

## **PREAMBLE**

The Agreement is entered into effective DATE by and between Transport Workers Union, Local 320 AFL-CIO (the “Union”) and \_\_\_\_\_, (“Employer” or the “Company”).

## **ARTICLE 1 – UNION RECOGNITION**

Section 1. 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 full-time and regular part-time Bike Mechanics employed by the Employer in Portland, Oregon; excluding all office, clerical employees, managers, guards and supervisors as defined in the Act.

### Section 2. Definitions.

- (a) A regular full time Employee is defined as an Employee who is regularly scheduled for at least forty (40) hours per week who has completed the defined probationary period and is not a seasonal Employee.
- (b) A regular part time Employee is defined as an Employee who is regularly scheduled for sixteen (16) or more hours of work per week who has completed the probationary period and is not a seasonal Employee.
- (c) A seasonal Employee is an Employee hired for a fixed term of no more than nine (9) months. A seasonal Employee may not work more than a total of nine (9) months in a twelve (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 full time or part time employees.

## **ARTICLE 2 - 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 and employees shall treat the management of Employer and Employer’s clients with dignity and respect.

## **ARTICLE 3 - HEALTH AND SAFETY**

Section 1. The Employer shall endeavor in good faith to comply with all federal, state and local laws, including OSHA standards, in providing safe and healthy working conditions within leased premises.

Section 2. Employees engaged in asset recovery shall not be expected to enter private property to recover Company assets believed to be stolen or misappropriated. In order to maintain the health and safety of employees engaged in asset recovery, all employees shall comply with Company's Asset Recovery policies. Any change in Company Asset Recovery policies concerning asset recovery shall be reduced to writing and provided to the Union at least fourteen days before implementation (except where the Parties mutually agree otherwise).

Section 3. The Company will establish guidelines concerning use of safety equipment, devices, clothes, supplies, and other protective gear ("Safety Equipment"). The Company will provide Safety Equipment to its employees in accordance with the Company's guidelines.

Section 4. It is the intent of the parties that employees working at each stationary work facility, (i.e. not bicycle stations or field bathrooms), shall be afforded reasonable access to 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.

Section 5. The Company will establish and provide written Asset Recovery policies and Safety Equipment policies to the Union and all bargaining unit employees and provide notice of any material changes thereafter.

## **ARTICLE 4 - DISCIPLINE AND DISCHARGE**

Section 1. The Employer may not discipline, discharge or suspend any bargaining unit employee without cause, which shall include both discharge for performance reasons or discharge for misconduct reasons (or any combination of both). Certain offenses are considered so serious as to constitute just cause, 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) Consuming, being under the influence of, or the sale of, alcoholic beverages, cannabis, or illegal drugs on Employer time or premises, (prescription drugs which are prescribed for a particular Employee and management approved tasting of drink are exempt) or other violations of the Employer's substance abuse policy
- (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, or attendance records. Manipulation or improper use of Company records without authorization or with an intent to defraud either the Employer or a customer.
- (d) No Call No Show of three (3) successive days.

- (e) Possession of firearm(s) or any weapon on the Employer's premises at any time, while on Company time at any location, or while wearing a Company-issued uniform.
- (f) Willful or reckless destruction, defacing, or theft of the Employer's property.
- (g) Gross negligence or recklessness resulting in an accident while on duty.
- (h) Sleeping while on work time.
- (i) Violating the Employer's racial or sexual harassment policies.
- (j) Insubordination, which means the willful or intentional refusal to obey a legitimate directive, instruction, or order from a supervisor or manager without just cause for such refusal.
- (k) Proven or admitted use of excessive profanity or abusive language directed at others or in the presence of customers, subcontractors, clients or the public while wearing a Company-issued uniform or using a Company issued vehicle or phone.
- (l) Public disparagement of the Company's product or services.
- (m) Willful disregard of a known safety policy or code or engaging in conduct which creates a safety hazard.
- (n) Harassment, bullying, or acts contributing to sexual harassment or discrimination.

Section 2. In exercising its authority and right to discipline and discharge employees, the Employer agrees that it shall subscribe to the doctrine of progressive discipline. However, nothing in this Section prohibits the Employer from immediately discharging an employee, regardless of disciplinary history, when the Employer determines that such discharge is appropriate, as set forth in Section 1.

Section 3. The Union shall have the right to grieve any such discharge, suspension, or warning notice; however, the Union shall not grieve any verbal warnings (including verbal warnings memorialized in writing). Warning notices may only heard at step one. Should resolution not be achieved at step one warning letter grievances shall be understood to be in abeyance. Warning letters expire after one (1) year. 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. If an employee is disciplined for engaging in serious misconduct (including but not limited to violations of the employer's anti-sexual harassment or anti-racial discrimination policies) the record of such discipline shall remain in the employee's personnel file. Such disciplines will not be used to advance an employee on the progressive discipline scale after two (2) years unless the employee is again disciplined for engaging in similar serious misconduct.

Section 4. In any meeting where an employee is disciplined, suspended, or discharged, or any investigatory meeting concerning or which could potentially lead to disciplinary action, suspension, or discharge of any employee, the employee shall have the right to Union

representation if requested by the employee. The employee's request for Union representation shall not unreasonably delay the meeting for more than three (3) hours.

Section 5. Written disciplinary notices for non-serious misconduct must be issued to employees within forty-five (45) calendar days from the time the Employer knew or should have reasonably known of the event or action. In the event the employee is not present to receive the discipline notice, a copy will be electronically provided. In the event such Written Notice is not provided within forty-five (45) days, the Employer is prohibited from referencing the conduct in any subsequent Notice.

Section 6. New employees and those hired after a break of 3 months in continuous service are regarded as probationary employees for the first 90 working days or twenty (20) calendar weeks of employment ("**Probationary Period**") (whichever is sooner). During the Probationary Period, Employer has discretion to lay off or discharge probationary employees at will, and the Union and probationary employees will have no recourse to challenge the layoff or discharges under the grievance and arbitration procedure in this Agreement. Employer may extend the Probationary Period for employees one by 30 calendar days with notice to the Union. Probationary employees are not entitled to participate in any benefits provided by the Employer.

## **ARTICLE 5 - GRIEVANCE AND ARBITRATION**

Section 1. Grievance. 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. 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. The termination of seasonal or part-time employees or reduction in work hours due to seasonality are not grievable occurrences unless the termination or reduction is made inconsistent with the provisions of this Agreement.

(a) Step One: Grievances shall be presented in writing to the General Manager of the aggrieved employee(s) within fourteen (14) calendar days from the date of the occurrence giving rise to the grievance. The employee's representative, the affected employee, and a representative of management shall discuss and attempt to resolve the dispute at the time the grievance is presented, or at another mutually agreeable date not greater than fourteen (14) calendar days from the time of grievance's presentation. To the extent that this informal process results in a resolution of the grievance, a signed acknowledgement of the same will be made by the parties and the matter that was the subject of the grievance will be considered settled and closed.

(b) Step Two: Within fourteen (14) calendar days of the parties' Step One discussion, if any, pertaining to the unresolved grievance, the Union may elect to proceed the grievance to Step Two. At Step Two, an appropriate representative from the union, the

employee and an appropriate management representative will meet within seven (7) calendar days to discuss and attempt to resolve the grievance.

Section 2. Arbitration.

(a) If the parties are unable to reach a settlement of the grievance using the procedure outlined above, the Union may submit the grievance to arbitration by serving notice to the other party by regular mail or email within thirty (30) calendar days after the denial of the grievance, following Step Two of the Grievance Procedure, of its intent to proceed to arbitration. Only grievances which have been filed in writing and have proceeded through the Grievance Procedure in the manner and within the time limit set forth in Article 5 shall be subject to arbitration.

(b) The filing of intention to proceed to arbitration shall include application to the Federal Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall confer upon receipt of the arbitration list for the purposes of striking names from the list. The parties shall strike names from the list alternately and the moving party shall strike first. The arbitrator remaining after each party has two (2) strikes shall be named the arbitrator for the grievance.

(c) The arbitrator shall have the jurisdiction and authority to apply, interpret and determine compliance with the terms of this Agreement, but not have any authority to add to, subtract from, amend, modify, ignore or nullify any of the terms of this Agreement. The arbitrator shall determine whether a hearing is necessary, and if so, to conduct the hearing, determining whether the presentation of witnesses is necessary, and if so, examining the witnesses of each party, considering the evidence and briefs submitted by each party, if any. Testimony of witnesses shall be under oath.

(d) The cost of arbitration, including the cost of the court reporter and transcript where requested by the arbitrator, shall be borne equally by the parties, except that each party shall pay the full cost of its own witnesses, counsel, and investigation.

(e) 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.

(f) Whenever a deadline in this Article falls on a Saturday, Sunday, or federal holiday, the deadline shall be automatically extended to the next week day that is not a federal holiday.

(g) The decision of the arbitrator shall become final and binding on the parties to this Agreement when delivered to them in writing.

(h) 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.

(i) 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.

(j) The grievance procedure described herein, may be instituted only by the Union and by no other person, party, or entity.

## **ARTICLE 6 - LAYOFFS**

### **Section 1.**

(a) Once layoffs have been planned, the Employer will notify the Union as soon as practical, but no fewer than fourteen (14) calendar days prior to the layoff occurring, except in the case of emergency, 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 he/she/they are still qualified for such a position and

such a position still exists and provided further he/she/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: non-Unit Employees (such as on-call or temporary Employees) shall be laid off first, then seasonal Employees, then regular part time Employees and then regular full time Employees, provided that this clause does not guarantee any particular number of regular part time or regular full time positions. The parties recognize that in certain situations Employees may be offered a position with reduced hours to avoid a layoff of such Employee, until the Employer is able to conduct a new schedule pick compliant with this Agreement.

(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, except that probationary Employees shall have no such notice requirement.

Section 2. Employees on layoff will be recalled on a “last out, first in” basis.

Section 3. Once layoffs have been planned, the employer will notify the Union as soon as practical, but no fewer than 14 (fourteen) calendar days prior to the layoff occurring so that the union may review the layoff order and its implementation under this Article.

Section 4. Employees laid off from the bargaining unit shall be offered an opportunity to apply for any open non-bargaining unit positions.

## **ARTICLE 7 – SENIORITY**

Section 1. Seniority will be defined as an employee's date of hire by the employer's Portland-area operation, provided that the employee satisfactorily completes all required training.

Section 2. Seniority will be adjusted for leaves of absence greater than 90 (ninety) days or periods in which the employee has received discipline. The adjustment will be equivalent to the amount of time spent on leave.

Section 3. Loss of Seniority. An employee shall be terminated and lose seniority if:

- (a) The employee quits;
- (b) The employee is discharged;
- (c) The employee is absent for 3 (three) consecutive work days without notification or satisfactory reason;
- (d) The employee fails to return to work from layoff within 3 (three) consecutive work days or seven (7) calendar days (whichever is longer) after the Employee has received the notification to return. The Employer shall notify the employee of the return to return by certified mail with

- return receipt sent to the last address furnished to the Employer by the employee without notification or satisfactory reason;
- (e) The employee fails to return to work at the expiration of an approved leave of absence;
  - (f) The employee is laid off for one hundred and eighty calendar days (180);  
or
  - (g) The employee retires.

## **ARTICLE 8 - UNION SECURITY**

Section 1. 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 and, within 30 (thirty) calendar days of the first day of work provide an electronic copy of this Agreement.

Section 2. Once a quarter, or upon other reasonable written requests from the Union, the Employer agrees to provide a list of bargaining unit employees including hire date, seniority date, job classification of the employment, the name, email, phone number, and address of the new employee. Such quarterly list shall also include a list of all terminated bargaining unit members and the last day worked.

Section 3. The Employer will provide new Employee(s) the opportunity to attend a half hour Union new hire orientation meeting at the beginning or end of the Employee's regular shift. Said Union new hire orientation will be scheduled to occur immediately after the Employer's new hire orientation wherever practicable. Employee attendance at such meeting shall be voluntary, on the Employee(s) own time, and without compensation from the Company.

Section 4. The Union will indemnify and hold the Company harmless against any and all claims, grievances, demands, awards, attachments, judgments, suits, or other forms of liability, including arbitrator fees, court costs, or attorney's fees, brought or issued against the Company or its affiliates because of any action taken or not taken by the Company under this Article 8.

Section 5. Upon receipt of written requests from an Employee(s), the Company shall deduct from union dues or an agency fee from the wages of all employees who have completed the proper dues authorization cards in a form defined by the Union and remit such monies directly to the Union. The deductions shall continue as long as the authorization is effective or until revoked by the Employee and such revocation is communicated to the Employer. Nothing prohibits the Union from collecting the written dues deduction requests from Employees and providing them on the Employee(s)'s behalf to the Employer.



Section 6. Employer will permit Union representative to visit its facilities during regular business hours upon reasonable notification by the Union representative for a reasonable period of time. While present, the Union representative shall abide by all Employer policies and shall not engage in any conduct that is disruptive or distracting to employees on duty. The Union representative shall not bring any guests.

Section 7. Employer will provide the Union with a bulletin board or other space to post notices and information to employees. Such bulletin board or other space will be in a location frequented by employees and visible to all employees.

Section 8. The Union shall not utilize the logo of the Company in any of its written material.

## **ARTICLE 9 - WAGES**

Section 1. The current base wage is \$20.25 per hour. Employees shall receive a \$0.50 per hour raise effective October 1, 2023.

Section 2. New hires covered by this agreement receive a starting wage equal to the base rate in effect when they are hired. Effective as of June 1, 2023 the new hire starting wage rate shall increase by an amount commensurate with the 12 month look-back CPI then published by BLS. Effective as of June 1, 2024 the new hire starting wage rate shall increase to the 12 month look-back CPI then published by BLS.

Section 3. Employer will continue its practice of paying employees bi-weekly and identifying the employee's total wages, hours, rates, and wages, the amount and basis for any tax withholding or deduction from wages, and the employee's net wages.

Section 4. Employees will have their pay deposited in their designated account on payday and their pay statements will be made available through Employer's third-party payroll provider's internet portal.

Section 5. Should the Fair Labor Standards Act of 1938 be amended or state or local laws applicable to Employer and the bargaining unit employees covered by the Agreement be amended or enacted during the term of the Agreement to provide for a minimum wage above any of the wage rates specified in the Agreement, the subminimal wage rates shall automatically be raised to the statutory minimum wage.

Section 6. The wage rates specified in this Section are minimum wages. Employer has no obligation to pay any employee more than the specified wages for the job classification. If any employee, because of meritorious service or for any other lawful nondiscriminatory reason determined in the sole discretion of the Employer, receives a higher wage than is listed herein, it shall not be considered as a violation of this Agreement or as establishing a minimum for that particular job classification, nor shall that higher wage be applicable to anyone except the

specific employee receiving the higher wage.

Section 7. Employer shall have the right and sole discretion to establish any bonus plan during the course of the Agreement without limitation for any lawful nondiscriminatory purpose, including improving productivity and morale. Employer has the right to determine the effectiveness thereof and change, or discontinue, any bonus plan at Employer's will. Any bonus payments made shall not be considered as raises or constitute any part of the compensation arising under the Agreement. Employer's decisions with respect to the plan are not subject to the grievance and arbitration provisions of the Agreement nor to challenge through strikes, picketing or other interference with Employer's business operations.

## **ARTICLE 10 – SCHEDULING OF EMPLOYEES**

The Employer shall endeavor to create work schedules for all employees in each job classifications and post such schedule no less than fourteen (14) calendar days prior to the first work date on the schedule. The Employer has the right to make substitutions or adjustments to such schedule thereafter due to employee absence, illness, or other business reasons. The Employer's right to make substitutions or adjustments to the schedule shall not be exercised in an arbitrary manner. Recognizing the seasonality of the Company's operations, Employees are not guaranteed a minimum number of hours worked. The Company will endeavor to schedule full-time employees with a minimum of 32 hours, and the Parties will reconvene at the end of the first calendar year to discuss scheduling and negotiate in good faith over the impact (if any) of the Company's scheduling decisions on employees.

## **ARTICLE 11 – INSURANCE AND OTHER EMPLOYER BENEFITS**

Section 1. The Employer may provide benefit programs to its employees in accordance with its policies (including in the Employer's discretion programs such as health insurance, dental insurance, vision insurance, life insurance, or a 401(k) plan).

Section 2. Employee participation in these benefit programs will be based on eligibility requirements determined by the Employer.

Section 3. All full time and part time employees will be eligible to participate in the benefits programs offered by the Employer. Employees who are eligible to participate in the benefits programs shall remain eligible during the term of this Agreement. During the term of this Agreement, the Employer agrees to provide eligible bargaining unit employees with health insurance coverage options that are available to other employees of the Company in Oregon. The Employer may add additional insurance plans and/or make modifications to plan design so long as at least one plan offering provides bargaining unit employees with either the same level of cost-sharing or at the approximately the same monthly premium as is in effect for bargaining unit employees on the date of ratification. If the Employer is unable to provide insurance coverage with the same level of cost-sharing or at approximately the same monthly premium cost to employees as is in effect at the date of ratification, the Employer will provide advance notice to the Union and an opportunity to bargain.

Section 4. The Employer will notify the Union of any changes to such benefit programs and provide the Union with an opportunity to negotiate over the impact of such changes on bargaining unit employees.

Section 5. All employees covered by this Agreement shall be entitled to paid time off or vacation benefits as follows:

PTO Allotment in Hours (Days, assuming a 7.5 hour daily schedule)



## **ARTICLE 13 - MANAGEMENT RIGHTS**

Management of operations and workforce covered by this Agreement is vested exclusively in the Employer except as expressly limited by specific provisions of this Agreement. The Employer shall continue to have all sole and exclusive rights customarily reserved to an employer, including, but not limited to the rights to: hire, evaluate, promote, demote, suspend, discipline, transfer, lay off, recall, or discharge; relieve employees from duty because of lack of work, lack of funds or other proper reasons; establish rules pertaining to the operation of the facility and permissible conduct of employees; schedule operations, shifts, and all hours of work; assign, direct, designate and schedule duties including overtime work; determine appropriate staffing levels including deciding whether to fill vacant positions; select tools, equipment and materials to be used; control all employer property; install or remove equipment or make technological improvement; select supervisory personnel and control their conditions of employment; and plan, control, direct, form, discontinue, consolidate or reorganize any department. Employer shall have the sole right to decide all work methods, techniques or processes as well as the method of selling, distributing and providing all products and services. Employer also retains the right to control all matters typically reserved for management, including negotiation of contracts, maintenance and creation of relationships, partnerships, sponsorships, naming rights, products and services offered, mergers, acquisitions, and sale of business.

The above-mentioned management rights are not all-inclusive, but merely indicate the types of rights that are reserved to management. It is understood that any of the rights, power, or authority the Employer had prior to the signing of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer, except those specifically and expressly limited or modified by this Agreement.

## **ARTICLE 14 – 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 Unit 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 does not have the time to complete the immediate task in question within a reasonable or required 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; or

(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 a time constraint that impacts the Employer's finances or required 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 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 15 - NEW TECHNOLOGY**

Section 1. The Employer may install or remove equipment or make technological improvements, including introducing new technology or automating part or parts of its business operations or otherwise introducing labor-saving devices or machinery, regardless of whether or not such action causes creation of new job classifications or job titles, increases or reduces the number of employees, a transfer of employees, or the elimination of bargaining unit titles or jobs, or requires the assignment of additional or different duties.

Section 2. The Employer shall provide the Union with notice of any major technological change which will adversely affect Unit Employees, as soon as practicable, and afford the Union an opportunity to negotiate concerning the impact of the Employer's decision to implement any such major technological change on Unit Employees.

Section 3. The Employer will provide training for all affected employees on the use of any new technology which affects the performance of bargaining unit work.

## **ARTICLE 16 - WAIVER OF BARGAINING**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all lawful subjects or matters of collective bargaining and that the Agreement sets out the parties' complete agreement on all subjects on which the parties bargained or could have bargained. The Employer shall not be required to bargain about any other subject or matter during the term of the

Agreement. All subjects or matters not included in the Agreement shall be deemed to have been raised and waived by the Union. All subjects or matters referred to in the Management Rights clause also shall be deemed raised and bargained to conclusion.

### **ARTICLE 17 - NO STRIKE/NO LOCKOUT**

During the term of this Agreement, neither the Union nor any employee shall cause, call, or engage in any strike, curtailment of work, picketing, or other interference with the Employer's operations. Any employee who participates in a violation of this clause shall, at the Employer's sole discretion, be subject to discharge and forfeiture of all rights to seniority under this Agreement.

The Employer agrees that it shall not lockout any employees covered by this Agreement during the term of the Agreement.

### **ARTICLE 18 - SAVINGS CLAUSE**

If any provision of this Agreement is held invalid by a court, administrative agency, or other adjudicatory body of competent jurisdiction or is rendered invalid by operation of federal or state statute, local ordinance, or other applicable government regulation or rule, such provision shall continue in effect only to the extent permitted by law, and the remainder of this Agreement, including its prohibition on strikes and lockouts, shall continue in full force and effect. After receipt of written notice of either party, the parties shall promptly engage in collective bargaining without resorting to self-help such as strikes or lockouts for the limited purpose of negotiating a replacement for the invalid provision.

### **ARTICLE 19 - FORCE MAJEURE**

If it becomes impossible to continue to perform the obligations under this Agreement by reason of any acts of God, acts of war, governmental restrictions, Force Majeure, third-party strikes or labor disputes, public health emergencies, or other matters beyond the control of the Employer, the Employer shall have the right to temporarily suspend the Agreement, provided that, the Employer gives notice to the Union as soon as practicable, affords the Union the opportunity to negotiate in good faith concerning the impact of the Employer's decision on affected employees. The Employer shall not exercise its rights under this article in bad faith.

### **ARTICLE 20 - SERVICE COMMITMENT**

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

Section 2. The Employer recognizes that Employees, and Employee 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 obligations to its clients and customers.

**ARTICLE 21 – TERM OF AGREEMENT**

It is understood and agreed that this Agreement shall be and remain in full force and effect from May 1 2023 to June 30, 2025.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement made effective July     , 2021.

**TRANSPORT WORKERS UNION,  
LOCAL 320, AFL-CIO**

**SHIFT TRANSIT, L.L.C**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_