TRANSPORT WORKERS UNION, AFL-CIO
AND
BICYCLE TRANSIT SYSTEMS, INC.
COLLECTIVE BARGAINING AGREEMENT
EFFECTIVE _____ TO DECEMBER 31, 2025

TABLE OF CONTENTS

ARTICLE 1 - PARTIES TO THE COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement ("Agreement"), effective as of _____, is entered into by and between Bicycle Transit Systems, Inc. (and any agents of Bicycle Transit Systems, Inc. who act as employers or co-employers of any of the job classifications in the collective bargaining unit identified in the Union Recognition article of this Agreement, which are presently comprised of Bike Hub and Accel Employment Services, Inc.) (the "Employer" or "Company"), and the Transport Workers Union of America, AFL-CIO (the "Union") (collectively referred to herein as the "Parties"), and shall be applicable exclusively to the collective bargaining unit identified in the Union Recognition article of this Agreement.

ARTICLE 2 - UNION RECOGNITION

The Union was certified on or about July 30, 2021 by the National Labor Relations Board in Case Number 31-RC-278340 as the collective bargaining representative for the bargaining unit covered by this Agreement. The bargaining unit is comprised of all employees employed in the following job classifications at the Employer's facilities in Los Angeles, California that the Employer operates pursuant to its contract with Metro, which are currently located at 1349 Channing Street and 8934 Ellis Avenue in Los Angeles, California: bicycle mechanics, field technicians, station technicians, dispatch supervisors, asset recovery coordinators, cleaning specialists, technical operations coordinators, technical operations coordinators-implementation, fleet and facility coordinators, and any/all other similar job classifications or newly created job classifications performing similar job duties, and excluding all of the following employees: inventory coordinators, customer service coordinators, brand ambassadors, and all managers, professional employees, guards and supervisors as defined by the National Labor Relations Act. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees in the above-listed bargaining unit that are covered by this Agreement for the purpose of collective bargaining on their behalf with to respect wages, benefits, and other mandatorily negotiable terms and conditions of employment for the duration of this Agreement.

ARTICLE 3 - NO DISCRIMINATION

There shall be no discrimination by the Employer or the Union of any kind against any employee pertaining to hiring, promotions, discharge, pay, benefits, Union membership, or any other aspects of employment because of race, religious creed, religious observance, color, age, sex, sexual orientation, gender identity, gender expression, national origin, ancestry, marital status, medical conditions as defined by applicable state or federal law, disability, genetic information or predisposition, military service, military and veteran status, pregnancy, child birth and related medical conditions, or any other characteristic or classification protected by federal, state, and/or local laws and/or ordinances.

ARTICLE 4 - DIVERSITY, EQUITY, INCLUSION & JUSTICE (DEIJ)

The Employer and the Union have a joint interest in achieving diversity, equity, inclusion and justice (DEIJ) in the workplace so that all employees are treated with dignity and respect and are provided the opportunity to achieve their full potential. The Parties acknowledge the collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that employees invest in their work represents a significant part of not only the Employer's culture, but its reputation and achievement.

The Parties commit to developing a work environment built on the premise of DEIJ that encourages and requires:

- Respectful communication and cooperation between all employees and between the Employer and the Union.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Employer, employee, and Union contributions to the communities we serve to promote a greater understanding and respect for diversity, equity, inclusion and justice.

All employees have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other Employer-sponsored and participative events. Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action. Employees who believe they have been subjected to any kind of discrimination should immediately report same to a supervisor or an HR representative.

ARTICLE 5 - UNION SECURITY

Section 1. Subject to applicable law, it shall be a condition of continued employment for all employees in good standing that beginning on the latter of the effective date of this Agreement or the thirtieth (30th) day after the commencement of their employment, employees shall become and remain members of the Union in good standing insofar as the payment of periodic Union dues and initiation fees, uniformly required, is concerned.

Section 2. 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 fourteen (14) 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. Should a terminated employee pay or cure the employee's delinquent, deficient, or owed dues or financial obligations to the Union subsequent to the employee's termination by the Employer, the Employer is not required to rehire the terminated employee.

Section 3. 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. The posting for any position in the bargaining unit shall state the position will be covered by this Agreement.

Section 4. 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, to the extent the Employer has such information for the newly hired employee;

B. Promptly provide the newly hired employee with a copy of this Agreement; and

C. Provide new employee(s) the opportunity to attend a thirty (30) minute Union new hire orientation meeting held no later than fourteen (14) days after the Employer's orientation. The employee shall be paid his/her/their regular rate of pay for attending the Union new-hire orientation. The Employer will coordinate with the Union to schedule the Union new hire orientation meeting, and will permit a Union representative to conduct the Union orientation.

Section 5. The Employer will supply the Union, on a monthly basis, a list of all terminated bargaining unit members and the last day worked.

Section 6. The Union agrees to indemnify and hold the Employer harmless against any and all claims, charges, complaints, suits, actions, litigations, appeals or other proceedings in any form or forum arising out of or relating to the Employer's compliance with this Article.

ARTICLE 6 - 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 Union members maintaining financial obligations toward the Union pursuant to a valid, lawful, and signed written authorization from the employee. The Employer will not make any deductions from an employee's compensation unless and until the Employer has received from the employee a valid, lawful, signed and dated written authorization form for such deductions. The Union will advise the Employer of the amounts to be deducted for each employee for Union dues and initiation fees. An electronically signed document shall constitute valid, lawful, and signed written authorization for purposes of this Section.

Section 2. The deduction of dues and/or initiation fees from the respective employees' wages will be deducted on each regular pay period, and the Employer will remit such dues and/or initiation fees to the Union on or before the last day of the succeeding month. The Union will provide all necessary account information to the Employer for the transmission of Union dues and/or initiation fees. The Employer shall provide the Union with a yearly schedule of pay periods on or before January 15 of each calendar year.

Section 3. On the last day of each month, the Employer shall submit to the Secretary-Treasurer of the Union via email, in an Excel spreadsheet, a list setting forth the base wage rate, 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. Nothing in this Article is intended, nor shall be construed, to require the Employer to violate any applicable laws, rules, regulations, etc. The Union agrees to indemnify and hold the Employer harmless against any claims arising out of or related to this Article or the Employer's compliance therewith.

ARTICLE 7 - SHOP STEWARDS

Section 1. The Employer recognizes the right of the Union to appoint or elect Shop Stewards. Shop Stewards play a vital role in maintaining strong labor relations between the Parties as they serve as a liaison between the Union and the Employer in the workplace. There shall be no more than two (2) Shop Stewards per warehouse in the unit, one of whom shall be the Chief Shop Steward for the bargaining unit. The Shop Stewards shall not interfere with the Employer's operations or management of its business, the Employer's client's or customer's operations or the management of their business, or bargaining unit employees' job duties, work assignments or the performance of their work. The Shop Stewards shall be designated by the Union to represent its interests in grievance matters and shall be given time off from the regular schedule without loss of pay to participate in grievance meetings with the Employer which shall have been scheduled at mutually agreeable times, i.e., arranged in advance. However, Shop Stewards shall be expected to perform required job duties and complete assigned tasks, and their performance of Shop Steward-related activities shall not free them from their work-related obligations and responsibilities. Upon request of an employee, one of the Shop Stewards will be the designated Union representative to attend disciplinary or investigatory meetings which could reasonably lead to discipline, for which they will be given time off from the regular schedule without loss of pay. Each Shop Steward will be provided time as needed to attend grievance meetings and/or disciplinary/investigatory meetings with the Employer, which shall not exceed one (1) hour per week but may be extended upon mutual agreement of the Parties. The Employer reserves the right to schedule grievance meetings during nonworking hours. The Employer and the Shop 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 Shop Steward, the Union shall notify the Employer of the names of the certified Shop Stewards, and any changes to the individuals who are the Union's certified Shop Stewards under this Agreement.

Section 3. The Union may elect/appoint one (1) Chair / Chief Shop Steward from the four (4) Shop Stewards designated/appointed by the Union within the bargaining unit.

Section 4. Union representation release time for the Chief Shop Steward shall be coded as UBC (Union Business Continuance). The Employer shall afford the Chief Shop Steward one and a half (1.5) hours per week to perform Chief Shop-Steward related activities, which may be extended by up to one (1) additional hour per week by mutual consent of the Parties. This UBC time shall be paid by the Employer, and shall count toward the calculation of overtime and the accrual of benefits in the same manner as other working time. The Chief Shop Steward may use UBC time for Chief Shop Steward-related activities related to the representation of bargaining unit members, other than attending or representing the Union and/or bargaining unit employees at grievance meetings or disciplinary/investigatory meetings with the Employer. UBC time shall be scheduled at least one week in advance on a weekly basis during scheduled work hours and cannot conflict with the Chief Shop Steward's work-related activities or job responsibilities or the Employer's operations.

Section 5. Short Term Union Leave: It is further understood the Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, not to exceed five (5) days in one calendar year, once per calendar year to one of either the Chief Shop Steward or another Shop Steward whom the Union may select to attend a labor convention or serve on other official Union business ("Short Term Union Leave"), provided the Union gives the Employer written notice specifying the Shop Steward selected and the dates on which he/she/they will be taking Short Term Union Leave at least two (2) weeks prior to the publishing of the schedule for the period in which the Shop Steward will be taking Short Term Union Leave.

ARTICLE 8 - UNION VISITATION AND BULLETIN BOARD

Section 1. Authorized Union representatives designated by the Union 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 or disrupt the operations of the Employer. The Union shall provide reasonable advance notice via text message, email or telephone call to the Employer's HR Representative of its intention to visit the Employer's facilities.

Section 2. The Union may also post official Union announcements or other written information concerning Union activities on a bulletin board located inside the work facilities. The Employer shall provide such bulletin board at each work facility, which shall be located in an area that can be conveniently accessed by employees. No material that is profane, derogatory, defamatory, or in violation of the Employer's anti-harassment or discrimination policies can be posted on the bulletin board. Upon the Employer's discovery of any such prohibited materials posted on the bulletin board, Employer will immediately confer with the Union Shop Steward on duty to remove said prohibited posting(s).

ARTICLE 9 - MANAGEMENT RIGHTS

This Agreement shall not be construed, interpreted, or applied to infringe upon or impair the Employer's usual and customary management rights and prerogatives, which are and

shall be within the exclusive control of the Employer . The Employer's management rights shall include, but not be limited to, all matters not covered by this Agreement, as well as matters covered by this Agreement to the extent that such matters are not specifically limited or modified by the terms of this Agreement. A non-exhaustive list of the Employer's management rights that exemplify and represent the types of usual and customary rights and prerogatives that fall within the exclusive control of the Employer include, but are not limited to, the following: (1) the right to plan, direct, and control the operations; (2) the right to determine the method, manner, and means of operations; (3) the right to continue, discontinue, or sell any part of the operations; (4) the right to determine business practices, products offered or sold, or services performed or provided; (5) the right to determine the materials, technologies, equipment, tools, processes, or means of work; (6) the right to move, relocate or otherwise determine the locations of facilities or offices; (7) the right to determine the size of the workforce or number of employees necessary to perform operations; (8) the right to determine the start and end times of work and number of hours worked; (9) the right to determine shift schedules; (10) the right to hire, promote, transfer, demote, assign, direct, classify, or lay off employees, as subject to any other applicable Articles in this Agreement that specifically delineate the Employer's rights in these matters; (11) the right to discharge, suspend, or otherwise discipline employees for just cause, as subject to any other applicable Articles in this Agreement that specifically delineate the Employer's right to discipline or discharge employees; (12) the right to promulgate and require employees to comply with work rules, safety rules, rules of conduct, and any other policies, procedures, or practices; (13) the right to establish reasonable standards of work performance for employees; (14) the right to conduct reasonable suspicion drug testing; (15) the right to implement, continue, establish, modify, or discontinue Employer sponsored bonus, incentive or other monetary plans or programs not specifically delineated in this Agreement; (16) the right to implement, continue, establish, modify, or discontinue experimental or pilot programs; and/or (17) the right to make other changes as dictated, demanded, or required by Metro or as necessary to conform with its obligations or requirements under its contract with Metro.

ARTICLE 10 - PROMOTIONS AND TRANSFERS

Section 1. The Employer will post vacant or new collective bargaining unit positions for at least ten (10) days on the Employer's HRIS applicant tracking system. The Employer will also send notice of the vacant or new positions by electronic mail to all bargaining unit employees to their company email addresses. Current full time and part time employees wishing to fill vacant or new positions shall apply to the position via the Company HRIS applicant tracking system within the posting period. Qualified internal candidates, if any, whether bargaining unit employees or non-bargaining unit employees, will go through the interview process to allow the Employer to select the most qualified candidate, as determined by the Employer. If the Employer determines that multiple internal candidates, whether bargaining unit employees or non-bargaining unit employees, are the most qualified candidates for the position, and the Employer determines that these candidates are otherwise substantially similarly qualified for the position, the Employer shall select the candidate with the highest Company seniority. In deciding between a current employee and an outside applicant who the Employer determines are otherwise substantially similarly qualified for the position, the Employer will select the internal

candidate. The Employer may consider an employee's disciplinary history in determining the employee's eligibility and/or qualifications for promotion or transfer, and in making the decision as to which candidate to select for the position. However, the Employer may not treat an employee as automatically ineligible for promotion or transfer solely on the basis of the employee having prior disciplinary or attendance violation(s) on their record.

Section 2. In the event that an employee is selected for promotion or transfer to a new or different job classification, he/she/they shall have a trial period of thirty (30) days. 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/their former position, without a loss of classification or Company 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 11 - JOB CLASSIFICATIONS

The Employer's job descriptions for each job classification covered by this Agreement set forth the specific job duties, responsibilities, and/or scope of work that may be assigned to each such job classification. A copy of the job descriptions for each classification that are in effect on the date of the execution of this Agreement are attached hereto as Exhibit A. The Parties acknowledge that there may be varying degrees of overlap in the job duties, responsibilities, and/or scope of work of the job classifications covered by this Agreement and, as such, the Parties agree that the performance of overlapping job duties, responsibilities, and/or scope of work by these job classifications does not constitute out-of-title work. The Parties further agree that the performance of any other job duties, responsibilities, and/or scope of work outside of those set forth in the job description for a job classification covered by this Agreement constitutes out of title work and may be compensable pursuant to the Out-of-Title Work Article of this Agreement.

Because of the nature of the Employer's business and operations as the operator of a municipal transportation service pursuant to its contract with Metro, the Employer may, from time to time, modify the job descriptions of the job classifications covered by this Agreement to conform with its obligations and/or requirements under its contract with Metro and/or other demands and/or requirements that may be imposed by Metro thereunder and/or to more accurately reflect the job duties, responsibilities, and/or scope of work they are actually performing. The Employer agrees that it will give notice to the Union and negotiate regarding the effect of any such material changes of job duties, responsibilities, and/or scope of work for any job classification covered by this Agreement.

Should the Employer create any new job classifications to be covered by this Agreement, the Employer further agrees that it will give notice to the Union and negotiate regarding the effect of the creation of any such new job classifications.

ARTICLE 12 - 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. Should the Employer's implementation of a technological change result in the layoff of employee(s), to the extent reasonably possible in lieu of layoff, the Employer shall endeavor to provide the affected employee(s) with additional training or the option to transfer to another position for which they are qualified.

Section 2. The Employer shall provide the Union with notice of any major technological change which may displace employees or result in a reduction of their hours of work, as soon as practicable after Employer obtains actual knowledge of such technological change. Should the implementation of a technological change result in a layoff or reduction in employees' hours of work, upon the Union's request, the Parties shall meet and negotiate regarding the effects of said technological change.

Section 3. Should any employees be laid off due to technological changes, said employees' shall be eligible for recall pursuant to the Seniority Article of this Agreement.

Section 4. Should the implementation of a technological change result in a material change to employees' job duties, responsibilities, or scope of work, upon the Union's request, the Parties shall meet and negotiate regarding the effects of said technological change.

ARTICLE 13 - LABOR-MANAGEMENT COUNCIL

Section 1. In an effort to promote and further good labor relations between the Employer and the Union, the Parties shall hold labor-management council meetings, which shall not exceed 1 hour in duration unless extended by mutual agreement, no less frequently than every quarter, and no more frequently than once every month, scheduled at a mutually agreeable date, time and location, to discuss and address any substantial or continually lingering non-safety-related issues related to bargaining unit employees' terms and conditions of employment as set forth in this Agreement. It shall be the Union's responsibility to confirm the meeting date, time, location, and agenda, with input as necessary from the Employer. The Parties agree that it is in their and bargaining unit employees' best interests for employees and the Union to address day-to-day or individual work-related issues with management or the Employer's Human Resources department, and they should do so rather than waiting to raise any such issues at the labor-management council meetings, as the purpose of such meetings is to address significant substantive issues that impact the bargaining unit. Safety-related issues should be raised during the Safety Committee meetings.

Section 2. The Union's delegation at the labor-management roundtables will consist of two (2) bargaining unit employees from each warehouse whom the Union will designate, as well as one (1) or more non-employee Union representatives if the Union chooses to appoint such representatives, at its sole discretion.

Section 3. All members of the Union's delegation who are scheduled to work at the time the labor-management council meetings take place shall be released from their regular work duties and paid their regular rate of pay for their time spent attending the labor-management council meetings. Either the Union or Employer may place items on a meeting agenda. Best efforts will be made by the Union to distribute the agenda one (1) week before the scheduled meeting.

Section 4. The establishment of a Labor-Management Council, and the Parties' engagement and/or participation in such, does not waive or prevent the exercise of either the Union's or the Employer's legal rights arising from this Agreement.

ARTICLE 14 - HEALTH AND SAFETY

Section 1. The Parties agree that the health and safety of all employees is of the utmost importance. The Employer, Union, and bargaining unit employees agree to work cooperatively to ensure that the workplace is safe.

For its part, the Employer agrees to provide employees with clean, safe, and sanitary working conditions. The Employer shall comply with its health and safety policies and procedures and all applicable federal, state, and local laws, including OSHA and Cal/OSHA standards, in providing safe and healthy working conditions to employees in the workplace, to the extent reasonably possible and within the Employer's control.

For their part, bargaining unit employees understand they have a responsibility to always act with the utmost regard for the health and safety of their coworkers, themselves, and the public. Employees shall comply with the Employer's health and safety policies and procedures and all applicable federal, state, and local laws, including OSHA and Cal/OSHA standards, in the performance of their job duties and responsibilities.

Section 2. No employee shall be required to perform work or tasks under conditions which have/present an immediate, direct, demonstrable, and objective unsafe impact on or hazard to an employee's safety. Employees are expected, encouraged, and empowered to immediately report to management any health and safety hazards or potential hazards. The Employer will continue its current practice of responding to reports by employees of health and safety hazards in warehouses, in the field and at bike share stations. The Employer will work with employees to the extent necessary to make every effort to respond to the reported safety hazards or potential safety violations as soon as reasonably possible. The Employer will endeavor to respond to all reported health and safety hazards or potential hazards in a timely fashion and in accordance with applicable federal, state, and local laws. With regard to reported hazards or potential hazards at bike share stations, depending on the severity and/or pervasiveness of the reported health and safety hazards, the Employer will determine the appropriate next steps, which may include temporarily or indefinitely modifying the safety status of the bike share station (e.g., no go, indefinite blackout, or team lift) or taking other actions as necessary to address the reported health and safety hazards. The Employer will then advise the reporting employee of the actions taken to address the reported health and safety hazards. If there is a specific bike share station for which the Employer repeatedly

receives reports from employees of health and safety hazards, management will escalate the reported health and safety hazards to Metro.

Section 3. Consistent with the Employer's health and safety policies and procedures and all applicable federal, state, and local laws, including OSHA and Cal/OSHA standards, the Employer will provide appropriate safety training, personal protective and other work-related equipment and supplies, and rain/winter gear and other work-related clothing to employees as necessary for employees to carry out their job duties and responsibilities. In accordance with Company policy and applicable governmental guidelines, 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 on employees that affect the employees' ability to complete the necessary tasks. The Employer will also provide employees with access to first aid kits as necessary for staff use. Employees who are required to clean or otherwise handle human waste will be provided with specific, substantive training regarding appropriate methods and procedures to minimize their exposure to such waste, will be provided with regular retraining as necessary, and will be provided with all necessary personal protective equipment.

Section 4. For each warehouse where bargaining unit employees work, the Employer will continue to provide changing rooms and/or bathrooms, storage space for employees' personal belongings that may be secured by employees, sufficient cleaning supplies, running water, sinks, and adequate heat and ventilation. Upon an employee's request, the Employer will provide a lock to him/her/them to use to secure their personal belongings, but should an employee lose, misplace or damage any Employer-provided lock, they would have to obtain their own new lock at their own expense. The Employer will also endeavor to provide break rooms, or a break area, for employees to rest and eat during breaks. The Employer will continue to maintain appropriate security procedures and practices at the warehouses. The Employer recognizes the potential safety hazard posed to employees by potentially hostile and aggressive members of the general public, and shall provide appropriate de-escalation training to employees, provide employees with access to lists of no-go stations/areas, and confirm to employees that they are not required to enter into any situation involving a hostile/aggressive person in order to complete any assigned task.

Section 5. Pursuant to Cal/OSHA requirements and the Employer's Air Quality Policy, the Employer monitors the Air Quality Index ("AQI") in an effort to minimize employee exposure to air quality conditions that may be harmful while performing their job duties, and will take appropriate actions to reduce safety risks for employees associated with air quality conditions pursuant to its Air Quality Policy. Any employee who is scheduled to work outdoors but is unable to do so safely due to a high AQI measurement shall be assigned indoor work or make-up shifts so that they do not lose pay as a result of the hazard. The Employer will comply with all applicable OSHA and Cal/OSHA requirements and will revise its Air Quality Policy as necessary to comply with same.

Section 6. The Parties agree that there shall be a Safety Committee that shall be comprised of one fleet and facilities coordinator from each warehouse, one other bargaining unit employee from each warehouse, and various management

representatives at the Employer's discretion. The purpose of Safety Committee is to elevate safety concerns, review incident and injury reports, identify and address hazards, mitigate risks to employees, and cultivate a culture of safety in the workplace. The Employer may add other non-bargaining unit employees to the Safety Committee at its discretion. The Parties agree that the above-listed bargaining unit employees shall constitute the Union's representatives on the Safety Committee. Any vacancies on the Safety Committee in the above listed job classifications will be filled by the Employer with input from the Union.

The Safety Committee shall meet monthly as scheduled by the Committee on a date and time that is mutually convenient for all members. The Safety Committee will review during each Safety Committee meeting any safety incidents that occurred within the one-month period prior to said Safety Committee meeting.

Safety Committee membership does not exempt bargaining unit employees from complying with their job duties, responsibilities, and meeting all performance expectations.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

The Employer shall have the right to discipline and/or discharge bargaining unit employees covered by this Agreement for just cause. In administering discipline, the Employer shall utilize progressive discipline unless the severity or pervasiveness of an employee's offense, violation, infraction, and/or misconduct warrants the imposition of more significant discipline or immediate termination.

For the purposes of progressive discipline, the Employer will impose the following discipline: (i) Performance Improvement Measure Level I, (ii) Performance Improvement Measure Level II, (iii) Final Written Warning with or without suspension and/or last chance agreement provision, and (iv) termination.

Placement of an employee on a Performance Improvement Plan in lieu of a Performance Improvement Measure I or Performance Improvement Measure II where the employee's failure to correct their performance/conduct may result in termination shall be treated as a (iii) Final Written Warning under this Article and may be grieved as discipline by the Union. The parties agree that the non-issuance of a prior Performance Improvement Measure I or Performance Improvement Measure II does not constitute a failure by the Employer to abide by progressive discipline.

An inexhaustive list of the types of offenses, violations, infractions and/or misconduct that may warrant an employee's immediate termination or the imposition of more significant discipline than progressive discipline include, but are not limited to, the following:

Documented continued offenses, violations, infractions and/or misconduct, or failure to improve or correct documented deficient performance/conduct after having already received a Performance Improvement Plan;

Fighting, physical altercations, threatening or menacing behavior, or any actions that constitute workplace violence under the Employer's policies;

Harassment, discrimination, or retaliation in violation of the Employer's policies;

Egregious, reckless, or intentional conduct that violates the Employer's safety policies or procedures, or poses a safety risk to employees or third parties;

Theft of any kind (e.g., time, money, property, goods, merchandise, tools, etc.);

Gross Insubordination;

Vandalism or intentional destruction of the Employer's property;

Reckless or grossly negligent operation of Company vehicle, equipment or use of Company property that causes damage;

Unauthorized use of Company equipment, property, or vehicles;

Two instances, whether consecutive or non-consecutive, of no call/no show for a scheduled shift within a rolling 24-month period;

Gross negligence or pervasive careless workmanship in the performance of job duties or responsibilities;

Falsification of Company records, documents, job logs, time or attendance sheets, medical forms, etc.

Misappropriation or disclosure of Company trade secrets or confidential information (This shall not impact employees' rights to engage in protected concerted activities under Section 7 of the National Labor Relations Act);

Unauthorized use, consumption, possession, or sale of alcohol, drugs, or other controlled substances on the Company's premises or during working time, or being under the influence of alcohol, drugs, or other controlled substances on the Company's premises or during working time;

Proven or admitted use of profanity or abusive language directed at customers or in the presence of customers or the public on Company time and/or while wearing Company issued uniforms and/or using a Company issued vehicle and/or equipment;

Sleeping while on duty or during working time;

Possession of a weapon or firearm on the Company's premises, during working time, or while wearing Company-issued clothing; or

Conviction or commission of a serious crime on the Company's premises, during working time, or while wearing Company-issued clothing.

The Employer shall provide either via email or hardcopy a written notice of discipline to an employee at the time the Employer notifies the employee of the discipline that is being imposed on the Employee. The Employer shall provide the Union via email with a copy of the written notice of discipline issued to the employee within three (3) business days.

For the purposes of progressive discipline, the Employer may rely upon prior disciplines issued within the twelve (12) months preceding the offense, violation, infraction and/or misconduct giving rise to the current disciplinary action. Disciplines issued for instances of an employee's no call/no show for a scheduled shift can be used as the basis for subsequent discipline for a rolling 24-month period. Disciplines issued in lieu of termination for theft, fighting, physical altercations, threats or menacing behavior, workplace violence, harassment, discrimination or retaliation are exempt from this limitations period, as they do not expire and can be used as the basis for subsequent discipline at any time during an employee's employment.

The Union shall have the right to grieve any disciplines issued under this Article in accordance with the Grievance and Arbitration Article of this Agreement. But any discipline issued under this Article to Probationary Employees during their probationary periods is exempt from the Grievance and Arbitration Article of this Agreement.

The Employer will endeavor to conduct prompt and fair disciplinary investigations. To that end, written disciplinary notices shall 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 that gave rise to the discipline, however this period shall be extended by an additional thirty (30) calendar days if the Company notifies the Union in writing via email. The written notice that the Employer provides to the Union for the 30-day day extension need only state that the Employer is exercising its right to the 30-day extension and that it is conducting an investigation of a bargaining unit employee that may result in potential discipline.

ARTICLE 16 - GRIEVANCE AND ARBITRATION

Section 1. A "grievance" is a complaint, question, or dispute, in writing, 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. In light of the Parties' commitment to ensuring a workplace free of harassment, any employee who files a harassment-related grievance must, either prior to or concurrent with the submission of said grievance to the Employer, notify the Employer's Human Resources Department of such alleged harassment-related activity pursuant to the Employer's Anti-Discrimination and Anti-Harassment Policy.

Step One:

Any grievance shall be submitted by the aggrieved employee(s) and/or authorized Union representative on behalf of said employee(s) to the Employer's designated representative in writing via email within thirty (30) calendar days from the date of the occurrence giving rise to the grievance or the date when the aggrieved employee or Union should have reasonably known of the occurrence. The Union representative, the affected employee, and the employee's immediate manager and/or the Employer's designated representative 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 submission.

Step Two:

Should the parties fail to resolve the grievance at the Step One grievance meeting, within fourteen (14) calendar days of the date on which the Parties' Step One grievance meeting occurred, the Union may elect to proceed the grievance to Step Two by notifying the Employer in writing via email. At Step Two, the Shop Steward and/or a TWU representative, the employee, the employee's manager, and a representative from the Employer's Human Resources Department will meet within seven (7) calendar days of the date on which the Union advised the Employer in writing that it was proceeding with the grievance to Step Two to discuss and attempt to resolve the grievance. The Employer will provide a written response to the grievance within seven (7) calendar days from the date on which the parties' Step Two grievance meeting occurred.

Arbitration:

Should there be no satisfactory resolution of the grievance at Steps One or Two, within fourteen (14) calendar days of the date on which the Employer provided the Union with its written response to the grievance, the Union may prosecute the grievance to arbitration by serving a demand for arbitration in writing on the Employer's Director of Human Resources or the Senior HR Manager via email and concurrently filing said demand for arbitration with the American Arbitration Association ("AAA"), copying the Employer on any communications with the AAA. The rules of the arbitration shall be governed by the then current Labor Arbitration rules of the AAA, including, but not limited to, for the selection or appointment of one (1) arbitrator for each grievance arbitration.

Section 2. 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 3. 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, and any such decision outside the matters submitted shall not be binding, nor be binding on future cases.

Section 4. 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. Each party shall be responsible for its own expenses incurred for a grievance that goes to arbitration. The Employer and the Union may, by mutual agreement, participate in mediation prior to the scheduling of any arbitration, in which the Employer and Union leadership (with or without the involvement of a third party, who may be hired at the Parties' request and expense) shall negotiate in an attempt to avoid arbitration. The Employer shall release Employees needed as witnesses for the Union's case at arbitration and shall pay any employee other than the employee who is the grievant in an arbitration who is called as a witness by either the Employer or the Union during the arbitration.

Section 5. All time limits specified in this Article shall be strictly adhered to. Any grievance or request for arbitration that does not meet the above-listed time limits shall be declared null and void, and the failure to advance the grievance within any of the steps herein shall result in a waiver of any such claim. However, the time limits outlined in this Article may be extended by mutual agreement of the Parties.

Section 6. The grievance procedure described herein may be instituted only by the Union and by no other person, party, or entity.

ARTICLE 17 - STRIKES AND LOCKOUTS

Section 1. The Parties recognize the service nature of the Employer's business and operations and the duty of the Employer, including, but not limited to, its contractual duty, to render continual and hospitable service to the public.

Section 2. The Union agrees that it will not call, engage in, or participate in any strike, work stoppage, sympathy strike, picketing of the Employer's or Employer's client's or customer's facilities, sit-in, sit-down, boycott, or work slow-down, mass sick out or call out, refusal to handle merchandise, any other similar refusals by employees, in whole or in part, to work, or any economic activities or actions that interfere with the Employer's business or operations or the business or operations of the Employer's clients or customers during the term of this Agreement.

Section 3. The Employer agrees that it will not lockout any bargaining unit employees during the term of this Agreement.

ARTICLE 18 - WAGES AND WAGE RATES

Section 1. The wage rates specified in the chart below shall be the minimum hourly wage rates for employees in each classification covered by this Agreement on each date specified. Employees covered by this Agreement shall not be paid an hourly wage rate less than the applicable minimum hourly wage rate specified for their classification on the date specified.

Classification	1/1/23	1/1/24	7/1/24	1/1/25
Mechanic	21.00	22.50	22.75	24.25
Field Technician	21.00	22.50	22.75	24.25
Cleaning Specialist	21.50	23.00	23.25	24.75
Dispatcher	22.00	23.50	23.75	25.25
Station Technician	22.25	23.75	24.00	25.50
Coordinator	24.50	26.00	26.25	27.75

*Mechanics receive one time rate increase of $2.00 on 1/1/23 to bring Mechanics to same rate as Field Technicians

Section 2. Bargaining unit employees who are being paid an hourly wage rate on January 1, 2022 below the minimum hourly wage rate specified above in Section 1 for their classification as of January 1, 2023 shall receive an hourly wage rate increase to the minimum hourly wage rate specified above in Section 1 for their classification on January 1, 2023, or the dollar amount specified below for their classification on January 1, 2023, whichever is greater. Any employee who on January 1, 2022 is being paid an hourly wage rate higher than the minimum hourly wage rate for their classification specified above in Section 1 shall receive the wage increases specified in the chart below for their classifications on January 1, 2023.

Bargaining unit employees who are employed on January 1, 2024 shall receive an hourly wage rate increase in the amount specified below for their classification as of January 1, 2024.

Bargaining unit employees who are employed on July 1, 2024 shall receive an hourly wage rate increase in the amount specified below for their classification as of January 1, 2024.

Bargaining unit employees who are employed on January 1, 2025 shall receive an hourly wage rate increase in the amount specified below for their classification as of January 1, 2025.

Any employee who is being paid an hourly wage rate higher than the minimum hourly wage rate specified above in Section 1 for their classification shall retain their wage rate and shall not have their wage rate reduced, except as set forth below in Section 3.

1/1/23	1/1/24	7/1/24	1/1/25
$1.50	$1.50	$0.25	$1.50

*Mechanics receive one time rate increase of $2.00 on 1/1/23 to bring Mechanics to same base rate as Field Technicians

As set forth in the Workweek and Scheduling of Employees Article of this Agreement, the standard workweek for full-time bargaining unit employees will not exceed 40 hours per week. All of the wage rates set forth in this Article are based on a standard

workweek for full-time bargaining unit employees, and any future reduction in the number of hours in a standard workweek below 40 will not result in a reduction in the gross weekly pay of any bargaining unit employees due to such a reduction of the hours in a standard workweek.

Section 3. If an employee is voluntarily or involuntarily transferred or demoted to a job classification that pays a lower hourly wage rate than the employee's current job classification after having worked in the current job classification for nine (9) months or more, the employee shall receive a reduction in pay equivalent to 50% of the difference between their current job classification's minimum hourly wage rate (as set forth in Section 1) and the minimum hourly wage rate (as set forth in Section 1) for the job classification to which the employee is transferred or demoted.

If an employee is promoted or transferred to a job classification that pays a higher hourly wage than the employee's current job classification, the employee's hourly wage rate will increase to the greater of: (i) the minimum hourly wage rate for their new position (as set forth in Section 1), or (ii) the amount of the difference between the minimum hourly wage rate for their current position (as set forth in Section 1) and the minimum hourly wage rate for their new position (as set forth in Section 1), not to exceed $2.00 per hour.

Section 4. No employee shall have any monies deducted from his/her/their paycheck without express authorization, unless the Employer is required by law, statute, regulation, ordinance, or court order, etc. to do so.

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 19 - PROBATIONARY PERIOD

All new employees covered by this Agreement shall be subject to a probationary period, and the Employer shall have sole discretion to discharge any new employee at any time within their first ninety (90) days of employment. Should the Employer discharge a new employee within their probationary period, said discharge shall not be subject to the grievance and arbitration Article of this Agreement. The probationary period of any new employee may be extended for up to an additional thirty (30) days of employment upon written agreement by the Employer and Union.

ARTICLE 20 - SENIORITY

Section 1. The Employer and the Union agree that the purpose of seniority is to provide consideration with respect to scheduling, overtime, and other related issues as outlined in this Agreement to senior employees in recognition of his/her/their length of service. The Employer and Union further agree that this Article does not apply to probationary employees.

Section 2. Definitions:

A. Company seniority is a bargaining unit employee's length of continuous service with the Employer, which shall be backdated to the employee's date of employment with the Company, upon the completion of an employee's probationary period. Except with respect to the preservation and forfeiture of seniority and recall rights as detailed below in Section 4, or the specific preservation of such rights in any other Article of this Agreement, any break in an employee's continuous service with the Employer of 30 days or less will not result in the employee's loss of their Company seniority should the employee subsequently be rehired by the Employer. Should the Employer rehire an employee more than 30 days after a break in the employee's continuous service, the employee's seniority would restart from the date of the employee's rehire by the Employer.

B. Classification seniority is a bargaining unit employee's length of continuous service within the current job classification regardless of the work location/facility at which the employee works. Subject to agreement between the Union and the Company, job classification, for this purpose, may be defined to include full-time or part-time status or other agreed-upon factors.

C. When two or more employees have the same Classification Seniority, then Company Seniority shall govern seniority priority. When two or more employees have the same Company Seniority, then the earlier date and time of the offer of employment shall govern seniority priority; the second tie-breaker shall use an agreed upon random method to govern seniority priority.

Section 3. Layoff and Recall:

A. In the event the Employer determines, in its sole discretion, that a layoff will occur, the Employer will notify the Union as soon as practical, but no fewer than fourteen (14) calendar days prior to the effective date of the layoff, unless a longer notification period is otherwise required by law, so that the Union may review the layoff order and its implementation under this Article, and so that the Parties may meet and negotiate regarding the effects of the layoff.

B. In the event of layoffs, employees in the affected classification(s) will be laid off by Company seniority, beginning with the least senior employee. If the work force is once again increased, employees on layoff eligible for recall to an open position shall be recalled pursuant to the procedure set forth in Section 6 below.

C. 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 prior to the layoff.

D. Layoffs of employees shall be effectuated in the following order: part-time employees within affected job classifications as determined by the Employer, and

full-time employees within affected job classifications as determined by the Employer. 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.

E. Employees scheduled to be laid off shall receive fourteen (14) calendar days written notice of layoff except for probationary employees to whom no notice is required under this Article.

F. The notice procedure requirements set forth in this Article shall not apply to layoffs being implemented by the Employer due to urgent and unforeseen circumstances, substantial changes or modifications by Metro in the terms and conditions of the Employer's contract with Metro where the Employer received less than 14 days' notice from Metro of such changes or modifications, natural disasters, endemics, or pandemics.

Section 4. Seniority/Recall Rights/Right of Return will be forfeited when any of the following occur:

A. Resignation by employee;

B. Discharge of employee by the Employer;

C. Failure by employee to notify management of the employee's acceptance of an offer to return to work within seven (7) calendar days;

D. Failure by employee to report to work within fourteen (14) calendar days after notifying management of employee's acceptance of an offer to return to work;

E. Lay off of employee for a period of twelve (12) months, or a period equal to the employee's continuous service, whichever is less;

F. Upon confirmation by the Employer of an employee's contact information when they are laid off or commence an authorized leave, failure by an employee to inform the Employer while on layoff, or authorized leave, of a change of contact information;

G. Failure by employee to report to work following the date of 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;

H. Falsification by employee of the reasons for leave of absence or when the Employee is employed by another employer during a leave of absence;

I. Failure by employee to report to work within fourteen (14) calendar days following a decision of an arbitrator reinstating an Employee from discharge; or

J. Absence of employee from work due to sickness or injury for more than twelve (12) months.

Section 5. Upon request, the Employer shall furnish to the Union a current seniority list within a reasonable time period following the request.

Section 6. Recall Notifications and Return to Work:

A. All laid off employees eligible for recall to an open position shall be given notice of such recall by phone call and electronic mail with a copy to the Union by electronic mail, as long as the Employer has the laid off employee's telephone number and email address. All laid off employees eligible for recall within the open position being filled will be notified within the same twenty-four (24) hour period. Notified laid off employees will be given seven (7) calendar days to accept the Employer's offer to return to work, which they can do by providing written notice to the Employer via email. After the expiration of the seven-day acceptance period, the Employer will select for re-employment those laid off employees who agree to return with the most Company seniority until all position(s) have been filled. A laid off employee eligible for recall to an open position who rejects the Employer's offer to return to work shall not forfeit recall rights as a result of said rejection.

B. The laid off employee(s) selected for re-employment shall report to work within fourteen (14) calendar days from the date on which the seven-day acceptance period expired. However, the Employer and Union may discuss, at the Union's request, the extension of a laid off employee's return to work 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 between the Union, Employer, and the laid off employee.

C. If a laid off employee becomes temporarily disabled subsequent to his/her/their layoff and prior to the expiration of the laid off employee's recall rights set forth in Section 4 or any other Article of this Agreement, and thus is unable to return to work, he/she/they shall submit proof of temporary disability to the Employer prior to the expiration of his/her/their recall rights and shall not forfeit recall rights under this Article for a total of twelve (12) months from their layoff date pursuant to Section 4(j).

ARTICLE 21 - WORKWEEK AND SCHEDULING OF EMPLOYEES

Section 1. The workweek shall begin on Sunday and end on Saturday, and shall include scheduled work days on the weekends (i.e., Saturday and Sunday). The standard workweek for full-time employees will not exceed 40 hours per week. The normal work day for full-time employees will not exceed an 8-hour shift, not inclusive of a 30-minute unpaid lunch taken before the employee's fifth hour of work. Employees will be entitled to a 15-minute paid break for every four (4) hours of work they are scheduled. Employees shall not combine their unpaid lunch break with any other rest or break periods provided

by the Employer. In providing all rest periods and breaks, the Employer shall comply with all federal, state, and local laws.

Section 2. The Employer shall create work schedules for employees in each job classification no less than four (4) times a year. Available schedules will be posted no less than fourteen (14) calendar days prior to the first work date on the schedule. The frequency with which the Employer may create the work schedules may differ from department to department, warehouse to warehouse, and/or job classification to job classification. The Employer will endeavor, to the extent permitted by business needs, to create schedules that minimize the instances where employees are scheduled to work closing and opening shifts on consecutive days, that attempt to schedule employee's days off on consecutive days, and that create as many full-time schedules as possible for employees.

Section 3. At least fourteen (14) calendar days before the schedule becomes effective, the Employer shall furnish the Union with a copy of the work schedule. 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.

Section 4. For the next seven (7) calendar days, the Employer and Union will conduct a general selection process for employees to bid on a full or part-time schedule within their respective job classifications. Eligible and qualified employees will bid on schedules by classification seniority, in seniority order. Full time employees may select only full-time schedules and part time employees may 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 seven (7) calendar days will be assigned to any remaining open schedules by the Employer. A full-time employee shall not be assigned to a part time schedule for failure to select a schedule.

Section 5. The parties acknowledge that as the operator of a municipal transportation service, the Employer's operations continue on a 24-hour basis, 365 days per year. As a result, notwithstanding an employee's scheduled shift, the parties acknowledge that short-term, temporary changes in the days on which an employee works, the number of hours worked per day or week and/or the actual start and end times of employees' work may occur due to employee absences, PTO days, approved employee shift swaps, directives from Metro, the Employer's contractual obligations under its contract with Metro, requests from local communities and city partners, special events, unforeseen short-term business or operational needs, or other emergency circumstances. The Employer will endeavor to give employees as much notice as possible to such changes in their start or end times and will also endeavor to inform the Union of such changes. In any situation where such a schedule change is in effect for more than two (2) consecutive weeks for any employee, the procedure set forth in Section 6 of this Article shall apply.

Section 6. If a vacant shift is created due to the cessation of an employee's employment with the Employer, an employee's prolonged or permanent absence from work, or due to

a schedule change that remains in effect for longer than two (2) consecutive weeks because of any of the other reasons identified in Section 5 of this Article, the Employer shall determine whether to fill that vacant shift. Should the Employer determine not to fill that vacant shift, that shift shall remain vacant until such a time, if ever, as the Employer decides to fill the vacant shift. Should the Employer determine to fill the vacant shift, the Employer will either: (a) allow such vacant schedule to be selected by any qualified employee on a classification seniority basis within seven (7) calendar days of the Employer's decision to fill the vacant shift, or (b) conduct a schedule re-bid for the affected classification pursuant to Section 4 above.

Should the Employer determine to fill the vacant shift and the vacant shift is filled either by a qualified employee based on classification seniority or schedule rebid, and a newly vacant shift is created as a result, the Employer shall determine whether to fill that newly vacant shift. If the Employer determines to fill that newly vacant shift, it may either: (i) allow the newly vacant shift to be selected by any qualified employee on a classification seniority basis within seven (7) calendar days, or (ii) conduct a schedule re-bid for the affected classification pursuant to Section 4 above. However, if any newly vacant shift is filled pursuant to the procedure outlined above in bullets (i) or (ii), the Employer may decide to not fill any newly vacant schedule(s) resulting from this second schedule change or assign an employee to work any newly vacant schedule(s) resulting from this second schedule change.

If, after the Employer determines to fill a vacant shift pursuant to the procedures set forth above, that vacant shift remains unfilled, the Employer can determine whether to not fill the vacant shift or assign an employee to work that vacant schedule.

Should any schedule change that does not create a vacant shift remain in effect for a time period longer than two (2) consecutive weeks due to any of the reasons identified in Section 5 of this Article, the Employer shall conduct a schedule re-bid pursuant to Section 4 above.

Section 7. When the Employer determines that a particular shift or classification on a particular day is overstaffed, an offer to leave the overstaffed classification or shift shall be made to the affected employees. If not enough volunteers are secured then the Employer may involuntarily release employees from the remaining shift work for that day in inverse classification seniority order provided that part-time employees have all been released prior to impacting full-time employees on shift.

ARTICLE 22 - OVERTIME

Section 1. A reasonable amount of daily and/or weekly overtime work may be required of employees based on the needs of the business.

Section 2. When practical, unscheduled overtime will be offered on a voluntary basis, by classification, with first instance being offered to those 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 twenty-four (24) hours in advance is scheduled overtime and will be offered in job classification seniority order; that is the most senior qualified person who is already scheduled to work on that day 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, or may offer the available overtime to employees in that job classification or another job classification who possess the necessary skills to perform the needed tasks and who are already scheduled to work on that day.

Section 4. Nothing in this Article or Agreement shall operate to, or is intended to, guarantee any particular amount or scheduling of overtime work.

ARTICLE 23 - MANAGERS DOING BARGAINING UNIT WORK

Section 1. The Union and the Employer agree that supervisory or management personnel shall not displace the staffing and regular scheduling of bargaining unit employees or dilute the bargaining unit by performing unit work. Notwithstanding the above, the Parties acknowledge and agree that supervisory or management personnel may perform bargaining unit work under the following circumstances: where it is normal and customary for management or supervisors to perform such work in limited capacities as dictated by the operational needs of the business, pursuant to the Employer's contractual obligations or requirements under its contract with Metro and/or emergent requests made or demands imposed by Metro, during or as a result of an emergency, or as the result of excessive call-outs, or absences related to bargaining unit employees. The Parties further agree that supervisory or management personnel may perform bargaining unit work under this Article as necessary for training purposes. The Parties further agree that supervisory or management personnel may participate in or attend ride-alongs or installations or assist with special projects/events along with bargaining unit employees under this Article.

ARTICLE 24 - OUT-OF-TITLE WORK

The parties agree that a bargaining unit employee's performance of any other job duties, responsibilities, and/or scope of work outside of those set forth in the job description for that employee's job classification shall constitute out-of-title work. However, an employee's performance of out-of-title work is only compensable under this Article when that employee performs the job duties, responsibilities, and/or scope of work for a higher paying job classification, as set forth in that job classification's job description, for two (2) hours or more within an employee's shift. If an employee performs out-of-title work that is compensable under this Article, the employee shall be paid the higher rate of pay between the job classification of the out-of-title work and the employee's regular rate of pay for the hours the employee performed out-of-title work. In no instance shall an employee's rate of pay be reduced as a result of their performance of out-of-title work.

The Parties agree that there are job duties, responsibilities, and/or scope of work that may overlap between job classifications covered by the Agreement, and the performance of these overlapping job duties does not constitute out-of-title work under this Article. The Parties further agree that an employee who shadows a shift of a different job classification does not constitute out-of-title work.

Employees who perform compensable out-of-title work under this Article without prior authorization or direction shall not be entitled to the higher rate of pay between the out-of-title work job classification and the employee's regular wage rate.

ARTICLE 25 - SUBCONTRACTING

Section 1. The parties agree that it is desirable to maintain the integrity of the bargaining unit and they will endeavor to do so during the term of this Agreement. Notwithstanding the above, the parties acknowledge that as the operator of a municipal transportation service pursuant to a contract with Metro, the Employer is required to operate on a 24-hour basis, 365 days per year, in compliance with and satisfaction of its contractual obligations with Metro, as well as other demands and requirements that may be imposed by Metro thereunder.

Section 2. Given the nature of the Employer's operations, the Employer shall have the right to subcontract bargaining unit work under any of the circumstances detailed below. The Employer shall notify the Union of its intention to exercise its right to subcontract bargaining work under any of the grounds identified in this Section and, upon the Union's request, shall bargain with the Union over the effects of such subcontracting.

A. work that is not currently performed by bargaining unit employees;

B. work that is currently performed, or has normally and customarily been performed, by subcontractors or outside vendors;

C. work which bargaining unit employees are unable to perform or that cannot be performed by bargaining unit employees due to emergent circumstances, or required time frames or deadlines;

D. work which bargaining unit employees are unable to perform because of the employees' lack of certifications, licenses, training, skills or experience;

E. special projects or other short-term assignments necessitated by the Employer's obligations or requirements under its contract with Metro or as required by other community or municipal partner/agencies that cannot be performed by bargaining unit employees; or

F. work that involves the use of machinery, tools, or materials that are not within the possession, custody, or control of the Employer, not utilized by bargaining unit employees, or would require an additional capital expenditure by the Employer.

Section 3. The Employer shall also have the right to subcontract bargaining unit work under any of the circumstances detailed below. The Employer shall notify the Union of its intention to exercise its right to subcontract bargaining work under any of the grounds identified in this Section and, upon the Union's request, shall bargain with the Union over such subcontracting of bargaining unit work prior to subcontracting said work.

A. work that cannot be performed by bargaining unit employees due to short-term staffing shortages, excessive call-outs or absences of bargaining unit employees;

B. work that cannot be performed by bargaining unit employees because of legal, contractual, or liability related reasons;

C. work that if the Employer had bargaining unit employees perform would drastically adversely impact the Employer's ability to continue operations or meet its financial obligations.

ARTICLE 26 - EMPLOYEE BENEFITS

Section 1. Each employer of record of bargaining unit employees (i.e., Bike Hub, Accel Employment Services, Inc., and Bicycle Transit Systems, Inc.) currently offers various comparable insurance and other similar benefit plans to the eligible employees who each employer of record employs, which includes medical insurance, dental insurance, vision insurance, 401(k) plan, health savings account(s), employee life insurance, child life insurance, or employee assistance programs. In accordance with the terms and conditions of any such plans, eligible bargaining unit employees may voluntarily choose to participate in any such plans as offered by their Employer of record. If an eligible bargaining unit employee opts to participate in any such plans, the employee shall be subject to the same terms and conditions of such plans as are applicable to all other eligible employees who participate in such plans. The Employer will continue to provide substantially similar benefits listed in this Section 1 to all bargaining unit employees.

Section 2. The Employer will directly pay for reinforced toe work shoes for each bargaining unit employee who requires them in the performance of their job duties, or reimburse such employees for their purchase of such reinforced toe work shoes, up to $150 during their first year of employment. The Employer will provide employees with $50 per year during each subsequent year of their employment for the purchase or resoling of such reinforced toe work shoes. This amount may either be used or saved from year to year, accruing up to a limit of $150. The Employer will directly pay for non-slip work shoes for each bargaining unit employee who requires them in the performance of their job duties, or reimburse such employees for their purchase of such non-slip work shoes, up to $75 during their first year of employment. The Employer will provide employees with $25 per year during each subsequent year of their employment for the purchase or resoling of such non-slip work shoes. This amount may either be used or saved from year to year, accruing up to a limit of $75. The money described herein is only available for payment or reimbursement by the Employer, is not considered to be wages, and will not be paid out at employee's separation from their employment.

Section 3. The Employer will continue its Bike Tune-up Program, which provides employee bike riders with up to $40 per month worth of replacement wear parts, such as brake pads, tires, tubes, cables, mirrors, etc., safety parts, such as lights, reflectors, etc. After an employee has completed 30 days of continuous employment, the Employer will also continue to provide employees with a Metro SEP Card, which affords employees with unlimited use on eligible Metro Bus and Metro Rail services.

Section 4. The Employer will notify the Union about any changes to any insurance or other benefits identified in this Article and, upon request from the Union, shall bargain over any such changes and/or the effects of any such changes as required by law.

ARTICLE 27 - SICK TIME OFF (STO)

Section 1. Employees earn up to 40 hours of Sick Time Off ("STO") each calendar year (unless otherwise required by law). STO accrues at the rate of .01923 hours of sick time off for each hour worked (unless otherwise required by law). Annual STO accrual is capped at 40 hours.

Section 2. Unless otherwise required by law, STO may be used for an absence due to:

A. 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;

B. 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;

C. the closure of the workplace because of a public health emergency; or

D. provision of primary care for a child whose school or childcare provider is closed.

Section 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).

Section 4. Unless otherwise required by law, STO should be taken either for one half (½) of the employee's scheduled shift or for the full shift. Where the need to use STO is foreseeable, the employee must request the time off as early as practicable but at least twenty-four (24) hours in advance; where the need is unforeseeable, the employee must provide notice at least one (1) hour prior to his/her/their next scheduled shift (unless exigent circumstances apply). Daily notification will not be required upon the Employer's receipt of sufficient notice that the employee will be out of work for more than one day.

Section 5. As allowed by law, for absences of three (3) days or more, the Employer reserves the right to require a verifiable notice from a health care provider, school or childcare provider for the employee or family member, in which the diagnosis and/or

prognosis for the employee's ability to return to work are clearly and completely presented.

Section 6. Unused STO may be carried over from year to year, but total balance cannot exceed 160 hours. Employees with a total balance of 160 hours shall not accrue additional STO until their balance goes below 160 hours.

Section 7. Employees may voluntarily contribute his/her/their carryover unused STO to another employee in extenuating circumstances and provided further that the Employer has approved such a transfer of paid STO.

ARTICLE 28 - PAID TIME OFF (PTO)

Section 1. Paid Time Off ("PTO") eligibility is determined on a calendar year basis (i.e., from January 1st to December 31st) and all bargaining unit employees are eligible for PTO benefits.

Section 2. Employees accrue PTO beginning on the date that he/she/they commence employment. PTO may be taken in hourly increments.

Employees accrue PTO on a pro-rated basis during the calendar year for each hour worked in the amount of .05769 hours of PTO for each hour worked for employees with less than three (3) years of service and .07692 hours of PTO for each hour worked for employees with three (3) or more years of service. PTO accrual is capped at 160 hours of PTO for employees with less than three (3) years of service and 200 hours of PTO for employees with three (3) or more years of service.

Section 3: PTO Administration:

A. Employees may submit requests to use PTO to the Employer by the Employer's HRIS system or other system as dictated by the Employer.

B. Employees who are terminated, resign, or otherwise leave employment with the Employer, shall be entitled to receive pay equal to any accrued but unused PTO.

C. Employees may request and use unearned PTO, up to a maximum of forty (40) hours, with the express advance approval of the Employer.

D. The procedure for employees to request, and for the Employer to approve, PTO is set forth in the Employer's Employee Handbook.

ARTICLE 29 - HOLIDAYS

The Employer observes the following eight (8) paid holidays:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day

Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Employees will receive holiday pay for the above-listed recognized holidays in the amount of 8 hours of straight time at the employee's hourly wage rate.

Because of the Employer's obligations to operate a municipal transportation service on a 24-hour basis, 365 days per year pursuant to its contract with Metro, the Employer may require employees to work on one of the above-listed recognized holidays. An employee who works on one of the above-listed recognized holidays shall be paid an hourly wage rate of 1.5 times the employee's regular hourly wage rate for all hours worked in addition to holiday pay.

In addition to the above-listed paid holidays, the Employer shall provide two (2) floating paid holiday per calendar year to employees. A floating holiday must be scheduled and approved in advance in the same manner as employees' PTO requests. Provided yearly floating holidays must be taken during the calendar year they are provided.

ARTICLE 30 - LEAVES OF ABSENCE

Whether or not specifically included in this Article, the Employer will endeavor to comply with any relevant law applicable to any leave mandated by any jurisdiction applicable to Union members covered by this Agreement. Nothing in this Article shall preclude the Employer from granting more generous leave benefits to employees pursuant to its policies, provided that such benefits are uniformly granted to all bargaining unit employees.

A. Bereavement Leave

Section 1. All employees are entitled to receive bereavement leave. A paid leave of absence of five (5) days shall be granted to an employee due to a death in his/her/their family. For the purpose of this Agreement, family is defined as: spouse; partner; biological, foster, or step-parent; legal guardian; mother-in-law; father-in-law; sibling-in-law; grandparents; biological or step sibling; biological or step child; niece or nephew; grandchild, and any significant person residing in the household, in addition to any other covered family member under the Employer's policies.

Section 2. The Employer understands that deaths of close friends or other persons with whom an employee has a close relationship can have an effect on employees. To that end, the Employer will give fair consideration to any request from an employee for unpaid bereavement leave due to the death of an employee's non-family member with whom the employee has a close relationship.

B. Family and Medical Leave

Section 1. All employees who meet eligibility requirements as set forth in the Family and Medical Leave Act ("FMLA") and/or California Family Rights Act ("CFRA") are able to take family and medical leave ("FMLA Leave") and/or CFRA leave.

Section 2. An eligible employee will be permitted to take up to 640 hours of unpaid leave during a twelve-month period for the reasons stated below, as well as for any qualifying reason under the FMLA and/or the CFRA:

A. For the employee's pregnancy or related medical conditions;

B. For the birth of the employee's child and to care for the child;

C. For placement with the employee of a child for adoption or foster care and to care for the newly placed child;

D. To care for the employee's child, spouse, parent, or other family member with a serious health condition;

E. When the employee has a serious health condition; or

F. For qualifying exigencies, arising out of the fact that the employee's 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.

Section 3. The number of eligible weeks of FMLA Leave during a twelve-month period will be measured on a "rolling" method consistent with federal law.

Section 4. An eligible employee may take up to twenty-six (26) weeks of unpaid Military Caregiver Leave during a single twelve-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 may be taken in addition to and on top of other FMLA Leave, and the twenty-six (26) weeks of Military Caregiver Leave are not subject to and do not count towards the FMLA Leave limit of eight months in a single twelve-month period.

Section 5. Where the need for leave is foreseeable, a request for FMLA leave should be made at least thirty (30) days weeks before the leave begins. If thirty (30) days of notice is not practicable (e.g., a change in circumstances or medical emergency), reasonable, or if the leave is not foreseeable, notice must be provided as soon as practicable under the circumstances.

Section 6. If the employee does not designate a leave as FMLA/CFRA Leave and/or Military Caregiver Leave and the Employer determines that the leave should be so designated, the Employer may designate the leave as FMLA/CFRA Leave or Military Caregiver Leave and give notice to the employee of such designation.

Section 7. An employee will be required to use any available PTO/STO while on FMLA/CFRA Leave, Military Caregiver Leave, or similar leave during the first 40 hours of said leave. PTO/STO use will not be required after the first 40 hours of said leave, but an employee may use all accrued PTO as part of an unpaid FMLA/CFRA Leave and/or Military Caregiver Leave. Employees using FMLA/CFRA Leave, Military Caregiver Leave, or other similar leaves on an intermittent basis shall be required to use PTO/STO for leave related absences.

Section 8. Leave may be taken intermittently or on a reduced leave schedule if deemed necessary by the employee's medical provider and the requisite certification forms stating such are submitted to the Employer. Qualifying Exigency Leave may also be taken on an intermittent basis.

Section 9. During the FMLA/CFRA Leave and/or Military Caregiver Leave periods, the employee will continue to participate in group health insurance and will remain eligible for the Employer-provided health, vision, and dental benefits on the same basis; the employee may opt to continue in all other Employer-provided insurance programs. Employees who are out on leave will still be responsible for payment of their portion of benefits premiums during their leave periods as allowed by CFRA and FMLA. An employee's failure to pay their portion of benefits premiums during their leave period may result in the lapse of the employee's insurance/benefits coverages.

Section 10. After taking FMLA Leave and/or Military Caregiver Leave in accordance with this Article, at the conclusion of the leave the Employee will be restored to the same or an equivalent position held before taking leave, without loss of seniority or any other benefits. However, as PTO/STO accrual is based upon hours worked, accrual of PTO/STO will cease for any employee on FMLA/CFRA Leave, Military Caregiver Leave, or any other unpaid leaves provided by the Employer for the duration of the employee's leave period until they return to work.

C. Military and Military Spouse Leave

Section 1. Employees are 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 ten (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 not run concurrently with any FMLA Leave.

D. Parental Leave

Section 1. All employees are eligible for 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, irrespective of whether the employee is primary or secondary caregiver, and/or whether the employee is the natural parent, partner, same-sex partner, or adoptive parent.

Section 2. Parental Leave may be taken intermittently by an employee upon the Employer's receipt of sufficient prior notice of such intermittent leave request within twelve (12) months of the birth or placement of a child.

Section 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 (as provided by the State of California) are applied for and granted, any leave taken before the baby's birth is considered short-term disability leave, but not Parental Leave. Paid parental leave will run concurrent with any qualifying FMLA/CFRA Leave.

E. Jury Duty

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

Section 2. An 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.

Section 3. All payments received will be in addition to any other compensation received from the court while on jury duty.

F. Nursing Employees

Section 1. Any employee who is nursing 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.

Section 2. Each such break will be no less than thirty (30) minutes (or at least forty (40) minutes if the room or other location is not in close proximity to the employee's regular work area). The employee will be permitted to take such breaks at least once every two (2) hours, or more frequently if necessary for the employee to express milk and alleviate discomfort.

G. Uniformed Services Leave

Section 1. The Company will provide Uniformed Services Leave and compensation for any such leave in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act and any applicable state and local laws.

H. Voting Leave

Section 1. All employees who are registered voters are entitled to two (2) hours of paid leave for the purpose of voting in any election if their shift does not allow for two (2) hours to do so before or after their shift.

I. Other Leaves of Absence

Section 1. All employees may take leave to donate blood off-premises. An employee may request up to two (2) hours of unpaid leave for this purpose, and may request a maximum of four (4) hours of such unpaid leave for blood donation per calendar year.

Section 2. The Employer will comply with applicable State laws with respect to leaves for employees due to bone marrow or organ donation.

Section 3. The Employer will comply with other types of leaves as required federal, state, or local laws.

Section 4. Personal Leave of Absence – An eligible employee who has completed at least 12 months of service and who is in good standing may request personal time off for reasons such as to care for a family member or to spend time with a new baby or child placed in the home within the first 12 months of service in situations not covered by the FMLA or equivalent state or local law. Such leave approval or denial is at the discretion of the department and Human Resources. Personal leaves are generally not granted for engaging in employment outside of Bike Transit, pursuing an independent business venture, vacation, or as additional leave after Non-FMLA Medical Leave. Intermittent leave under Personal Leave is not permitted. Before approving or denying a leave request, Human Resources considers the reason for the request, the department's operating needs and the employee's needs, job performance, and length of service. Personal

Leaves of Absence are more likely to be granted for periods when the employee's department is slowest.

An employee who is taking Personal Leave must use all accrued PTO and discretionary holidays prior to being eligible for unpaid leave. PTO/STO ceases when the employee moves to an unpaid status. Accrued time off will restart upon the employee's return to paid status.

Section 5. Any other request for a leave of absence that is not covered under the Employer's polices or federal, state, or local laws will be subject to the Employer's discretion.

J. Union Leave

If a bargaining unit employee is elevated or appointed to serve as a Union official (e.g., President, Secretary-Treasurer, etc.) that does not include Chief Shop Steward or Shop Steward, the Employer and the Union shall promptly meet and negotiate regarding any necessary Union leave for that employee, and the duration and terms of any such leave.

ARTICLE 31 - IMMIGRATION

Section 1. Non-Discrimination

A. The Employer shall not discriminate against any employee because of national origin or immigration status, or because the employee is subject to immigration or deportation proceedings. An employee subject to immigration or deportation proceedings shall retain employment so long as the employee remains authorized to work in the United States in accordance with all applicable federal regulations.

B. The Employer shall not take any adverse action against an employee, including loss of seniority, compensation, or benefits, due to changes in the employee's name or social security number, provided that the employee is authorized to work in the United States.

C. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their choice amongst themselves.

D. Upon request of the employee, the Employer shall provide interpreters from its staff, where such staff is available, for employees not fluent in English during any investigative interview that may lead to discipline or discharge. Where the Employer is unable to so provide an interpreter, the Union may provide an interpreter. In the event that an interpreter is not readily available, timelines for issuance of the disciplinary or discharge notice shall automatically be tolled until an appropriate interpreter is available.

Section 2. Leaves of Absence

A. In the event that the Employer becomes aware that a non-probationary employee has an issue with his or her right to work in the United States, the Employer shall inform the employee of the issue and of their right to be represented by the Union in this matter. If the employee consents to the Employer notifying the Union, the Employer will do so in writing. Upon the Union's request, the Employer shall meet with the Union and the employee to discuss the nature of the issue to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken. Further, any substantive meeting with the employee regarding their issue will take place with a Union representative, if so desired by the employee.

B. If the Employer terminates a non-probationary employee who is not authorized to work in the U.S. or if an employee resigns in lieu of being terminated for this reason, the Employer shall:

   i. if the non-probationary employee provides proof of work authorization within 12 months of the employee's termination date, the Employer will rehire the employee into the next available opening in the employee's former classification or another classification for which the employee is qualified, without loss of prior classification seniority if hired into the employee's former classification and prior Company seniority if hired into another classification.

   ii. furnish to any non-probationary employee terminated or who resigned for such reasons a personalized letter stating the employee's rights under this section.

C. The Employer shall provide each non-probationary employee with up to 2 unpaid days off per year to attend appointments relating to adjusting the employee's immigration status, which time off shall be scheduled in advance to the extent reasonably possible and upon production by the employee of documentation demonstrating the need to take the time off. Additional unpaid days off may be granted to an employee upon mutual consent of the Parties.

Section 3. Verification of Work-Authorization Status

A. The Employer shall not require or demand proof of citizenship or immigration status, except as required by 8 USC § 1324(a) or as otherwise required by law. No employee employed continuously since November 6, 1986 or whose circumstances constitute "continuing employment" as defined in 8 CFR § 274a.2(b)(1)(viii) shall be required to provide such proof.

B. If reverification is required by law when a document used to prove authorization to work expires, the Employer shall provide the employee with at least 90 days advance notice to the extent reasonably possible. Upon employee consent, the Employer will provide the Union with notification as well.

Section 4. Social Security Numbers

In the event that the Employer receives notice indicating that there is or might be a problem with an employee's social security number (such as a no-match letter), the Employer shall:

A. provide a copy of the notice to the employee upon receipt and, inform the employee of their right to be represented by the Union in this matter, after which, if the employee consents, the Employer shall provide a copy of the notice to the Union;

B. Follow any applicable Company procedures with respect to responding to SSA inquiries or no-match letters;

C. not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of the notice;

D. not require that employees listed on the notice present a Social Security card for review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status.

Section 5. Paid Citizenship Holiday

On the day that a non-probationary employee is sworn in as a U.S. citizen, the employee will be excused from work and will be compensated for all lost time at the same rate used for holiday pay.

ARTICLE 32 - SUCCESSORSHIP

Section 1. In the event of loss of the contract to operate Los Angeles Metro Bike Share, or the consummation of a sale or transfer of the Employer's operations in the Los Angeles metropolitan area, the Employer will give the Union reasonable advance notice thereof in writing, provided that the Employer itself has received such notice and is not under any confidentiality obligation preventing such notice, and shall meet and bargain about the effects of such a transition on bargaining unit employees.

Section 2. In the event of the consummation of a sale or transfer of the Employer's operations in the Los Angeles metropolitan area, the Employer will endeavor to request that any new employer retain all bargaining unit employees covered by this Agreement and adopt this Agreement.

Section 3. The requirements set forth in this Article, in Sections 1 and 2 above, shall not apply if the event causing the loss of the contract to operate Los Angeles Metro Bike Share or the consummation of a sale or transfer of the Employer's operations in the Los Angeles metropolitan area 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 33 - CONFLICT WITH LAWS AND SEVERABILITY

Nothing in this Agreement shall require the Parties to engage in any actions that are illegal, contrary to, or in violation of any federal, State, county, city, or local statute, law, rule, regulation, resolution, ordinance, or order, or the decision of any federal or State court or governmental agency.

If any provision set forth in this Agreement is declared or held to be illegal or unenforceable, such provision shall become null and void and the remainder of this Agreement shall continue in full force and effect.

If any provision set forth in this Agreement is declared or held to be in conflict with or in violation of any federal, State, county, city, or local statute, law, rule, regulation, resolution, ordinance, or order, or the decision of any federal or State court or governmental agency, such statute, rule, etc. shall prevail.

Should any provision of this Agreement be declared or held to be illegal or unenforceable, or in conflict with or violation of any federal, State, county, city, or local statute, law, etc., the Parties shall meet and bargain regarding any such provision to the extent necessary to effectively administer this Agreement or effectuate the purpose of this Agreement.

ARTICLE 34 - TERM OF AGREEMENT

This Agreement shall be in effect from the date of its complete execution by the Parties through December 31, 2025.