days of such notice, during such time, a delinquent employee shall have the right to cure such deficiency by tending payment of the owed amounts.

Section 4. New Employees may be hired from any source; however, any person employed in the bargaining unit shall be advised at the time of employment that the Employer is operating under this Agreement.

Section 5. Whenever new employees are hired into job classifications covered by this Agreement, the Employer agrees to:

A. Notify the Union of such employment in writing, on a monthly basis, giving the date, place and job classification of the employment, the name, email, phone number, and address of the new employee;

B. Promptly advise the employee of the terms and provisions of this Agreement and of the employee's obligations hereunder; and

C. Provide new employee(s) the opportunity to attend a half hour Union new hire orientation meeting held after the Employer's orientation of a new employee(s). The employee shall be paid his/her regular rate of pay for attending the Union new-hire orientation. Reasonable advance notice of the Employer's orientation meeting will be given to the Union.

Section 6. The Employer will supply the Union, on a monthly basis, a list of all terminated bargaining unit members and the last day worked.

Section 7. The Union shall indemnify the Employer for any and all liabilities or financial costs associated with complying with the provisions of this Article.

ARTICLE 7 - UNION CHECK-OFF

Section 1. The Employer shall deduct from each employee an amount equal to the membership dues and initiation fees uniformly required as conditions of maintaining financial obligations toward the Union pursuant to a valid written authorization from the employee.

Section 2. The deduction of dues and initiation fees from the respective employees' wages or salaries will be bi-weekly, and the Employer will remit such dues and initiation fees to the Union on or before the last day of the succeeding month.

Section 3. On the last day of each month, the Employer shall submit to the Secretary-Treasurer of the Union, in a digital format that can be manipulated, a list setting forth the total dues, deductions, dates, total initiation fees, deducted for each employee together with each employee's social security number (last four digits) and employee identification number.

Section 4. The Union shall hold the Employer harmless for any and all expenses, costs, and for liability incurred by virtue of compliance with this Article.

ARTICLE 8 - SHOP STEWARDS

Section 1. The employer recognizes the right of the Union to appoint or elect shop stewards. There shall be a maximum of one (1) Shop Steward per shift per location in the unit. The Shop Stewards shall not interfere with the management of the business. The Shop Stewards shall be designated by the Union to represent its interests in grievance matters or representational matters and shall be given time off from their regular schedule without loss of pay to participate in grievance meetings with management which shall have been scheduled at mutually agreeable times, i.e., arranged in advance. Upon request of an employee, stewards will be the designated Union representative to attend disciplinary or investigatory meetings which could reasonably lead to discipline. The Employer reserves the right to schedule grievance meetings during non-working hours. The Employer and the Stewards will treat each other with mutual respect.

Section 2. Shop Stewards will be trained, supervised or directed by the Union concerning the duties and responsibilities of a Shop Steward under this Agreement. In order to be recognized as a Steward, the Union shall notify the Employer of the names of the certified Shop Stewards.

Section 3. Shop Stewards shall not interfere with the Employer's direction of the workforce or with any aspect of service to its customers. Shop Stewards must not leave their assigned work area for Union business without prior permission from their Manager, i.e., the highest management authority present at Citi Bike on behalf of the Employer. Shop Stewards must also receive permission from the Manager, or highest management authority in any other company location they wish to enter. Such permission will not be unreasonably withheld.

Section 4. The Union may elect / appoint one (1) Chair / Chief Shop Steward within the bargaining unit who may, as necessary, be released from work duties with pay for a maximum of four (4) hours per month to conduct Union representation activities. (This four (4) hour limitation is keyed to the position of the Chair / Chief Shop Steward and not the individual(s) appointed / elected to such position.) The Union will notify the Employer in writing of the name of the designated Chair / Chief Shop Steward.

Section 5. At the request of the Union no more than one employee at a time shall be granted a leave of absence without pay and without loss of seniority to engage in Union activities.

ARTICLE 9 - UNION VISITATION AND BULLETIN BOARD

Section 1. Union representatives shall have reasonable access to the Employer's facilities for the purpose of administering this Agreement. These visits will not interfere in any way with the employees' assigned duties or interfere with the operation with the Employer. The Union representative shall contact the Employer before visiting the Employer's facilities. Where the Union has to schedule a meeting with a large group of employees, the Union will make every effort to schedule such a meeting during non-working times for all whose attendance is requested. Union representatives shall comply with all security and access rules and procedures instituted by the Employer.

Section 2. The Union may also post official announcements or other written information on a bulletin board located inside the work facilities. The Employer shall provide such bulletin board at each work facility, and at a location where employees can conveniently access. All such notices and postings shall not be derogatory, disrespectful, confidential in nature, nor illegal.

ARTICLE 10 - MANAGEMENT RIGHTS

Section 1. Management prerogatives and the exercise thereof shall be unqualified, and shall remain exclusively in the Employer and shall include, without limitation, all matters not covered by this Agreement as well as matters covered by this Agreement, to the extent that the latter are not limited or modified by the terms and conditions hereof.

Section 2. It is further agreed that the following enumeration of management rights shall be deemed to include other rights not herein enumerated but shall be deemed representative and characteristic of the customary and usual rights which are retained by the Employer the right to hire, discipline or discharge for cause, lay off, transfer, classify, assign, promote, or demote employees; to determine or change the starting and quitting time and number of hours worked

subject to the scheduling Article(s) herein; to promulgate working rules and regulations; to establish new job classifications or change existing job classifications; the right to determine the products offered or sold, the location or relocation of facilities, and the processes and means of work, the right to establish rules of conduct as well as safety regulations, establish work schedules and implement technological changes; and to carry out the customary prerogatives and functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement. It is further understood that in the exercise of any of the above rights the Employer shall not act in an arbitrary or capricious manner.

Section 3. The Employer may freely initiate and discontinue experimental and/or incentive programs for unit employees including, but not limited to, programs in the areas of attendance, safety, or recruiting, provided employees are notified in advance that it is an experimental or incentive program, and provided it does not conflict with the provisions of this Agreement. The Employer shall notify the Union of any such program at least fourteen (14) calendar days prior to its implementation, and upon request, the Employer will discuss the particulars of any such program with the Union. Incentive programs enacted under this section shall not be punitive in nature and the terms of which shall not be the basis for any disciplinary action by the Employer.

Section 4. New and Materially Changed Job Classifications. In the event the Employer establishes a new job classification, or materially changes the duties of an existing job classification, it shall notify the Union and will meet with the Union to discuss such changes. In the event of a disagreement that the Employer's proposed actions are unreasonable and arbitrary as to the rate of pay, the Union may file a grievance and proceed to arbitration.

Section 5. Work Rules.

(a) The Employer shall have the absolute right to create and implement reasonable rules and regulations, and revise the same, as it may deem necessary and proper for the conduct of its business.

(b) Upon ratification of this Agreement, any significant and material new rule, regulation or revision of an existing rule shall be sent to, and received by, the Union at least one week prior

to it being effective. For clarity, this Article does not apply to rules or regulations that were in effect prior to the ratification of this Agreement.

(c) If the Union contends that the new or revised regulation or rule violates any provision of this Agreement, or is unreasonable or arbitrary and capricious, then the Union may file a grievance with the Employer provided such grievance is filed within thirty (30) calendar days of receiving such rule or regulation or revision.

ARTICLE 11 - PROMOTIONS AND TRANSFERS

Section 1. The Employer will post vacant or new positions for at least one (1) week on a bulletin board or an agreed upon website. The Employer will also send notice of the vacant or new positions by electronic mail to all employees. Current full-time and regular part-time employees wishing to fill vacant or new positions shall make their promotional or transfer request in writing within seven (7) calendar days after the posting period has begun. In the event the vacant or new position remains unfilled after seven (7) calendar days, applications will then be considered from seasonal employees and outside applicants should the vacancy or new opening still not be filled. Successful applicants will be selected based upon such factors as seniority and past relevant experience with the Employer in a particular job classification, skill, ability, performance, and if the applicant is not a current employee, also past experience in a service environment. However, in deciding between a current employee and an outside applicant, preference will be given to the former, all other factors being equal. Further, in deciding as between in-house applicants where such factors, other than job classification seniority, are equal, then job classification seniority shall govern, followed by company seniority for applicants from outside the department in which there is a vacancy or new opening.

Section 2. In the event that an employee elects to transfer to a new or different job classification, position or department, he/she shall have a trial period of thirty (30) days or until the employee's previous position is filled, whichever period is greater. If, at any time during such trial period, the employee or the Employer should determine that the employee should not continue to work in such new or different job classification, the employee, upon written

notification from the Employer to the Union, shall be returned to his/her former, or comparable position, without a loss of classification or employment seniority. It is understood that the Employer's determination that the employee should not continue to work in such new job classification shall not be arbitrary or capricious.

ARTICLE 12 - JOB CLASSIFICATIONS

Section 1. Job classifications and job descriptions are for identification purposes only and are not to be construed to be a strict description of work or limitation upon the work assignment of any employee. The Employer has the right of assignment subject to the terms of this Agreement. Therefore, no work belongs to any particular employee. The listing of job classifications in Schedule A Wages in this Agreement shall not be construed to mean that the Employer must hire employees in all said job classifications. Furthermore, if said job classifications are filled, the Employer is not under any obligation to ensure that these are always thereafter filled.

Section 2. This Article is not intended to nullify the parties' agreement in regards to "out of title" work.

ARTICLE 13 - TECHNOLOGICAL CHANGE

Section 1. As part of the implementation of any technological change, the Employer shall provide adequate and proper training for the affected employees on installing, operating, and repairing the new and/or different technology if, in the Employer's judgment, such a training program makes sound business sense.

Section 2. The Employer shall provide the Union with thirty (30) calendar days' notice for any major technological change which will adversely affect regular unit employees.

ARTICLE 14 - THE TWU WORKERS' COUNCIL

Section 1. The Union has selected, and delegated certain responsibility to a Workers' Council, comprised of six (6) bargaining unit employees selected by the Union, which shall meet with the Employer to provide a forum for discussion and communication regarding work place practices, procedures, trainings, or conditions, health and safety concerns and issues of mutual concern. Issues pertaining to working conditions discussed by the Council may be resolved if mutually agreed upon by the members of the Council and the Employer. Such agreements shall be reduced to writing and signed by the Employer and the members of the TWU Workers' Council. Provided further that any such signed Agreement shall not be effective unless ratified by a vote of the bargaining unit employees and such ratification vote, conducted by the Union, must take place within seven (7) days from the time the document is signed by the Employer; otherwise, the requirement of such a ratification shall not be necessary for the Agreement to go into effect. The Council commits to discussing and deciding issues with an objective of promoting labor-management relations, improving work quality, and to advance practices and procedures that work in the interest of both the general public and the Employer's customer base, as well as complying with the service contracts between all levels of government and the Employer.

Section 2. Two (2) members of the Workers' Council shall be rotated every three (3) months. However, the elected Chief Shop Steward of the bargaining unit, i.e. the "Chair of the Section" shall be a non-rotating member of the Council.

Section 3. Once the collective bargaining agreement is ratified, the Employer agrees to meet with the Workers' Council on the second Wednesday of every month for the first twelve (12) months of the contract (unless this is moved to a different day with the mutual consent of the Council and its members) or, if the parties agree, there is a need for an emergency meeting or upon request of the Council members that an additional meeting is needed. After twelve (12) months, meetings shall only occur if it is mutually agreeable to both the Employer and the Union.

Section 4. Meeting between the Workers' Council and Employer shall be held at a mutually agreeable time and location. All members of the Workers' Council who are scheduled to work at the time such meetings take place shall be released from their regular work duties and paid their regular rate of pay. Those members of the Workers' Council not scheduled to work during Council meetings shall also be paid their regular rate of pay for time spent attending Council meetings by the Employer, but not for time spent traveling to and from such meetings and provided further with a maximum payment of four (4) hours of pay. Either the Council, or Employer may place items on a meeting agenda. Best efforts will be made to distribute the agenda one (1) week before the scheduled meeting.

Section 5. The establishment of a Workers' Council, and its engagement in such, does not waive or prevent the exercise of either the Union or the Employer's legal rights arising under the parties' collective bargaining agreement. In addition, the Union expressly agrees that the Council, its meetings, its decisions or any aspect of its operation shall not be the subject of an unfair labor practice charge. Nor shall any Workers' Council deliberations or settlements be the subject of any claim or grievance.

ARTICLE 15 - HEALTH AND SAFETY

Section 1. In regards to the health and safety of the workforce the Employer agrees to provide employees with adequate, clean, safe, and sanitary working conditions. The Employer shall comply with all federal, state and local laws, including OSHA standards, in providing safe and healthy working conditions.

Section 2. No employee shall be required to perform work or tasks under conditions which have an immediate and urgent unsafe or unhealthy impact on an employee's well-being. Unsafe conditions or actions shall be promptly reported verbally and memorialized in writing on a safety form to the Employer. The safety form will be provided by the Employer. It is the responsibility of both the Employer and the employees to make every effort to make repairs or to

adjust unsafe or unhealthy working conditions as soon as reasonably possible after such conditions are reported.

Section 3. All employees will be furnished with appropriate safety devices and guards, clothes and supplies, equipment and protective gear, including vision and hearing protection, where necessary, for the protection of the health and safety of each employee. Any serious concerns in this regard shall be promptly reported verbally and memorialized in writing on the safety form to the Employer.

Section 4. It is the intent of the parties that each stationary work facility, i.e. not bicycle stations or field bathrooms, have appropriate changing rooms and/or bathrooms, secure storage space for employees' personal belongings, proper cleaning supplies, running water, sinks, and adequate ventilation. The Employer will endeavor to provide break rooms, or a break area, for employees to rest and eat during breaks. Security procedures and practices shall be established at all work facilities to prevent entry of unauthorized persons.

Section 5. Employees in the field shall have access to first aid kits, and proper rain and winter gear, and other adequate protective gear. Both employees in the field, and those at the Employer's facilities, shall work with the Employer to minimize the effect of extreme weather conditions that affect the ability of the work force to complete the necessary tasks. The Employer will equip company vehicles, or the appropriate employee, with a device that can directly access emergency personnel and the use of such devices will commence no more than six (6) months after ratification of this Agreement.

Section 6. Health and safety inspections for each work facility and identified problematic bike share stations will be conducted when either the Employer or the Union deems it necessary, on a reasonable basis. These inspections will be done by a member of management and the Union, and if necessary, an employee selected by the Union, who will be compensated at his/her regular rate of pay for the time spent engaged in such inspection. These inspections will be conducted at a mutually agreeable time.

Section 7. The parties also recognize that the facilities inherited by the Employer from the previous owner are less than ideal and any refurbishment, or relocation, or renovation

of a substantial nature will require a certain expenditure of time, money, and effort. Accordingly, it is the intent of the parties that the provisions of Section 4 of this Article must be interpreted with these facts in mind and it may take up to two (2) years to remedy certain facility deficiencies. Within the first month of ratification of this Agreement, the Employer will furnish the Union with an initial report of goals and plans of any refurbishment, relocation, renovations or repairs at each work facility. Six (6) months after ratification, the Employer shall furnish regularly status reports of any refurbishment, relocation, renovations or repairs of each facility to demonstrate its endeavor to meet its obligations under Section 4.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

Section 1. The Employer may not discipline, discharge or suspend any employee without just cause (probationary employees excepted). Certain offenses are considered so serious as to constitute just cause, when proven and where appropriate, subject to the grievance process described below, whereby an employee may be discharged, and/or suspended without resort to progressive discipline. A list of such offenses constituting just cause, which is not meant to be all inclusive, includes the following:

- a. Drinking of alcoholic beverages or being under the influence of, or sale of, alcoholic beverages or illegal drugs on Employer time or premises. (Prescription drugs which are prescribed for a particular employee and management approved tasting of drinks are exempt).
- b. Physical altercations and fighting on the premises or an action or incidents that result in any form of workplace violence or the threat thereof no matter what the location of such incident or threat.
- c. Falsification of records such as medical forms, time cards, attendance records.
- d. Willful or reckless destruction, defacing, or theft of the Employer's property.

- e. No-show no call of three (3) successive days.
- f. Possession of firearm(s) or any weapon on the Employer's premises at any time.
- g. Manipulation or improper use of Company records without authorization or with an intent to defraud either the Employer or a customer.
- h. Gross negligence or recklessness resulting in an accident while on duty.
- i. Sleeping while on work time or otherwise gross neglect of an employee's job duties.
- j. Violating the Employer's racial or sexual harassment policies.
- k. Gross insubordination.
- l. Proven or admitted use of profane or abusive language directed at customers or the public.
- m. A serious violation of the Employer's "Drivers Manual," or motor vehicle policies and procedures, so long as consistent with the Agreement. (Applicable to those driving company vehicles.)
- n. Willful disregard of a known safety policy or code or engaging in conduct which creates a safety hazard.
- o. A gross and material violation of any Employer's policy pertaining to a credit card or "bank" policy or procedure.
- p. Conviction of a serious crime.

Section 2. The parties to this Agreement both subscribe to the doctrine of progressive discipline, although this concept shall not apply to the offenses set forth in Section 1 above and depending upon the seriousness of an offense it may be appropriate to skip steps in an otherwise progressive discipline situation.

Section 3. In a case where an employee is warned of misconduct but not discharged or suspended, the Employer shall make a written record of such warning and provide a copy for the employee immediately and the Union within three (3) calendar days of such warning.

Section 4. A warning notice shall be null and void twelve (12) months after the date of issuance and may not be used as a basis for or in support of any subsequent disciplinary action provided that there has not been an additional written warning notice issued within such twelve (12) month period.

Section 5. The Union shall have the right to grieve any such discharge, suspension, or warning notice. Such grievance shall be presented to the Employer in writing within thirty (30) calendar days after the discharge, suspension, or issuance of such warning notice; and if not presented within such period, the right to grieve shall be waived.

Section 6. In any meeting where an employee is disciplined or any investigatory meeting concerning or which could potentially lead to disciplinary action or discharge of any employee, the employee shall have the right to Union representation if requested by the employee and if such representative is on site. If the Union representative is not on site, the employee may request another employee of choice to be present.

Section 7. Written disciplinary notices must be issued to employees within thirty (30) calendar days from the time the Employer knew or should have reasonably known of the event or action. These time limits may be reasonably extended by mutual agreement of the parties or if the employee has an absence that interferes with the operation of this clause.

ARTICLE 17 - GRIEVANCE AND ARBITRATION

Section 1. A grievance shall be a complaint, question, or controversy by any employee or group of employees or by an authorized Union representative with respect to the interpretation or application of any provision of this Agreement or any complaint by such employee or group of employees or authorized Union representative regarding matters relating to

rates of pay, hours of work, and other conditions of employment. In circumstances wherein employee discharge or discipline has been effectuated, or there is an employee claim of harassment by the employee's direct manager or by another employee, the grievance shall immediately proceed directly to Step Two.

Informal Resolution:

Except in grievances involving the Employer's action, or alleged actions, in regard to the discharge, discipline or harassment of the potentially aggrieved employee, grievances shall first be discussed by the affected employee and the employee's immediate manager. Any informal resolution between an employee and the manager, while binding and enforceable, shall not set precedent nor be cited in a subsequent grievance brought by the Union.

Step One:

If no informal resolution is reached within seven (7) calendar days from the time of the informal resolution discussion, or in cases involving discharge, discipline or harassment of the alleged grievant, any grievance shall be presented to the immediate manager of the aggrieved employee(s) within thirty (30) calendar days from the date of the occurrence giving rise to the grievance. The employee's representative, the affected employee, and the immediate manager shall discuss and attempt to resolve the dispute at the time the grievance is presented, or at another mutually agreeable date not greater than seven (7) calendar days from the time of grievance's presentation.

Step Two: Within thirty (30) calendar days of the parties' Step One discussion, if any, pertaining to the unresolved grievance, or within thirty (30) calendar days of the date of the occurrence giving rise to the grievance, the Union may elect to proceed the grievance to Step Two. At Step Two, the Chief Shop Steward/Section Chair and/or a TWU representative, the employee and the employee's manager will meet within seven (7) calendar days to discuss and attempt to resolve the grievance. This meeting may also be attended by a representative of the Employer's Human Resources management team and/or a Department Manager, at the Employer's option.

Arbitration: Should there be no satisfactory resolution of the grievance at Steps One or Two, within thirty (30) calendar days of the Employer's final answer to the grievance, the Union may prosecute the grievance to arbitration. The Union will serve a demand for arbitration to the General Manager as well as the designated Human Resources representative.

Section 2. The agreed upon rotating panel of arbitrators consists of:

1. Haydee Rosario
2. Jay Nadelbach

Section 3. A hearing shall be conducted on the grievance as promptly as possible. The Arbitrator shall render a decision not later than thirty (30) calendar days from the date the hearing is closed and such decision will be served on the Employer and the Union in writing and will be final and binding on both parties.

Section 4. The Arbitrator shall have jurisdiction and authority to apply, interpret, and determine compliance with the terms of this Agreement, but may not add to, deviate from, detract from, or alter in any way the provisions of this Agreement. The decision of the Arbitrator shall be confined to the matters submitted to the Arbitrator, unless as otherwise agreed to by the parties.

Section 5. The expenses and fees of the Arbitrator, court, reports, transcripts, and room facilities for the arbitration, if any, shall be shared equally by the parties. The grievant employee shall be paid his/her regular rate of pay for attending the arbitration.

Section 6. All time limits specified in this Article may be extended by mutual agreement of the parties. However, the time limits outlined in this Article are of the essence and failure to advance the grievance within any of the steps herein shall result in a waiver of any such claim.

Section 7. Notwithstanding any of the provisions of this Article, the parties are free to mutually agree upon an amicable orderly process, other than or in addition to arbitration, by which they will dispose of and resolve any grievance or dispute, including, but not limited to, mediation.

Section 8. The grievance procedure described herein, except for the Informal Resolution initiating step, may be instituted only by the Union and by no other person, party, or entity.

ARTICLE 18 - STRIKES AND LOCKOUTS

Section 1. Both the Union and the Employer recognize the service nature of the Employer's business and the duty of the Employer to render continuous and hospitable service to the public.

Section 2. Therefore, the Union agrees that it will not call, engage in, participate in, or sanction any strike, sympathy strike, stoppage of work, picketing of the Employer's facilities, sit-down, sit-in, boycott, refusal to handle merchandise, or any other similar economic action which interferes with the conduct of the Employer's business.

Section 3. The Employer agrees that it shall not lockout any unit employees during this Agreement.

ARTICLE 19 - WAGES AND WAGE RATES

Section 1. The minimum hourly scale of wages for job classifications covered by this Agreement is attached as Schedule A.

Section 2. Nothing in this Agreement shall be interpreted to prevent the Employer from paying employees' wages or benefits in excess of the minimum, provided that the Employer notifies the Union and explains its proposed action prior to such implementation.

Section 3. No provision of this Agreement shall be used to reduce the wage rate of any employee presently employed by the Employer if the wage rate paid to the employee is higher than the contract minimum wage rate for his or her job classification.

Section 4. No employee shall have any monies deducted from his or her paycheck without their express authorization except in a case of Employer loss due to an employee's gross negligence, willful misconduct, or dishonesty. No such written authorization shall be necessary if an employee has resigned or been terminated; if a payroll error has occurred which has led to an overpayment; or if there is a court ordered garnishment or tax lien in place in regards to any particular employee. In the event of an overpayment, the Employer will meet with the employee to develop a reasonable repayment plan.

Section 5. The Employer shall establish regular pay days. Pay for the preceding period must be given to the employee on the designated pay days.

ARTICLE 20 - PROBATIONARY PERIOD

All newly hired employees will have a probationary period of ninety (90) days during which time the Employer will review the employee's ability and demeanor and during which time the Employer may discharge said employee with or without cause and without right of review by use of the Grievance and Arbitration procedure contained herein. The parties by mutual agreement may extend an employee's probationary period.

ARTICLE 21 - SENIORITY

Section 1. Preamble: The Employer and the Union agree that the purpose of seniority is to accord consideration to senior employees in recognition of their length of service.

Section 2. Definition: Company seniority is an employee's length of continuous service with the Employer. Classification seniority is the date an employee started work within the current classification, including the time an employee spent as a part-time employee in the classification. When two or more employees start work on the same day, then the earlier date and time of the offer of employment shall govern seniority priority. After which, an agreed upon random method shall be utilized.

Section 3. Layoff and recall:

(a) Once layoffs have been planned, the Employer will notify the Union as soon as practical, but no fewer than 14 calendar days prior to the layoff occurring, so that the Union may review the layoff order and its implementation under this Article.

(b) Assuming the factors listed below are equal, classification seniority shall govern when it is necessary to lay off employees. The Employer will measure and balance six (6) basic factors: availability, company seniority, classification seniority, an employee's work performance, training and/or work experience in different classifications, and the employees' attendance record, provided that the Employer also has the discretion to layoff any employee with an active final warning. If the work force is once again increased, employees on layoff shall be recalled in reverse order of the layoff.

(c) For the purpose of this Article, work performance" is intended to encompass such factors as: work record pertaining to an employee's disciplinary history such as the presence of an active "final written warning" or an employee's relative ranking based on objective factor/s, such as attendance, provided in this latter case that the relative disparity due to such objective factor/s is significant and material.

(d) In layoff situations, classification seniority shall be utilized as a factor as noted above, however, if the employees being considered for layoff have less than one (1) year

of time in that particular classification affected by the layoff, then company seniority shall govern.

(e) In layoff situations an employee laid off shall have the right to return to a previously held position, provided they are still qualified for such a position and such a position still exists and provided further they have held such a position within the previous two (2) years.

(f) Absent a business necessity, layoffs shall be effectuated in the following order: seasonal employees shall be laid off first, then regular part-time employees and then regular full-time employees provided that this clause does not guarantee any particular number of part-time or full-time positions and the parties recognize that in certain situations full-time employees may be offered part-time positions to avoid a layoff of such full-time employee.

(g) Employees scheduled to be laid off shall receive seven (7) calendar days written notice of layoff or shall be paid for days scheduled within such time period in lieu.

Section 4. Staffing and Scheduling: Nothing contained in this Article or the Article on scheduling set forth in this Agreement shall be construed to interfere with the Employer's right to determine the appropriate level of staffing or to establish the hours and days of operation and the number of employees to be scheduled.

Section 5. Seniority/Recall Rights/Right of Return will be forfeited when any of the following occur:

(a) Resignation or discharge.

(b) Failure to report to work immediately following a physician's release from illness or injury, or failure to report to work at the expiration of an authorized leave of absence, unless excused by the Employer.

(c) Failure to timely report to work following a recall from layoff after the notice of recall by electronic mail and phone call notice from the Employer, at the last contact information in the Employer's records. The Employer shall give the laid off employees at least seven (7) calendar days' notice to return to work, from the date of such notice.

(d) Failure to inform the Employer while on layoff, or authorized leave, of a change of contact information.

(e) Falsification of the reasons for leave of absence or when the employee is employed by another employer during a leave of absence, unless on an approved leave to work for the Union.

(f) For regular full-time and regular part-time employees, lay off for a period of twelve (12) months, or a period equal to the employee's continuous service, whichever is less.

(g) Sickness and Non-Industrial injuries: Absence due to sickness or non-industrial injury for more than twelve (12) months.

(h) Failure to report to work within fourteen (14) calendar days following a decision of an arbitrator reinstating an employee from discharge.

Section 6. Seniority Date Adjustments:

(a) Once an employee completes his/her probationary period set forth in Article 20, his/her seniority shall be retroactive to the date the employee started work with the Employer.

(b) An employee who is on an unpaid, personal leave of absence which exceeds thirty (30) days shall have their seniority date adjusted accordingly; other leaves of absence will be adjusted after exceeding four (4) months.

Section 7. Upon request, the Employer shall furnish to the Union a current seniority list.

Section 8. Recall Notifications and Return to Work:

(a) Regular employees shall be given notice of such recall by phone call and electronic mail with a copy to the Union by electronic mail. All regular employees within the recall classification will be notified simultaneously. Notified employees will be given five (5) calendar days to accept the offer to return. Of the employees who agree to return, employees will be selected for re-employment in the inverse order of layoff until all positions have been filled.

(b) The employee shall report to work within seven (7) calendar days after notification of recall or upon the date specified by the Employer which shall not be less than seven (7) calendar days absent mutual agreement. Failure to do so shall forfeit the employee's right to further employment under this Agreement. However, if the offered position is not substantially equally with respect to the terms and conditions of the employee's original position, the employee shall have the right to refuse the offered position without any forfeiture of recall rights. Further, the Employer and Union may discuss, at the Union's request, the extension of an employee's recall date if extenuating circumstances exist that prevent the employee from reporting to work within the timeframe described herein. Any such extension shall only be effective upon mutual agreement.

(c) If an employee is temporarily disabled and thus unable to return to work, he / she shall submit proof of disability to the Employer and shall not forfeit recall rights under this Article.

(d) Employees who has performance issues prior to their layoff shall not forfeit their recall rights but they may be subject to 90 day probationary period upon recall.

ARTICLE 22 - SCHEDULING OF EMPLOYEES

Section 1. The Employer shall create work schedules for all regular employees in each job classification no less than four (4) times a year. Available monthly schedules will be posted no less than thirty (30) calendar days prior to the beginning of a month that the schedule is to be effective.

Section 2. At least thirty (30) calendar days before the schedule becomes effective, the Employer shall also furnish the Union with a copy of the work schedule and a list of all employees with date of hire in the current title, and company date of hire. The work schedule shall list all available schedules comprised of a weekly number of full-time and part-time shifts in each job classification. The schedule must indicate a full-time or part-time designation, the work location, the starting time and ending time, working days, and scheduled days off. The Employer will endeavor to maximize the posting of schedules with consecutive days off for each full-time schedule.

Section 3. For the next fourteen (14) calendar days, the Employer and Union will conduct a general selection process for employees to select an appropriate full or part-time schedule. Eligible and qualified employees will select schedules by classification in seniority order. Full-time employees will select only full-time schedules and part-time employees will select only part-time schedules. A seniority list based on length of service in title for each job classification will be used in selecting schedules. Any employee who fails to select a schedule within these fourteen (14) calendar days will be assigned to any remaining open schedule by the Employer. A full-time employee shall not be assigned to a part-time schedule for failure to select a schedule.

Section 4. If the scheduling process results in a predominantly inexperienced workforce on the same day or shift or location, the Employer and the Union will meet to discuss the least disruptive way to address such a situation. Failure to mutually agree on a solution shall not prohibit the Employer from implementing a reasonable adjustment to correct such a scheduling circumstance.

Section 5. The parties recognize that changes in the actual shifts worked may occur due to PTO days, approved employee shift swaps, or unforeseen short term business needs, etc. However, the days and times offered by the Employer, and selected by the employees, in the schedule selection process herein, shall not be changed during the life of the schedule absent unusual circumstances, and then only after discussion with the Union, or a subsequent bid, and further provided that the change is temporary.

Section 6. Any schedule that becomes permanently vacant shall be selected by any qualified employee on a job classification seniority basis within seven (7) calendar days, and shall be posted for forty-eight (48) hours for informational purposes. Should an employee choose to change his/her schedule in this manner, another qualified employee shall select the newly opened schedule in similar fashion. Once a second schedule change has been implemented, the Employer may fill the last open schedule resulting from this second selection. Temporary schedule vacancies due to illness, leave of absence, PTO, or other short-term circumstances shall not be subject to this Article.

Section 7. Regular part-time employees may select a full-time seasonal position for the duration of the season, based on job classification seniority and if qualified, and return to their regular part-time status at the end of the season without loss of seniority.

ARTICLE 23 - OVERTIME

Section 1. A reasonable amount of overtime work may be required of employees based on the needs of the business.

Section 2. Where practical, unscheduled overtime will be requested on a voluntary basis, by classification, with first instance being offered to those qualified employees already at work in a particular classification by classification seniority order. Where no employee already at work accepts the unscheduled overtime work, the Employer may assign the unscheduled overtime by inverse classification seniority.

Section 3. Overtime scheduled at least 24 hours in advance is scheduled overtime and will be offered in job classification seniority order, that is the most senior qualified person will be offered the overtime first with the right of first refusal. Where no employee accepts the scheduled overtime work, the Employer may assign the scheduled overtime work by inverse classification seniority.

Section 4. Nothing in this Article shall prohibit the Employer from rotating overtime opportunities where practical, in an effort to fairly distribute overtime within the affected

classifications or to avoid excessive hours being assigned to any one particular individual(s). The Employer shall provide monthly overtime reports to the Union upon request.

Section 5. Nothing in this Article or Agreement shall operate to; or is intended to, guarantee any particular amount or scheduling of overtime work.

ARTICLE 24 - MANAGERS DOING BARGAINING UNIT WORK

Section 1. The Union and the Employer agree that supervisory personnel shall not displace the staffing and regular scheduling of regular unit employees by performing unit work except wherein a temporary circumstance has arisen that justifies such a practice or situation. Examples of such instances include, but are not limited, unforeseen occurrences, instances of training, troubleshooting, a change in operational procedures, if unit employees are not readily available, in cases of call-offs or relief situations, when a guest service issue or city mandated contract responsibility issue has arisen or presented itself that behooves the reassignment or assumption of duties or tasks in order to preserve the Employer's level of customer service and brand standards or avoid unnecessary penalties or liabilities imposed by the municipality.

Section 2. However, nothing in this Article will act to prohibit the past practice of having "working managers" to the extent there is a present practice in place at the time of ratification of this Agreement.

Section 3. The Employer expects that its operations will expand. To the extent that the Employer contends that the circumstances at a new location necessitate the use of a "working manager" and that it can demonstrate that there is not sufficient managerial work to occupy the working manager's time, then the Union and Employer will negotiate over whether a working manager is in fact needed and, if so, the amount of time the working manager will spend doing bargaining unit work and the type of bargaining unit work s/he will be performing.

ARTICLE 25 - OUT OF TITLE WORK

When an employee performs out-of-title work according to his/her job classification for one and one-half hours or more, the employee shall be paid the higher rate of pay between the out-of-title work and the employee's regular rate of pay for the length of the assignment/task. In no instance shall an employee's rate of pay be reduced as a result.

ARTICLE 26 - SUBCONTRACTING

Section 1. The Employer and the Union agree that it is desirable and proper to maintain the integrity of the existing bargaining unit. In furtherance of that agreement, the parties agree that the Employer will not subcontract current unit work unless any one of the following applies:

- a. Current unit employees are not performing the tasks in question.
- b. Current employees do not have the expertise to perform the work in question unless in the Employer's judgment instituting a training program makes sound business sense in order to mitigate the effect of this subsection.
- c. The current workforce cannot does not have the time to complete the immediate task in question within the planned or an acceptable time frame.
- d. The work involves the use of machinery or tools or materials which are not owned by the Employer, not already available or not utilized by the current unit employees, or would require an additional capital expenditure.
- e. The continued performance of the work by the unit employees is more costly and uneconomical provided that the Union is given notice and an opportunity to bargain prior to implementation.

Section 2. Absent an emergency or time pressures that impact the Employer's finances or planned time frame, in any situation involving any of the rationales outlined above, the Employer will first negotiate the application of such exception with the Union prior to implementing the same, provided further that the obligation to negotiate over such action shall not unreasonably delay such implementation on the part of the Employer, with the Union reserving the right to challenge the same.

Section 3. Nothing in this Section shall affect the Employer's current practice of outsourcing tasks and functions which are currently performed by the personnel not employed by Employer.

Section 4. The Employer's use of temporary labor agencies when business needs require, such as in order to cover shifts or days existing employees have declined, or are unavailable, or to temporarily hire employees on an emergency basis from any available source for the purpose of maintaining, or providing, necessary services is not limited or otherwise affected by this Article.

ARTICLE 27 - UNIT JOB GUARANTEES

Section 1. The Employer will not reduce the total number of regular full-time and regular part-time positions below the number in existence at the time of the ratification of this agreement.

Section 2. The parties will agree to negotiate on the subject of a guaranteed number of unit positions when future expansion of New York City Bike Share takes place in New York City.

Section 3. The provision is the only job numbers guarantee set forth in this Agreement and no other may be inferred or implied.

Section 4. This Article may be modified by mutual agreement of the parties or if the Employer can prove that the continuation of such guarantee threatens the future economic viability of the company.

Section 5. The guarantee set forth in this article shall be null and void if the Employer signatory to this contract ceases to operate or own New York City Bike Share.

ARTICLE 28 - INSURANCE AND OTHER EMPLOYER BENEFITS

Section 1. During the term of this Agreement, the Employer will offer health, dental, vision, 401(k) and life insurance plans (including Accidental Death and Dismemberment coverage). Bargaining Unit Employees are eligible to participate in any of the Employer's corporate sponsored health, dental, vision, or 401(k), in accordance with the provisions of each plan, on the same terms and conditions as other similarly situated hourly employees.

Section 2. Any changes to such plans made during the term of the Agreement must be comparable in the aggregate in terms of benefits and benefit levels offered.

Section 3. The Employer will continue to offer wellness, bicycle tune up and transit programs to full time regular employees. Any changes that effect these programs shall be discussed with the Union prior to implementation.

ARTICLE 29 - PAID TIME OFF

1. PTO eligibility is determined on a calendar year basis (i.e., from January 1st to December 31st.) and only regular employees are eligible for PTO benefits.
2. Full-time employees accrue PTO days beginning on the date that they commence employment. Employees accrue PTO days on a pro-rated basis during the calendar year. PTO generally must be taken in full day or half-day increments (except as otherwise required by law). Part-time employees will accrue PTO in a way consistent with full-time employees; however, this accrual will be on a pro-rata basis tied to their average weekly hours worked, to be calculated and updated quarterly.
3. PTO allotments for full-time employees are as follows:

PTO Allotment in Days

Years of Service as of January 1st

FT Employees

Less than 2

10 days per year

through 5

13 days per year

through 10	18 days per year
10 or more	23 days per year

4. Earned PTO cannot be used until after the ninety (90) day probationary period has been successfully completed. Annual PTO should be fully used by December 31st. No more than five (5) unused PTO days may be carried over to the following year, and these carryover days must be used by March 31st of the following year or they will be forfeited. In certain circumstances, only with the approval of the Human Resources Department, additional unused PTO days may be carried over and also must be used by the following March 31st. Unless otherwise required by law, an employee will not receive pay in lieu of unused PTO days at the end of a calendar year.
5. PTO days off must be requested at least fourteen (14) calendar days in advance, and must be approved by your Manager. PTO for individual days for emergencies must be requested 24 hours in advance, and PTO for any such individual day shall be contingent on the manager's ability to cover the shift. All PTO must be scheduled to accommodate the necessary work in each area.
6. Employees who, after completing the probationary period, (i) are terminated without cause; or (ii) resign and provide at least two (2) weeks of notice of resignation will be paid for any accrued but unused PTO. Employees who (i) terminate their employment for any reason prior to the completion of the probationary period, (ii) are terminated for just cause (as determined by the discipline and discharge article of this agreement) or (iii) resign without providing two (2) weeks of notice will not be paid for accrued but unused PTO.
7. Employees are required to record all requests for time off (i.e., PTO, sick leave, jury duty) in the company's Time and Attendance System.
8. Employees may request being able to take unearned PTO time as an advance provided the Employer has expressly approved such an advance. When leaving the company, any employee who has used more PTO time than they have accrued will be required to

reimburse the company for the extra days taken. An employee shall not have a PTO request approved, nor be allowed to take PTO time after providing notice of resignation or receiving notice of termination.

9. Employees will not accrue PTO while on any leave of absence that extends beyond 30 days.
10. All regular, full-time employees hired earlier than December 31, 2014 shall receive no less than eighteen (18) days of PTO regardless of the chart set forth in section 3 above. In addition, such employees shall also not suffer any loss of already accrued PTO days regardless of the new limits on accruals contained within this Article.

ARTICLE 30 - SICK DAYS


1. Full-time and part-time employees earn up to five (5) sick days each calendar year. During the probationary period, employees will not be paid for sick days. During the first year of employment, sick days are pro-rated and accrue at the rate of one (1) hour of sick time for every 30 hours worked, up to 40 hours. (Thus, after each full year of employment, if such paid sick leave has not been utilized during such calendar year, an employee will have five (5) sick days in their “accrual” account.)
2. Sick days may be used for an absence due to (i) an employee’s mental or physical illness, injury or health condition, or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventative medical care; (ii) an employee’s care of a “family member” who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or who needs preventative medical care; or (iii) closure of the office because of a public health emergency, or to care for a child whose school or child care provider is closed.

3. A "family member" is defined as an employee's child (biological, adopted or foster child; legal ward; child of an employee standing *in loco parentis*), grandchild, spouse, domestic partner, parent, grandparent or sibling (including half, adopted or step sibling).
4. If an employee is unable to work due his/her own illness or injury for more than seven (7) consecutive days, the employee may be entitled to short-term and/or long-term disability or workers' compensation benefits. Paid sick days are not available if the employee is receiving disability or workers' compensation payments.
5. Sick days may be taken in four (4) hour increments. Where the need to use sick days is foreseeable, the employee must request the days as early as practicable but at least 24 hours in advance; where the need is unforeseeable, the employee must provide notice at least one (1) hour prior to his/her next scheduled shift unless exigent circumstances apply. The employee is required to inform the manager each day for which work is scheduled, but the employee is absent. Daily notification will not be required in cases where the employee has notified the manager exactly how long the absence will be before, or at the beginning of, the absence period.
6. After an absence of three (3) or more consecutive days, the company reserves the right to require a note from a health care provider for the employee or family member, in which the diagnosis and prognosis for return to work are clearly and completely presented.
7. Employees may request being able to take unearned sick time as an advance, provided that the Employer has expressly approved such an advance.
8.
 - (a) Unused sick days may be carried over from year to year, however an employee shall not be allowed to utilize more than ten (10) sick paid days in any calendar year (including any carryover sick days) with the exception of the circumstance set forth in Article 33 Leaves of Absence, Family and Medical Leave, Section 7 contained herein.

- (b) In December of each year, regular full-time, and regular part-time employees shall have the option to “cash out” all accrued but unused paid sick days in excess of ten (10) accrued days at a rate of fifty percent (50%) of the value of such cashed out sick days. Accrued sick days in excess of twenty (20) days shall be paid out at a rate of 100 percent (100%) of the value of such days in January of each calendar year.
- (c) Sick leave at termination shall only be paid out pursuant to the above formula.
9. Employees may voluntarily contribute their carryover unused sick leave to another employee in extenuating circumstances and provided further that the Employer has approved such a transfer of paid sick days.
10. Part-time employees will receive paid sick days in accordance with applicable law.

ARTICLE 31 - HOLIDAYS

Section 1. All regular full-time employees will receive seven and a half (7.5) hours pay at their regular straight-time hourly rate in honor of New Year’s Day, Memorial Day, the Fourth of July, Labor Day, Martin Luther King, Jr. Day, Thanksgiving Day and Christmas Day. Holiday pay shall be prorated for regular part-time employees who are regularly scheduled for at least twenty four (24) hours of work or more per week. If scheduled to work on any of these days, an eligible full-time and part-time employee will be paid at his or her regular rate for the time worked plus holiday pay for the hours worked if the employee works the hours for which he or she is scheduled.

 Section 2. To be eligible for holiday pay, an employee ~~must work the holiday as scheduled and~~ must work the last regularly scheduled day preceding and the first ~~regularly~~ scheduled day following the holiday. Employees on layoff will not be eligible for holiday pay, with the understanding that the Employer will not use layoff to avoid the payment of holiday pay.

Section 3. Seasonal employees, on-call employees (i.e. non-regular employees) are not eligible for any holiday pay or holiday premium pay. New hires are not eligible for any such holiday pay until after they have completed their ninety (90) day probationary period.

Section 4. An employee is not eligible for holiday pay if a holiday falls during the period an employee is absent due to (a) a workers' compensation case, (b) verified illness, (c) illness or death in the family, (d) personal leave of absence, (e) illness leave of absence, or (f) pregnancy leave of absence.

Section 5. If a holiday occurs in a paid time off (PTO) period of any employee, such day shall not be charged as a PTO day and shall be paid as a holiday.

Section 6. Holidays not worked shall not count as time worked for the purposes of overtime.

ARTICLE 32 - BEREAVEMENT LEAVE

Section 1. All regular full-time and part-time employees are entitled to receive bereavement leave. A paid leave of absence for up to three (3) days shall be granted to an employee due to a death in his/her immediate family. For the purpose of this Agreement, immediate family is defined as: spouse; domestic partner (as defined by local law); biological, foster, or step-parent; mother-in-law; father-in-law; grandparents; biological or step sibling; biological or step child; grandchild, and any significant person residing in the household. "Any significant person residing in the household" shall mean any person closely related to the employee who permanently resides with the employee. Employees shall, upon request, be granted such time off without loss of pay as is necessary to make arrangements for the funeral and for attendance at the funeral, not to exceed three (3) regularly scheduled working days.

Section 2. In the event of a death which requires the employee to travel more than two hundred (200) miles, the employee shall upon request be entitled to up to five (5) regularly scheduled working days off, of which three (3) shall be paid and up to two (2) unpaid.

ARTICLE 33 - LEAVES OF ABSENCE

Family and Medical Leave

1. To be eligible for leave under the Family and Medical Leave Act (“FMLA”), an employee must have worked at the company for at least 12 months and for at least 1,250 hours in the 12-month period preceding your leave.
2. If eligible, the employee will be permitted to take up to 12 weeks of unpaid leave during a 12-month period for the following reasons, consistent with and as defined in the FMLA:
 - For the birth of your child and to care for the child within one (1) year of the birth;
 - For placement with you of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement;
 - To care for your child, spouse or parent with a serious health condition;
 - When you are unable to perform the essential functions of your job because of a “serious health condition;” as defined; or
 - For “qualifying exigencies”, as defined, arising out of the fact that your child, spouse or parent is on active duty or has been notified of an impending call or order to active duty status as a member of the National Guard or Reserves in support of a contingency operation.
3. The number of eligible weeks of FMLA Leave during a 12-month period will be measured on a “rolling forward” method consistent with federal law, e.g. FMLA Leave entitlement will be reduced by any FMLA Leave taken during the 12 months prior to the FMLA qualifying event.
4. An eligible employee may take up to 26 weeks of unpaid Military Caregiver Leave during a “single 12-month period” to care for a spouse, child, parent or next of kin who is a service member of the Armed Forces, including a member of the National Guard or Reserves, with a serious illness or injury incurred in the line of duty on active duty that

may render the service member medically unfit to perform his or her duties and for which the service member is (i) undergoing medical treatment, recuperation or therapy, (ii) in outpatient status, or (iii) on the temporary disability retired list. Military Caregiver Leave, when combined with all other FMLA Leave, may not exceed a combined total of 26 weeks in the single 12-month period.

5. Requests for FMLA Leave must be submitted to the Human Resources Department. Where the need for leave is foreseeable, such request must be made at least 30 days before the leave begins. If 30 days of notice is not practicable (e.g., a change in circumstances or medical emergency) or if the leave is not foreseeable, notice must be provided as soon as practicable under the circumstances and generally must comply with procedures for reporting absences and requesting leaves. Failing to provide notice on a timely basis, may result in the leave being postponed or denied.
6. If the employee does not designate a leave as FMLA Leave and the company determines that the leave should be so designated, the company may designate the leave as FMLA Leave upon notice to the employee.
7. An employee may use all accrued PTO as part of an unpaid FMLA Leave, and unless an employee is on short-term disability or workers' compensation leave, must use all accrued sick days if taking a leave because of the employee's own medical condition.
8. In addition, all periods of time during short-term disability or workers' compensation leave will run concurrently with the 12 weeks of FMLA Leave permitted in a 12-month period.
9. An employee requesting FMLA Leave because of a "serious health condition" will be required to provide certification regarding the leave from a health care provider (or the health care provider of the employee's child, spouse or parent). If an employee requests a Qualifying Exigency Leave, certification of the specific facts regarding the "qualifying exigency" must be provided, along with a copy of the military order indicating that the

employee's child, spouse or parent is on active duty, or called to active duty status, in support of a contingency operation; if requesting Military Caregiver Leave, adequate certification regarding the leave from the health care provider of the service member (i.e., your child, spouse, parent or next of kin) is required.

10. The company retains the right to require a second or third opinion (at its expense) and periodic recertification in appropriate circumstances. During a FMLA Leave because of the employee's own serious health condition, an employee may be required to submit a certification of fitness-for-duty from a treating health care provider before returning to work.
11. Leave may be taken intermittently or on a reduced leave schedule when medically necessary. Qualifying Exigency Leave may also be taken on an intermittent basis. While on leave intermittently or on a reduced schedule, an employee may be required to transfer to an alternative position during the leave period. Such transfer will not occur without prior notification and review with the Union. FMLA Leave to care for the employee's child after birth, or after the placement with an employee of a child for adoption or foster care, may not be taken intermittently or on a reduced leave schedule, and must be completed within 12 months of the birth or placement of the child.
12. During the FMLA Leave periods, the employee will continue to participate in group health insurance; the employee may opt to continue in the life and disability insurance. If applicable, the employee will be responsible for paying any benefits premiums that are normally deducted from his/her paycheck. Failure to pay the employee share of the health insurance premium (or any other insurance premium) may result in loss of coverage. Before the leave begins, the employee must contact the Human Resources Department to receive a payment schedule to continue existing insurance coverage.
13. If an employee fails to return from leave at the end of the leave period, the employee is required to repay any benefits premium payments that are normally deducted from his/her paycheck that are in arrears.

14. After taking FMLA Leave in accordance with this article, at the conclusion of the leave (not more than 12 weeks, except where Military Caregiver Leave has been used and in which case not more than 26 weeks), the employee will be restored to the same position held before taking leave or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment, absent intervening business conditions such as a reduction in force. The employee will not accrue seniority or other benefits, however, during any portion of the leave that extends beyond 30 days.

15. The employee is responsible for keeping the company informed of any changes relating to an FMLA request. Changes include, but are not limited to, a change in the dates required for the leave and/or the medical condition (or that of the family member for whom the leave is requested). In addition, if the employee travels and/or resides away from the usual residence during the FMLA Leave, the employee should provide the Human Resources Department with contact information (such as a telephone number) where he/she can be reached.

Military Spouse Leave

1. Employees who work an average of 20 or more hours each week may be eligible for Military Spouse Leave as follows:
 - If the employee's spouse is a member of the Armed Forces, National Guard or Reserves, and the spouse is deployed during a period of military conflict to a combat theater or combat zone of operations, the employee will be eligible for up to 10 days of unpaid leave. Such leave may only be used when the spouse is on leave from the Armed Forces, National Guard or Reserves while deployed during a period of military conflict to a combat theater or combat zone of operations. Military Spouse Leave will run concurrently with any FMLA Leave.
 - The employer reserves the right to request proof of the spouse's leave from the Armed Forces, National Guard or Reserves.

Parental Leave

1. Full-time employees may be eligible for up to eight (8) weeks of salary plus benefits as paid Parental Leave following the birth of an employee's child, or the placement of a child with an employee for adoption or foster care. To be eligible for such Parental Leave, the employee must have been employed for at least 12 consecutive months preceding the first day of the leave and must certify in writing that he/she will be the child's primary caregiver for the period of the leave.
2. Non-primary caregivers may take one (1) week of paid leave following the birth or placement of a child for adoption or foster care.
3. In some instances, an expectant mother must stop working before the birth of the child for medical reasons. When certification is provided by the mother's health care provider and short-term disability benefits are applied for and granted, any leave taken before the baby's birth is considered short-term disability leave, but not Parental Leave. Any period of pregnancy disability (or non-pregnancy disability) following the birth of the child for which short-term disability benefits are granted will also be considered short-term disability leave, and not Parental Leave. Any time taken as Parental Leave will be counted towards the 12-week unpaid leave under the FMLA. The company reserves the right to request adequate documentation relating to the birth or adoption of your child.
4. Parental Leave may not be taken intermittently or on a reduced schedule, and must be started within 12 weeks after the birth or placement of a child.

Jury Duty

1. Any employee called for jury duty, must provide his/her manager and Human Resources with a copy of the summons or notice as soon as possible in order for accommodations to be made for the absence.

2. A full-time employee who submits a proper certification from a court official indicating the time spent on jury duty will receive his or her regular pay for a period of up to two (2) weeks.
3. Absent special circumstances, no employee will be entitled to jury pay for service on a jury more than once in any two-year period.
4. All payments received will be in addition to any other compensation received from the court while on jury duty.
5. Any employee who is serving on a jury is expected to report to work for any portion of the regular workday that jury duty hours reasonably permit.
6. Part-time employees are not eligible to receive pay for time spent serving on jury duty, except to the extent that such jury service falls during a regularly scheduled shift, or as required by law.

Nursing Mothers

1. A nursing mother may use reasonable break time or mealtime each day to express breast milk for the nursing child for up to three (3) years following the birth of the child. The company will provide a place, other than a restroom, that is shielded from and free from intrusion from co-workers and the public to express breast milk in privacy.
2. Each such break will generally be no less than 20 minutes (or at least 30 minutes if the room or other location is not in close proximity to the employee's regular work area). In most circumstances, the employee will be permitted to take such breaks at least once every three (3) hours. An employee may elect to take shorter unpaid breaks for this purpose and, at her option, may instead elect to use regularly scheduled paid break or meal periods for this purpose.

3. An employee may be required to postpone scheduled break time for a maximum of thirty (30) minutes if the employee cannot be relieved from regular duties because appropriate coverage is not available.
4. The employee must provide Human Resources with advance notice of the intent to express breast milk in the workplace, preferably before returning to work following childbirth, to allow the company to establish a location and to schedule leave time.

Uniformed Services Leave

1. The company will provide Uniformed Services Leave in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act and any applicable state and local laws.
2. In addition, any full-time employee who is required to attend any training with a Reserve or National Guard Unit will receive the difference between his or her regular pay and military pay for up to two (2) weeks each year. This two-week period will not be charged as PTO time. If the training extends beyond two (2) weeks, the employee may use accrued PTO days during the leave period.

Volunteer Time Off

1. To provide an opportunity for employees to participate in volunteer activities during regular working hours, the company will offer a volunteer support program. Volunteer time in this context is defined as time off from work with pay during which an employee can respond to community needs by participating in volunteer activities.
2. This policy permits full-time employees up to two (2) days (or 16 hours) each calendar year to participate in volunteer activities, including travel time. Employees may apply for volunteer time off for all or part of a regularly schedule workday.
3. To prevent this program from interfering with work responsibilities, an employee's participation will require advance approval from Human Resources.

4. Full-time employees who have been employed by Employer for at least six (6) months are eligible for volunteer time off on the condition that their service is with an organization fitting the description below. Employees who become eligible during a given year will have their volunteer time hours prorated accordingly.
5. Volunteer time is available when volunteering for not-for-profit organizations (with 501(c)(3) tax exemption status under the Internal Revenue Code) involved in the cultural, educational or general welfare of a community.
 - a. Organizations excluded from this policy are those that discriminate in any way with regard to equal opportunity policies.
 - b. The following types of organizations or programs are not eligible for volunteer time off under this program: fraternal; social; veterans or trade unions, including TWU International and TWU Local 100; programs aimed at propagating a particular religious faith or creed; programs that are otherwise predominantly religious or restricted to followers of one religious faith or creed (unless the volunteer activity is for a nonsectarian purpose, such as a senior citizen center or homeless shelter); political activities that are not partisan in nature; activities of a social or business nature; and activities that might create conflicts of interest with the employer.
6. Employees are expected to use good judgment in requesting volunteer time off, and only request it when work demands allow. All requests for volunteer time off must be made and approved in advance. Managers, in their sole discretion, may decline requests for volunteer time off based on business needs.
7. Volunteer time off may not be carried over from year to year. An employee cannot exchange volunteer work performed after hours for volunteer time off pursuant to this policy. Furthermore, volunteer time off must not result in the employer incurring additional costs or in the inconvenience of another employee.

Voting Leave

1. Employees who are registered voters and who do not have sufficient time to vote in any election may request up to two (2) hours of paid leave for the purpose of voting.
2. An employee will be deemed to have sufficient time to vote if he or she has four (4) consecutive hours either between the opening of the polls and the beginning of his or her working hours, or between the end of the shift and the closing of the polls.

Unpaid Leaves of Absence

1. Regular full-time and regular part-time employees may take leave to donate blood off-premises, or to donate bone marrow. An employee may request up to two (2) hours of unpaid leave for this purpose, and may request a maximum of four (4) such unpaid leave for blood or bone marrow donation per calendar year.
2. Upon written notice made at least two (2) weeks in advance, except in the case of a bona fide emergency, regular full-time and regular part-time employees who have completed at least one (1) year of service with the Employer, may request a personal leave of absence for a period of up to thirty (30) days without pay and without any loss of seniority. Upon return from such leave of absence, the employee will be returned to his/her prior position, or equivalent position, with equivalent benefits and pay. However, absent compelling extenuating circumstances only two such leaves of absence shall be granted by the Employer at any one time, unless the Employer, in its sole discretion, decides to waive such a limitation.

Personal leaves of over thirty (30) days without pay may be granted for a compelling reason at the Employer's sole discretion. In such situations, if business requirements permit, the Employer will return employees to their previous position or a comparable position.

3. On an exceptional basis, other leaves of absence without pay may be granted by Employer in its sole discretion to an employee who is in good standing and has

completed at least 12 months of continuous service at the time that the leave is requested. Such leaves must be requested in advance and in writing, and require approval by the employee's manager and by Human Resources.

4. Employees will not accrue PTO while on an unpaid leave of absence that extends beyond 30 days.
5. If an employee does not return to work as scheduled following an unpaid leave of absence, the employer may terminate the employee for cause.

ARTICLE 34 - SUCCESSORSHIP AND ASSIGNS

Section 1. In the event of a sale of the assets of the Employer, or the loss of the license to operate a bike share company in the five boroughs of New York, the Employer will give the Union timely notice of such an event, provided that the Employer itself has received such notice from the requisite municipal authority, and meet and bargain about the effects of such a transition or sale, as the case may be, on bargaining unit employees.

Section 2. The notice and bargaining requirements set forth in this Article, in Section 1, above shall not apply if the event causing the sale or suspension of operations is due to a bankruptcy or foreclosure affecting the Employer or is due to any other seriously disruptive financial situation or any other event beyond the control of the Employer which materially affects the day to day operations of the Employer in whole or in part.

ARTICLE 35 - SEVERABILITY

Section 1. If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement shall not be affected. In the event any law or decision described

above affecting any provision of this Agreement is later reversed, declared invalid, or lifted, the affected provision shall again be considered a part of this Agreement.

ARTICLE 36 - FULL AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been freely discussed and negotiated, and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Most particularly, all of the wages and economic fringe benefits to be received by the employees in the bargaining unit are set forth in this Agreement, and the Union will not claim entitlement for any wages or economic fringe benefits not set forth in this Agreement. The Employer and the Union, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, whether or not such subject matter was within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. Provided further that the operation of the Workers' Council shall not be impinged or limited by this Article nor shall this apply to any situation wherein the parties mutually agree to engage in negotiations during the term of this collective bargaining agreement or have expressly agreed to do so in other Articles of this Agreement.

TERM OF AGREEMENT

It is understood and agreed that this Agreement shall be and remain in full force and effect from July 1, 2015 through February 28, 2020.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement made effective 9/10/15.

TRANSPORT WORKERS UNION,

LOCAL 100, AFL-CIO

NYC BIKE SHARE, LLC

By: John Samuelson
President


By: _____
9/10/15

**Transport Workers Union, Local 100 and Motivate Chicago Region
Memorandum of Agreement**

WHEREAS, TRANSPORT WORKERS UNION, LOCAL 100, AFL-CIO (the "Union") and MOTIVATE, d.b.a. Divvy (the "Employer") are aware of, and have copies of, a collective bargaining agreement pertaining to the New York City Bikeshare system between the Union and New York City Bikeshare ("NYC Bikeshare Collective Bargaining Agreement") covering all employees in the New York City Bikeshare bargaining unit, effective July 1, 2015, i.e. Attachment 1 and

WHEREAS, the Employer also employs employees in the Chicago, Illinois Region, which has been certified as a bargaining unit represented by Transport Workers Union, Local 100, (the "Chicago bargaining unit")

WHEREAS the Union and Employer have engaged in good faith collective bargaining over the terms and conditions of work for the Chicago bargaining unit,

NOW THEREFORE, the Union and Employer agree to enter into a collective bargaining agreement ("Chicago Agreement"), the terms of the Chicago Agreement shall be the terms and duration of the NYC Bikeshare Collective Bargaining Agreement, except as modified or supplemented in the paragraphs below, effective February 1, 2016.

1. Health and Safety.

In Article 15, Section 7 shall be deleted in its entirety and the revised Article is attached as Attachment number 1.

2. Union Checkoff.

Article 7, Section 3 shall be replaced as follows:

On the last day of each month, the Employer shall submit to the Secretary-Treasurer of the Union, in a digital format that can be manipulated, a list setting forth the total dues, deductions, dates, total initiation fees, deducted for each employee together with each employee's Social Security number

3. Article 27 pertaining to "job guarantees" shall not be included in the Chicago collective bargaining agreement.

4. The agreed upon wage increases and supplemental bonus payments, and effective dates for Chicago Divvy Bikeshare agreed upon by the parties is attached as Schedule A hereto. The parties agree to a reopening of negotiations on November 30, 2016 for the sole purpose of negotiating wages, with all other terms of the collective bargaining agreement continuing without interruption.

5. The above paragraphs, along with Schedule A, are the only provisions that differ from, or vary the terms and conditions set forth in the New York City Collective Bargaining Agreement which is applicable to Motivate Chicago Divvy Bikeshare.
6. Current DIVVY employees with prior employment service at Alta Staffing (and assigned to DIVVY) that has not been credited in calculating current seniority, will receive appropriate credit for this prior service. Management will review this information as quickly as possible.

ARTICLE 15 - HEALTH AND SAFETY
(Chicago, IL)

Section 1. In regards to the health and safety of the workforce the Employer agrees to provide employees with adequate, clean, safe, and sanitary working conditions. The Employer shall comply with all federal, state and local laws, including OSHA standards, in providing safe and healthy working conditions.

Section 2. No employee shall be required to perform work or tasks under conditions which have an immediate and urgent unsafe or unhealthy impact on an employee's well-being. Unsafe conditions or actions shall be promptly reported verbally and memorialized in writing on a safety form to the Employer. The safety form will be provided by the Employer. It is the responsibility of both the Employer and the employees to make every effort to make repairs or to adjust unsafe or unhealthy working conditions as soon as reasonably possible after such conditions are reported.

Section 3. All employees will be furnished with appropriate safety devices and guards, clothes and supplies, equipment and protective gear, including vision and hearing protection, where necessary, for the protection of the health and safety of each employee. Any serious concerns in this regard shall be promptly reported verbally and memorialized in writing on the safety form to the Employer.

Section 4. It is the intent of the parties that each stationary work facility, i.e. not bicycle stations or field bathrooms, have appropriate changing rooms and/or bathrooms, secure storage space for employees' personal belongings, proper cleaning supplies, running water, sinks, and adequate ventilation. The Employer will endeavor to provide break rooms, or a break area, for employees to rest and eat during breaks.

Security procedures and practices shall be established at all work facilities to prevent entry of unauthorized persons.

Section 5. Employees in the field shall have access to first aid kits, and proper rain and winter gear, and other adequate protective gear. Both employees in the field, and those at the Employer's facilities, shall work with the Employer to minimize the effect of extreme weather conditions that affect the ability of the work force to complete the necessary tasks. The Employer will equip company vehicles, or the appropriate employee, with a device that can directly access emergency personnel and the use of such devices will commence no more than six (6) months after ratification of this Agreement.

Section 6. Health and safety inspections for each work facility and identified problematic bike share stations will be conducted when either the Employer or the Union deems it necessary, on a reasonable basis. These inspections will be done by a member of management and the Union, and if necessary, an employee selected by the Union, who will be compensated at his/her regular rate of pay for the time spent engaged in such inspection. These inspections will be conducted at a mutually agreeable time.

SCHEDULE A

A. This schedule ("Schedule A") fully covers all wage and hour issues for Divvy employees represented by TWU Local 100, effective upon ratification

B. Wage Rate Schedule

Job Classification "minimum" wage rates and effective dates

<u>Job Classification</u>	<u>At Ratification</u>	<u>7/1/16</u>	<u>11/1/16</u>
Dispatch	15.25	15.50	15.75
Bike Mechanic	13.50	13.75	14.00
Balancer	13.50	13.75	14.00
Station Tech	13.50	13.75	14.00
Station Maintenance	13.50	13.75	14.00
Bike Checker	13.00	13.25	13.50
Member Care	13.00	13.25	13.50

C. Ratification Bonus

The Employer will pay to each regular full time and regular part-time employee who is employed on the date of ratification a one-time lump sum bonus according to the following schedule, payable within 45 days of said ratification:

- each regular full-time employee who receives a salary increase of less than twenty-five cents (\$.25) to move onto to the wage schedule in section B of this schedule shall receive a one-time lump sum bonus of \$400
- each regular full-time employee who receives a salary increase twenty-five cents (\$.25) or more to move onto to the wage schedule in section B of this schedule shall receive a one-time lump sum bonus of \$300
- each regular part-time employee who receives a salary increase of less than twenty-five cents (\$.25) to move onto to the wage schedule in section B of this schedule shall receive a one-time lump sum bonus of \$250
- each regular part-time employee who receives a salary increase twenty-five cents (\$.25) or more to move onto to the wage schedule in section B of this schedule shall receive a one-time lump sum bonus of \$150

D. Other wage agreements:

- A. New Hire rates for regular employees: for the first year of employment as a regular employee, the applicable hourly wage for such new hire shall be fifty cents (\$.50) per hour less than the applicable hourly rate for the job classification in which they are employed.
- B. Above Scale Employees: employees being paid more per hour than the wage rates listed for the classifications in the wage scale set forth in this Schedule shall only receive a wage increase when and if the contractual wage rate exceeds the above scale hourly rate.
- C. Where the Employer has designated a "lead" position in a certain area or department, such designated lead employee shall receive a premium of at least fifty cents (\$.50) above the wage rate schedule for employees in the classification for which they lead.