



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**NATIONAL EXPRESS TRANSIT  
FRESNO, CA**

**AND**

**AMALGAMATED TRANSIT UNION,  
LOCAL 1027**

**TERM OF AGREEMENT:  
MAY 7, 2021 THROUGH FEBRUARY 17, 2024**

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## AGREEMENT

This Agreement is entered into between National Express 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 1 - 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 , full-time and part-time non-probationary and Entry Level Mechanic, Mechanic, Dispatcher, Reservationist, Scheduler, Drivers, and Utility Worker employed by the Company and based in Fresno County, California and who perform work for the City of Fresno Handy Ride Para transit program, under contract to the City of Fresno, F.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 rehired after termination of seniority shall be in probationary status until he/she has completed ninety (90) 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 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 full-time employee is defined as an employee regularly scheduled to work thirty-five (35) hours or more in a work week. A full-time Driver shall remain classified as full time for the duration of the bid or bids at which he or she selects and reselects a full-time shift according to his or her seniority, subject to the number of full-time driver shifts created by the Company, regardless of how much the weekly hours may fluctuate for the full timer.

(b) A part-time employee is defined as an employee regularly scheduled to work less than thirty-five (35) hours in a work week. A part-time employee is defined as an employee regularly scheduled to work less than thirty-five (35) hours in a work week. 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. If a part time employee works thirty-five (35) or more hours in a workweek, each week for four (4) consecutive weeks, the Company agrees to add an additional full time shift, which shall be assigned by the Company in accordance with Article 15 (BIDDING).

(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, May 7, 2021, and shall continue in full force and effect through 11:59:59 p.m. on February 17, 2024. Thereafter, it shall continue unless written notice of election to terminate or modify any provisions of this Agreement is given by either party.

#### 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, Mechanic, Entry Level Mechanic, Dispatcher, Scheduler, Reservationist and Utility Worker 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. 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. The Company agrees to notify the Union before hiring any employee in a Bargaining Unit classification that has remained unfilled for 180 calendar days or more due to the Company's staffing prerogatives.

### 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.



### 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. 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.
- (g) Misuse of leave as subterfuge, to accept employment elsewhere, or for a purpose 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 and part time status, amount of dues taken out, and any terminated employees. Job classification change, changes in full time and part time status. 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 or 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 employees 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 or 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 or her duties outside of their scheduled shift whenever possible.

(c) 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 Company's representative present. In the event that the ATU wishes to review the employee's personnel file without the Company 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.

#### 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 Fresno, 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 transportation service contract to one customer is terminated, then rights and

obligations of this Agreement associated with work done for that customer is terminated, except for the pending dispute resolution as described in the previous sentence. 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.

### **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 services 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 Fresno, F.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 Fresno, F.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 individuals 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 - NO 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 Company, and (b) there will be no lockouts by the Company.

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 responsibility 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**

In acknowledgement of the nature of the Company's operations and the very special and overriding safety considerations, the Company has adopted formal provisions for fitness for duty Drug and Alcohol screening. The Union acknowledges the Company's zero tolerance policy towards any drug and alcohol use. The Union acknowledges that certain Federal drug and alcohol testing requirements bind the Company. The parties agree to follow only the minimum requirements as described in the F.T.A. and D.O.T. (F.M.C.S.A.) drug and alcohol policies. Any disputes regarding particular provisions of the drug and alcohol policy will be subject to the procedures in Article 10.

## 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

**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 or her designated representative. The written grievance must be presented to the General Manager or his designee within fifteen (15) calendar days of when the employee or ATU knew, or had risen to the grievance. After the filing of a grievance with the General Manager or his designee, the General Manager or his designee shall contact the Union representative of the aggrieved party to arrange a time and place to meet in an attempt to resolve the grievance within fifteen (15) calendar days from receipt of the written grievance. The General Manager or his designee shall have 14 calendar days from the set meeting in which to render a written response.

**Step 2:** If the grievance is not resolved in Step 1 within ten (10) calendar days of the General Manager's Step 1 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 1 decision or absence of decision, a meeting between the Vice President of Operations or Corporate Human Resources representative. Within ten (10) calendar days of the request, the parties shall schedule a meeting at the Company's Fresno facility where all parties shall be present. The Vice President of Operations or designee shall have 14 calendar days in which to render a written 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.

In the event a time limit within this Article or Article 11 – Arbitration, expires, for either party, on a Saturday, Sunday, a recognized Agreement holiday or on a day that the business office is closed, the final day shall be the next business day the office is open.

## **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 the 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 or her jurisdiction and authority shall be final and binding on the aggrieved employee, ATU and the Company.

### Section 11.4 - Burden of Persuasion in Discharge or Discipline Matters

In all cases involving discharge or discipline, the burden of persuasion on the issue of whether or not the grievance engaged in misconduct or wrongdoing shall rest on the



Company. The burden of persuasion on the issue of whether the discipline imposed was excessive, unreasonable or an abuse of Management discretion shall rest on ATU.

Section 11.5 - 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 11.6 - Extension of Time

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

**ARTICLE 12 - HOURS OF WORK**

Section 12.1 - Purpose of Article

The sole purpose of this article is to provide a basis for the computation of straight time, overtime, and other premium wages. Laws of State and Federal government or terms agreed to shall govern the payment of wages. Employees shall receive time and a half after working (8) eight hours on any given day.

Section 12.2 - Workweek

The workweek shall consist of seven (7) days beginning at 12:01 a.m. on Sunday and ending at 11:59 p.m. the following Saturday. Full time employees working schedule days off will be paid at one and one half (1 1/2) time for all work performed provided the employee has worked or will work their full workweek of at least 35 hours.

Section 12.3 - Overtime Work

The Company shall determine when and by whom overtime will be worked. The Company shall determine when and by whom Will Call/Same Day trips are performed, provided, where the performance of such work will require an employee to work beyond their expected end of their scheduled work time that day and to require them to do so would impose a undue hardship on the employee, the Company shall give due regard to the employee's hardship and make every reasonable attempt to assign said Will Call/Same Day trip to another employee who are already out on a route and in the same general vicinity.

The Company shall attempt to offer Day Of, extra work that is required to maintain service of the system to those employees who have signed up on the latest extra list indicating their willingness to perform such unscheduled extra work in the order their seniority. In the event that the persons on the extra list cannot be reached or are unwilling to accept the assignment of said extra work, then the Company may satisfy its unscheduled extra work needs by way of volunteers from any source. In the event that the Company is

unable to fulfill its immediate/unscheduled needs with volunteers, it may offer said work to employees who have not signed up for extra work without regard to seniority.

#### Section 12.4 - Scheduled Overtime Work

All full-time and part-time employees may sign up for scheduled extra work on a weekly basis. Extra work will be assigned by seniority and availability.

### **ARTICLE 13 - LEAVES OF ABSENCE**

#### Section 13.1 - Personal Leave

Personal leaves of absence 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.

#### Section 13.2 - Disability Leave

In general, leaves of absence 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 of 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 or 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 borne equally by the Company and ATU.

#### 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

#### Section 13.7 - Use of Leaves

When an employee is taking any leave required or protected by law, such as Family Medical Leave, the employee will be required to use all available Company provided paid time off including vacation, paid sick leave, and paid Personal Day before going on nonpay status. Further, an employee may be eligible for more than one statutory leave for a single protected leave condition or situation (e.g., FMLA and CA Maternity Leave), and such protected leaves shall run concurrently, unless prohibited by law.

### **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, Operations Manager or Vice President of Operations 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 reach a decision to impose disciplinary action. This shall also include corrective interviews through the disciplinary.

(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 Local Manager to the Vice President of Operations or a Corporate Human Resources representative. A decision from the Vice Present of Operations or a Corporate Human Resources Representative 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 penalty. 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 the employee shall be paid pending the decision of the General Manager. With respect to the above referenced three days off.

#### 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 and acknowledged by the employee.
- Third Violation: Suspension up to, but not exceeding, one (1) day. 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 sixteen (16) 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 (10) 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:

- (a) Negligence in the performance of duties.
- (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, Mechanic or Utility Worker 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, workers 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 - none

Fourth occurrence --- Written warning

Fifth occurrence --- Written reprimand, counseling by general manager

Sixth occurrence --- One-day suspension

Seventh occurrence --- Three-day suspension

Eighth 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)**

Employees shall report punctually for assigned duty but not later than exactly two (2) minutes after his or her report time in order for the Company to maintain the best possible balance of effectiveness and economic efficiency.

An employee reporting more than exactly two (2) 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 employee's control as determined by the General Manager or his or her designee.

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

- First offense: written warning
- Second offense: written warning
- Third offense: written warning
- Fourth offense: verbal written warning
- Fifth offense: Written warning

- Sixth offense: One (1) day suspension
- Seventh offense: Three (3) day suspension and final warning
- Eighth offense: Employee is subject to 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 reassign the employee's work in which event, the employee shall not be eligible for that day's pay.

#### Section 14.6. 1. - Job Abandonment:

An employee who is a No Call/No Show for three (3) consecutive scheduled working days will be considered to have abandoned and voluntarily quit his or her job and will be discharged unless the employee can show justifiable excuse to the Company. An employee who has a single day of No Call/No Show within a rolling 12-month period will be charged with an unexcused absence and receive two (2) Unexcused Absence Occurrences for each incident, unless the employee can show justifiable excuse to the Company. Each No Call/No Show incident within a rolling 12-month period will result in discipline at the Second, Fourth, Sixth, and Eighth levels, respectively, of Unexcused Absence Occurrences.

#### 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 - Safety Vision

Safety Vision shall not serve as the sole basis for disciplinary action, but may be used to corroborate or dismiss any allegations or complaints made against the driver and/or damage found on vehicle to which the employee was assigned. Such observations shall be limited to (5) five minutes before and after the actual time of the alleged incident.



#### Section 14.9 - 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. 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/Part-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 Company shall then allow each full-time employee, in seniority order, to select the vacant full time shifts, and each part-time employee, in seniority order, to select the vacant part time shifts. The most senior 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 employees.

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

#### Section 15.3 - Periodic Shift Bidding. (Paratransit routes)

The Company shall hold as a Shift Bid, as described in Section 15. 1, at least three (3) times a year or when an aggregate of five (5) or more employees have completed training and join the workforce, re-bid the 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 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 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 Shop Steward to a route close to the one they currently have.

The proxy, which must be given to the 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 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 will maintain at least 70% of its Bus Drivers as full timers, and may employ up to 30% of its Bus Drivers as part timers. Part timers will be added through attrition among the full-time Bus Drivers employed as of May 10, 2021, or through increased hiring of Bus Drivers on or after May 10, 2021. The Company agrees to maintain a minimum of 50 full-time drivers provided there is no reduction of service by the City of Fresno. If the number of full-time drivers is reduced below 50, the Company will not apply the 70/30 ratio for full-time versus part-time drivers to that number. In the case of an expected reduction in full timers to less than 50, the Company shall provide notice to the Union as soon as practical. 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.

#### Section 15.6 - Fills by Sedan Drivers

When a position of bus driver becomes available, the Company will post the vacancy and offer it in seniority order to the sedan drivers. If all sedan drivers decline the bus driver position, it shall be offered to full-time and then to part-time bus drivers. If the sedan driver who fills the bus driver position does not successfully complete the training, the employee will return to his or her prior position with no loss of seniority and the position of bus driver will be offered in seniority order in the next sedan driver.

#### Section 15.7

Bus Drivers shall be allowed to bid on any Driver position based on their seniority for which they meet all qualifications. Drivers who bid into a Sedan Driver position shall be compensated at the appropriate Sedan Driver rate for the duration of that bid cycle and will return to the Bus Driver rate when they bid into a Bus Driver position.

## 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 Tuesday 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 twenty-five (\$25) dollars or more, the Company will produce an adjustment check as soon as possible but no longer than within 72 hours from the workday the employee notified the Company. If less than twenty-five (\$25) dollars the adjustment check will be received within five working days from the workday the employee notified the Company.

### 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 five sessions of all mandatory meetings to accommodate employees' schedule. If the employee does not attend they will be subject to the progressive disciplinary process. 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 re-new his or 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

Any chargeable accidents may be appealed through the grievance procedure for resolution up to and including arbitration.

Section 16.7 - Pre Trip Inspection

Fifteen (15) minutes shall be allowed to each Driver to complete required pretrip inspection, including collecting keys and paperwork, as well as walk time to the assigned vehicle, to allow for on-time Yard. Such time shall be included in the weekly minimum hours of work.

**ARTICLE 17 - WAGES**

Section 17.1 - Wages

- (a) The training rates and new hire rates provided in the CBA shall remain Unchanged except insofar as they may need to be increased to satisfy any increase in the minimum wage.

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(b) Wage rates shall be as follows:

Utility New Hire	Renew/Ratification	FY2020	FY2021	FY2022	FY2023
	\$ 12.00	\$ 13.00	\$ 14.00	\$ 15.00	\$ 15.00
1	\$ 13.00	\$ 14.00	\$ 15.00	\$ 16.00	\$ 16.25
2	\$ 13.50	\$ 14.50	\$ 15.50	\$ 16.25	\$ 16.75
3	\$ 14.00	\$ 15.00	\$ 16.00	\$ 16.75	\$ 17.25
4	\$ 14.50	\$ 15.50	\$ 17.00	\$ 17.25	\$ 17.75
5	\$ 15.00	\$ 16.00	\$ 17.75	\$ 18.50	\$ 19.00

Entry Level Mechanic New Hire	Renew/Ratification	FY2020	FY2021	FY2022	FY2023
	\$ 14.00	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00
1	\$ 14.75	\$ 15.75	\$ 16.75	\$ 17.75	\$ 18.75
2	\$ 15.50	\$ 16.50	\$ 17.50	\$ 18.50	\$ 19.50
3	\$ 16.25	\$ 17.25	\$ 18.25	\$ 19.25	\$ 20.25
4	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00

Bus Driver New Hire	Renew/Ratification	FY2020	FY2021	FY2022	FY2023
	\$ 13.00	\$ 14.00	\$ 15.00	\$ 16.00	\$ 16.00
1	\$ 14.00	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00
2	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00
3	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00
4	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.50	\$ 21.00
5	\$ 21.50	\$ 22.25	\$ 23.05	\$ 23.75	\$ 24.50

Mechanic New Hire	Renew/Ratification	FY2020	FY2021	FY2022	FY2023
	\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 31.00
1	\$ 25.00	\$ 26.25	\$ 28.25	\$ 30.25	\$ 31.25
2	\$ 26.00	\$ 27.00	\$ 29.00	\$ 31.00	\$ 31.75
3	\$ 27.00	\$ 28.00	\$ 30.00	\$ 32.00	\$ 32.00
4	\$ 28.00	\$ 29.00	\$ 31.00	\$ 33.00	\$ 34.00

Sedan New Hire	Renew/Ratification	FY2020	FY2021	FY2022	FY2023
	\$ 13.00	\$ 13.50	\$ 14.00	\$ 15.00	\$ 15.00
1	\$ 14.00	\$ 14.50	\$ 15.00	\$ 15.50	\$ 16.00
2	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00
3	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00
4	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	\$ 19.00
5	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 22.50

Reservation New Hire	Renew/Ratification	FY2020	FY2021	FY2022	FY2023
	\$ 13.50	\$ 14.00	\$ 14.50	\$ 15.50	\$ 16.00
1	\$ 14.00	\$ 14.50	\$ 15.00	\$ 16.00	\$ 16.50
2	\$ 15.00	\$ 15.50	\$ 16.50	\$ 17.50	\$ 17.65
3	\$ 16.00	\$ 16.50	\$ 17.00	\$ 18.00	\$ 18.15
4	\$ 16.75	\$ 17.25	\$ 17.50	\$ 18.50	\$ 18.65
5	\$ 17.00	\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.25

Dispatch New Hire	Renew/Ratification	1/1/2020	1/1/2021	1/1/2022	1/1/2023
	\$ 14.00	\$ 15.00	\$ 16.00	\$ 17.00	\$ 17.00
1	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00
2	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00
3	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00
4	\$ 18.50	\$ 19.00	\$ 20.00	\$ 21.50	\$ 22.00
5	\$ 22.50	\$ 23.25	\$ 24.05	\$ 24.75	\$ 25.50

- (c) Payroll Notes:
- Lead Utility Differential pay at \$1.00 per hour.
  - Shop Foreman differential pay at \$1.00 per hour.
  - Lead Dispatcher pay at \$1.00 per hour, paid only; to the most senior person on duty at the time where no supervisors are on property.
  - Company will provide tools for Entry Level Mechanics.

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

The Dispatch/Scheduler shall be paid \$.50 above his or her regular dispatcher's rate of pay.

Initial training prior to revenue-producing work shall be paid at the state or federal minimum wage, whichever is higher.

All employees shall have one rate of pay for all work done including meetings, casual labor and revenue service hours.

#### Section 17.2- Scheduled Shift Pay

A driver, who has been awarded a full time shift via the bid process, will be paid for his or her scheduled daily bid hours when the Company does not allow the driver to complete his or her shift. In the event the driver loses hours as a result of discipline, absence, tardiness, voluntary early quitting from shift for personal reasons or acts of God or acts beyond the control of the Company (such as, the Customer directs a delayed start or early end of service on any day), the driver will be paid for only for the actual hours they have worked. Drivers who have not completed their scheduled daily bid hours, shall be required to accept additional trips for the balance of their daily bid hours

### **ARTICLE 18 - PAID HOLIDAYS**

#### Section 18.1 - Holidays

All nonprobationary, full-time and part-time employees shall receive pay for the following holidays.

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Eve (half day)

- 9. Christmas Day
- 10. Personal Day

\*Note: Employees may use the Personal Day for any scheduled day off with at least seven (7) calendar days request, and the Company shall approve or deny the request within three (3) calendar days following the request. The Personal Day must be used within the calendar year, and may not be carried from one year to the next, with the exception of a Personal Day that becomes available to an employee in November or December, following the employee's probationary period, which may be carried into the following calendar year.

#### Section 18.2-Pay

Holiday pay shall be calculated at the employee's regular service rate and will be based upon the employee's regularly scheduled shift. If the holiday falls on the employee's normally scheduled day off, then the holiday pay will be computed by using the average number of hours worked per day during the previous pay period, with a maximum of eight (8) hours for full-time employees and four (4) hours for part-time employees. 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.

#### Section 18.3 - Eligibility

In order to be eligible for holiday pay the employee must work his or her scheduled day before and scheduled day after the holiday, and must also work on the holiday, if so scheduled.

#### Section 18.4 - Work on Holiday

For those employees who are scheduled to work on a recognized holiday, they must work unless granted the day off by the Company. A holiday work sign-up list shall be posted for those who wish to work on a holiday a sign up shall be posted (10) ten days prior to the holiday; any assignments will be by seniority. In the event an insufficient number of employees sign up, then work on the holiday shall be assigned in reverse seniority order of those who are not scheduled to work. Notification to employees of assignments shall be made no less than (72) seventy- two hours prior to any holiday.

#### Section 18.5 - Pay on Holiday Worked

Pay for time worked on a holiday shall be at straight time hourly rate of pay for all hours worked.

Section 18.6 - Work Scheduled

Due to Paratransit contract service change, Company will now be required to provide service on the following holidays:

4th of July  
Thanksgiving Day  
Christmas Day  
New Year's Day

This is a new service that has not been provided in the past. If an employee covered by this Agreement works on any of the above mentioned holidays, the employee will be compensated at one and one half (1 ½) times the regular hour rate, plus the holiday pay outlined above in Section 18.2

**ARTICLE 19 – VACATIONS**

Section 19.1- Eligibility

All full-time employees shall receive, after one (1) year continuous employment, a 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 or she has accrued.

All part-time employees shall accrue vacation hours at 50% of the full-time employees' accrual rate, to a maximum of 20 hours of paid vacation after one (1) year of service as a part timer and a maximum of 40 hours after two (2) years or more as a part timer. Vacation must be used in 20-hour increments over a full workweek.

Section 19.2-Vacation Pay

Less than (1) one year of service: 0.42 per month = 5 days  
More than (1) one years of service: .0 83 per month =10 days  
More than (6) six years of service: 1.25 per month = 15 days

Employees completing twelve (12) years of continuous service will receive twenty (20) vacation days per year.

Maximum Vacation Accrual:

Unused vacation cannot exceed an employee's annual accrued vacation plus one (1) year's entitlement at any time. Vacation entitlement will cease to accrue whenever, and as long as, the amount of vacation earned but not taken equals or exceeds two times the maximum amount for which the employee is annually eligible. The accrual of vacation will



not resume until such time as the vacation earned but not taken is less than two (2) times the annual entitlement.

Example: If an employee's annual entitlement is five (5) days the maximum amount they can accrue is ten (10) days. Once the employee reaches ten (10) days, they will cease accruing until he/she takes vacation time and drops below the ten (10) day maximum.

#### Section 19.3 - Proration

All employees with vacation accruals who are laid off or terminated shall receive the cash value of any vacation accrued balance at the time of layoff and/or termination. Vacation accruals are on a monthly basis. After one (1) year accumulated vacation may be used with the advance approval of the Company.

#### Section 19.4 - 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) Utility Worker, one (1) Entry Level Mechanic, one (1) Mechanic, one (1) Reservationist, one (1) Dispatcher be allowed to schedule vacation during the same period of time. In the event of an emergency situation, including a shortage of operators, the Company may reschedule a previously scheduled vacation based on the needs of transportation service.

#### Section 19.5 - 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.

#### Section 19.6 - Vacation Pay Cash Out

Employees may cash out any accrued vacation hours at any time, with fourteen (14) days' notice to the Company. The cash out will occur on a regular payday.

### **ARTICLE 20 - BEREAVEMENT LEAVE**

In the event of a death in the employee's immediate family, full-time or part-time employee shall be entitled to a maximum of three (3) days off with pay for bereavement leave. Immediate family shall include the employee's: spouse, child, parent, sibling, parent of spouse, and grandchild. Two (2) additional days of unpaid leave will be

granted upon request, if travel of 250 miles one way, or more, is necessary, without incurring an attendance penalty.

Pay for bereavement leave will be based upon the full-time employee's regularly scheduled shift, or for part-time employees at the rate of four (4) hours. Bereavement pay will not be counted as hours worked for the purpose of computing overtime pay. Upon request, the employee shall provide documentation showing death, funeral, or memorial service or ceremony.

## **ARTICLE 21 - HEALTH, DENTAL AND VISION INSURANCE**

### **Section 21.1 - Provision**

The Company shall continue to provide to eligible full-time bargaining unit employees the same group health plan(s), a group dental plan(s) and a group vision plan(s) maintaining the same level of plan benefits for the life of the Agreement. The Plans in effect on May 10, 2021, are Kaiser HMO Deductible Plan (Plan), Blue Cross Blue Shield Dental, and VSP Vision.

### **Section 21.2 - Eligibility**

Eligible bargaining unit employees are those who are full time and who are eligible to participate in said corporate plans. For the purpose of this Article, employees shall become eligible to participate on the first of the month after they have completed 30 calendar days of full-time employment.

### **Section 21.3 - The Health Insurance Contribution**

The Company will pay 100% of the premium cost of the corporate medical plan for an eligible full-time employee's single coverage and 85% of the aggregate premium cost of non-single coverage for an eligible employee, their spouse/ domestic partner and immediate family. Employees electing to receive said non-single coverage shall pay their share of said plan.

### **Section 21.4 - The Company's Dental Insurance Contribution**

The Company shall continue to contribute up to thirty-five dollars (\$35) per month for an eligible employee who enrolls in the dental plan(s) provided by the Company.

### **Section 21.5 - Vision Insurance Contributions**

The Company shall continue to contribute up to twenty dollars (\$20) per month for an eligible employee who enrolls in the vision plan(s) provided by the Company.

### Section 21.6 - Benefits for Part-Time Employees

Part-time employees will be offered a limited benefit medical plan that meets the Minimum Essential Coverage (MEC) as described by the Affordable Care Act. The plan offered as of January 1, 2021 shall be the Ternian Health Plan self-funded Minimum Essential Coverage (MEC). Part-time employees who elect to participate in the offered coverage shall contribute 50% of the premium and the Company shall pay 50% of the premium of the plan level elected by the participant. Other provisions in the Agreement notwithstanding, part-time employees' benefits shall be limited to the benefits offered in this paragraph.

Part-time employees shall become eligible to participate on the first of the month after they have completed 30 calendar days of part-time employment.

## **ARTICLE 22 - OTHER BENEFITS**

### Section 22.1 - Physicals/Drug Screens

The Company will pay the cost of required physicals and/or drug screens at Company approved facilities/doctors.

### Section 22.2 - Uniforms

The Company shall supply uniforms when required by the customer as such: Mechanics uniforms: The Company shall be responsible for providing, cleaning and care of uniforms. Lost or missing uniforms shall be replaced at the expense of the Mechanic.

Drivers: The Company shall supply drivers with uniforms. The Company will supply 5 shirts and 1 safety vest. Employees may wear any dark pants or shorts. Employees may also wear outerwear that is appropriate to the job, i.e. clean, non-logoed and in a state of good repair. Jeans or open toed shoes are not allowed. The employee shall be responsible for uniform clearing and care. 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.

### Section 22.3 - 401 (k)

Effective February 18, 2015, the Company will adopt and participate in the Amalgamated Transit Union National 401 (k) Plan. All non-probationary/non-casual employees shall be eligible to enroll and participate in said plan. For any full-time employee who participates in said plan and has been employed by the Company for six (6) months or more, the Company shall contribute on behalf of said eligible employee participant a contribution into the Plan that is equal to twenty-five percent (25%) match of the employee participant's contribution and subject and that is equal to a fifteen percent (15%) cap of the employee's annual earnings.

#### Section 22.4- Sick Pay

Sick leave accumulation: For the purpose of sick leave accumulation, all full-time employees shall from their date of hire begin sick time usage after 90 days of employment earned .75 of a day per month up to a maximum of nine (9) days sick leave pay per year. At the end of each calendar year an employee will carry over his or her unused sick leave to the following year up to a maximum of twenty-four (24) days. Upon leaving the service of the Company unused sick leave will not be paid to an employee.

Eligibility for Sick Leave Pay: After ninety (90) days of continuous employment with the Company, all full-time employees shall be eligible to receive paid sick leave days. Paid sick leave used must be used in increments of (1) hour.

Sick leave Day Use: At any time an employee who is eligible may request and shall receive sick leave pay from his or her accumulated sick pay balance for absence from work due to his or her personal illness, injury or personal business if not compensated by Workers' Compensation.

Carry Over: At the end of each year an employee will carryover his or her unused sick leave to the following year up to a maximum of twenty-four (24) days.

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

Grandfather: Those employees who earned 12 days prior to this Agreement shall continue to receive 12 days annually to a cap of 24 days.

Notwithstanding any statement to the contrary, part-time employees will be provided sick leave accumulation in accordance with State law.

### **ARTICLE 23 - UNION SECURITY**

#### Section 23.1 – Union Notification to Employees

It shall be a condition of employment that the employees of the Company covered by this Agreement shall either become a member of the Union or, in the alternative, pay to the Union an agency fee, no later than thirty (30) calendar days after the effective date of this Agreement, and remain in good standing as provided by the NLRA. 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 Union.

### Section 23.2 – Union Notification to Employees

The Union shall be responsible for informing the employees of their rights to join the Union and pay Union dues or to pay agency fees.

### Section 23.3 – Company Notification to Employees

The Company shall refer all questions from employees concerning Union membership to the Union or to the NLRB, depending on the inquiry.

### Section 23.4 – Enforcement

In the event a bargaining unit **member** fails to apply for or maintain membership in the Union or pay the required agency fees, the Union will give the Company notice of this fact and within fourteen (14) calendar days after receipt of such notice, such employee shall be terminated by the Company.

### Section 23.5 – Notification to Union

The Company will notify the Union of all new employees hired no later than seven (7) calendar days after the employee starts to work and shall notify the Union no later than seven (7) calendar days after an employee completes the probationary period as established herein.

No less than monthly, the Company will furnish the Secretary-Treasurer of the Union with a list of all bargaining unit employees, along with the seniority date of hire, email address, mailing address and telephone number as is currently in the employee's employment record. The Company will notify the Union of all employees leaving its employment no later than seven (7) calendar days after the employee's last day of work.

The Company agrees to notify the Union of the creation of any new classification within the bargaining unit prior to hiring any employees in the newly established classification.

### Section 23.6 – Seniority List

The Company shall provide the Union with a current Seniority List every month consisting of the employee's name, address, email, date of hire, expected date of probation ending, where applicable ending. The seniority list must be delivered to the Union via mail, fax, or email, no later than the 7th day of each month. The Company shall also provide notification in writing via mail, fax, or email to the Union within seven (7) calendar days after an employee completes probation, termination, change in job classification, and Full-time/ Part-time status.

### Section 23.7 – 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 Union officer will be allowed to use up to thirty (30) 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.

## **ARTICLE 24 - DUES CHECKOFF**

### Section 24.1 - 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 retraining membership in ATU.

### Section 24.2 - 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 24.3 - 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 24.4 - 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

A) Authority to Deduct. I, hereby authorize National Express 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.

B) 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 National Express Transit: (1) during the period commencing thirty (30) days prior to and ending five (5) days prior to (a) the annual anniversary of my execution hereof, or (b) the expiration date of any collective bargaining agreement obligating National Express Transit. to honor the Checkoff Authorization, or (2) during any period when there is not a collective bargaining agreement in effect obligating National Express Transit to honor the Checkoff Authorization.

I voluntarily executed this Checkoff Authorization on \_\_\_\_\_ ' 20,

#### Section 24.5 - 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 22.

#### **ARTICLE 25 - A TEMPORARY VACANCY**

A Temporary Vacancy is defined as any full-time shift that becomes vacant for at least eight (8) days and will possibly be vacant for less than six (6) months within the next scheduled re-bidding of all full-time shifts (excludes scheduled vacation).

A Temporary Vacancy will be bid to all part-time employees who are currently filling a temporary vacancy, within three (3) days from the time it was determined to be a temporary vacancy as defined in a. above.

A Temporary Vacancy will be filled daily until bid as a temporary vacancy.

A Temporary Vacancy will be filled by the driver who bids for it until the end of the vacancy, making the driver ineligible for bidding on any other temporary vacancies which may occur during his current assignment.

A Temporary Vacancy obligates the driver to work the entire shift originally bid, including the same scheduled days off.

A Temporary Vacancy will only last until the original driver returns either as scheduled or as soon as medical leave ends. When a temporary vacancy ends, the driver who filled the temporary vacancy returns to part-time status and becomes eligible to bid on any new vacancies.

#### **ARTICLE 26 - VACANCIES IN FULL-TIME SHIFTS**

In the event a full-time employee elects to vacate his full-time position or the position becomes available through the termination of seniority, or in the event an additional full-time shift is created by the Company, the Company shall do one of the following:

When a full-time vacancy occurs, as determined by the Company, it shall first be offered to a part-time employee in seniority order before non-employee applicants are considered. Employees may elect to remain part-time, if they so desire.

If there is less than six (6) weeks before the next scheduled re-bidding of all shifts, the vacancy shall be treated as a temporary vacancy.

If there is six (6) weeks or more left before the next scheduled re-bidding of all shifts and the vacancy is a PM shift, the Company shall, within three (3) weekdays, post that full-time shift for a period of three (3) weeks. The most senior part-time employee who bids for the open shift shall be awarded that full-time shift.

If there is six (6) weeks or more left before the next scheduled re-bidding of all shifts and the vacancy is an AM shift, the Company shall fill the vacancy by scheduling a "Mark Down." A "Mark Down" shall be defined as a process in which the General Manager makes a correction or modification of a past sign up by allowing only those operators with a lower seniority than the operator whose shift is to be filled to bid according to their seniority on the open shift, or any open shift that becomes available as a result of this "Mark Down" process.

Before taking outside applications, vacancies will be first offered to all qualified Employees who apply.



**ARTICLE 27 - TERM OF AGREEMENT**

**Section 27.1 - Effective Date**

In accordance with Section 2.1, this Agreement shall be in full force and effect at the moment of ratification, May 7, 2021, through 11:59:59 p.m. on February 17, 2024.

**Section 27.2 - 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 therefore agree to commence negotiations on a successor Agreement thirty (30) days in advance of the expiration date provided in Section 27.1 so as to allow them a reasonable opportunity to reach a settlement.

In witness thereof, the duly chosen representatives of the parties hereby affirm that they have authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their hands.

**FOR ATU LOCAL**



Luis Montoya  
President



Monica Chacon  
Vice President



Alfredo Molina  
Secretary/Treasurer



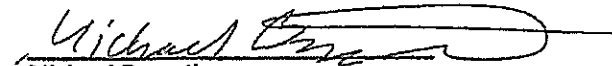
Faitha Jenkins  
Executive Board Member

7/7/21  
Date

**FOR NATIONAL EXPRESS TRANSIT:**



Don Swain  
Region Vice President, West Area



Michael Bozarth  
General Manager

6-22-2021  
Date