

# Transit Management of Charlotte, Inc.

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## Mediation Settlement Agreement

This Mediation Agreement (“Agreement”) is made and entered into as of this \_\_\_\_ day of April 2021 between the International Association of Sheet Metal, Air, Rail and Transportation (SMART) (“Union”), Transit Management of Charlotte, Inc. (“TMC”) and those identified as the Extra Board Operators as it pertains to the instant grievance.

On April 9, 2021, the parties met in mediation to discuss a Grievance filed on November 23, 2020 on behalf of all Extra Board Operators. The Union and TMC agree to the following:

1. Operator Jocelyn Roseboro (payroll 6997) will be paid four (4) hours of runaround time at straight pay in accordance with Article XXVII-Grievance and Arbitration Procedures, Section B-Rules, (9)-Monetary Grievances.
2. This Agreement in no way changes the intent or the enforceability of the Operations Agreement Appendix A, Runaround Pay.
3. This Agreement **will not** be used by either party as precedent or practice in any past, present or future grievance or arbitration proceedings for other employees.
4. This Agreement **will** be used in future grievance or arbitration proceedings involving run around claims for the Extra Board.
5. It is understood and agreed by the parties that TMC expressly denies any wrongful conduct with respect to the underlying grievance.
6. This Agreement is final and binding. Each party to this Agreement acknowledges that they have had an opportunity to read and understand its contents. It is agreed and understood that this Agreement in no way modifies the intent, substance or the enforceability of TMC’s Standards of Excellence Work Rules or the terms of parties’ Collective Bargaining Agreement. All signatures must be affixed below before this document is valid.

By: **Joseph Paglia, General Chairperson**  
**SMART UNION**

\_\_\_\_\_  
Date

By: **Benjamin Limmer, General Manager**  
**TRANSIT MANAGEMENT OF CHARLOTTE, INC.**

\_\_\_\_\_  
Date

