

Agreement Between

**FRESNO ECONOMIC
OPPORTUNITIES COMMISSION
and
AMALGAMATED TRANSIT UNION
LOCAL 1027**

December 5, 2021 through April 30, 2024

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PARTIES

This Collective Bargaining Agreement ("Agreement") is by and between the Fresno Economic Opportunities Commission (herein called "Fresno EOC") and Amalgamated Transit Union, Local 1027 (herein called "ATU").

ARTICLE 1 SCOPE OF THE AGREEMENT

Section 1.1 – Bargaining Unit

The term "employee" as it is used in this Agreement shall mean bargaining unit employees as defined under the National Labor Relations Act (NLRA) and as set forth in *Fresno Economic Opportunities Commission and Amalgamated Transit ATU, Local 1027* (2015) NLRB Case No. 32-RC-155529 as follows: All full-time and regular part-time drivers, including but not limited to, CalWorks drivers, Head Start drivers, standby drivers, sub drivers, rural drivers, food delivery drivers, shuttle drivers, dispatchers, vehicle detailers, automotive technicians and mechanics employed by the Fresno EOC at or out of its existing facility in Fresno, California, excluding managers, office clerical employees, guards and supervisors as defined under the NLRA. Any questions or issues which are raised by either party concerning the inclusion or exclusion of employees within the bargaining unit, including disputes arising as a result of the acquisition or addition of additional facilities, which remain unresolved between the parties shall be submitted to the National Labor Relations Board (NLRB) for resolution.

The parties agree that the job classifications that the bargaining unit employees are employed in currently consist of the following: Head Start Bus Drivers, Standby Drivers, Para-Transit Drivers, Food Production Drivers, Transit Mechanic I, Transit Mechanic II, Transit Mechanic III, Automotive Technician, CNG Mechanic, Detailer Lead, Detailer, and Dispatchers.

Section 1.2 – No Individual Agreements

The Fresno EOC recognizes it cannot make any individual agreements with any employees as to their terms and conditions of employment.

Section 1.3 – No Interference

Neither party shall interfere with the internal business of the other.

Section 1.4 – No Assignment

The rights, responsibilities, duties and obligations of either party to this Agreement may not be assigned.

ARTICLE 2 UNION SECURITY

Section 2.1 – Union Membership/Agency Fees

The Fresno EOC will advise new employees by way of an information packet provided by the ATU that they are members of the bargaining unit represented by the ATU and as a condition of employment, they must either become a member of the ATU or, in the alternative, pay to the ATU an agency fee, following thirty (30) calendar days from the effective date of this

Agreement, or thirty (30) calendar days after the beginning of their employment, whichever is later, and remain in good standing as provided by the NLRA.

Section 2.2 – Union Notification to Employees

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

Section 2.3 – Employer Notification to Employees

The Fresno EOC shall make known to the employees that it takes no position regarding whether employees wish to join the ATU or not. The Fresno EOC shall refer all questions from employees concerning ATU membership to the ATU or to the NLRB, depending on the inquiry.

Section 2.4 – Enforcement

In the event a bargaining unit employee fails to apply for or maintain his/her membership in ATU or pay the required agency fees, the ATU will give the Fresno EOC notice of this fact and within seven (7) calendar days after receipt of such notice, such employee shall be terminated by the Fresno EOC.

Section 2.5 – Notification to Union

The Fresno EOC will notify the ATU of all new employees hired no later than seven (7) calendar days after the employee starts to work and shall notify the ATU within five (5) days after any employee completes the probationary period as established herein. No less than monthly, the Fresno EOC will furnish the Secretary-Treasurer of the ATU 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 Fresno EOC will notify the ATU of all employees leaving its employment no later than seven (7) calendar days after the employee's last day of work.

Section 2.6 – Seniority List

The Fresno EOC shall provide the ATU with a current Seniority List every month consisting of the employee's name, address, email, date of hire, expected date of probation ending and social security number. The seniority list must be delivered to the ATU via mail, fax, or email, no later than the 7th day of each month. The Fresno EOC shall also provide notification in writing via mail, fax, or email to the ATU within five (5) days after an employee completes probation, termination, change in job classification, and Full-time/ Part-time status.

Section 2.7 – New Hires

When new or additional employees are needed, the Fresno EOC 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 thirty (30) minutes to speak with each new employee during their initial training to provide an ATU orientation. Fresno EOC management may or may not attend the orientation at their discretion.

ARTICLE 3
DUES CHECKOFF

Section 3.1 – Checkoff

Upon receipt by the Fresno EOC of a Checkoff Authorization, dated and executed by an employee, the Fresno EOC shall deduct, from the wages owed such employee on the first two payroll pay dates 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). The Fresno EOC shall only deduct the ATU's initiation fees, monthly membership dues and/or assessments or agency fees from an employee's wages in the amounts which the Secretary-Treasurer of the ATU has communicated to the Fresno EOC, in writing. The amounts of such dues or agency fees are the amounts properly established by the ATU in accordance with applicable law and the ATU's constitution and bylaws.

Section 3.2 - Procedure

The Fresno EOC shall each month on or before the thirtieth (30th) day of the month, provide the 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 the ATU.

Section 3.3 – Dues/Fees in Excess of Net Wages

In making deductions for ATU dues or agency fees from an employee's net pay during any payroll period, the Fresno EOC shall comply with applicable local, state and/or federal laws, regulations and ordinances relating to wage garnishments and the payment of minimum wages.

Section 3.4— Checkoff Authorization Forms

The Fresno EOC shall not deduct any money from an employee's wages pursuant to Section 3.1 of this Article, unless a Checkoff Authorization form directing the Fresno EOC to either deduct union dues or agency fees is executed by the employee and delivered to the Fresno EOC. The Checkoff Authorizations forms and any information relating to them, attached hereto as Exhibit A, will be provided by the ATU to the Fresno EOC, and once executed, shall be valid for one (1) year or the expiration of this Agreement, whichever occurs sooner.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1 – Management Rights

All of the rights, powers, prerogatives and authorities that the Fresno EOC has historically exercised are retained except those specifically limited by the express provisions of this Agreement. By agreeing to this provision, the ATU does not waive its right to bargain with respect to any mandatory subject about which the ATU has a statutory right to bargain.

ARTICLE 5
LAYOFFS, RECALLS, TRANSFERS AND FILLING OF VACANCIES

Section 5.1 – 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: Head Start Bus Drivers, Standby Drivers, Para-Transit Drivers, Food Production Drivers, Transit Mechanic I, Transit Mechanic II, Transit Mechanic III, Automotive Technician, Detailer Lead, Detailer and Dispatchers, measured in calendar days from the first day of the employee's most recent date of hire. 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 lot. Seniority shall be applicable only as expressly provided in this Agreement. All benefit accruals shall be based on an employee's total time of employment with the Fresno EOC.

Section 5.2--Reinstatement

Reinstated employees are those who are rehired within ninety (90) calendar days from the employee's termination or from a voluntary resignation. Reinstated employees must have been in good standing and eligible for rehire when terminated. Reinstated employees will retain their original date of hire. For purposes of pay, the employee will be reinstated at the pay he/she left with if he/she is reinstated into the same or equal position if available. If hired into another job classification, the appropriate provision will be followed (transfer, demotion, promotion) and the employee's seniority shall be from the last date of hire in the employee's job classification. For purposes of benefits that accrue, entitlement will be restored to original hire date. For all other benefits, reinstated employees will be considered new employees from the date of their re-employment.

Section 5.3 – Introductory Period

An employee who has never accrued seniority under this Agreement or an employee rehired after termination of seniority shall be classified as introductory (or "probationary") employees during the first twelve (12) months of his or her employment. Introductory employees may be subject to discipline and/or discharge without reference to the "discipline and discharge" or "grievance and arbitration" provisions of this Agreement.

Section 5.4:

Decisions concerning layoffs, recalls, transfers and/or the filling of job classification vacancies will be made by management based on seniority, licensing/certification requirements, and ability to deal with particular customer needs.

Section 5.5 – Notice of Recall

The Fresno EOC will forward notice of recall by registered mail, return receipt requested, to the last known address of the employee as reflected on Fresno EOC records. The employee must respond within fourteen (14) calendar days of delivery or attempted delivery of the notice on the date specified for recall, and thereafter, returns to work on such date.

Section 5.6 –Lateral Transfer

A request for voluntary transfer is not automatically granted and must be consistent with the internal recruitment process outlined in Personnel Policy 1090, Recruitment, Selection, and Employment. A voluntary transfer occurs when an employee requests a transfer from one position to another within the same salary range. Employees transferred to a job within the same salary range will continue to receive their existing rate of pay.

Section 5.7—Transfer to Higher Classification (Promotion)

A promotion to include promotions by management action or successful bidding is the advancement from a position in one salary range to a position in a higher salary range. Employees promoted to a job in higher salary range will start at a wage in the new range based on years of experience in their previous position before the promotion. Employee’s anniversary will be changed to the effective date of the promotion.

Section 5.8:

Job and route vacancies will be posted for at least three (3) days for applications to be made by interested and qualified employees. The Fresno EOC may award the job to any qualified applicant based on ability to perform the job, skill, competency and length of service.

Section 5.9:

In the event there is a permanent reduction of bargaining unit work, the Fresno EOC will notify the ATU, and the parties shall meet and discuss particular issues concerning the reduction. The Fresno EOC shall otherwise comply with applicable state and federal laws concerning permanent reductions in force.

ARTICLE 6
SHIFT BIDDING

Section 6.1 - Initial Bid

- a. Bidding shall occur for each of the following job classifications: Head Start Bus Drivers, Standby Drivers, Para-Transit Drivers, Food Production Drivers, Transit Mechanic I, Transit Mechanic II, Transit Mechanic III, Automotive Technician, Detailer Lead, Detailer, and Dispatchers. The bid shall contain the beginning and ending time of the shift, days off, work to be performed on holidays’ schedule, and number of hours scheduled to work.
- b. The Fresno EOC shall develop the number of full-time and part-time shifts for each classification. The number of full time shifts shall not be less than the number of full-time shifts in place as of January 28, 2017 unless there are circumstances beyond the control of the Fresno EOC that would require a reduction of service. The Fresno EOC shall then allow each employee, in seniority order, to select the full time/part-time shifts. 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 this Agreement. For purposes of bidding, an employee’s seniority shall be from the last date of hire in the employee’s job classification.
- c. The Fresno EOC shall post notification of the bid in the facility ten (10) working days prior to the date of the bid. In addition, the Fresno EOC shall notify all employees who are not scheduled to work ten (10) days prior to the commencement of the bid. The posting will identify the runs available, the start and ending times, work to be performed on holidays’ schedule and the days off. Those employees who cannot attend the bid may designate their choice of shift by proxy. The proxy must be

submitted to the Transit Systems Director or designee no later than 5:00 p.m. on the day prior to the scheduled bid. The proxy shall indicate choices in order of preference which shall equal the employee's standing on the seniority bid list. Those employees who fail to bid and who fail to submit a proxy shall be assigned at the discretion of the Fresno EOC following the completion of the bid process by all other employees scheduled to bid.

Section 6.2 – Permanent Vacancies in Shifts:

Vacancies in Full-Time/Part-Time Shifts: When a shift becomes permanently available between regular bid periods, the Fresno EOC will, within three (3) weekdays, post the vacancy for four (4) days. The most senior regular employee, who has less seniority than the employee who held the vacated shift, and who bids for the vacancy, shall be awarded that shift.

If and when the Fresno EOC creates an additional shift between bid periods, the above procedures apply except that the new position will be posted for ten (10) 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 but not less than seven (7) calendar days.

Section 6.3 – Annual Shift Bidding:

On the effective date of this Agreement, an initial shift bid will be held as described in Section 6.1, and thereafter the Fresno EOC shall, at least once a year in May 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 Fresno EOC shall determine the specific date. The Fresno EOC shall post the bids for the shifts and provide a copy to the ATU at least five (5) week days prior to the starting of 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 received by the Transit Systems Director or designee no later than 5:00 p.m. on the day prior to the scheduled bid, shall indicate choices in order of performance 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 at the discretion of the ATU.

Section 6.4 – Changes in Shifts:

- a. The Fresno EOC shall have the right to adjust shifts up to one and a half (1 1/2) hours a day without rebidding and without reducing the total bid time and pay of the shift. The intent of this section is to accommodate customers and their needs.
- b. No driver shall lose any benefits as a result of time taken out of their route due to reduction in clients/ passengers transported on their scheduled route.
- c. The maximum number of reduced hours shall not exceed three (3) hours in any week from the employee's original shift bid time.

Section 6.5 – Start Locations for Routes

The start locations will be identified for all routes included in the bid process. The start location for all routes identified in the bid process will not be changed during the bid cycle except by mutual agreement of the parties or if the route becomes vacant. The ATU recognizes that the Fresno EOC has the right during a bid cycle to establish routes in addition to those identified in the bid process. If additional routes are established during a bid cycle, the Fresno EOC will post such routes for all of the ATU unit employees, as well as give the ATU notice of such additional route(s). The notice and posting shall occur at least two-weeks prior to the start of such routes.

Section 6.6 – Temporary Vacancy:

- a. A temporary vacancy is defined as any full-time shift that becomes vacant for at least five (5) or more working days. All temporary vacancies shall end upon the expiration of the current annual bid.
- b. Temporary vacancies will be bid by all part-time and on-call employees within three (3) days from the time it was determined to be a temporary vacancy was defined in “a.” above. Any shift that becomes vacant after the temporary vacancy bid may be filled by a part time or on-call employee up to a maximum of three (3) weeks. After three (3) weeks, the Fresno EOC shall fill the temporary vacancy by scheduling a Mark Down, as defined in Section 6.6, and allowing only those operators with a lower seniority than the operator who’s 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.
- c. A temporary vacancy will be filled daily until bid as a temporary vacancy.
- d. 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.
- e. A temporary vacancy obligates the driver to work the entire shift originally bid, including the same scheduled days off. The exact date of each filling of a temporary vacancy will only last until the original driver returns either as scheduled or as soon as the temporary assignment ends. When a temporary vacancy ends, the driver who filled the temporary vacancy returns to part time or on-call status, as the case may be, and becomes eligible to bid on any new vacancies.

Section 6.7 – Vacancies in Full-Time Shifts:

In the event a regular 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 Fresno EOC, the Fresno EOC shall do one of the following:

If there is less than six (6) weeks left 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, the Fresno EOC shall fill the vacancy by scheduling a “Mark Down.” A “Mark Down” shall be defined as a process in which the Transit Systems Director or designee makes a correction or modification of a past sign up by allowing only those employees with a lower seniority than the employee 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.

ARTICLE 7 **DISCIPLINE AND DISCHARGE**

Section 7.1:

The Fresno EOC will retain the right to discipline and discharge employees pursuant to the Fresno EOC’s Personnel Policies and Procedures Manual (November 30, 2020), Policies 1040-1050, 5010-5090, 6010-6030 and 7010-7060, providing that in the exercise of this right it will not act in violation of this Agreement. Introductory (or “probationary”) employees shall not have recourse to Article 8, Grievance and Arbitration. An “introductory employee” is an employee working during the Introductory Period as defined in Section 1140 of the Fresno EOC’s Personnel Policies and Procedures Manual.

Section 7.2:

Prior to any discipline, suspension or discharge, and if requested by the employee, the Fresno EOC will notify the ATU Steward or Representative and they will have the right to be present when formal charges are made, if they so desire. The ATU Steward or Representative will have the right to interview workers in private. ATU Representatives shall have access to the employee’s personnel file upon delivery to the Fresno EOC of an authorization and release signed by the employee. An employee’s medical information shall only be provided to ATU Representatives if the signed authorization and release from the employee specifically authorizes a release of the medical information.

Section 7.3:

When an employee is disciplined, suspended or terminated, a copy of the written notification from the Fresno EOC will be given to the employee and to the ATU within twenty-four (24) hours.

Section 7.4:

Any disciplinary action taken by the Fresno EOC will be treated as a first occurrence if given more than twelve (12) months from the last previous disciplinary action taken against the employee. However, the Fresno EOC may consider all previous disciplinary actions in an employee’s work history when making employment decisions.

Section 7.5—Transfer to Lower Classification (Demotion)

Employees who are demoted temporarily or permanently to a job in a lower salary range will be paid at their wage rate in the new classification based on years of experience in their previous position. For example, if a Head Start Bus Driver with over 4 years of experience is transferred to a position as a Para-Transit Driver, he/she will receive wages in the Para-Transit Driver classification that a Para-Transit Driver with over 4 years’ experience would receive. Except in

emergency situations, employees shall not be used to perform the duties of a higher compensated salary range employee.

Section 7.6:

An employee who is dissatisfied with a disciplinary action shall have the right to request a meeting, through the President of the ATU (or designee), with the Transit System Director (or designee) of the Fresno EOC. The request for such a meeting shall be made in writing within seven (7) work days of notice of the disciplinary action. Meetings provided for in this section shall be conducted within seven (7) days.

Section 7.7:

In the event an employee remains dissatisfied with the disciplinary action, he or she may file a written grievance within seven (7) calendar days of the close of the meeting requested under Section 7.5, or fourteen (14) days of notice of the disciplinary action if no meeting is requested under Section 7.5. The Fresno EOC shall respond to the grievance in writing within ten (10) days of receiving the grievance. The grievance will then be referred for resolution under Article 8, Grievance and Arbitration beginning with Section 8.6, Step Three, if the parties agree to mediate the matter, or directly to Section 8.7, Step Four, and proceed with arbitration.

ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 8.1:

The parties to this Agreement agree that all disputes which arise between the Fresno EOC and the ATU concerning the interpretation or application of this Agreement will be subject to the Grievance and Arbitration Procedure. The parties further agree that this Grievance and Arbitration Procedure will be the exclusive means for handling and resolving any and all disputes under this Agreement.

INFORMAL RESOLUTION: An employee has the right to choose to discuss his or her issue which may lead to a grievance with the Fresno EOC's Human Resources Office outside the procedures under this Article in an effort to resolve the issue or to initiate a formal grievance through the process set forth below.

Section 8.2:

Aggrieved employees will have the right to be present at each step of the grievance procedure. In the event the grievance meeting or grievance process is conducted during regular working hours, the Fresno EOC will cooperate in making employees available.

Section 8.3:

Time limits may be extended or reduced only by written mutual agreement of the parties. Failure by the party filing the grievance to comply with time limits will constitute a withdrawal of the grievance. If the party receiving the grievance fails to comply with the time limits, the grieving party will have the right to move the grievance to the next step. Grievances dropped by the ATU or the Fresno EOC prior to arbitration will be considered as withdrawn without prejudice to either party's position on a similar matter in the future.

Section 8.4:

STEP ONE: Any issue arising under this Agreement will be taken up between the Fresno EOC's Human Resources Office and the ATU Steward or Representative who will use their best efforts to resolve it. Failure to file a grievance in writing with the Human Resources Office within thirty (30) calendar days from the event giving rise to the grievance or the discovery thereof by the grieving party shall constitute a waiver of such grievance. A grievance involving the discipline or discharge of an employee will be filed in writing with the Human Resources Office within the time limits set forth in Article 7, Section 7.6, and shall proceed directly to Section 8.6 or Section 8.7, as the case may be. For all other grievances, in the event that the grievance is not resolved in the first step, the grieving party will reduce the grievance to writing and set forth the basis thereof and will only be submitted to the Human Resources Office to request a meeting to resolve the issue.

Section 8.5:

STEP TWO: Any grievance not resolved in Step One will be discussed in a meeting between the ATU and the Fresno EOC representative(s) designated to resolve the matter within thirty (30) calendar days of the filing of the written grievance. If the grievance is not satisfactorily resolved in such a meeting, the party receiving the grievance will provide the grieving party with a written response including, if applicable, the basis for denial, within fifteen (15) calendar days of the Step Two meeting. If the party receiving the grievance fails to respond within fifteen (15) calendar days, the grieving party shall have the right to move the grievance to the next step.

Section 8.6:

STEP THREE: Upon the agreement of the parties, the grievance shall be submitted to mediation within thirty (30) calendar days of receipt of the written response before proceeding to Step Four. The mediation shall be confidential and non-binding. Any submissions or statements made during the mediation shall be inadmissible in any arbitration proceedings. Mediation shall be conducted according to the following procedures.

A. Selection of Mediator: The parties shall agree to select a mediator within fifteen (15) calendar days after the mediation procedure is requested. In the event parties fail to agree on a mediator, they shall request the services of the Federal Mediation and Conciliation Service.

B. Timing of Mediation: Unless otherwise agreed, the mediation shall be conducted within fifteen (15) calendar days after the selection of the mediator. The mediation shall be conducted during working hours.

C. Cost of Mediation: All mediation fees and expenses, will be paid by the parties in equal shares.

Section 8.7:

STEP FOUR: If the grievance remains unresolved following a good faith effort to mediate the matter, or the parties do not agree to mediate, the grieving party must file a written notice of intention to arbitrate with the other party within thirty (30) calendar days after the mediation meeting. Failure to file within the time period will waive the grievance with prejudice.

Section 8.8:

ARBITRATION: Where a matter has been properly and timely referred to arbitration, the aggrieved party shall request a list of nine (9) arbitrator-candidates from the State Conciliation Service. The parties shall meet and confer to discuss whether a mutually acceptable arbitrator can be selected from the list of names provided. Failing that, each party shall alternately strike names from the list, beginning with the aggrieved party. The remaining named arbitrator-candidate shall then serve as the arbitrator.

Section 8.9:

The arbitrator will consider and decide the grievance referred. The arbitrator's decision shall be based on the four corners of this Agreement, and shall be final and binding upon all parties and the arbitrator will have no authority to modify, amend, change, alter, or waive any provision of this Agreement.

Section 8.10:

The arbitrator's decision will be in writing, signed, and delivered to the parties. All testimony in the arbitration hearing will be under oath and, if either party desires, reported and transcribed. All arbitration fees and expenses will be paid by the parties in equal shares. Each party shall bear the cost of their own representation and presentation at the arbitration

Section 8.11:

The arbitrator will have the authority to revoke or modify any form of discipline and to award back pay for lost earnings if he or she so determines. The arbitrator will have access to the Fresno EOC or the ATU property as necessary and relevant to the specific grievance, providing no interference with the regular business of either party results. The arbitrator shall allow briefs.

ARTICLE 9
NO STRIKE/NO LOCKOUT

Section 9.1 – No Strike/No Lockout:

During the term of this Agreement, or any extension thereof, the Fresno EOC agrees there will be no lockouts and the ATU agrees that it will not directly or indirectly cause, encourage, sanction, or participate in any strike, work stoppage, slowdown, or boycott against the Fresno EOC.

Section 9.2 – Lawful Primary Picket Line

This Article is not intended to prohibit employees from honoring a primary picket line established at their work location and authorized by another union representing Fresno EOC employees, provided that the establishment or maintenance of said picket line is not a violation of any law, or of any contract to which said other union is a party.

Section 9.3:

If there is a claimed violation of Section 9.1, the ATU shall do everything within its power to end or avert the violation. Any employee found to have engaged in conduct in violation of Section 1 shall be subject to immediate discipline or discharge.

ARTICLE 10
LEAVES OF ABSENCE

Section 10.1:

The Fresno EOC shall continue to comply with applicable federal and state laws concerning legally mandated leaves of absence. All other leaves of absence or permitted absences from work shall be as provided for in the Fresno EOC's Personnel Policies and Procedures Manual (November 30, 2020), Policies 4010, 4020, 4030 and 4040.

Section 10.2:

Such leaves will not constitute a break of the employee's seniority.

ARTICLE 11
NO DISCRIMINATION

The Fresno EOC and the ATU agree that they will not discriminate against any employee or applicant because of race, creed, color, religion, sex, age, ancestry, pregnancy or related medical condition, marital status, sexual orientation, physical handicap, medical condition, disability, veteran's status, political belief, national origin or protected union or non-union activity or any other reason prohibited by federal, state or local law or regulation.

ARTICLE 12
SUPERVISORS AND BARGAINING UNIT WORK

Bargaining unit work will be performed solely by bargaining unit employees except that supervisors will be permitted to perform bargaining unit work in the case of an emergency or to train and/or instruct bargaining unit employees in the performance of bargaining unit work. For the purposes of this agreement, an "emergency" shall be defined as "an unforeseen combination of circumstances that calls for immediate action."

ARTICLE 13
UNION RIGHTS AND ACCESS TO EMPLOYER PROPERTY

Section 13.1:

Representatives of the ATU may take access onto Fresno EOC property only for the purpose of representing bargaining unit employees, and only upon the following conditions:

A. At least twenty-four (24) hours' notice is given, except in cases of emergency, and in such cases the ATU will use its best efforts to provide as much notice as possible.

B. No more than two (2) ATU Representatives may take access at the Fresno EOC worksite at any one time, unless otherwise mutually agreed to.

C. ATU Representatives shall obey all Fresno EOC employee safety, food safety and visitor rules at all times when access is being taken.

D. ATU Representatives will not disrupt or delay Fresno EOC operations in any way in taking access.

E. ATU Representatives will contact the Fresno EOC's supervisor on duty immediately upon entering the worksite.

Section 13.2:

ATU Representatives or ATU Stewards shall have access onto Fresno EOC property whenever an employee requests the presence of an ATU Representative or ATU Steward during a conference with the employee concerning possible discipline.

Section 13.3:

The Fresno EOC will recognize up to five (5) ATU Shop Stewards as the ATU's agents to serve in the representation of employees. The ATU agrees to furnish the Fresno EOC with an up-to-date list of all of its officers and stewards within five (5) calendar days of the effective date of this Agreement, and to immediately notify the Fresno EOC of any and all changes thereto. The ATU further agrees to designate one of the stewards as the contact steward for facility-wide issues. The Fresno EOC agrees to furnish the ATU with an up-to-date list of its facility managers and supervisors and to immediately notify the ATU of any and all changes thereto.

Section 13.4

Except as specially provided herein, stewards shall not be compensated by the Fresno EOC for, and they shall clock out when, performing duties of a steward and, shall perform such duties during times when he or she is not scheduled to work for the Fresno EOC, except when the Fresno EOC, and not the employee, has requested the services of a steward, at a meeting.

Section 13.5

The Fresno EOC will allow the ATU to maintain a bulletin board of a mutually agreeable size at a location accessible to bargaining unit employees. The ATU shall be allowed to post notices, meeting information, and other matters pertinent to the ATU's representation activities. Documents posted on the bulletin board shall be on the ATU's letterhead. The bulletin board shall not be used for personal notices or other material not pertinent to official ATU business. The ATU shall be provided reasonable access, during regular Fresno EOC office hours, to maintain the bulletin board.

Section 13.6 – 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.

Section 13.7 – ATU Release Time

The Fresno EOC shall release from duty without pay any ATU representative to conduct ATU business. With these requests, the ATU recognizes the needs of the operation. Except in cases of emergency, the ATU will give twenty-four (24) hours' notice of any request for release time. In the case of an emergency, the ATU will give as much notice of the need for release time as possible.

ARTICLE 14
HOURS OF WORK, REST AND MEAL PERIODS, AND OVERTIME

Section 14.1

The sole purpose of this Article is to provide a basis for the computation of straight time and overtime, and the provision of rest and meal periods. Computation of straight time and overtime, and the provision of rest and meal periods shall be consistent with the Fresno Economic Opportunities Commission Personnel Policies and Procedures Manual (November 30, 2020), Policy 1150, as well as State and Federal laws and/or terms agreed to in this Agreement shall govern the payment of wages. The ATU understands and agrees that some employees work pursuant to four 10-hour day schedules, as provided by California Industrial Welfare Commission (“IWC”) Order No. 9-2001.

Section 14.2

The workweek shall consist of seven (7) days beginning at 12:01 a.m. on Sunday and ending at mid-night the following Saturday.

Section 14.3

The Fresno EOC shall determine when overtime will be worked. The Fresno EOC will maintain a list of employees who request to be considered for extra work. Extra work will be assigned to employees on that list based on seniority and any particular requirements of the position.

ARTICLE 15
MODIFICATION

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written document executed by authorized representatives of the parties hereto.

ARTICLE 16
SAVINGS CLAUSE

In the event any portion of this Agreement shall become ineffective as the result of any applicable local, state or federal law, only that portion of this Agreement so affected shall be ineffective. The remainder of this Agreement shall remain in effect. In the event a portion of this Agreement becomes invalid as described above, either party shall have the right to request negotiations for the purpose of reaching agreement on a provision to replace the invalidated portion

ARTICLE 17
BENEFITS

The Fresno EOC shall continue to provide Holidays, Vacations, Paid Sick Leave, Health Insurance, Life Insurance and Retirement benefits as set forth in the Fresno EOC Personnel Policies and Procedures Manual (November 30, 2020), Policies 3010, 3020, 3030, 3040, 3050 and 3060 during the term of this Agreement.

ARTICLE 18
WAGE RATES

The following wages rates shall be paid during the term of this Agreement. There shall be a Wage Reopener to set the rates to take effect July 1, 2023:

Job Classification	<u>December 5, 2021</u>	<u>7/1/2022</u>
Head Start Bus Drivers		
15 yrs.	\$21.57	\$22.21
10 yrs.	\$20.47	\$21.09
6-10 yrs.	\$20.35	\$20.96
4-6 yrs.	\$19.95	\$20.54
2-4 yrs.	\$19.33	\$19.91
1-2 yrs.	\$18.58	\$19.13
0 - 12mos.	\$17.87	\$18.40
Standby Drivers		
15 yrs.	\$21.57	\$22.21
10 yrs.	\$20.47	\$21.09
6-10 yrs.	\$20.35	\$20.96
4-6 yrs.	\$19.95	\$20.54
2-4 yrs.	\$19.33	\$19.91
1-2 yrs.	\$18.58	\$19.13
0 - 12 mos.	\$17.87	\$18.40
Para-Transit Drivers		
15yrs.	\$18.89	\$19.45
10 yrs.	\$18.28	\$18.82
6-10 yrs.	\$17.95	\$18.48
4-6 yrs.	\$17.50	\$18.02
2-4 yrs.	\$17.18	\$17.70
1-2 yrs.	\$16.64	\$17.13
0 - 12 mos.	\$16.09	\$16.57
Food Production Drivers		
15 yrs.	\$17.41	\$17.93
10 yrs.	\$16.69	\$17.19
6-10 yrs.	\$16.56	\$17.05
4-6 yrs.	\$16.25	\$16.73
2-4 yrs.	\$16.15	\$16.63
1-2 yrs.	\$15.82	\$16.29
0 - 12 mos.	\$15.40	\$15.87
Transit Mechanic I		
15 yrs.	\$34.26	\$35.29

10 yrs.	\$32.62	\$33.60
6-10 yrs.	\$32.31	\$33.28
4-6 yrs.	\$31.84	\$32.80
2-4 yrs.	\$31.71	\$32.66
1-2 yrs.	\$31.13	\$32.07
0 - 12 mos.	\$30.55	\$31.47

Transit Mechanic II

15 yrs.	\$36.12	\$37.21
10 yrs.	\$34.38	\$35.41
6-10 yrs.	\$34.04	\$35.06
4-6 yrs.	\$33.54	\$34.55
2-4 yrs.	\$33.41	\$34.41
1-2 yrs.	\$32.78	\$33.77
0 - 12 mos.	\$32.17	\$33.14

Transit Mechanic III

15 yrs.	\$37.98	\$39.12
10 yrs.	\$36.13	\$37.22
6-10 yrs.	\$35.93	\$37.01
4-6 yrs.	\$35.78	\$36.85
2-4 yrs.	\$35.11	\$36.16
1-2 yrs.	\$34.44	\$35.47
0 - 12 mos.	\$33.80	\$34.82

Detailer Lead

15 yrs.	\$18.58	\$19.14
10 yrs.	\$17.66	\$18.19
6-10 yrs.	\$17.62	\$18.15
4-6 yrs.	\$17.59	\$18.12
2-4 yrs.	\$17.28	\$17.80
1-2 yrs.	\$16.98	\$17.49
0 - 12 mos.	\$16.67	\$17.17

Detailer

15 yrs.	\$17.43	\$17.95
10 yrs.	\$16.58	\$17.08
6-10 yrs.	\$16.18	\$16.67
4-6 yrs.	\$16.08	\$16.56
2-4 yrs.	\$15.80	\$16.27
1-2 yrs.	\$15.53	\$16.00
0 -12 mos.	\$15.26	\$15.72

Dispatchers

15 yrs.	\$21.75	\$22.40
10 yrs.	\$20.64	\$21.26

6-10 yrs.	\$20.35	\$20.96
4-6 yrs.	\$20.11	\$20.71
2-4 yrs.	\$19.33	\$19.91
1-2 yrs.	\$18.58	\$19.13
0 - 12 mos.	\$17.87	\$18.40

ARTICLE 19
DURATION

This Agreement shall be in full force and effect from December 5, 2021 through April 30, 2024. This Agreement shall automatically renew itself upon expiration of this Agreement unless either of the parties shall have given notice in writing to the other party sixty (60) days prior to the expiration, requesting negotiations for a new agreement, together with thirty (30) days prior written notice to the State Conciliation Service. During this sixty (60) day period all terms and conditions of this Agreement shall remain in full force and effect.

**FOR FRESNO ECONOMIC
OPPORTUNITIES COMMISSION**



Emilia Reyes, Chief Executive Officer



Michelle Tutunjian, Chief Operating Officer



Thomas Dulin, Interim Transit Service Director



Michael Garcia, Human Resources Officer

**FOR AMALGAMATED TRANSIT
UNION LOCAL 1027**



Luis Montoya, President



Monica Chacon, Vice President



Alfredo Molina, Treasurer



Andrea Rojas, Executive Board Member

EXHIBIT A
UNION DUES/AGENCY FEE
FORMS

The following documents and forms are attached hereto are current as of December 5, 2021. Any changed or updated documents or forms will be provided by the ATU to the Fresno EOC.

ATU Cover Letter re Membership
ATU Union Dues Deduction Authorization Form
ATU Union Membership Form
ATU Agency Fee Notice
Agency Fee Deduction Authorization Form

