AGREEMENT

Between

ROOSEVELT ISLAND OPERATING CORP.
591 MAIN STREET
ROOSEVELT ISLAND, NEW YORK 10044

-And-

SERVICE, PRODUCTION, MERCHANDISING AND ALLIED PRODUCTS, WHOLESALE, DISTRIBUTION, TEXTILE HOUSEHOLD PRODUCTS AND INDUSTRIAL AND ALLIED TRADES WORKERS; CLERICAL & HEALTH RELATED SERVICES UNION; DRUG, CHEMICAL, COSMETIC, PLASTICS AND AFFILIATED INDUSTRIES WAREHOUSE: SERVICE INDUSTRY;
AIRLINE, AIRPORT AND AEROSPACE EMPLOYEES;
LOCAL 210,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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APRIL 1, 2016 – MARCH 31, 2019

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AGREEMENT effective as of the 1st day of April, 2016 by and between Service, Production, Merchandising and Allied Products, Wholesale, Distribution, Textile Household Products and Industrial and Allied Trades Workers; Clerical & Health Related Services Union; Drug, Chemical, Cosmetic, Plastics and Affiliated Industries Warehouse: Service Industry; Airline, Airport and Aerospace Employees, **LOCAL 210**, affiliated with the International Brotherhood of Teamsters and its successors, having its principal place of business at 35 Broad Street, 11th floor, New York, New York 10004, hereinafter referred to as the "Union"; and **ROOSEVELT ISLAND OPERATING CORP.**, 591 Main Street, Roosevelt Island, NY 10044,
hereinafter referred to as "RIOC" or the "Employer".

WITNESSETH:

WHEREAS, the parties are desirous of establishing a collective bargaining relation between the Union and the Employer and are desirous of establishing conditions which will tend to secure the workers a living wage, to eliminate unfair conditions of labor and to provide for a fair and peaceful adjustment of all disputes that may arise, and

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION OF UNION

The Employer recognizes the Union as the sole collective bargaining agent for all full-time and regular part-time employees employed at Roosevelt Island Operating Corporation, including Bus Operators, Bus Operator/Cleaners, Bus Operator/Mechanics, Mechanics and helpers, working Foreman/Facilities Handymen, Facilities Handymen, and apprentice Facilities Handymen (the "Employees"), provided however, to be covered for benefits by this Agreement, individuals must have performed covered work for a minimum of one thousand (1,000) hours in the prior twelve (12) month period. The parties will meet quarterly to review the work history of new part-time employee and will jointly determine whether such new employees have met the one thousand hours minimum and, if so, they shall be covered thereafter, and they are excluded from this Agreement all other employees; including office workers, salesman, confidential employees, and supervisors as defined in the Public Employees Fair Employment Act (New York State Civil Service Law, Article 14, as amended)(herein "the Taylor Law").

ARTICLE 2 - GOOD FAITH

The Employer and the Union agree that they will in good faith live up to the provisions of this Agreement, and that this Agreement is entered into by the Union and the Employer on behalf of the employees of the Employer, now employed or hereafter to be employed, in the bargaining unit as hereinafter defined in this Agreement.

ARTICLE 3 - STATUS OF UNION

The Union represents the employees and has been designated by them as their sole and exclusive bargaining agent. The Employer agrees to recognize the Union during the entire period of this Agreement as the sole and exclusive bargaining representative of all the employees. Neither the

Employer nor the Union shall either directly or indirectly encourage or discourage membership in the Union.

ARTICLE 4 - NO MODIFICATION

Neither the Employer nor any employee or group of employees shall have the right to waive or modify any provisions of this Agreement without written authorization of the Union and the Employer.

ARTICLE 5 - PAST PRACTICES

The Employer shall adhere to the express terms of this Agreement, but shall not be bound by any written or unwritten past practices.

ARTICLE 6 - STANDARDS PRESERVED

All benefits of employment for the employees in existence under the administration of the Employer prior to and at the effective date of this Agreement and not modified by this Agreement shall continue without modification.

ARTICLE 7 - SEPARABILITY OR INVALIDITY

It is understood and agreed that if any provisions of the Agreement or the application of such provision of any employee or circumstances shall be held invalid, the remainder of this Agreement or the application of such provisions to other employees or circumstances shall not be affected thereby.

No provisions of this Article shall apply in any state to the extent that it may be prohibited by state law. If, under applicable state law, additional requirements must be met before any such provisions may become effective, such additional requirements shall first be met.

If any provisions of this Article are invalid under the law of any state wherein this Agreement is executed, such provisions shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE 8 - DUES CHECKOFF/AGENCY SHOP FEES

The Corporation agrees to deduct from the wages of employees and remit to the Union regular membership dues for those Corporation employees who sign authorizations permitting such payroll deductions.

In addition, to the extent required by Sections 201 and 208 of the Taylor Law, the Corporation shall recognize an agency shop and deduct from all other employees in the bargaining unit after thirty (30) days of employment an agency shop fee equal to the amount of regular membership dues. The Union affirms it has adopted such procedure for refund of agency shop fee deduction as required in Section 208 of the Taylor Law. This provision for agency fee deduction shall continue in effect so long as the Union establishes and maintains such procedure. The current practice of payment shall continue.

The deductions shall be made bi-weekly from the employee's paycheck and shall be remitted to the Union along with a list of the names (and amounts) for whom deductions have been made. If the

employee has no earnings due for that pay period, the Union shall be responsible for collecting said dues or fees. The Union agrees to refund to the Corporation any amount paid to the Union in error on account of this deduction provision. The Union may change the fixed percentage amount which shall be considered the regular monthly union dues/agency shop fees once each year during the life of this Agreement. The Union will give the Corporation thirty (30) days notice of any such change in the fixed percentage amount of uniform union dues/agency shop fees to be deducted.

The Union shall indemnify, defend and save the Corporation harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Corporation in complying with the provisions of this Article.

If an improper deduction is made, the Union shall refund directly to the employee of such amount.

ARTICLE 9 - INSPECTION OF BOOKS

Upon written request from the Union, the Employer, within fourteen (14) working days of receipt by the Employer of the request, shall furnish the Union with a list containing the names, salaries and job classifications of all employees in the Union's bargaining unit as of the date of the request.

ARTICLE 10 - REPORTING PAY

If any employee reporting for the usual day's work is stopped from work by the Employer or laid off without having received one day's previous notice by the Employer, then and in that event, the employee shall receive his or her pay for that day in accordance with the employee's weekly earnings. This provision is not intended to apply where an employee is sent home for disciplinary purposes or if the employee reports on a day where he/she is not scheduled to work.

ARTICLE 11 - SENIORITY LAY-OFF AND RECALL

Section 1. Employees, after becoming Union members, when laid off shall be so laid off according to their seniority. That is, the last one hired shall be the first one laid off, provided the remaining employee can do the work, and when rehired, in order of their seniority.

Section 2. It is agreed by the Employer and the Union that all Shop Stewards of the Union have seniority over all employees in the plant, provided they can do the work that is to be done.

Section 3. Preference in assignment to shift work shall be given to employees having higher seniority, when vacancies occur.

Section 4. The Employer may assign employees to particular tasks without regard to seniority where the employee, in the Employer's reasonable judgment, has a unique skill, ability or qualification to perform the task.

ARTICLE 12 - REINSTATEMENT AFTER MILITARY SERVICE

After war, military training, draft or conscription period, any employees enlisted or drafted shall be reinstated to their former positions upon their return from Military Service without loss of seniority, in accordance with Section 8 of the Selective Service and Training Act as amended, or any other applicable law.

ARTICLE 13 - NO STRIKES

There shall be no work stoppage, strike, lockout or picketing. The Union affirms that, pursuant to § 210 of the Taylor Law, it does not assert the right to strike against the Employer, that it shall not assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE 14 – DISCRIMINATION

The Employer and the Union will not discriminate either directly or indirectly, nor will they permit any of their agents, members or representatives to discriminate either directly or indirectly against any employee by reason of race, creed, color, age, national origin, marital status, disability, or sex. The use of the masculine gender in this Agreement shall include both male and female.

Claims of discrimination shall not be subject to review under the provisions of Article 20 of this Agreement (Grievance and Arbitration Procedure).

ARTICLE 15 - SHOP STEWARD

Two shop stewards, whose duty it shall be to see that there is no violation of the Agreement, shall be designated per the Union. One shop steward shall be designated from, and address issues under the Agreement concerning, the group of persons employed as bus drivers. The second shop steward shall be appointed from, and address issues concerning, the group of persons employed as maintenance workers. The two shop stewards shall not investigate the grievance. Under no circumstances shall an employee be discriminated against by reason of being a shop steward. Shop stewards shall have top seniority, providing they have demonstrated ability to do the jobs needed.

Shop stewards shall not lose wages while taking care of problems during working hours providing problems are necessary and a fair amount of time is used, defined as up to one hour per week on site, upon notice to immediate supervisor. In addition, stewards shall not lose wages while attending grievance hearings or arbitrations and provided that permission is given prior to stopping work. The addition of a second shop steward is not intended to increase the amount of time the shop stewards collectively may spend taking care of problems during working hours or the nature or number of problems addressed during that time.

ARTICLE 16 - UNION ACCESS TO SHOP

Any official representative of this Union shall be permitted to visit the Employer's premises during working hours for the purpose of taking up complaints.

ARTICLE 17 - DISCHARGE OF EMPLOYEES

The discharge of any employee who has been employed full time for a period of sixty (60) days, or six (6) months for part-time employees, must be affected in accordance with the provisions of the Grievance Procedure as laid out in Article 20 of this Agreement. The Union must be notified in writing. Upon receipt of such letter, the Union may elect to dispute the discharge in accordance with the Grievance Procedure.

ARTICLE 18 - JOB ABANDONMENT

Section 1. Any employee absent from work without authorization for a period ten (10) working days following notice from the Employer in the manner hereinafter set forth shall be deemed to have resigned from his or her position if he or she has not provided a satisfactory explanation to his/her supervisor for such absence on or before the eleventh (11th) working day following such notification.

Section 2. After not less than two (2) consecutive days of an employee's unauthorized absences, the Employer shall notify the employee by United States certified mail, return receipt requested, and / or email or other form of overnight mail, to the last known address on record with the Employer, that his or her absence is considered unauthorized. Notification shall be deemed given when mailed.

Section 3. A lump sum payment shall be made to an employee deemed to have resigned pursuant to this Article for any balance of accrued vacation credits after charging the period of the unauthorized absence against such credits.

Section 4. In establishing a satisfactory explanation pursuant to this Article, the employee shall have the burden of establishing by clear and convincing evidence the existence of an extraordinary circumstance giving rise to the failure to respond within the time limits set forth above.

ARTICLE 19 - LEAVES OF ABSENCE

Section 1. Employees may be granted a leave of absence for a period not to exceed three (3) months, upon written application to the Employer, with a copy to the Local Union. When an employee is reinstated following a leave of absence, said employee will be reinstated with previous seniority and classification rating.

Section 2. Family and Medical Leave (without pay)

Employees who have been employed by the Agency for twelve (12) months and have been employed for at least 1250 hours during those twelve (12) months are eligible to take up to twelve (12) weeks of unpaid leave in a twelve (12) month period as provided by the Family and Medical Leave Act for the following reasons: the birth or placement of a child for adoption or foster care; to care for the serious health condition of the employee or the employee's spouse, child or parent.

A. A "rolling date" shall be the method of calculation of the twelve (12) month period ruing which the Family and Medical Leave Act leave may be taken. Upon an employee's request for leave under the Family and Medical Leave Act, the Human Resources Department will review that employee's leave taken during the preceding twelve (12) month period to determine the amount of Family and Medical Leave Act leave to which the employee is entitled.

B. An employee is not required to, but may use all or any part, of accrued annual, personal and sick leave before receiving unpaid Family and Medical Leave Act leave such that the total length of the leave does not exceed twelve (12) weeks. For example, if the employee has two (2) weeks of accrued leave and is eligible for a Family and Medical Leave Act leave, the employee will receive twelve (12) weeks of leave – two (2) paid and ten (10) unpaid.

C. An employee seeking leave due to the serious health condition of the employee, the employee's spouse, child (including adopted child) or parent, when required by the Corporation, must provide to the Human Resources Department a description of the condition and physician's statement which complies with the requirements of the Family and Medical Leave Act.

D. Upon an employee's return from Family Medical Leave Act leave, when appropriate in the determination of the Agency, the employee must present to the Human Resources Department a written authorization from the physician reasonably satisfactory to the Corporation, stating that he/she is able to return to work. The employee will not be allowed to return to work without written authorization.

E. Upon return from the leave, the Agency will place the employee in the position the employee held prior to the leave or in an equivalent position for which the employee is qualified.

F. During the leave, an employee must inform the Human Resources Department (at least once a month) of his/her status.

ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition of a Grievance. A grievance is a dispute concerning the interpretation, application or claimed violation of a term or provision of this Agreement. Other disputes which do not involve the interpretation, application or claimed violation of a specific term or provision of this Agreement, including matters as to which other means of resolution are provided or foreclosed by this Agreement or by statute or administrative procedures applicable to the Employer, shall not be considered grievances.

Section 2. Grievance Procedure

A. First Stage

The first stage shall consist of the employee's presentation of a written grievance to the immediate supervisor (not later than thirty (30) calendar days after the date on which the act or omission giving rise to the grievance occurred) who shall, to the extent necessary or appropriate, consult with and permit the employee to consult with any of the higher ranking supervisors in direct line below the level of the President. Discussion and resolution of grievances in the first stage shall be on an oral basis. No transcript of any such presentation or discussion shall be made. Group grievances shall be presented in the first instance to the lowest ranking supervisor common to all employees in the group. The Corporation agrees that the employee will receive a response to a grievance within ten (10) working days following the date of submission whenever possible.

B. Second Stage

In the event the grievant does not accept the disposition of the grievance obtained in the first stage, the employee may request a review and determination thereof by the President or designated representative. Such request must be made within ten (10) working days after a receipt of the first stage decision. The specific nature of the grievance and the facts relating thereto shall be reduced to writing jointly or separately by the employee and by the appropriate supervisor. The President or designated representative shall, on request of the employee, hold an informal hearing at which the employee and his or her representative may appear and present oral statements, or the President may delegate one or more executives or employees of the Corporation to conduct such informal hearing and to submit a report thereon with recommendations. The final determination of such grievance shall be made by the President or designated representative and reported to the employee or the Union within twenty-eight (28) working days following receipt of the second stage grievance.

C. Third Stage

In the event the grievant does not accept the disposition of the grievance obtained in the second stage, the officers of the Union or their designated representatives shall confer with the President or designated representative in an attempt to resolve the dispute.

D. Fourth Stage

In the event the grievant does not accept the disposition of the grievance obtained in the third stage, it may be referred by either party to arbitration within ten (10) working days, or such longer or shorter time agreed to in writing, after the third stage conference. Such referral shall be made by written demand for arbitration served upon the other and the arbitration shall be before an impartial arbitrator obtained from a panel of arbitrators whose names are maintained by the New York State Public Employment Relations Board.

In regard to contract grievances, the demand for arbitration shall be comprised of a clear statement of the grievance, names of the employee or employees involved, and the specific agreement provision in dispute. The method of selection of the arbitrator from the panel for a particular case shall be by agreement or failing agreement, by the procedures then in effect for such selection by the New York State Public Employment Relations Board.

Both parties agree that the arbitrator shall have no power to add to, to subtract from or to modify the provisions of this Agreement in arriving at a decision. The arbitrator shall be confined to the precise issue submitted for arbitration. The decision of the arbitrator shall be final and binding, consistent with the provisions of CPLR Article 75.

All fees and expenses of the arbitrator and collateral expenses which may be involved in the arbitration shall be divided equally between the parties, provided however, that each party shall bear the cost of preparing its own case.

Section 3. Miscellaneous

A. The Corporation may initiate contract grievances at the third stage prior to arbitration. If the matter is not resolved, the Corporation may proceed to arbitration.

B. No transcript is required at any stage. However, either party may at its own expense obtain a transcript at the third stage of arbitration and shall furnish copies to the other party and the arbitrator.

C. Each contract grievance shall contain a short plain statement of the grievance and shall state the specific provision of the Agreement claimed to have been violated.

D. Failure of the Corporation to meet deadlines specified herein shall permit advancing the matter to the next stage, unless such deadline is waived by mutual agreement between the Corporation and the Union. Failure of grievant or the Union to file an appeal within the time limits specified shall be deemed to be a settlement of the grievance unless such time limit is waived by mutual agreement between the Corporation and the Union.

E. A settlement of or an award upon a contract grievance mayor may not be retroactive as the equity of each case may demand, but in no event shall such a resolution be retroactive to a date earlier than thirty (30) days prior to the date the contract grievance was first presented or the date when the act complained of occurred, whichever is the later date.

F. A settlement shall constitute precedent only if the President of the Union and the President of the Corporation agree that such settlement shall have such effect.

G. In case of discharge, the process may move directly to the second stage.

ARTICLE 21 - CODE OF CONDUCT

Each employee acknowledges that he or she has received a copy of the Corporation's Code of Conduct. Each employee agrees to abide by and consistently conduct himself/herself in accordance with the requirements of the Code of Conduct at all times while employed by the Corporation. A copy of the RIOC Employee Code of Conduct is attached as Addendum A.

ARTICLE 22 - SANITARY CONDITIONS

The Employer shall keep its premises in a clean and sanitary condition, protect the machinery, equip its premises with a medicine chest containing the necessary medicine and bandages for use in emergency cases and carry insurance in the manner provided by the Workers' Compensation Law of the State of New York. The Employer shall provide a suitable dressing room or locker for the clothes of each employee. The Union shall hold the Employer harmless where it is beyond his control to provide such conditions.

ARTICLE 23 - HOURS AND OVERTIME

Section 1. The normal workweek shall be five (5) days per week, from Friday through Thursday inclusive, with two consecutive days off per week. Bus Operators may, at RIOC's discretion, be scheduled to work split shifts. If an employee works more than eight (8) hours per day or forty (40) hours per week, said employee shall be paid at the rate of time and one-half (1 1/2) for such overtime. In any week during which a holiday occurs, the holiday shall be regarded as a regular day worked.

Section 2. Management shall, after a thirty (30) day period during which the Union shall be given notice and opportunity for discussion, be free to introduce new schedules for drivers.

Section 3. RIOC and Local 210 are in agreement regarding newly initiated procedures for overtime assignment. Wherein each RIOC Bus Driver prepared a list of his/her own days/times that he/she could be available for O/T. Consequently, all O/T is offered and distributed in accordance with such list. As a driver is assigned O/T, or refused O/T his/her name will then fall to the bottom of the list until such time as the rest of the available staff has been assigned or refused. A log book of all OT assignments is kept by the Bus Garage Manager for review.

Section 4. RIOC may from time to time modify / change procedures for overtime assignments, and will duly notify Local 210 of any such modifications / changes.

ARTICLE 24 – BREAKS

Each employee shall receive one 15-minute break per day at a time agreed to by the employee's supervisor. This break shall be considered the employee's own time. On each regular payday, the break shall be combined with a reasonable additional amount of time for employees to conduct bank business. During inclement weather, requests for nominal breaks shall not be unreasonably denied. Employees who abuse the break or nominal breaks discussed herein (for example by taking an unauthorized break, being absent without leave, or returning late from break) shall be subject to discipline, up to and including discharge.

ARTICLE 25 - WELFARE FUND AND SUPPLEMENT BENEFITS

Teamster Local 210 Affiliated Health and Insurance Fund, Local 210 Affiliated Supplemental Benefit Plan, Local 210 Prepaid Legal Fund and Local 210 Scholarship and Education and Local 819 Pension Fund.

Notwithstanding anything else to the contrary contained herein, it is hereby agreed that, at the sole discretion of the Union, the Union may designate a different ERISA Qualified Benefit Fund to receive the Employer's contributions on behalf of employees. Such designation shall be communicated to the Employer in writing. Upon receipt thereof or upon the date specified therein, the Employer shall cease to make contributions to the Benefit Fund designated herein and shall thereafter make contributions to the Benefit Fund subsequently designated, provided however, that the Employer's contribution rates shall not be increased. The Employer further agrees to execute a participation agreement, if required, by any subsequently designated Benefit Fund.

Section 1. The Employer agrees to provide coverage under Teamsters Local 210 Affiliated Health & Insurance Plan, Local 210 Affiliated Supplemental Benefit Plan, Local 210 Prepaid Legal Fund, Local 210 Scholarship and Education Fund and Local 819 Pension Fund per month for each employee covered by this Agreement.

Section 2. The Employer agrees to contribute to the Plans the following amounts per month; per eligible employee covered by this agreement who has completed thirty (30) days of employment for full-time employees and six (6) months for part-time employees. The Contribution is due on behalf of each employee provided that the employee has worked at least one (1) day in the month. The Employer also agrees to make the contribution on behalf of employees who are medical leave, workmen's

compensation, or a disability compensation leave, but not in excess of twelve (12) weeks. The Employer further agrees to increase the monthly contribution to the employee in the amounts listed below:

	SINGLE	FAMILY	SCHOLARSHIP	LEGAL	SUPPL	PENSION
4/1/17	$930	$1180	$20	$20	$70	$426
4/1/18	$960	$1230	$25	$25	$75	$426
3/31/19	$990	$1280	$25	$25	$80	$426

Effective January 1, 2008:
Local 210 Affiliated Health and Insurance Fund
C/o Crossroads Healthcare Management, LLC
PO Box 090430, Staten Island, NY 10309

Local 210 Affiliated Supplemental Benefit Fund
C/o Crossroads Healthcare Management, LLC
P.O. Box 090430, Staten Island, NY 10309

Local 210's Scholarship and Education Fund
55 Broad Street, 11th Floor, New York, NY 10004

Local 210's Prepaid Legal Services Fund
55 Broad Street, 11th Floor, New York, NY 10004

Local 819 Pension Plan
c/o Savasta and Company
60 Broad Street, 37th Floor, New York, NY 10004

Section 3. The Plans shall at all times be administered by a Board of Trustees having equal representation from the Union and the Employer, as set forth in the Trust Agreement. The Employer agrees to be bound by the provisions of the Trust Agreement governing the Plans.

Section 4. The Employer shall file contribution reports acceptable to the Trustees of the Plans together with the required contributions on or before the fifteenth (15th) day of the month following the month for which the payment is required. If payment is not made when due, the Employer shall pay interest on the unpaid amount at the rate of twelve percent (12%) per annum from the date the contribution was due until the date of payment.

Section 5. The Trustees of the Plans, acting in accordance with their authority under the Trust Agreement, shall use the contributions to provide benefits to covered employees and to defray administrative costs of the Plans. No Employer or employee covered by this Agreement, nor the Union, shall have any right, title or vested interest or claim against contributions required to be paid hereunder or previously contributed to the Plans, other than benefits to which said employee may be entitled under the terms of the Plans.

Section 6. The Employer agrees to permit an authorized representative of the Plans to review its records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Plans. In the absence of an audit, the Trustees may determine the amount of contributions due from the Employer for any month to be equal to the applicable contribution rate times the highest number of employees reported by the Employer in the last twelve months.

Section 7. If the Trustees terminate coverage under the Plans for any employees covered by this Agreement due to the Employer's failure to make contributions when due, the Employer shall be responsible to each such employee for any loss incurred by such employee, which would have been covered by the Plans.

Section 8. In the event the Employer fails or refuses to make the contributions within the time provided hereunder, the Trustees of the Plans are authorized to take any and all legal action as they determine appropriate, including arbitration under the Arbitration Clause provided for in this Agreement for the purpose of collecting the delinquency from the Employer; provided, however, that nothing herein shall be deemed to obligate the Trustees to utilize the Arbitration Clause hereunder, and failure to arbitrate under such Clause shall not be a defense to the Employer in a collection action against the Employer by the Trustees for contributions. In the event of a collection action or arbitration, the Trustees may elect to have judgment entered based on the average number of employees reported by the Employer on any report filed by the Employer during the one (1) year period preceding the institution of such legal action or arbitration.

In the event legal action is taken as provided for herein, the Employer shall become responsible for the following, in addition to the contributions due and owing:

A. Reasonable attorneys' fees
B. The cost of audit
C. Interest on the unpaid contributions at the rate of twelve Percent (12%) per annum
D. Arbitration and court costs

Section 9. Employees may elect to Opt-out of the group health insurance program. In doing so, employees must provide proof of alternative coverage and will receive $1,000 or $3,000 Opt-out payment for the cessation of individual or family coverage respectively.

Section 10. The Employer will provide one (1) pair of prescription safely glasses every two (2) years for bus maintenance and facilities handyman personnel who wear prescriptive glasses. The procedures for establishing eligibility, acquiring glasses, and receiving reimbursement shall be determined by the Employer.

ARTICLE 26 - PART-TIME EMPLOYEES

Section 1. Part-time employees" shall be those who do more than one-thousand (1000) hours of bargaining unit work in a twelve (12) month period. Such individuals shall be subject to a probationary period of one (1) year, which RIOC may, in its discretion, extend for an additional six (6) months. During the probationary period employees may be dismissed for any reason (said dismissal shall not be subject to the grievance / arbitration provisions of the Agreement).

Section 2. Part-time employees shall receive eighty percent (80%) of the wage rate applicable to their job for the first two (2) years of their employment and eighty-five (85%) thereafter. The Employer shall make benefit contributions at the "single" rate on behalf of part-time employees who work or will work one-thousand (1000) hours or more in a twelve (12) month period. Such part-time employees seeking family coverage shall be permitted to pay the difference between individual covered. Individuals who do not perform covered work for a minimum of one-thousand (1000) hours in the previous calendar year will continue as members of the Union, but will not be coverage for any benefits under this Agreement. The Employer shall not be obligated to make any benefit contributions on behalf of any individual(s) who do not do sufficient work to be covered under this Agreement.

Section 3. Part time employees will be eligible for union membership on the first of the month following one year of service, provided they have completed at least 1,000 hours of covered work. For purposes of: seniority for shift bidding, leave accrual, vacation requests and hourly pay rate progression/increase, the date of union enrollment will be the effective seniority date for all part-time employees transferring into Local 210 Union Status.

Section 4. Vacation and sick time shall be accrued as follows based on the *Union Seniority Date;* time worked prior to Union membership will not count toward accrual crediting. The following schedule is based on accrual balances which would be posted at April 1st of each calendar year.

VACATION:

6 months to one year	- One day per each full month worked as a union member (prorated according to # of hrs worked)
Union seniority of at least 1 year	- 10 days (prorated according to # of hrs worked)
Union seniority of at least 4 years	- 15 days (prorated according to # of hrs worked)
Union seniority for at least 10 years	- 20 days (prorated according to # of hrs worked)
Union seniority for at least 20 years or more	- 25 days (prorated according to # of hrs worked)

Prorating of hours for paid time off shall be calculated according to the number of hours worked versus the regular full-time shift of 8 hours. EXAMPLE: A Union Part-timer who regularly works a 25 hour workweek consisting of five, 5 hour days would receive vacation days at 5 hours per day.

*RIOC will not use the removal of the hour cap for part-timers to avoid hiring/promoting full-time employees.

SICK LEAVE:

1st & 2nd years w/ union membership – 6 days (prorated according to # of hrs worked)
3 or more years – 11 days (prorated according to # of hrs worked)

Prorating shall be calculated as stated above. Sick time taken prior to the 1st anniversary shall be deducted from the first year anniversary accrual balance.

HOLIDAYS:

Holiday hours worked shall be paid as straight time, plus an additional prorated number of Holiday hours will be paid added to the employee's week's total.

FLOATING HOLIDAYS:

Shall be an additional two (2) days of pro-rated paid time off to be used at the employee's discretion.

BIRTHDAY HOURS:

Shall be a pro-rated number of hours to be paid for the employee's birthday. If the employee works on his/her birthday the birthday prorated hours will be added to the employee's weeks total.

Section 5. An employee who chooses to transfer from Full-time to Part-time status shall be required to resign his/her full-time status and request part-time status. Such changes will be approved at the discretion of Management based upon operation necessity, and will be approved for effect only in conjunction with a shift bid process (i.e. June and December of each year). All such changed will remain in effect for a minimum of one year. Requests for transfer back to full-time status will only be reviewed by management at such time as a full-time position has become available either thru attrition or an increase in staff has been approved.

All available full-time positions will be posted via the shift-bid sign-up sheet. Full-time position may be filled by active part-time employees applying for the position. Transfer to a full-time slot is considered a promotion and award of such promotion will be determined by a number of factors, including, but not limited to:

- Seniority
- Performance record
- Attendance
- Employee flexibility

ARTICLE 27 - SEASONAL EMPLOYEES

"Seasonal employees" shall be those hired for the period from May through September, and shall not be covered by the terms of the Agreement.

ARTICLE 28 – APPRENTICES

Employees who would otherwise be covered under the Agreement (i.e., full-time or regular part-time) may, subject to the Agreement of the parties on a case-by-case basis, be employed as "Apprentices", at wage and benefit rates commensurate with job duties, but less than that applicable to the full-time employees in the classification(s). Apprentices shall be eligible for wage increases, based on merit, prior to their becoming regular employees, and provided, however, that the wage rates shall not exceed those applicable to the regular full-time employees in their classification.

ARTICLE 29 - UNIFORMS

The Corporation shall continue to supply uniforms to post probationary employees whom it requires to wear uniforms as a condition of employment. For the purpose of this article, the required uniform shall be comprised of work pants, long sleeve and short sleeve work shirts, summer and winter

baseball style caps, tee shirts, fall/spring jacket, winter jacket for mechanics and handymen only, vests for bus drivers and their relief only, and waterproof headwear to the employees regularly assigned to outdoor duties. The employer will provide for the laundering of uniforms and the repair or replacement of uniforms for normal wear and tear and job-related reasons. Employees shall be financially liable for issued uniform items which, through no fault of the employer, have been lost, stolen, or damaged beyond repair. The employer will issue new replacements at its discretion. Each employee required to wear a uniform shall receive on October 1 of each year a $250.00 payment for the purchase of work boots, gloves, thermal wear and any other articles of clothing or equipment incidental to the employee's work clothing required by the employer and not provided by the employer pursuant to this Article. Any such items to be purchased from such payment that are lost or damaged for any reason shall be replaced by the employee at the employee's sole cost and expense.

Employees required to wear uniforms shall wear complete uniforms during all working hours. The parties agree that employees shall not be permitted to wear shorts regardless of the season. Uniforms will be neat and clean at the start of the shift and will be worn in the normal and appropriate manner. Uniforms shall not be altered. Sleeves shall not be removed nor shall any patches, emblems, imprint button or designs be added without the prior written approval of the employer. Uniforms remain the property of the employer or its leasing company. Employees shall return the uniform items issued to them in serviceable condition on request or upon termination from employment. The employer may withhold money from a final salary payment to a separated employee to recover the cost of property, equipment, uniforms, tools, or other items owned by the employer and not returned to the employer by the separated employee.

ARTICLE 30 - VACATION AND VACATION PAY

Section 1. Vacation schedules shall be agreed upon between the Union and the Employer. Whenever a paid holiday falls during the employee's vacation, such employee shall receive an extra day's pay or be granted an extra day off. The vacation schedule is determined as set out below.

Section 2. Maintenance Workers

The following provisions are applicable only to employees employed as maintenance workers:

A. There is no specific vacation season;
B. Vacation schedules shall be determined based upon seniority bidding;
C. An employee may schedule vacation in up to two (2)-week blocks, unless a larger block of time is agreed to by the Employer;
D. Vacation must be taken in blocks of at least a one (1) week period, except upon agreement of the Employer (not to be unreasonably denied);
E. Employees must give at least two (2) weeks notice for single vacation days (if approved by the Employer), and thirty (30) days notice for vacation period of one (1) week or more; notice may be waived by the Employer;
F. No more than one (1) employee may schedule vacation for the same time period unless agreed to by the Employer.

Section 3. Drivers

The following provisions are applicable only to employees employed as bus drivers:

A. The vacation season shall be June 1st through September 15th and all vacations must be taken during this time period. Requests for vacations outside of the vacation season shall be at the sole discretion of the Employer, but not unreasonably denied;

B. During vacation season, vacation schedules shall be determined based upon seniority bidding;

C. The employee (in seniority order) may schedule vacation in blocks of no less than one week and no more than two weeks starting on the day of their choice;

D. The vacation schedule is determined as of May 1st of each year and all vacations must be scheduled by that date.

Section 4. The following provisions are applicable to all employees covered by the expired Agreement:

A. Whenever a paid holiday falls during the employee's vacation, such employee shall receive an extra day's pay or be granted an extra day off.

B. The following is the basis for determining vacations:

Employed at least 6 months to 1 year	Pro-rated
Employed at least 1 year	2 weeks
Employed at least 4 years	3 weeks
Employed at least 10 years but less than 20 years	4 weeks
Employed at least 20 years	5 weeks

Section 5. Part-time employees will be credited pro-rata share of the benefits under the same terms and conditions of the Agreement.

Section 6. Employees given two (2) weeks notice shall receive pro-rated vacations. An employee discharged for just cause shall not be entitled to vacation pay.

ARTICLE 31 - PAID SICK DAYS

All employees who have completed the probationary period are accumulating paid sick leave at the rate of six (6) paid sick days per year. After one (1) year of employment, each employee shall accrue six (6) paid sick days for the second year of employment. After two (2) years of employment, each employee shall accrue eleven (11) paid sick days for each succeeding year of employment. Part-time employees will be credited pro-rata share of the benefit under the same terms and conditions of the Agreement.

Employees shall be paid at straight time rates for any accrued but unused sick days remaining at the end of each year. Part-time employees are entitled pro-rata share for any unused sick days remaining at the end of every year. Beginning with the second year of employment, an employee shall be permitted to borrow against the full year's accrual in the case of sickness or injury requiring absences beyond the days accrued. If the employee's employment terminates before such loan has been paid back by accrual, the difference shall be deducted from any monies owed to the employee at the time of

termination. The employee is obligated to repay such advanced sick days even if he or she has no monies due at termination.

ARTICLE 32 - JURY DUTY

After the probationary period, all employees who are required to serve on the jury shall receive the difference in wages which he or she normally earns per week, for a 'maximum of three (3) weeks; this benefit to be used whenever needed during the term of this Agreement. Sufficient proof must be presented to Employer prior to taking jury duty leave.

ARTICLE 33 - HOLIDAY AND HOLIDAY PAY

Section 1. All holidays provided hereunder shall be observed on the same days designated for observance by RIOC management.

Section 2. Employees employed for a period of thirty-one (31) days shall receive a full day's pay, and except if it is the employee's regularly scheduled work day, shall not be required to work on the following holidays, regardless of the day of the week upon which the holiday falls:

New Year's Day	Columbus Day
Martin Luther King Jr. Birthday	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Day
4th of July	Employee's Birthday
Labor Day	2 Floating Holidays

Section 3. The Employee's birthday and the floating holidays must be scheduled to be taken off at least two (2) weeks in advance.

Section 4. An Employee, in order to be entitled to holiday pay, must work at least the day before and the day after said paid holiday unless absence is due to confirmed illness or other confirmed excuse.

Section 5. Whenever a paid holiday falls during the employee's vacation, such employee shall have his vacation extended by one day.

Section 6. In the event that an employee is required to work on a paid holiday, said employee shall be paid at the rate of time and one half plus a regular day's pay.

Section 7. An employee laid off for lack of work shall receive vacation pay for any contractual holiday occurring within seven (7) calendar days of his termination.

Section 8. Part-time employees will be credited pro-rata share vacation pay under the same terms and conditions of the agreement.

ARTICLE 34 - WORK RULES

Management may promulgate and modify reasonable work rules. New work rules or modifications of existing work rules shall be effective after a thirty (30) day period during which the Union shall be given notice and opportunity for discussion.

Certain certificates/licenses shall be required for the following employees covered under this bargaining unit: *Facilities Handypersons, Facilities Foreman, Facilities Apprentice, Bus Mechanics, and Bus/helper/cleaners.* For current employees, the timeframe for obtaining such certifications/license shall be eighteen (18) months from the date of this agreement. RIOC will provide training and certification where available. For those certifications issued by NYC or any other agency, RIOC will be responsible for the payment of all application/testing fees for such licenses.

ARTICLE 35 - SEVERANCE PAY

Section 1. Accumulated sick day pay and vacation pay should be paid to any employee whose employment is terminated for other than just cause.

Section 2. In the event of a permanent layoff, whether because of the elimination of a position, the contracting out of work, or the going out of business by the Employer, an employee shall be entitled to severance pay in the amount of one-half (1/2) of one week's straight time pay for each full year of continuous service, measured from his or her last date of hire, to a maximum of six (6) weeks severance pay for twelve (12) or more years of continuous service.

ARTICLE 36 - WAGE PAYMENTS

Section 1. Wages shall be paid to the employees every other week on a regular established pay day.

Section 2. All employees classified as "Handymen" will participate in twenty-four (24) hour on-call duty, on a rotating one week period basis. Such scheduled on-call duty will be assigned by the men one month in advance and may be swapped amongst the staff, based on the stipulation that one Handyman will always be on call. Employees will receive a $50.00 per on-call week which shall be paid with the following regularly scheduled payroll period.

Section 3. Classification of "Foreman" for the Handyman group shall have the rate of $2.50 per hour higher than the current Handyman rate of pay.

Section 4. The sole bargaining unit member designated as "Lead Mechanic" for the Bus Mechanic group shall be $2.50 per hour higher than the current Mechanic rate.

Section 5. "Bus Operator / Cleaner "shall be paid at the same hourly rate of pay as a part-time Bus driver which is 80% or 85% of the full-time rate pay for a regular full-time Bus Driver.

Section 6. "Bus Operator / Mechanic" shall be paid at the same hourly rate of pay as a regular Bus Mechanic.

Section 7. Apprenticeships may be utilized within the Handymen classification. Such apprentices shall enter the pay scale progression based on training and experience as follows:

Year 1 – 80% of Jr. Handyman rate
Year 2 – 85% of Jr. Handyman rate
Year 3 – 90% of Jr. Handyman rate
Year 4 – 95% of Sr. Handyman rate
Year 5 – 100% of Sr. Handyman rate

Section 8. Shift Differential – The parties agree that there will be no shift differential in pay for any shift.

ARTICLE 37 – WAGE SCHEDULE

The hourly rates for drivers, handymen and mechanics shall be as set forth in Schedule A. Junior classification will receive $.50 less than the wage scale during the two-year progression to senior status.

ARTICLE 38 – MANAGEMENT RIGHTS

Section 1. The management of the business and the direction of the working force are vested solely and exclusively in the Employer and shall not in any way be abridged except as specific restrictions are set forth in this Agreement.

Section 2. The Employer hereby retains the sole and exclusive control over all matters concerning the operations, management, and administration of its business; the determination of the location, relocations, or termination of any or all of its facilities including, without limitation, the consolidation or merger with any other firm or entity; the determination of the services to be rendered at any or all such locations; the determination as to whether such services or any other work shall be made, subcontracted or purchased; the direction, instruction and control of employee including, but not limited to, the determination or the number and qualifications of employees to perform work, the determination of quality and quantity standards and the required employee performance in all job classifications to such standards, the assignment of work or overtime, the right to select, hire, lay-off, reclassify, upgrade, downgrade, promote, transfer, discipline, suspend or retire; the right to determine job content and to create new job classifications; the right to combine and/or eliminate job classifications and to establish new rates of pay therefore; the right to determine the hours of work (including scheduling of Bus Operators to work split shifts), the starting and quitting times, the processes, methods and procedures to be employed; and the right to make and enforce rules, including safety matters, and to perform all other functions inherent in the administration, management, control and/or direction of business, except as expressly and specifically limited by the terms of this Agreement.

Section 3. The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth; the Employer therefore retaining all rights not otherwise specifically covered by this Agreement, irrespective of whether or not the same have been heretofore exercised. The Employer agrees all sections will be reasonable and normal.

Section 4. There shall not be any required functional distinction between the classification of Junior Handyperson and Handyperson, other than length of service. There shall not be any required ratio of Junior Handypersons to Handypersons.

ARTICLE 39 – BEREAVEMENT

After the probationary period, all employees shall receive up to three (3) working days off with pay in case of death in the immediate family, for the purpose of attending the funeral. Immediate family shall include mother, father, sister, brother, husband, wife, son and daughter; this benefit to be used whenever needed during the term of this Agreement. Proof of attendance may be required.

ARTICLE 40 – TEAMSTERS 401(K) PROGRAM

The Employer agrees to become a participating employer in the Teamsters National 401(k) Program, effective immediately, with no employer contributions or match. The Union agrees to hold the Employer harmless and indemnify the Employer for the cost of any legal proceedings (including but not limited to counsel fees, judgments, etc.) brought against the Employer for its participation in this Program.

ARTICLE 41 – MISCELLANEOUS

Section 1. Any wage difference between Local 210 members and those employees covered by a separate agreement is negligible and wages for all classes covered by this collective bargaining agreement shall remain until such time as an agreed upon wage increase takes place.

Section 2. Employees classified strictly as Mechanics will not be regularly scheduled to drive RIOC Red buses, except in the instance of moving such buses for the purposes of maintenance related issues, or for emergency coverage. A new classification shall be created establishing a "Bus Operator/Mechanic" who shall perform both functions. Such classified employee shall be paid at the highest current Mechanics rate of pay.

Section 3. Handymen are skilled workers and should not shovel snow by hand, but should operate snow removal equipment. Distribution of equipment is a management issue, and that the primary first responders for snow removal are not covered by this agreement. When such time as O/T is offered to those employees covered by this agreement, the union recognizes that this is "voluntary" O/T and the employee shall perform tasks as assigned. In the case of emergency/mandatory coverage, RIOC agrees that management will enforce a more equitable distribution of assets. However, hand shoveling may be necessary to complete any/all jobs where snow removal equipment is not practicable by any/all RIOC employees.

Section 4. Declared State of Emergency – When a RIOC/City/State of emergency is declared, all staff, under this contract, are required to report to work. Those on vacation, sick leave or approved Leave of Absence will not be required to report to work.

Section 5. Force O/T – It is agreed that overtime hours will generally not be disseminated in a "force" manner. Emergency situations may require extra duty hours from time-to-time.

Section 6. Drivers' breaks are scheduled into the full-time schedules. Emergency breaks can be given, when needed, by the driver contacting the Bus Garage for assistance.

Section 7. How do Bus Drivers deal with passengers who:

Don't pay the fares
Don't follow rules

Threaten or Harass Bus Drivers

RIOC shall reinforce its training efforts for Drivers and ensure that all Drivers are well versed applicable procedures. RIOC Drivers should always follow pre-prescribed rules of payment and safety for all passengers. Generally, should any passenger refuse to follow such rules or threaten the driver or any other passenger, Public Safety should be immediately contacted to defuse the situation.

ARTICLE 42 - COMPLETE AGREEMENT

Section 1. The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area and that all decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement. Therefore, it is agreed that the items herein set forth contain the complete agreement between the parties for the term of this Agreement. The right to present any demands or proposals on any matter, whether or not discussed during the negotiations that led to this Agreement, is hereby waived by the Employer and the Union for the terms of this Agreement.

Section 2. The Employer is permitted to make and enforce any reasonable rules which do not conflict with the provisions of this Agreement, provided the employees are notified prior to the rules becoming effective.

Section 3. The waiver by either party of any provision or requirement of this Agreement shall not be deemed a waiver of such provision or requirement for the future or in the past, and shall not constitute a modification of this Agreement, unless such provision or requirement is reduced to writing and signed by the parties to this Agreement. An arbitrator shall have no authority to determine or consider that this provision has been waived.

ARTICLE 43 - TERM OF AGREEMENT

This Agreement shall continue in full force and effect through March 31, 2019 inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to the end of any twelve (12) month effective period either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. In this event, the parties shall attempt to reach an agreement with respect to the proposed change or changes. In the event the parties do not reach a written agreement by the expiration date in the particular year, as provided for herein [MISSING?]

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

In Witness Whereof: The parties hereunto have caused these present to be executed by duly authorized officers and have hereunto set their hands and seal this ____day of _____, 2018.

ROOSEVELT ISLAND OPERATING CORP.

By: S. Rosenthal, Pres/CEO

Date: 9/17/18

LOCAL 210, I.B.T.

By: [illegible]

Date: 9/4/18

By: [illegible]

Date: 9/4/18

COMMITTEE

By: _____

Date: _____

Schedule A

Current

	4/1/15	4/1/2016	4/1/2017	4/1/2018
Sr. Driver	$23.79	$24.27	$24.76	$25.26
Jr. Driver	$23.29	$23.77	$24.26	$24.76
80% PT Driver	$19.12	$19.50	$20.28	$20.69
85% PT Driver	$20.22	$20.62	$21.03	$21.45
Bus Operator/ Cleaner	$18.61	$18.98	$19.36	$19.75
Bus Operator/ Mechanic	$25.28	$25.79	$26.31	$26.84
Facilities Handyperson	$25.38	$25.87	$26.39	$26.92
Jr. Handyperson	$24.88	$25.37	$25.89	$26.42
Facilities Foreman	$27.88	$28.37	$28.89	$29.42
Bus Mechanic	$25.29	$25.80	$26.32	$26.85
Jr. Bus Mechanic	$24.79	$25.30	$25.82	$26.35
Bus Mech. Foreman	N/A	$28.30	$28.82	$29.35

Junior classification will receive $.50 less per hour than the wage scale during the two (2) year progression to senior status.

Addendum A

EMPLOYEE CODE OF CONDUCT

It is the responsibility of each employee to maintain a professional work environment at all times when engaged in the conduct of the Corporation's business. Employees are expected to consistently exercise the highest level of professionalism and to exhibit the highest ethical standards.

Employees are required to treat all other employees with dignity and respect and always to conduct themselves in a courteous and professional manner at all times. Employees are never to harass or verbally abuse other employees or those with whom the Agencies do business. Employees are required to adhere to all policies adopted by the Agencies and carry out the directives of their supervisors.

The Corporation maintains a professional work environment. Employees must dress in a manner appropriate for the conduct of the Corporation's business. Outlandish or overly casual attire is prohibited. Employees are prohibited from taping work-related conversations, whether such conversations are by telephone, in person or by any medium without the written permission of the Corporation's Counsel. Smoking is prohibited in all enclosed areas of the Corporation and otherwise as required by law. Personal use of telephones must be minimized.

Certain types of conduct may result in disciplinary action against the employee up to and including termination from employment. This type of conduct includes, but is not limited to the following:

1. Insubordination which is defined as refusing to follow the direction of the supervisor, defiance of or disrespect for the authority of a supervisor or other representative of management, or refusal or failure to follow Corporation rules or regulations;

2. Poor or unsatisfactory work performance, including but not limited to lack of productivity or poor quality work;

3. Fighting, instigating a fight, threatening violence, disruptive behavior, harassment or verbally abusing co-workers, supervisors, managers or those with whom the Corporation does business;

4. Use of or possession of illegal drugs, alcohol or other controlled substances on Corporation work premises;

5. Abuse or misuse of the Corporation property or equipment including, but not limited to, the Corporation information or communication systems;

6. Unauthorized absence from work;

7. Theft or attempted theft of Corporation property or time or the property of another employee or removing or attempting to remove Corporation property from the premises without proper authorization;

8. Unauthorized possession of firearms or other weapons on Corporation property;

9. Falsification of pre-employment documents or any other misleading information on documents or records, including but not limited to timesheets;

10. Any actions that cause or contribute to an unsafe condition or health hazard that may affect the employee or fellow employees;

11. Non-compliance with all conflict-of-interest and ethic laws, rules, regulations, ruling or alike applicable to Corporation employees including, but not limited to, the appearance of impropriety;

12. Any illegal or unethical behavior, whether in the course of the employee's employment or not, that creates potential liability to the Corporation by continuing to employ the employee or which projects an unfavorable image of the Corporation to the public;

13. Conviction of a crime that creates potential liability to the Corporation by continuing to employ the employee or which projects an unfavorable image of the Corporation to the public;

14. Violations of any laws, rules, regulations, ruling or alike governing the conduct of public employees and/or public officers;

15. Sexual Harassment or other illegal discriminatory acts creating or contributing to a hostile work environment. All employees have the right to a work environment free from intimidation and harassment. Sexual harassment of Corporation employees is strictly prohibited. The Corporation prohibits any physical, verbal or visual harassment. Employees who are found to have sexually harassed others will be subject to discipline, up to and including discharge from employment;

16. Providing false information in an official Corporation investigation or inquiry or willfully failing to cooperate with such investigation;

17. Excessive absenteeism;

18. Excessive tardiness.

19. This Code of Conduct may be modified by management. Modifications shall be effective after a thirty (30) day period during which the Union shall be given notice and opportunity for discussion.

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