AGREEMENT

BY AND BETWEEN

FIRST TRANSIT, INC.
(MADERA, CALIFORNIA)

AND

AMALGAMATED TRANSIT UNION,
LOCAL 1027, AFL-CIO, CLC

DATE OF RATIFICATION
(APRIL 20, 2017)

TO

JUNE 30, 2022
AGREEMENT

This Agreement is entered into between FIRST TRANSIT doing business as First Transit (hereafter "Company") and the Amalgamated Transit Union, Local 1027 (hereinafter 'ATU"), and has as its purpose: The establishment of wages, hours of work, and other terms and conditions of employment. In the event ATU or the Company becomes aware of a practice, procedure, or activity which is not in compliance with this Agreement, then notwithstanding such practice, procedure, or activity, the parties shall immediately comply with the applicable provision of the agreement, rule, regulation, or statute.

ARTICLE I
RECOGNITION

Section 1.1 - Recognition of the ATU

The Company recognizes ATU as the exclusive representative of "employees" as defined in Section 1.2 of this Article for purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for all such employees.

Section 1.2 - Definition of Employees

Whenever used in this Agreement, the term employee(s)" shall mean all regular, full-time, and part-time non-probationary Dispatcher and Drivers, employed by the Company and based in Madera County, California and who perform work for the City of Madera transit program, under contract to the City of Madera, M.A.X., but excluding temporary clerical personnel, professional employees, confidential employees, Road Supervisors, Dispatch Supervisors; and Safety and Training Supervisors, Maintenance Supervisors, Administrative Assistants and any other supervisors as defined in the National Labor Relations Act.

Section 1.3 - Definition of Probationary Employee

An employee who has never accrued seniority under this Agreement or predecessor agreements between the Company and ATU, or an employee hired after termination of seniority shall be in "Probationary" status until he/she has completed sixty (60) calendar days. The discipline or discharge of an employee who is in a probationary status shall not be in violation of this Agreement. For clarification of this section, drivers will start their probation on the first day of revenue service following the completion of training. Probation for all other employees will commence on the first day of employment.

Any employee who misses fourteen (14) consecutive days or more shall have their probationary period extended for an equal amount of time missed.

Section 1.4 - Job Classes

The classification of jobs as described in Section 1.2 of this Agreement is defined as follows:
a) A regular full-time employee is defined as an employee regularly scheduled to work thirty-five (35) hours or more in a work week.

b) A regular part-time employee is defined as an employee regularly scheduled to work at least seventeen (17) hours but less than thirty-five (35) hours in a work week, however the Company may schedule a part-time employee less than seventeen (17) hours in a workweek upon request of the employee. From time to time, part time employees may be required to work more than thirty-five (35) hours in a workweek to meet unusually high service demands or other unusual situations.

c) A temporary employee is defined as an employee assigned to work for a period of less than thirty (30) calendar days and who has not worked at the facility at any time during the previous twelve (12) months.

ARTICLE 2
SCOPE OF AGREEMENT

Section 2.1 – Duration

Except insofar as a term provides for a different effective date, this Agreement shall become effective at the moment of ratification and shall continue in full force and effect through 11:59:59 p.m. on June 30, 2022. The parties agree to begin meeting no later than sixty (60) days prior to the expiration date of this agreement in order to reach agreement on a successor agreement.

Section 2.2 – Separability

Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Articles, Sections or portions of this Agreement, which are not affected by such decision.

Section 2.3 - Waiver of Bargaining Rights and Amendments to Agreement

During the negotiations resulting in this Agreement, the Company and ATU each had the unlimited right and opportunity to make demands and proposals with respect to any matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Company expressly waives its right to require the ATU to bargain collectively, and ATU expressly waives its right to require the Company to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specially referred to in this Agreement; (b) such matters were discussed between the
Company and ATU during negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Company or ATU at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking and agreement of the Company and ATU, after exercise of the right and opportunity referred to in first sentence of this Section 2.3, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and ATU.

ARTICLE 3
SENIORITY

Section 3.1 - Seniority Defined

An employee's seniority shall be from the last date of hire in the employee's job classification. Seniority shall mean the length of time an employee has been employed as a Driver, Dispatcher, Scheduler, and Reservationist by the Company, measured in calendar days from the first day of the employee's most recent date of hire, for the purpose of selecting work, but not limited to, the determination of order in any layoff or recall from layoff or other reduction in work force, bidding runs, assignments, or time off as provided for in this Agreement. If application of the preceding sentences results in two or more employees having the same seniority, the employee's seniority position will be determined by alphabetical order of last names of the employees. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Article I (RECOGNITION) of this Agreement, at which time the employee shall possess seniority as defined in this Section 3.1. Seniority shall be applicable only as expressly provided in this Agreement.

Section 3.2 - Layoff

a) Determination of Layoffs. The Company will determine the timing of layoffs and the number of employees to be laid off.

b) Layoffs. When a reduction in the work force becomes necessary, as determined by the Company, such layoffs shall be made in reverse order of seniority in each job classification.

c) No full time employee will be laid off before a regular part time employee.

Section 3.3 - Recall

a) Order of Recall. The employee with the most seniority in each job classification will be the first one called from layoff.

b) Notice of Recall. The Company will forward notice of recall by registered mail with return Receipt requested, to the last known address of the employee as reflected on Company records. The employee must, within five (5) days (excluding weekend days) of delivery or attempted delivery of the notice, on the date specified for recall,
and thereafter, returns to work on such date.

Section 3.4 - Termination of Seniority

An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

a) Resignation by the employee or termination by the Company, unless reinstated pursuant to the grievance procedure.

b) Failure to give notice of intent to return to work after recall within the time period specific in Section 3.3 (b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.

c) Except for layoff, time lapse of twelve (12) months, since the last day of actual work for the Company, regardless of reason.

d) Failure to return to work upon expiration of an approved leave of absence.

e) Layoff for a period of twelve (12) months or for a period equal to the employee's seniority, whichever is less.

f) Absence for three (3) consecutive days without notifying the Company.

Misuse of leave as subterfuge, to accept employment elsewhere, or for a purpose other than stated upon request for leave.

Section 3.5 - Seniority List

The Company shall provide ATU with a current Seniority List by the end of the first week of the month consisting of the employee's name, address, email address, phone number, date of hire, full time or part time, and any terminated employees. Job classification change, changes in full time or part time. Social Security Numbers will be provided with all new hire notification along with all other information listed above. Such a list shall be deemed accurate unless challenged by ATU or the employee within ten (10) days upon receipt. Employees must notify the Company of any changes to the required information above.

Section 3.6 - Return of Personnel to the Bargaining Unit

A person, who transfers out of the bargaining unit for a period of six (6) months or less and remains in the continuous employment of the Company, may transfer back to his designated job classification in the bargaining unit, which he vacated. If the person has withdrawn from the bargaining unit or paid no union dues during his original transfer, then the employee shall be subject to paying all past union dues prior to reinstatement of his/her prior position. If the return of the employee to the bargaining unit requires the layoff of an employee, the employee with the least seniority will be laid off or offered another position if available at that time and the displaced employee is qualified at that time.

Section 3.7 - Transfer or Promotions

If an employee transfers or is promoted out of the bargaining unit for more than six (6) months and chooses to return to a position in the bargaining unit, the employee will lose all seniority rights in the bargaining unit.
Section 3.8 - Job Classification Transfers

If an employee transfers to a higher paid job classification the employee shall not receive any wage reduction for this transfer. The employee shall then advance to the next higher pay rate above what the employee is currently receiving on the employee’s anniversary date or designated step increase date whichever is first as defined by the labor agreement.

In the event an employee transfers to a lower paid job classification the employee may receive a reduction in wages if the top rate of pay for the new job classification is lower than the rate of pay that the employee was previously receiving otherwise the employee shall receive the top rate of pay or the employee shall receive the pay rate for the comparable years of service for the new job classification.

For the purpose of bidding, a transferred employee will be considered a new hire.

ARTICLE 4
ATU REPRESENTATION

Section 4.1 - ATU Shop Steward

a) Recognition of Shop Stewards: From among the employees employed in the Bargaining Unit, ATU may designate and the Company will recognize not more than (2) shop stewards to serve as ATU's agent in the representation of employees of the Bargaining Unit.

b) Compensation of Shop Steward While Engaged in ATU Activity: Except as specially provided in this Section 4.1(b), the shop steward shall not be compensated by the Company for his/her duties as the shop steward and shall perform such duties during times when he/she is not being paid by the company. Shop Stewards will arrange his/her duties outside of their scheduled shift whenever possible.

Access to Personnel Files: The Company will allow the ATU officials to review the Employee’s personnel file, excluding medical records, if done so in the facility office, with the employee’s approval and with the employee and the employer’s representative present. In the event that the ATU wishes to review the employee’s personnel file without the employer representative present, the ATU may request a copy of the employee’s records two times in a calendar year.

Section 4.2 - Distribution of Union Literature

Bulletin Boards: The Company will provide ATU with a bulletin board. Said bulletin board will be located in such a manner that all employees can easily see its contents. This shall be used by ATU for posting of official notices, meetings, and all other matters pertinent to ATU. All notices and communications will be on ATU letterhead. ATU agrees that the bulletin board will only be used for official business and will not be used for
personal notices or any other material not pertinent to official ATU business. ATU also agrees that no inflammatory or derogatory materials regarding the Company will be posted on the bulletin board. The ATU business agent shall have reasonable access, during regular Company office hours, to maintain the bulletin board.

**Section 4.3 - ATU Business Leave**

An employee designated by ATU to serve as an officer or employee of ATU shall be granted leave without pay for the duration of such office. During the period of such leave, the employee shall continue to accrue seniority as defined in Article 3 (SENIORITY) of this Agreement. Provided that five (5) days advance, but no less than twenty-four (24) hours written notice is given to the Company by the Union, specifying the length of the leave, when possible.

**Section 4.4 - ATU Visitation**

 Upon reasonable prior notice and consent by the Company, which consent shall not be unreasonably withheld, a representative of ATU will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance. The ATU agent will confine any conversations with employees to non-work time and his activities will not, in any manner, interfere with the performance of work by the employees. Except as provided in this Section 4.4, non-employee representatives or agents of ATU may not enter upon the Company's premises.

**ARTICLE 5**

**CUSTOMER RIGHTS AND CONTINGENCIES**

**Section 5.1 - Termination of Transportation Service Contract**

If the transportation services contract between the Company and its service customer, the City of Madera, terminates for any reason, the rights and obligations of this Agreement shall also terminate at that time, provided that the parties to this Agreement may continue to resolve disputes pending at the time of termination up to and including arbitration. If the service customer awards the services now provided by the Company to another transportation provider, the Company will notify ATU of the time, address and representation of such other transportation provider, if known.

**Section 5.2 - Rights of Customers**

Nothing in this Agreement is intended or shall be construed to change, limit, modify, restrict or in any way alter the duties or obligations owed by the Company to its services customer nor the rights and privileges of such customer under the transportation services contract referenced in Section 5.1 of this Article.
Section 5.3 - Customer Removal

If the Company is required to remove an employee upon the demand of a customer, the Company agrees to discuss the matter with the customer in an attempt to adjust the problem and will notify the Union as soon as practical. If the customer maintains its position on the removal of the employee, the Company will meet with the Union to decide the status of the employee and, if necessary, formulate a response to the customer to attempt to reinstate such employee.

The Union will be given a copy of the directive requiring the removal of the employee. Should the Company decide to discipline the employee, such discipline would be subject to the grievance procedure. However, the requirement to remove the employee will not be subject to the grievance procedure.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 - Retention of Managerial Prerogatives

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to the following:

a. To reprimand, suspend, discharge, or otherwise discipline employees for cause and to determine the number of employees to be employed.

b. To hire employees, determine their qualifications and assign and direct their work; to promote, demote, and transfer, layoff, recall to work and retire employees.

c. To set reasonable standards of productivity, the manner to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; and set the starting and quitting time and number of hours and shifts to be worked.

d. To close down or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the Customer.

e. To introduce new and improve technology, research, service, and maintenance Methods, materials, equipment; to determine the price at which the Company contracts its services; to determine the methods of financing its operations and services; and to determine the number, location and operation of departments, divisions, and all other units of the Company.
f. To determine the existence or non-existence of facts which are basis of management decision; and to carry out the lawful directives of the customers to whom the Company contracts its services. The Company will provide written notification to ATU of any changes.

The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise the same other way not in conflict with the express provisions of this Agreement.

Section 6.2-Contractual Duties

Nothing in this Agreement shall be construed to prohibit the Company from fulfilling its contractual responsibility to the City of Madera, M.A.X., which includes, but is not limited to the assignment, dispatching and management of trips, passengers and service to other contractors who are under contract directly to the City of Madera. M.A.X.

ARTICLE 7
NON-DISCRIMINATION

Section 7.1 - Equal Opportunity

The Company and ATU each agree that it will not unlawfully discriminate against any individual with respect to hiring, promotion, discharge, compensation and other terms, conditions and privileges of employment nor will it limit, separate or classify employees so as to unlawfully deprive any individual of employment opportunities because of such individual's race, color, religion, sex, national origin, age or disability. The parties agree that disputes under this Article shall be resolved through the grievance and/or arbitration procedures.

Section 7.2 - Affirmative Action and Job Accommodation

Nothing in this Agreement is intended nor shall be construed to prohibit or discourage compliance by any part with Federal, State or local laws pertaining to discrimination, affirmative action, or job accommodation nor to prohibit the Company from complying with the lawful mandates or directions of its customers with respect to discrimination, affirmative action or job accommodation. The Company may take any action required or proper under such laws, mandates, or directions after meeting and conferring with the union on the impact of any such changes.

Section 7.3 - Concerted Activities

The Company and ATU each agree that it will not discriminate against any employee or applicant because of such individual's lawful activity for or support of ATU or because of the individual's other lawful concerted activity for the purpose of collective bargaining or other mutual aid and protection or because of the individual's decision to refrain from
such activity.

Section 7.4 - Gender Terms

Throughout this Agreement, the use of a gender pronoun or term shall be construed to include both male and female.

ARTICLE 8
NO STRIKES/LockOUTS

Section 8.1 - No Strikes or Lockouts

During the term of this Agreement, or any extension thereof, (a) neither ATU nor its members will directly or indirectly cause, encourage, sanction, or participate in any strike, work stoppage, slowdown, or boycott against the Employer, and (b) there will be no lockouts by the Employer.

Section 8.2 - Discipline for Violations of Section 8.1

The failure or refusal on the part of any employee to comply with the provisions of Section 8.1 of this Article shall be cause for immediate discipline, including discharge. The failure or refusal by an ATU officer, agent representative or steward to comply with the provisions of Section 8.1 of this Agreement constitutes leading and instigating a violation of said Section 8.1. It is specially agreed that the ATU officers, agents, representatives and stewards, by accepting such positions, have assumed the responsibly of affirmatively preventing violations of Section 8.1 of this Agreement by reporting to work and per work as scheduled and/or required by the Company.

ARTICLE 9
DRUG AND ALCOHOL TESTING

The parties agree to follow the September 14, 2014 First Transit Drug and Alcohol Policy.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 10.1 - Definition of Grievance

A grievance is a claim that the Company has violated an express, specific provision of this Agreement. Employees, Union, and the Company may discuss and attempt to resolve any issues prior to resorting to the dispute resolutions process. If such attempts fail, the following procedures will apply. The following procedure for the settlement of grievances must be followed.
Section 10.2 - Procedural Steps

a. Step 1: The employee, the Company and the Union shall try to resolve these disputes at the lowest administrative level possible. To that extent, the Union may present in writing to the General Manager or his designee a grievance setting forth the nature, details, date of the alleged violation, Article and Section of this Agreement claimed to have been violated by the Company. The written grievance must be dated and signed by an ATU business agent or his/her designated representative. The written grievance must be presented to the General Manager or his designee within fifteen (15) calendar days from the date the employee knew or reasonably should have known of the grieved action. The General Manager or his designee shall have ten (10) calendar days in which to render a response.

b. Step 2: If the grievance is not resolved in Step I within ten (10) calendar days of the General Manager's Step I decision the Union, if it wishes to proceed further with the grievance, may request in writing, by mail, email, or other agreed upon method, within twenty (20) calendar days of notice by the General Manager or his designee, of its Step I decision or absence of decision, a meeting between the Region Vice President or his designee. Within Fourteen (14) calendar days of the request, the parties shall schedule a meeting at the Company’s Madera facility where all parties shall be present. The Vice President of operations or designee shall have ten (10) calendar days in which to render a response.

Section 10.3 - Time Limitations

The time limitations set forth in this Article 10 are the essence of this Agreement. No grievance shall be accepted or considered by the Company unless it is submitted or appealed within the time limits set forth in Section 10.2 of this Article. If the grievance is not timely appealed to arbitration, it shall be deemed to have been settled in accordance with the Company's Step 2 answer. If the Company fails to answer within the time limits set forth in Section 10.2 of this Article, the grievance shall automatically proceed to the next step. The time limitations may be waived upon natural written agreement of the parties.

ARTICLE 11
ARBITRATION

Section 11.1 - Appeal Procedure

If a grievance has not been settled in the steps outlined in Article 10 herein, ATU may request that the matter be submitted to an arbitrator. Such request shall occur within five (5) calendar days following the next regularly scheduled ATU meeting following the decision of the Company at Step 2 of the Grievance procedure. In no case, except as provided in Section 11.6, shall the request for arbitration be allowed more than forty-five (45) calendar days following the decision or absence of decision of the Company at Step 2 of the Grievance procedure.
Section 11.2 - Selection of Arbitrator

An arbitrator shall be selected from a list of seven names obtained from the Federal Mediation and Conciliation Service. Such a list shall be one mutually requested by the parties to this Agreement and shall be used until such time that either party requests that a new list be requested from the Federal Mediation and Conciliation Service. The parties alternately striking a name from the list until only one name remains shall select the arbitrator. The order of striking shall be determined by the flip of a coin.

Section 11.3 - Arbitrator's Jurisdiction

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the/interpretation and/or application of the express provision of this Agreement at issue between ATU and the Company. He/she shall have no authority to: add to, detract from, alter, amend, or modify any provision of this Agreement; or to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Company and ATU. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, ATU and the Company.

Section 11.4 - Fees and Expenses of Arbitration

The expenses of the arbitration and hearing room will be equally shared between the Company and ATU; otherwise each party shall bear its own expenses.

Section 11.5 - Extension of Time

Time limits in this Article may be extended by mutual agreement in writing.

ARTICLE 12
HOURS OF WORK

Section 12.1 - Regular Workday

The regular workday shall be determined by the requirements of the transportation schedule developed by the company and/or its revenue customers.

Section 12.2 - Regular Workweek

The regular workweek will normally be Sunday through Saturday.

Section 12.3 - Starting and Ending Times

A Driver’s time shall start at his/her scheduled “time-in” at the terminal and shall end when he
returns the bus to the terminal or parking place and completes any assigned post-trip activity, including required paperwork or reports, within a reasonable time period. All other classifications of employee covered by this agreement shall register their time worked on a company time clock.

Section 12.4 - Pre-trip and Post-trip

A Driver shall perform and document a pre-trip inspection on his assigned vehicle each day prior to beginning his first shift. A Driver shall also perform a post-trip inspection removing all trash or other material left behind by passengers, at the end of his workday. Drivers will be paid for actual time spent on the performance of each activity.

Section 12.5 - Guaranteed Hours

A Driver who reports to work as scheduled at the time of his shift and who does not absent himself from any part of the shift shall be guaranteed two (2) hours of work or pay

Section 12.6 - Overtime

Employees covered by this agreement shall be paid overtime wages in accordance with state labor codes.

ARTICLE 13
LEAVES OF ABSENCE

Section 13.1 - Personal Leave

Personal leaves of absence without pay of up to thirty (30) days may be granted at the Company's discretion, upon receipt of written request from the employee stating the reason for the requested leave. The Company may, at its sole discretion, extend the time limit if the employee requests such an extension in writing stating the reason why the extension is necessary. An employee may use any accumulated time under Article 19 of this Agreement to be paid for a personal leave of absence.

Time off requests must be received by Tuesday noon for the following week. Approvals will be subject to meeting operational needs. Approvals will be made on a first-come, first-served basis. In the event of an emergency, leave may be granted without prior notice.

Section 13.2 - Medical Leave

In general, leaves of absence without pay because of health, medical condition, may be granted for periods up to thirty (30) days, with thirty (30) day extensions, up to a maximum of six (6) months. To obtain such disability leave of absence, an employee shall present: (1) a written request or such leave; and (2) a written statement from the employee's doctor indicating the need for such leave; and doctor's recommendation as to when the employee
may be able to return to work. The employee's actual return to work, however, will be contingent upon an assessment by the Company (in conjunction with the employee's medical doctor and/or the Company's medical doctor, any consulting or treating specialists, or therapists, ATU and the employee) that, after considering the nature and scope of the employee's duties, the employee is able to return to work and perform the essential functions of its job, with or without reasonable accommodation and in a manner which will not directly threaten the health, safety or welfare of the employee, passengers or the public.

Any employee protesting removal from service because of an order from the Company's physician may have his/her case reviewed by a physician jointly selected by the Company and ATU and that physician's decision will be final. The cost of this physician and any tests or diagnostics procedures shall be born equally by the Company and ATU. An employee may use any accumulated time under Articles 19 and 21.2 of this Agreement to be paid for a medical leave of absence.

Section 13.3 - Military Leave

The Company will comply with the provision of the Veterans Re-Employment Rights Act.

Section 13.4 - Civic Leave

An employee who is required to report for jury duty or who is subpoenaed to testify at a hearing shall be granted leaves for such service. If the employee reports for service and is excused there from, he shall immediately contact the General Manager and stand ready to report to work, if requested.

Section 13.5 - Requests for Leave

Request for leave of absence shall be made as far in advance as possible. Seniority shall accumulate during leave of absence: however, unless otherwise stated in this Agreement, time spent on leave of absence shall be without pay and shall not be credited toward tenure of employment or toward working time for benefit purposes.

Section 13.6 - Family Leave

The Company shall comply with State and Federal Leave Laws.

ARTICLE 14
DISCIPLINE

Section 14.1 - Company Rights

The Company shall have the right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations are required in order to comply with any governmental law or regulation or to comply with any provision of the Agreement between the Company and its customers. The Company shall further have the absolute right to carry out all directions of its customers,
notwithstanding any provision of this Agreement to the contrary. The Company will provide written notification to the ATU of any changes.

**Section 14.2 - Disciplinary Procedures**

a) A General Manager, or Operations Manager or his designee will perform all disciplinary processes.

b) The Manager to whom the individual is requested to report, shall meet with the employee and, if requested by the employee, the employee’s union representative prior to reaching a decision to impose disciplinary action. This shall also include corrective interviews through the disciplinary procedure.

c) Nothing in this Article 14 shall prevent the union from appealing in writing or by email within (5) five calendar days the decision of the respective General Manager to the Region Vice President. A decision from the Region Vice Present shall be rendered within (7) seven calendar days to the union prior to a possible grievance being filed.

d) The charged employee shall attend all meetings, which may result in a corrective action. An ATU Representative may also attend the meetings if so requested by the employee.

e) Such meetings shall be held within a three (3) day period (excluding weekends and holidays) following the delivery of a written notice, such notice shall state the nature of the offense with which the employee is being charged.

f) If an employee is removed from service and subsequently no corrective action is taken, the employee will be paid for time missed up to a maximum of three (3) days. If corrective action is taken, the removal from service may be considered as time served as the corrective action for a maximum of three (3) days.

**Section 14.3 - Progressive Discipline**

Any violation of posted and/or written company rules, policies, and/or procedures shall result in disciplinary action. With the exception of a violation of serious infraction, as listed in Section 14.5, attendance policy as listed in Section 14.6, or unsafe policy act as listed in Section 14.7, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the company against the employee who violates any rule, policy or procedure.

- First Violation: Verbal warning with counseling and documented in writing by the appropriate Manager.
- Second Violation: Written warning notice signed by the General Manager and acknowledge as to receipt by the employee.
- Third Violation: Suspension or final warning, lesser discipline may be
imposed at the sole discretion of the Company without setting precedent.

- Fourth Violation: Dismissal from employment with Company, may be lesser discipline at the sole discretion of the Company without setting precedent.

The definition of "first," "second," "third" and "fourth" violation above shall mean the violation of any rule or combination of rules and shall not be construed to mean the first, second, third, and fourth violation of each individual rule exclusive of the violation of any other rules. Offenses for which disciplinary actions were administered will not be considered for future discipline after seventeen (17) months upon issuance.

Section 14.4 - Work Rules

The Company may issue information which sets forth rules, regulations and policies that do not conflict with the provisions of this Agreement. At least ten (10) days prior to the implementation of any new revised rule, regulation or policy, the Company will provide the union of a copy of such revision. This section shall not be construed as a waiver of the union's statutory rights regarding said revisions except that the union acknowledges the Company's right to establish reasonable safety rules as it deems necessary. Should the union raise an objection it must do so in writing within the ten days specified herein or else the union's objection is not valid.

Section 14.5 - Serious Infractions

The following violations of Company policies and rules are considered serious infractions and shall be just cause for the immediate discharge of an employee, although the Company may impose, at its sole discretion, a lesser penalty:


b. Dishonesty, including falsifying company or customer records, or making false statements on application for employment or other company forms.

c. Theft or any unauthorized removal of company or customer property or property of another employee.

d. Physical violence, or fighting or creating a disturbance on Company premises or vehicles or vehicles or any time while on duty.

e. Possession of firearms, weapons, or explosives and similar devices on company premises or vehicles or any time while on duty.

f. Improper or unprofessional conduct on Company premises or vehicles or any time while on duty.

g. Insubordination, including but not limited to, intentional failure or refusal to
perform assigned work.

h. Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.

i. Recording false time on time records, completing the time record of another employee, or alteration of a time record.

j. Failure at any time for any reason for a Driver to maintain a valid driver's license and all other certificates required by Federal, State and Local government entities and laws to operate company and customer vehicles.

k. Deliberate misuse, or deliberate or non-deliberate destruction, defacing, damaging, or loss of company or customer property or property of another employee or passenger.

l. Failure to follow a safety rule or practice, violation of a misdemeanor or felony law while on duty, or failure to use safety equipment and devices as required.

m. Use of language or any other activity designed to offend or harass any other employee, customer or passenger based on that employee’s, customer or passenger’s race, color, religion, sex, national origin, age, disability or sexual orientation.

n. Failure to report any defects on any Company or customer vehicle when discovered.

o. Unauthorized use of Company accounts.

p. Failure to properly secure any mobility assistance or wheelchair or failure to properly secure any passenger or properly load, transport or unload mobility-impaired passenger(s) on a company or customer vehicle.

q. Unauthorized touching or contact with a passenger.

r. Commitment of Serious Unsafe Act as defined in Section 14.7 (b) of this Agreement.

s. Violation of Company Drug and Alcohol Program listed in Article 9 of this Agreement.

t. Failure to immediately report an accident.

Section 14.6—Attendance Policy

An absence is defined as any time an employee misses work without receiving written
approval prior to or after the absence occurs. The Attendance Policy outlined below will be 
utilized and followed for any and all attendance violations. Employees are required to report to 
work on time every day they are scheduled to work.

Absence: Employees are required to call in for each day of work missed. All employees who 
will be absent are required to give at least one (1) hour notification prior to the start of their 
shift. Extenuating circumstances will be taken into account.

Excused Absence: Shall be defined as approved requests and all protected leaves including 
holiday, FMLA, worker’s compensation leave, bereavement leave, paid sick leave, jury duty, 
military leave, pre-arranged vacation days or any other leave protected by the law and 
approved Union business or any other reason that the General Manager considers a legitimate 
reason for being absent or reporting late for duty. Medical absences lasting for more than one 
day will be treated as a singled absence. Doctor appointments will not be considered an 
absence as long as a doctor’s note of verification of the appointment is provided within 24 
hours of the employee returning to work.

Discipline for unexcused absence during a rolling 12-month period. 
First occurrence – none 
Second occurrence – none 
Third occurrence – written warning 
Fourth occurrence – written warning 
Fifth occurrence – one-day suspension 
Sixth occurrence – one-day suspension 
Seventh occurrence – possible termination at discretion of General Manager

Employees shall have the option of appealing any occurrence to the General Manager prior to 
any discipline being administered.

REPORTING LATE FOR DUTY (MISS-OUTS)

All employees reporting for duty shall not report more than five (5) minutes past there 
scheduled report time.

An employee reporting more than five (5) minutes past there scheduled report time may be 
charged with a miss-out, unless the employee was prevented from reporting for duty on 
time by circumstances beyond the employees control as determined by the General 
Manager or his/her designee.

Corrective action for reporting late for duty (miss-out) in any six (6) month period is as 
follows.

First offense: none 
Second offense: none 
Third offense: written warning 
Fourth offense: one (1) day suspension
Fifth offense: three (3) days suspension and final written warning
Sixth offense: Possible termination at the discretion of the General Manager

The General Manager, may at the Manager's discretion find that good cause exists for a miss-
out and that an employee should not be considered late, provided that the employee makes a
request either before not reporting on time or within 72 hours of any such miss-out occurring.

If an employee will be or is more than thirty (30) minutes late, the company may elect to
reassign the employees work in which event, the employee shall not be eligible for that day's
pay.

JOB ABANDONMENT

An employee who is a No Call/No Show for three (3) consecutive scheduled working days will
be considered as abandoned and voluntarily quit his/her job and will be discharged unless the
employee can show justifiable excuse to his/her employer.

Section 14.7 - Unsafe Act Policy

Unsafe conduct is defined as any careless act or omission that could result in an accident, injury
or damage or any act or omission that violates any safety/vehicular-related work rule, regulation
or statute.

Serious unsafe conduct is defined as unsafe conduct that results in injury to another person or
their property or that results in substantial property damage or loss to the Company.
Any employee who engages in unsafe conduct more than two times within a twelve (12) month
period or more than three times within a twenty-four (24) month period or who engages in
serious unsafe conduct may, at the sole discretion of the Company, be subject to immediate
termination from employment.

Section 14.8 - Union Notification

The Union shall receive a copy of any written disciplinary charges filed against any employee
and any adverse entry made on an employee’s record that results in a disciplinary decision and a
copy of any decision of any disciplinary hearing as outlined in Article 14.3 under The Progressive
Discipline. The president of the union shall be furnished non-confidential and all pertinent
information related to a discipline and discharge hearing from the personnel records of the
employees represented by the Union.

ARTICLE 15
SHIFT BIDDING

Section 15.1 - Start of the Agreement

The Company shall develop the number of full-time and part-time shifts. (as of the date of
ratification there are 15 full time driver shifts) The company shall then allow each employee,
in seniority order, to select the full time/part-time shifts.

**Section 15.2 - Vacancies in Full-Time Shifts**

Vacancies in Full-Time/Part-Time Shifts: When a shift becomes available between regular bid periods, the Company will, within three (3) week days, post the vacancy for seven (7) days. The most senior regular employee, who has less seniority than the employee who held the vacated shift, who bids for the vacancy, shall be awarded that shift.

When the Company creates an additional shift between bid periods, the above procedures apply except that the new position will be posted for seven (7) calendar days and the bid is available to all regular employees.

In both instances the award will be implemented at the start of the next pay period.

**Section 15.3 - Periodic Shift Bidding**

On the effective date of this Agreement, an initial shift bid will be held as described in Section 15.1, and thereafter the Company shall, at least every six (6) months or when an aggregate of five (5) or more employees have completed training and join the workforce, re-bid the regular full-time/part-time shifts within fourteen (14) days. The Company shall determine the exact date of each re-bid date. The Company shall post the bids for the shifts and provide a copy to ATU at least five (5) week days prior to the bid and each full-time/part-time regular employee shall bid in seniority order. Those employees who cannot attend the bid may designate their choices of shift by proxy. The proxy, which must be given to the Project Manager or shop steward no later than the scheduled bid time, shall indicate choices in order of preference which shall equal the employee's standing on the seniority bid list. Those employees who do not bid and fail to submit a proxy shall be assigned by the project manager and shop steward to a route close to the one they currently have.

**Section 15.4 - Changes in Shifts**

The Company shall have the right to adjust shifts up to one (1) hour a day without rebidding and without reducing the total bid time (or pay) of the shift. The intent of this Section 15.4 is to accommodate passengers and their needs.

**Section 15.5 - Full-time Positions**

The Company agrees to provide full time positions whenever possible. The Company agrees to maintain the current number of full time positions as of the ratification date of this agreement, provided there is no reduction of service in the revenue agreements with the City of Madera and Central Valley Regional center. The intent is to protect the security of full time positions for those who have already established full time status. If and when part-time work is established or necessary, it will be placed up for bid as provided in Article 15, section 15.2.
ARTICLE 16
GENERAL CONSIDERATIONS

Section 16.1 - Payday

All paychecks will be distributed every other Friday and will cover all monies due through the Saturday of the prior pay period.

The Company shall provide all employees with all leave accruals with the last pay check of the month. This will not preclude employees from asking for current leave balances from time to time.

Employee timesheets are available for review for accuracy on the Monday prior to payday. Any errors should be brought to the company's attention to get corrected before payroll is distributed.

Once a month in conjunction with paychecks, the Company shall provide employees an accounting of their accruals and the associated time used. Any corrections need to be addressed prior to the next payday.

In the event an employee receives a check for less than what they believe to be the proper amount, they must bring it to the company's attention immediately.

The following shall occur:

If the error is an employee error, then the adjustment will be on the next scheduled payroll run. If the error is caused by the company and the error is Thirty-five ($35) dollars or more, the company will produce an adjustment check as soon as possible but no longer than within 72 hours. If less than Thirty-five ($35) dollars, the adjustment will be provided on the next regular paycheck.

Section 16.2 - Company Meetings

The Company requires all employees to attend monthly scheduled mandatory safety meetings, retraining meetings and other informational meetings. The Company will offer a minimum of three sessions of all mandatory meetings to accommodate employees’ schedule. The employee may be excused by the General Manager or his designee for occurrences such as, but not limited to, sick leave and vacations etc. All employees will be compensated at the applicable rate of pay.

Section 16.3 - Citations

No employee shall be required to violate traffic laws. Employees are required to pay for the cost of citations received.

Section 16.4 - Physicals and Drug Screens

In the event an employee is required to take a physical examination to renew his/her medical
certificate/driver’s license, the Company will pay the cost of the procedure(s). In the event the Company requires an employee to take a physical examination or drug screen for reasons other than those described above, the Company will pay for the time spent by the employee obtaining such physical or drug screen as well as travel time to and from the applicable appointment.

Section 16.5 - Extra Contract Agreements

The Company will not enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement shall be null and void.

Section 16.6 - Accident Review Committee

A committee shall be established to review all accidents involving bargaining unit employees and work related injuries. The committee shall consist of the General Manager and one driver who has at least three (3) consecutive years of non-preventable accident driving experience and who will be selected by the Union. All accidents shall be reviewed as soon as the committee can be convened or as scheduled. The committee shall not make any recommendations regarding discipline; however, discipline will not be administered until preventability or non-preventability of the accident is determined. In the case of a tie vote by the committee regarding the preventability or non-preventability of the incident, the General Manager’s decision shall stand.

ARTICLE 17
WAGES

Section 17.1 - Drivers

<table>
<thead>
<tr>
<th>Training Rate</th>
<th>7/1/2017</th>
<th>7/1/2018</th>
<th>7/1/2019</th>
<th>7/1/2020</th>
<th>7/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hire</td>
<td>$11.42</td>
<td>$11.65</td>
<td>$12.12</td>
<td>$15.00</td>
<td>$16.05</td>
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<td>1+ Years</td>
<td>$12.03</td>
<td>$12.27</td>
<td>$12.76</td>
<td>$15.79</td>
<td>$16.90</td>
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<td>$12.91</td>
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<td>$13.36</td>
<td>$13.90</td>
<td>$17.21</td>
<td>$18.41</td>
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<td>$13.68</td>
<td>$14.23</td>
<td>$17.61</td>
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<td>$20.08</td>
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<td>$15.75</td>
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Section 17.2 – Dispatchers

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<tr>
<th></th>
<th>7/1/2017</th>
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<th>7/1/2019</th>
<th>7/1/2020</th>
<th>7/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hire</td>
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<td>$13.24</td>
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<td>$16.09</td>
<td>$16.41</td>
<td>$16.74</td>
<td>$19.00</td>
<td>$20.23</td>
</tr>
</tbody>
</table>

Trainers selected by the Company shall be paid $.50 per hours for all time actually spent doing such training.

ARTICLE 18
PAID HOLIDAYS

Section 18.1 - Holidays

All non-probationary, regular employees shall receive pay for the following holidays.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Veterans Day (effective July 1, 2021)
6. Thanksgiving Day
7. Christmas Day

Employees who complete ten (10) years of continuous employment shall receive in addition to the above holidays one (1) floating holiday per year; subject to the presence of necessary employees required to cover all work assignments it being recognized that a maximum of one (1) employee per day may take their floating holiday.

Section 18.2 - Holiday Pay

Holiday pay shall be calculated at the employee's straight time hourly rate and will be a maximum of eight (8) hours. If an employee works on a paid holiday, the employee will be paid for time worked, plus holiday pay. Holiday pay shall not be counted as hours worked for the purpose of computing overtime. Employee must work on the last day on which he is schedule to work before the holiday, and the first day on which is scheduled to work following the holiday.
ARTICLE 19
VACATIONS

Section 19.1 - Eligibility

All regular employees shall receive, after one (1) year continuous employment, paid vacation as further detailed in this Article. If an employee separates from employment at any time for whatever reason, the employee shall be cashed out the vacation hours he has accrued. Vacation may be used with the advance approval of the Company.

Section 19.2 - Vacation Accrual

Full-time Employees:

After one (1) year of service - .42 days per month = 5 days

After three (3) years of service - .83 days per month = 10 days

After six (6) years of service - 1.25 days per month = 15 days

Part-time Employees:

After two (2) years of service – Twenty-Four (24) hours

After six (6) years of service – Forty (40) hours

Section 19.3 - Vacation Schedule

The Company shall prepare and post by December 5th of each year a vacation sign-up schedule showing employees who will be eligible for vacation during the following calendar year. Employees will sign up for vacation prior to January 1st of each year in which vacation is to be taken. The Company shall develop a procedure allowing eligible employees to select their vacations, according to their seniority. In no case will more than four (4) Drivers, one (1) Dispatcher be allowed to schedule vacation during the same period of time.

Section 19.4 - Vacation Pay

Vacation must be taken in full week increments unless allowed to schedule otherwise at the sole discretion of the Company. Vacation may not be taken prior to the anniversary date on which it is earned. Vacation pay shall be issued on the normal pay period and not taken in advance. The employee will not lose the value of any earned vacation.
ARTICLE 20
INSURANCE

Section 20.1 – Provision
The Company shall continue to provide to eligible bargaining unit employees the same
group health plan(s), a group dental plan(s) and a group vision plan(s) that it provides as of
ratification.

Section 20.2 – Eligibility
Full-time employees and their families will be eligible for health insurance. Newly eligible
employees shall be eligible to be enrolled in the plans at the beginning of the calendar
month immediately following the end of their probationary period.

Section 20.3 - Medical Insurance Contribution
The Company will contribute seventy-five percent (75%) of the total monthly premium for
the employee coverage only.

Section 20.4. - Dental Insurance Contribution
The employee shall pay premiums for dental insurance.

Section 20.5. - Vision Insurance Contributions
The employee shall pay premiums for vision insurance.

ARTICLE 21
OTHER BENEFITS

Section 21.1 – Uniforms
Drivers: The Company shall supply drivers with uniforms. The company will supply
shirts and pants. Employees may also wear outerwear that is appropriate to the job, i.e.
clean, non-logocd and in a state of good repair. Lost or missing uniforms shall be
replaced at the expense of the driver. Driver uniforms shall be replaced due to normal
wear and tear; it being understood the uniforms being replaced must be returned to the
Company. The Company shall be responsible for providing, and cleaning of pants and the
driver shall be responsible for the cleaning of shirts.

Section 21.2 - 401 (k)
Full-time drivers, after ninety (90) days of service, may enroll in the company 401(k) savings
plan during the next enrollment period. The Company makes no contribution to the plan.
Section 21.3 - Sick Leave

Sick leave accumulation: All full-time employees shall begin to accrue paid sick leave from their date of hire. Employees shall be entitled to Forty (40) hours of paid sick leave per year, on July 1 of each year. Part-time employees shall be entitled to Twenty-Four (24) hours of paid sick leave per year, on July 1 of each year.

Sick leave Day Use: After ninety (90) days of employment an employee may use paid sick leave for all reasons allowed under the California law.

Forfeiture: An employee whose employment terminates for any reason shall forfeit all accumulated sick leave pay.

Section 21.4 – Extra Work

Weekly, drivers will have the opportunity to sign up for any work that is left unassigned. This work will be assigned weekly and by Seniority order with least amount of impact to Overtime. However, Extra Work assigned will be by rotation through a complete cycle of the seniority list. An Employee may pass on Extra Work two (2) times and hold their place in the rotation. Pass a third time and you drop to the bottom of the rotation list.

Section 21.4 – Funeral Leave

Company shall pay for the following funeral leave: In the event of death in the immediate family of an employee who has one or more years of continuous service, he/she shall, upon request, be granted such days off with pay (up to eight (8) hours at the regular pay rate) as is necessary to make arrangements for the funeral and attend same, not to exceed two (2) regularly scheduled working days. Employees who attend funerals out of state or over one hundred fifty (150) miles will be allowed one (1) additional day of funeral leave pay. For the purpose of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, mother-In-law, father-in-law, grandparents, grandchildren and legal stepchild.

ARTICLE 22
UNION SECURITY

Section 22.1 - Union Shop

It shall be a condition of employment that the employees of the Company covered by this Agreement who are members of the ATU in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members of a union the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement shall become and remain members in good standing in ATU. It shall also be a condition of employment that all employees covered by this
Agreement hired on or after its effective date shall, immediately upon the completion of the probationary period, become and remain members in good standing in ATU.

**Section 22.2 - Notification**

The Company will notify ATU of all new employees hired no later than seven (7) calendar days after the employee starts to work and shall notify ATU immediately when any employee completes the probationary period as established herein. No less than monthly, the Company will furnish the Secretary-Treasurer of ATU with a list of all bargaining unit employees, along with the seniority date of hire, mailing address and telephone number as is currently in the employee's employment record. The Company will notify ATU of all employees leaving its employment no later than seven (7) calendar days after the employee's last day of work. ATU agrees to furnish the Company with an up-to-date list of all its officers and stewards, and to immediately notify the Company of any and all changes thereto. The Company agrees to furnish ATU an up-to-date list of its local representatives and to immediately notify ATU of any and all changes thereto.

**Section 22.3 - New Hires**

When new or additional employees are needed, the Company shall choose applicants on the basis of their respective qualifications for the job, and no applicants will be preferred or discriminated against because of membership or non-membership in any union. An ATU officer will be allowed to use up to twenty (20) minutes to speak with each new employee during their initial training to provide a union orientation. Company management may or may not attend the orientation at their discretion.

**Section 22.4 - Enforcement**

In the event an employee due to his own negligence, fails to apply for or maintain his membership in ATU. ATU must give the Company notice of this fact and within seven (7) days after receipt of such notice, such employee shall be terminated by the Company.

**Section 22.5 - Representation**

It is mutually agreed that all matters covered by this Agreement shall be transacted between the properly accredited officers, agents, or representatives of the Company and the duly elected or appointed officers of the ATU.

**ARTICLE 23**

**DUES CHECKOFF**

**Section 23.1 - Checkoff**

Upon receipt by the Company of a Checkoff authorization in the form set forth in Section
23.4 of this Article, dated and executed by an employee, the Company shall deduct, from
the wages owed such employee for the first payroll period ending in each calendar month
following receipt of such Checkoff authorization (until such Checkoff authorization is
revoked by the employee in accordance with the terms thereof). ATU's membership dues
deduct from an employee's wages only that amount of money which the Secretary-Treasurer
of ATU has entitled to the Company, in writing, is the amount of dues properly established
by ATU in accordance with applicable law and ATU's constitution and bylaws, and
required of all employees as condition of acquiring or retaining membership in ATU.

Section 23.2 - Procedure

The Company shall each month on or before the thirtieth (30th) day of the month, provide ATU
a written statement containing the names of the employees from whose pay, and in what
amount, such deductions have been made and shall simultaneously therewith rebate the total
amount of such monthly deductions to ATU.

Section 23.3 - Dues in Excess of Net Wages

If on any payroll period in which the Company is obligated to make such deductions pursuant
to Section 23.1 of this Article, the wages owed an employee (after deductions mandated by any
governmental body to reimburse the Company for advances against wages no less than the
amount of money which the employee has authorized the Company to collect pursuant to
Section 23.1 of this Article, the Company shall make no deductions on the wages owed the
employee for that payroll period and shall make no deductions, which would have been made
from wages owed the employee from that payroll period, from wages owed the employee for
any future payroll period.

Section 23.4 - Checkoff Authorization Form

The Company shall not deduct any money from an employee's wages pursuant to Section 23.1 of
this Article, unless the Checkoff authorization executed by the employee conforms exactly to the
form set forth below.

CHECKOFF AUTHORIZATION

Authority to Deduct. I, hereby authorize First Transit to deduct from wages
owed to me for the first payroll period ending in each calendar month, and to
forward to Amalgamated Transit Union Local 1027, the monthly membership
dues uniformly required of all employees as a condition of acquiring or
retaining membership in said Local 1027.

Revocability of Authorization. This Checkoff Authorization shall be
irrevocable for a period of one (1) year following my execution thereof, or until the
expiration of any applicable collective bargaining agreement whichever occurs sooner.
Thereafter, it shall be automatically renewed for successively one (1) year periods
unless written notice of revocation of this Checkoff Authorization executed by me, is
delivered to First Transit: (1) during the period commencing thirty (30) days prior to and ending five (5) days prior to (a) the animal anniversary of my execution hereof, or (b) the expiration date of any collective bargaining agreement obligating First Transit to honor the Checkoff Authorization, or (2) during any period when there is not a collective bargaining agreement in effect obligating First Transit to honor the Checkoff Authorization.

I voluntarily executed this Checkoff Authorization on ____________, __20,

Section 23.5 - Indemnification of Company

The union shall defend, indemnify, and save the Company harmless against any and all claims, demands, suits, grievances, or other liability that arise out of or by reasons of activity taken by the Company pursuant to Article 23.

ARTICLE 26
TERM OF AGREEMENT

Section 26.1 - Effective Date

In accordance with Section 2.1, this Agreement shall be in full force and effect at the moment of ratification through 11:59:59 p.m. on June 30, 2022.

Section 26.2 - Renewal

It is the desire of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section 26.1. The Company and the Union therefor agree to commence negotiations on a successor Agreement thirty (30) days in advance of the expiration date provided in Section 26.1 so as to allow them a reasonable opportunity to reach a settlement.

First Transit, Inc

Nick Promponas
Senior Vice President

Date: 7/21/17

ATU Local 1027

[Signature]

Date: 6-24-17