

**AGREEMENT
BETWEEN**

**TRANSDEV SERVICES, INC.
Tulare, CA and Dinuba, CA**

AND

**AMALGAMATED TRANSIT UNION
LOCAL 1027**

Effective: July 1, 2024

AGREEMENT

This Agreement is entered into between Transdev Services (“Company”) and the Amalgamated Transit Union, Local 1027 (“ATU”), 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 the 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:

INCLUDED: All full-time and regular part-time Dispatchers, Drivers, and Service Workers employed by the Employer at or out of its Tulare, California facilities and all full-time and regular part-time Dispatchers and Drivers employed by the Employer at or out of its Dinuba, California facilities, who perform work under the Employer’s contract(s) with the Cities of Tulare, California and Dinuba, California.

EXCLUDED: All clerical, professional and confidential employees, Road Supervisors, Dispatch Supervisors, Driver Development and Safety Supervisors (dds), Maintenance Supervisors, Administrative Assistants, mechanics, guards, and supervisors as defined in the 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 on “probationary” status for 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.

Section 1.4 – Job Classes

The classification of jobs as described in Section 1.2 of this Agreement are defined as follows:

- a) A regular full-time employee is defined as an employee regularly scheduled to work thirty-five (35) hours or more in a workweek.
- b) A regular part-time employee is defined as an employee regularly scheduled to work at least sixteen (16) hours but less than thirty-five (35) hours in a work week, however, the Company may schedule a part-time employee less than sixteen (16) hours in a work week

upon the request of the employee. From time to time, part-time employees may be required to work more than thirty-five (35) hours in a workweek to meet unusually high service demands or other unusual situations. 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 grant that employee full-time status with the exception of temporary vacancies as stated in Section 14.5. When an employee works less than thirty-five (35) hours in a workweek for six (6) consecutive weeks, that employee shall be moved/returned to part-time status.

- c) An extra-board driver is defined as a part-time employee that is regularly scheduled to work at least sixteen (16) hours but less than twenty-eight (28) hours in a work week, however, the Company may schedule an extra-board driver less than sixteen (16) hours in a work week upon agreement of the Company and employee. From time to time, extra-board part-time employees may be required to work more than twenty-eight (28) hours in a work week to meet unusually high service demands or other unusual situations. After working their twenty-eight (28) hours they can sign up for extra work from the Extra Work list based on seniority.
- d) 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.

ARTICLE 2 **SCOPE OF AGREEMENT**

Section 2.1 – Separability

Should any Article, Section or portion of this Agreement be determined to be in conflict with any 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 affected by such decision.

Section 2.2 – 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 specifically referred to in this Agreement; (b) such matters were not 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 the first sentence of this Section 2.3, and finally determines all matters of collective bargaining for its terms. 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.

No employee shall be permitted to waive any of the benefits of this collective bargaining agreement. No waiver or consent to employment under the conditions other than as specified in this Agreement may be asserted by any party, unless there is a signed written supplement to this Agreement, executed by a duly authorized official of ATU and the Company in advance of any deviation from the terms contained herein.

No Company representative or official of ATU has the authority to modify any of the terms contained in this Agreement. Stewards and Executive Board members are not vested with authority to consent to or approve any deviation from the terms of this Agreement.

ARTICLE 3 **SENIORITY**

Section 3.1 – Seniority Defined

An employee's seniority shall be from the last date of hire in the employee's job classification. Seniority shall mean the length of time an employee has been employed as a driver, dispatcher, and Service Worker by the Company or date of hire from the City of Tulare or City of Dinuba, measured in the calendar days from the first day of the employee's most recent date of hire, for the purpose of selecting work, but not limited to, the determination of order in any layoff or recall from layoff or other reduction in work force, bidding runs, assignments, or time off as provided for in this Agreement. If application of the preceding sentences results in two (2) or more employees having the same seniority, the employee's seniority position will be determined by lot. Seniority shall not accrue to a probationary employee until the completion of the probationary period set forth in Article 1 (RECOGNITION) of this Agreement, at which time the employee shall possess seniority as defined in this Section. Seniority shall be applicable only as expressly provided in this Agreement.

Section 3.2 – Layoff

- a) Determination of Layoffs: The Company will determine the timing of layoffs and the number of employees to be laid off.
- b) Layoffs: When a reduction in the workforce 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, return 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 specified 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, unless otherwise provided for by law.
- d) Failure to return to work upon expiration of an approved leave of absence.
- e) Layoff for a period of eighteen (18) 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 other than stated upon request for leave.

Section 3.5 – Seniority List

The Company shall provide ATU with a current Seniority List by the end of the first week of the month consisting of the employee's name, address, email address, date of hire, full-time or part-time status, and any retired or terminated employees, job classification change, changes in full-time, part-time, or casual part-time status. Social Security Numbers will be provided with all new hire notifications 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.

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 and assessments.

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.

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

Employees transferring to a different job classification in the bargaining unit, shall be compensated at the appropriate hourly rate determined by total seniority time in the bargaining unit, but for the purposes of bidding shall be considered a new hire.

ARTICLE 4 **ATU REPRESENTATION**

Section 4.1 – ATU Shop Steward

- a) Recognition of Shop Stewards: From among the employees employes in the Bargaining Unit, ATU may designate, and the Company will recognize not more than two (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 specifically provided in this Section 4.1(b), the shop steward shall not be compensated by the Company for his/her duties as the shop steward and shall perform such duties during times when he/she is not scheduled to work for the Company. Where the Company has requested or the Company has initiated an action, requiring services of a shop steward, the steward shall be compensated for such time.
- c) Access to Personnel/Medical Files: The Company will allow the ATU officials to review an employee's personnel, and/or, medical records, if done so in the facilities' offices. A written and verbal release from the employee must be provided to the General Manager, or designee, prior to Union review of any employee's personnel files. The files will be provided to the Union as soon as practicable once the employee's release has been received as stated in this Section. Medical records will not be released absent a specific release of medical records signed by the employee.

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 positing 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 or other duly appointed ATU Local 1027 officer 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 – Union Release Time

The Company shall release from duty without pay any ATU representative to conduct Union business. With these requests, ATU recognizes the needs of the operation.

Section 4.5 – ATU Visitation

Upon giving reasonable notice to the Company, the Union will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union agent will confine any conversations with employees to non-work time (which includes layover and break time) and his activities will not in a manner interfere with the performance of work by the employee.

ARTICLE 5
CUSTOMER RIGHTS AND CONTINGENCIES

Section 5.1 – Termination of Transportation Service Contract(s)

If the transportation service contract(s) between the Company and its service customer(s), the City of Tulare and the City of Dinuba, 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(s) to one customer(s) is terminated, then rights and obligations of this Agreement associated with work done will be continued by the new contractor, except for the pending dispute resolution as described in the previous sentence. If the service customer(s) 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(s) nor the rights and privileges of such customer(s) under the transportation services contract(s) referenced in Section 5.1 of this Article.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 – Retention of Managerial Prerogatives

Consistent with its obligation under the National Labor Relations Act, the Company retains the sole and exclusive right to exercise all the authority, rights and/or functions of management and expressly retains the complete and exclusive authority, right and power to manage its operations and to direct its employee except as the terms of this Agreement specifically limit said authority, right and powers. Consistent with the same obligations of the National Labor Relations Act, the Company also reserves the right to revise, withdraw, supplement, promulgate, and implement policies during the term of this Agreement as it deems appropriate, provided that such actions do

not conflict with the express provisions of this Agreement. 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 just 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 the 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(s).
- e) To introduce new and improved 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 issue, amend, and revise policies, rules, regulations, and practices including rules of conduct or standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or non-existence of facts which are the basis of management decision; and to carry out the lawful directives of the customer(s) 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 any particular way, shall not be considered a waiver of the Company's right to exercise the same in another way not in conflict with the express provisions of this Agreement.

Section 6.2 – Bargaining Unit Work

It is the understanding of the parties that bargaining unit work shall normally be performed by bargaining unit personnel within the classification in which the work is normally assigned. However, bargaining unit personnel may be cross utilized when manning requirements and operational needs dictate, as determined by management. Additionally, non-bargaining unit employees may be assigned to perform bargaining unit work during urgent demand or emergency situations as needed when no other bargaining unit employees are readily available to perform the work. A bargaining unit employee shall take over work assigned to non-bargaining unit employees during urgent demand or emergency situations as soon as possible as they become available to

take over that work. The Company shall not be required to pull an employee from another assignment in order to replace the non-bargaining unit employee. The Company will not assign a non-bargaining unit employee to perform bargaining unit work for the sole purpose of avoiding the payment of overtime.

Section 6.3 – Contractual Duties

Nothing in this Agreement shall be construed to prohibit the Company from fulfilling its contractual responsibilities to the City of Tulare or the City of Dinuba, 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 Tulare or the City of Dinuba.

Section 6.4 – Work Rules

The Company, after conferring with ATU, 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 ATU a copy of such revision. This Section shall not be construed as a waiver of ATU's statutory rights regarding said revisions except that the ATU acknowledges the Company's right to establish reasonable safety rules as it deems necessary. Should the ATU raise an objection, it must do so in writing within the ten (10) days specified herein or else the ATU's objection is not valid.

ARTICLE 7 **NON-DISCRIMINATION**

Section 7.1 – Equal Opportunity

The Company and ATU each agree that it will not unlawfully discriminate against any individual with respect to hiring, promotion, discharge, compensation and other terms, conditions and privileges of employment nor will it limit, separate or classify employees so as to unlawfully deprive any individual of employment opportunities because of such individual's race, color, religion, sex, national origin, age, disability, or any other trait protected by Local, State, and/or Federal law. 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, with or without notice to ATU, and neither such action nor its effect may be deemed a violation of this Agreement.

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 the gender pronouns and terms shall be construed to include both male and female.

ARTICLE 8
NO STRIKES OR 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, sympathy strike, work stoppage, slowdown, or boycott against the employer, 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. Except that an employee can honor an AFL-CIO sanctioned picket line without receiving any discipline. 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 specifically 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 performing work as scheduled and/or required by the Company.

ARTICLE 9
DRUG AND ALCOHOL TESTING

The parties agree to adopt the Transdev Services substance abuse policy where that policy mirrors DOT/FTA guidelines. In addition, the parties agree to adopt the Company's "Zero Tolerance" policy, and the Company's Non-DOT Post Accident Testing Policy. The Company shall notify ATU in writing when bargaining unit employees are required to submit to Non-DOT Post Accident Testing.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 10.1 – Grievance Procedure

A grievance is a claim that a specific provision of this Agreement has been violated. All parties will make a sincere endeavor before a written grievance is filed to resolve differences between ATU or Employee and the Company in an informal meeting. If any disagreement between the parties arises over the application or interpretation of this agreement, the employees, ATU, and the Company agree that the procedure outlined below shall be the exclusive remedy for such disputes.

Step 1 (Union Grievance) The aggrieved employee party or his/her ATU Representative shall file a written statement of the grievance with the General Manager within fifteen (15) working days of the conclusion of the informal meeting. Such statement shall be in sufficient detail to identify the nature of the grievance, the name of the aggrieved employee, the specific Section of this Agreement allegedly violated and the date and place where the grievance occurred. The aggrieved employee or his/her ATU Representative must sign this statement. Within ten (10) working days after this written statement has been filed, the aggrieved employee and/or his/her ATU Representative shall be accorded a hearing with the General Manager or designee. The General Manager or designee conducting the hearing shall render a written decision within ten (10) working days from the conclusion of the hearing. A copy of the decision will be given to the aggrieved employee/ATU, signed, and dated by said employee. A copy shall be given to the ATU Representative, mailed and/or faxed to the ATU office.

Step 2 (Union Grievance) If the matter is not resolved at Step 1, the ATU Representative shall within ten (10) working days of receipt of the Company's response, from Step 1, request a hearing with the Company's Labor Relations Director (or designee) in writing. The hearing shall be held at the project site(s) within twenty (20) working days of said request. The Company's Labor Relations Director or designee conducting the hearing shall render a decision within ten (10) working days from the conclusion of the hearing. A copy of the decision will be given to the aggrieved employee, signed and dated by said employee, a copy given to the ATU representative, mailed and faxed to the ATU office.

Step 3 (Union Grievance) If the matter is not resolved at Step 2, the ATU may request Arbitration within forty (40) calendar days from the receipt of the Company's Labor Relations Director's (or designee's) written decision.

Section 10.2 (a) – Record Documents

ATU and the Employee will be allowed to review and if requested given copies of all relevant papers and documents pertaining to charges against the Employee. Nothing in this Section shall constitute a waiver of the ATU's right to certain information related to the representation of its members as stated in the National Labor Relations Act.

Section 10.2 (b) – Witnesses

At any grievance hearing regarding suspensions or termination, the Employee and the ATU Representative will have the opportunity to question all witnesses that are employed by the Company and others that may be relevant to the discipline, that are willing to attend the hearing.

Section 10.3 – Arbitration

If the matter is referred to arbitration, the following procedures shall apply:

- a) A list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. If a panelist is obtained from the Federal Mediation and Conciliation Service, selection shall be made within fifteen (15) working days of receipt of said list. The parties shall flip a coin to determine who will strike first and will then alternately strike names from the list until one (1) person is left who will become the arbitrator. If the arbitrator so selected is not available within ninety (90) calendar days, a second arbitrator shall be selected using the same method of selection, unless the Company and ATU mutually agree to waive the ninety (90) day requirement.
- b) The arbitrator will not have the authority to amend, alter or change any provision 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 jurisdiction and authority shall be final and binding on the aggrieved employee, ATU and the Company.
- c) The arbitration expenses (i.e., Arbitrator, Hearing Room, and transcripts) shall be shared equally between both parties.
- d) All decisions and awards of the arbitrator will be considered final and binding.

Section 10.4 – Time Limits

Failure of either party to comply with the time limits, as set forth above will serve to declare the grievance settled in favor of the other party and no further grievance action can be taken.

Section 10.5 – Extension of Time

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

ARTICLE 11
HOURS OF WORK

Section 11.1 – 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.

Section 11.2 – Workweek

The workweek shall consist of seven (7) days beginning at 12:01 AM on Sunday and ending at midnight the following Saturday.

Section 11.3 – Overtime Work

The Company shall determine when overtime will be worked. Employees interested in working extra work shall sign up on the Extra Work List.

- a) Weekly Extra Work: An Extra Work List shall be posted on Monday, pulled down on Thursday at 5:00 PM, and assigned by seniority for extra work the following week subject to availability. The posting will contain all work assignments known by the Company. All other work assignments that arise after the posting will be assigned according to the Daily Extra Work Assignments below. If the work assignment remains open after the posting or the list is exhausted, then the Company shall require employee(s) on the seniority list, in reverse seniority, to perform the work.
- b) Daily Extra Work Assignments: Due to the nature of the Company's operations, there are several work assignments that are received by the Company after the weekly posting on Monday. Daily extra work assignments received before 12:00 PM on the previous day shall be assigned to the remaining available employees on the Overtime List. Daily work assignments received after 12:00 PM the previous calendar day shall be filled on an as needed basis first from the employees on the list then the remaining employees.
- c) Overtime Pay: Overtime will be paid for all hours worked over forty (40) hours in a weekly period. Overtime pay shall be paid at 1-1/2 the regular rate of pay.

If an employee signs up and fails to work or declines the assigned work three (3) times in a bid cycle, then their name will be removed from the Extra Work List. In the event that the overtime list is exhausted, then these removed drivers will be assigned work prior to going to the remaining employees.

Section 11.4 – Seniority List for Holiday Coverage

During Holidays, a sign-up sheet will be posted to allow drivers to volunteer for the Holiday/reduced service runs seven (7) calendar days prior. The work shall be assigned based on seniority order. If there are vacancies left to fill, the work will be assigned according to reverse seniority order. Senior drivers that did not sign up shall not accrue attendance points.

Section 11.5 – Driver Meal and Rest Periods

All dispatch and utility employees will be provided with meal periods in accordance with California Industrial Welfare Commission Wage Order Number 9-2001. The Company will provide a meal period of at least thirty (30) minutes for drivers who work a shift of at least five (5) hours a day. The Company will only provide meal periods in accordance with this Section if the employee has not also been assigned to a split shift where the split is at least thirty (30) minutes.

The Company will provide off-duty meal periods to drivers that are entitled to meal periods as described in the above paragraph. A meal period shall be considered an off-duty meal period whenever the driver is relieved of all duty and allowed to take at least a thirty (30) minute uninterrupted meal period. Off-duty meal periods shall be taken as close to the middle of the scheduled shift as practicable, but the meal period must be provided at least one (1) hour prior to the end of an employee's shift.

The Company shall designate the employee's daily meal period on the bid packets, schedules and manifests distributed to employees. For fixed route service the scheduled meal period shall remain as scheduled unless any minor adjustment is required due to traffic or any other circumstances beyond the control of the Company or the employee. For paratransit services, a reasonable adjustment can be made based on the need of the service or on time performance. The Company shall provide a monthly report to ATU, which shall include documentation of when operators took meal periods (and how long each meal period lasted) during the preceding month.

If the Company fails to provide a meal period to an employee as described in this Section, the employee or ATU must initiate a grievance under Article 10 within ten (10) days after the date of pay for the pay period in question or upon notification to the ATU/employee that the pay requested has been formally denied. Answers to pay request for a missed meal period shall be approved or denied within five (5) working days.

Any and all disputes regarding the application of meal periods shall be subject to the grievance procedure, with the following limitations: all unresolved meal period grievances shall be combined and heard via arbitration, pursuant to Article 10 of this Agreement. If an arbitration regarding meal periods is scheduled, all other pending meal period grievances shall be combined and heard at that arbitration. Any and all disputes or claims alleging that one (1) or more employees was not provided with one (1) or more meal or rest periods in accordance with this Agreement or law, shall be subject to resolution and arbitration provisions of this Agreement.

If the arbitrator finds meal period violations, the affected employee(s) shall be entitled to any applicable non-monetary equitable remedies as well as economic compensation of sixty (60) minutes of pay at the employee's regular rate of pay for each day that the meal period violation occurred.

ARTICLE 12 **LEAVES OF ABSENCE**

Section 12.1 – Personal Leave

Personal leave may be granted for a minimum period of two (2) weeks, to a maximum of eight (8) weeks every calendar year 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.

Requests 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, or the employee may use any available vacation balances at the employee's discretion.

Section 12.2 – Disability Leave

After all State and Federal leaves are exhausted, an employee may request leave of absence because of health and/or medical condition. The leave may be granted for periods up to thirty (30) days, with thirty (30) day extensions, up to a maximum of twelve (12) months. To obtain such disability leave of absence, an employee shall present:

1. A written request for such leave; and
2. A written statement from the employee’s doctor indicating the need for such leave; and
3. The 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 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 his 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. In the event the Company’s Medical Doctor determines that the employee is not able to return to work, the reasons for such determination shall be provided by the Company’s Doctor, in writing to the employee. Any employee protesting removal from service because of an order from the Company’s physician may have his/her case reviewed by a physician jointly selected by the Company and ATU and that physician’s decision will be final. The cost of the third option would be split between the employee and the Company. If an employee is found fit for duty, there will in no way be any back pay awarded.

Section 12.3 – Military Leave

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

Section 12.4 – Civic Leave

An employee who is required to report for jury duty or who is subpoenaed to testify at a hearing in which the employee is not a party shall be granted leave for such service. If the employee reports for service and is excused therefrom, he shall immediately contact the General Manager and stand ready to report to work, if requested.

Section 12.5 – Family Leave

The Company shall comply with State and Federal Leave Laws.

ARTICLE 13
DISCIPLINE

Section 13.1 – 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 be 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 and clients, the Company shall provide written notification to ATU of required changes seventy-two (72) hours

before implementation. 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 ATU of any changes.

Section 13.2 – Disciplinary Procedures

A General Manager, Operations Manager or Regional Vice-President, or his/her designee will perform disciplinary processes.

The Manager to whom the individual is requested to report, shall meet with the employee and, if requested by the employee, the employee's ATU representative prior to reaching a decision to impose disciplinary action.

If the Company proceeds with the disciplinary process, the Company shall provide written notice to the employee. Such notice shall state the nature of the offense with which the employee is being charged. Upon the employee's receipt of such notice, the employee may request a review of the charges with the General Manager to be held within a three (3) day period of receipt of such notice.

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

Nothing in this Article 13 shall prevent ATU from appealing a decision of the respective General Manager to the Labor Relations Director prior to a possible grievance being filed.

Safety Investigation Leave: Upon an initial assessment of preventability by the General Manager or his/her designee, any employee involved in a major incident will be placed on administrative leave while the incident is being investigated to determine root causes and preventability for a period not to exceed ten (10) calendar days. Administrative leave is unpaid unless the incident is determined to be non-preventable. However, an employee may use unused vacation time during a safety investigation leave. Employees may perform other non-safety sensitive functions if available and/or appropriate until a final determination is made.

Section 13.3 – 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 the serious infractions listed in Section 13.4, the attendance policy as listed in Section 13.5 and Section 13.6, the Safety Policy and Discipline as listed in Section 13.8, or the Company's Drive-Cam Policy, 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 by General Manager.
- Second Violation: Written warning notice.
- Third Violation: Suspension up to, but not exceeding, one (1) day. Lesser discipline may be imposed at the sole discretion of the Company.

- Fourth Violation: Dismissal from employment with the Company. May be lesser discipline at the sole discretion of the Company.

Section 13.4 – Serious Infractions

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

1. Falsifying Company records or making false statements on application for employment or other Company forms.
2. Reporting for work while under the influence of alcohol or drugs.
3. Use or possession of any alcoholic beverages or drugs on Company premises or vehicles.
4. Refusal to take an alcohol or drug test when requested by the Company.
5. Theft of Company property or customer property or property of another employee.
6. Physical violence, or fighting, on Company premises or vehicles.
7. Possession of firearms, weapons, explosives, and similar devices on Company premises or vehicles.
8. Unwanted touching, physical contact, or indecent/sexual conduct, resulting in conviction, or a substantiated written complaint with Company employees, passengers, or members of the public. This includes sexual or other forms of harassment directed at the passengers, fellow employees, the client or any third party.
9. Insubordination, including refusal or failure to perform assigned work.
10. Threatening, intimidating, coercing, or abusing fellow employees or passengers.
11. Altering the time record of another employee, having someone else alter another employee's time record, or alteration of a timecard.
12. Gross negligence, deliberate destruction, defacing, damage, or loss of any Company property or property of another employee.
13. Operating a Company vehicle without a valid driver's license and all other certificates required by Federal, State or Local law or regulation to operate the vehicle, provided that in the event of temporary loss of the required license or certification, the employee shall first be entitled to thirty (30) days or less unpaid leave of absence to correct said loss of a valid driver's license or other certificates required to operate the vehicles. An additional fifteen (15) days of unpaid leave will be granted if requested by the employee in writing. Failure to have the license or certificates after the thirty (30) or forty-five (45) day leave, whichever is applicable, shall be cause for termination.
14. Negligence resulting in a serious accident, incident, or failure to follow established safety guidelines related to passenger safety.
15. Any time the terms of this Agreement that specify discharge have been met.
16. Operating a Company or customer vehicle that rear-ends another motor vehicle whether moving or not. The immediate discharge shall not apply if such rear-end accident was caused by another party striking the employee's vehicle, provided the employee did not violate any traffic law as documented by the police or other accident report taken at the scene of the accident. If there is less than \$700.00 total damage and no injuries, then the accident will be treated as an Unsafe Act under Article 13.9 Safety Policy and Discipline.

17. Conviction of Local, State, or Federal Laws or regulations that would disqualify anyone from employment under the Company's hiring criteria. Moving violations, which are governed by the Company's Safety Policy, are exempted. Employees are required to report said conviction within twenty-four (24) hours.
18. Deliberately damaging or abusing property.
19. Carelessness or horseplay resulting in property damage in excess of \$5,000.00 or personal injury.
20. Violation of the confidentiality and proprietary information policy.
21. Sexual or any other forms of harassment prohibited by Company policies.
22. Violations of the Company's Safety Policy, Attendance Policy or Substance Abuse and Policy Violations of the following regarding Company vehicles and/or equipment:
 - Operating without a valid license appropriate for that vehicle, equipment, or service.
 - Driving on a suspended license.
 - Driving a commercial vehicle without a valid medical card.
 - Transporting school children without proper school bus certification as required by applicable law.
 - Un-insurability as a vehicle operator, where applicable.
 - Negligent use of a Company owned or provided vehicle or equipment.
 - Unauthorized use of a Company owned or provided vehicle or equipment including transporting unauthorized passengers.
 - Use of a personal cell phone while operating a Company vehicle.
23. Inappropriate, unprofessional, or disorderly verbal or physical conduct directed towards coworkers, passengers, clients, or any third party while acting as a representative of the Company.
24. Entering a passenger's home while in service or in Company uniform without a legitimate business purpose.
25. Use of Company property or Company garages for personal vehicle repair unless authorized by the Regional Vice President.
26. Failing to pass initial, ongoing or changes qualification standards when those changed standards are modified by bargaining or changes required by the client or mandated by Local, State, Federal laws or a regulatory agency.
27. Dishonesty, theft, or improper handling of Company assets or cash.

Section 13.5 – Attendance Policy

ABSENCE

Excused Absence

- 1) Any employee who has properly filled out and received written approval in advance from a Company manager for time off will be considered an excused absence. Excused absences do not count against the employee's attendance record. Approved jury duty, military leaves, union leaves, and family leaves are also considered excused absences.

- 2) An unexcused absence is defined as anytime an employee misses work for one (1) or more consecutive days without prior written approval or without utilizing approved earned time off.
- 3) Excused absences do not count against the employee's attendance record. Approved jury duty, military leave, union leave, and any Leaves of Absences mandated by law are considered excused absences. Any employee who has received written approval in advance from the Company for time off will be considered excused from work.
- 4) Unexcused absences up to five (5) consecutive days are counted as one occurrence, provided proper notice is given. After day five (5), each day of absence is counted as an occurrence unless the employee provides a doctor's note excusing the absence.

Unexcused Absence

- 1) Employees who will be absent are required to notify their supervisor or dispatch at least one (1) hour prior to the starting time of their work shift. Employees giving this proper notice will receive one (1) occurrence point. Employees will be provided with an updated phone list to make this contact. An (unexcused) absence that has not been properly notified shall result in one and one-half (1 ½) occurrence points. Failure to report or notify in any manner the Company shall result in two (2) occurrence points. An employee who is a No Call/No Show for three (3) consecutive scheduled working days will be considered as abandoned and voluntarily quits his/her job and will be discharged unless the employee can show a justifiable excuse to his/her employer.
- 2) Failure to complete an entire shift due to illness or emergency, once the employee reports to work (and the employee returns to work the following day), shall receive attendance points as follows unless excused by a physician or the employee provides verification of an emergency:
 - a. If the employee misses less than one half (1/2) of their shift, he/she will be assessed one half (1/2) point.
 - b. If the employee misses more than one half (1/2) of their shift, he/she will be assessed one (1) point.
- 3) Missing a required paid meeting shall count as one (1) attendance point unless the employee is on approved leave, has a verifiable emergency, or the employee fails to attend a monthly session as stated in Section 15.2.
- 4) Attendance points shall remain on an employee's record for a rolling twelve (12) month period. The rolling twelve (12) month is counted back from the most recent incident of absence. Absences more than twelve (12) months old are not counted.
 - At six (6) attendance points, a written warning shall occur.
 - At eight (8) attendance points, a one (1) day suspension shall occur.
 - At ten (10) attendance points in a floating one (1) year period shall bring automatic termination. Upon mutual agreement, the parties may agree to discipline of less than termination upon accumulation of ten (10) points.
- 5) There will be no pyramiding of discipline.
- 6) For purposes of this Article, an emergency shall be defined as follows: Any unforeseeable situation or circumstance where an employee could not reasonably be expected to

communicate with the Company concerning absence or tardy/miss-out notification in a timely manner. Examples of said situations would include being medically incapacitated, being involved in traffic or other type of accident or having a family member involved in one of the prior situations. By definition, an “Emergency” under the contract would be verifiable, with the understanding that the Company and its employees will exercise a standard of reasonableness when applying the standard to a given *situation*.

- 7) The Company shall recognize and adhere to all provisions of applicable federal, state, or local protected leave laws.

Section 13.6 – Attendance/Miss Outs

A miss out is when an employee fails to report in person or call the General Manager, or their designated representative in accordance with the following:

- a) A half miss-out is an occurrence whereby an employee reports to work more than five (5) minutes late and up to one (1) hour after their scheduled starting time.
- b) Employees who fail to show up or call the General Manager, or their designated representative after one (1) hour from the time they are scheduled to report shall be assessed one (1) miss-out. Three (3) miss-outs in a rolling one hundred eighty (180) day period counting back from the most recent miss-out will result in discipline up to or including a three (3) day suspension.
- c) Six (6) miss-outs in a rolling one hundred eighty (180) day period counting back from the most recent miss-out will result in discipline up to or including termination.
- d) When an employee works ninety (90) days without receiving any miss-outs all miss-outs will be removed from his/her record.
- e) Miss-outs shall not be counted if there is a verifiable emergency as defined in **Section 13.5 (6), Unexcused Absences**.
- f) At the discretion of Management, an Operator who has a miss-out may be assigned standby report [two (2) hour minimum] or be put on their route or be sent home [no pay].
- g) There will be no pyramiding of discipline.

Section 13.7 – Job Abandonment

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

Section 13.8 – Safety Policy and Discipline

Because our clients rely upon Transdev Services for qualified, well trained, and safe drivers, a good safety record on the part of our drivers is essential for us to serve our clients in the safe professional manner they expect. It is the policy of Transdev Services that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook describes the Safety Point System and the other rules and procedures regarding safety. The Safety and Incident Policies as detailed in the Transdev

Employee Handbook, including the Safety Point System, are the agreed upon safety policies for this Agreement.

Section 13.9 – Union Notification

ATU shall receive a copy of any charges filed against any employee and any adverse entry made on an employee's record, and a copy of any decision of any disciplinary hearing. Upon request of ATU shall be furnished non-confidential and pertinent information relative to a discipline and discharge hearing from the personnel records of the employees represented by ATU.

ARTICLE 14 – SHIFT BIDDING

Section 14.1 – Initial Bid

- a) The Company shall develop the number of full-time and part-time shifts. For the duration of this Agreement, the number of full-time shift shall be equal to or one (1) less than the number of full-time shifts in place as of the date of ratification, unless there are circumstances beyond the control of the Company that would require a reduction of service. The Company shall then allow each employee, in seniority order, to select the full-time/part-time shifts. Employees not bidding on a full-time shift also will be considered part-time employees. 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 14, Section 14.2.
- b) The Company shall post notification of the bid in the facility ten (10) working days prior to the date of the bid. In addition, the Company 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 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 General Manager no later than 5:00 PM 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 Company following the completion of the bid process by all other employees scheduled to bid.

Section 14.2 – Permanent Vacancies in Shifts

Vacancies in Full-Time/Part-Time Shifts: When a shift becomes permanently available between regular bid periods, the Company 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.

When the Company 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 14.3 – Periodic Shift Bidding

On the effective date of this Agreement, an initial shift bid will be held as described in Section 14.1, and thereafter the Company shall, at least every four (4) months or when an aggregate of five (5) or more employees have completed training and join the workforce, re-bid the regular full-time/part-time shifts within fourteen (14) days. The Company shall determine the exact date of each re-bid date. The Company shall post bids for the shifts and provide a copy to ATU at least five (5) weekdays 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 by proxy. The proxy, which must be at the General Manager no later than 5:00 PM 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 Company following the completion of the bid.

Section 14.4 – Changes in Shifts

The Company shall have the right to adjust shifts up to one (1) hour a day without re-bidding and without reducing the total bid time [or pay] of the shift. The intent of this Section 14.4 is to accommodate passengers and their needs. The Company and the ATU agree that any employee working an adjusted shift who would lose one (1) hour of work as a result of the adjustment will be placed on standby or assigned to perform other available tasks until the completion of that employee's shift as initially scheduled. An employee may decline being placed on standby should the employee not wish to work hours in excess of his initially scheduled shift.

Section 14.5 – 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.
- b) Temporary vacancies will be bid to all part-time employees within three (3) days from the time it was determined to be a temporary vacancy as defined in "a)" above. Any shift that becomes vacant after the temporary vacancy bid may be filled by a part-time or casual employee up to a maximum of three (3) weeks. After three (3) weeks, the Company shall fill the temporary vacancy by scheduling a Mark Down and 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.
- 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/her current assignment.
- e) A temporary vacancy obligates the driver to work the entire shift originally bid, including the same scheduled days off.

- f) 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.

Section 14.6 – 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 a additional full-time shift is created by the Company, the Company shall do one of the following:

If there are 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 are six (6) weeks or more left before the next scheduled re-bidding of all shifts, 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 fill, 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 15
GENERAL CONDITIONS

Section 15.1 – Payday

All paychecks will be distributed by 12:00 PM or earlier, if possible, every other Friday and will cover all monies due through the Friday of the prior pay period.

Employee timesheets are available for review for accuracy on the Friday prior to payday. Any errors should be brought to the Company’s attention to get corrected before payroll is distributed. All efforts should be made to submit corrections prior to the next payday. The Company shall provide employees an accounting of accrued sick days, floating holidays and vacation on a monthly basis if requested by the employee.

In the event an employee receives pay in an amount less than what he/she believes to be the proper amount, he/she must bring it to the Company’s attention immediately.

The following shall occur:

1. If the error is an employee error, then the adjustment will be on the next scheduled payroll run.
2. If the error is caused by the Company and the error is twenty-five (\$25.00) dollars or more, the Company will produce an adjustment check as soon as possible but no longer than within seventy-two (72) hours, if requested by the employee. If less than twenty-five

(\$25.00) dollars the adjustment check will be received within five (5) working days, if requested by the employee.

Section 15.2 – Company Meetings

The Company may require, with five (5) days' notice, safety meetings and other informational meetings from time to time. Employees shall attend such meetings as required by the Company unless the employees were not given five (5) days' notice. The Company will offer three (3) mandatory meeting sessions per month. The employee may be excused by the General Manager for occurrences such as, but not limited to, sick leave, verifiable emergency, and vacations. All employees will be compensated at the applicable rate of pay for those meetings. Only one (1) safety meeting per month is mandatory for the purposes of this Section.

Section 15.3 – Citations

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

Section 15.4 – Physicals and Drug Screens

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

Section 15.5 – 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 15.6 – Accident Review Committee (ARC)

The Committee is to meet monthly to review and make recommendations to the General Manager on the preventability or non-preventability of employee accidents or incidents.

The Committee shall be composed of the following:

- ATU President or Designee
- Management Designee
- One (1) mutually agreed upon (Chairperson)

The Committee will meet once a month to review the accidents from the prior month.

1. Review and make a final recommendation to the General Manager.
2. Review all documents regarding each accident/incident.
3. Committee is to interview the employee charged with the accident/incident if requested by the employee.

4. The Committee will have no power to override the final decision of the General Manager.
5. Disagreements between the employee, Committee and the General Manager will be subject to Article 10 of this labor Agreement. **FROM TULARE CBA. NOT PRESENT IN DINUBA CBA.**

Section 15.7 – Air Conditioning

Buses without air conditioning are considered incidents for reporting purposes. Upon reporting the loss of air conditioning, maintenance will take immediate action to address within one and a half (1 ½) hours to address the situation and replace the bus off the line in weather consisting of 90 degrees and above.

ARTICLE 16 **WAGES**

Section 16.1 – Retroactivity

The Company shall pay employees covered by this Agreement retroactive payment from June 30, 2023 (the expiration date of the Tulare and Dinuba Agreements), until October 20, 2023 (the date when ATU ratified this Agreement).

Section 16.2 – Wage Rates

All annual wage increases shall be effective in accordance with the wage table's dates below. Seniority increases shall occur on the employee's anniversary date each year as applicable.

Wage Table				
	2022	2023	2024	2025
Operators	Current	7/1/23	7/1/24	7/1/25
Starting	\$ 19.00	\$ 21.00	\$ 22.00	\$ 23.00
After Year 1	\$ 19.50	\$ 21.50	\$ 22.50	\$ 23.50
After Year 2	\$ 20.25	\$ 22.25	\$ 23.25	\$ 24.25
After Year 3	\$ 21.50	\$ 23.50	\$ 24.50	\$ 25.50
After Year 4	\$ 22.50	\$ 24.50	\$ 25.50	\$ 26.50
After Year 5	\$ 23.25	\$ 25.25	\$ 26.25	\$ 27.25
After Year 6	\$ 23.50	25.50	\$ 26.50	\$ 27.50
Dispatchers	Current	7/1/23	7/1/24	7/1/25
0 - 6 Months	\$ 20.00	\$ 22.00	\$ 23.00	\$ 24.00
After 6 Months	\$ 20.00	\$ 22.00	\$ 23.00	\$ 24.00
After 1 Year	\$ 20.50	\$ 22.50	\$ 23.50	\$ 24.50
After 2 Year	\$ 21.25	\$ 23.25	\$ 24.25	\$ 25.25
After 3 Year	\$ 22.50	\$ 24.50	\$ 25.50	\$ 26.50
After 4 Year	\$ 23.50	\$ 25.50	\$ 26.50	\$ 27.50
After 5 Year	\$ 24.25	\$ 26.25	\$ 27.25	\$ 28.25
After 6 Year	\$ 24.50	\$ 26.50	\$ 27.50	\$ 28.50

Section 16.3 – Cell Phone Use

The Company shall not require any employee covered by this Agreement to use their personal cell phone in the course of performing their job duties. In the event the Company does require the use of a personal cell phone in an emergency while on duty with both radio channels inoperative, the Company shall compensate the employee one half (1/2) of his or her hourly wage rate for its use per day.

Section 16.4 – Behind the Wheel Training

The Company shall pay employees one (\$1.00) dollar per hour in addition to that employee's regular base wage rate for Behind the Wheel Training.

ARTICLE 17
PAID HOLIDAYS

Section 17.1 – Holidays

The Company agrees to maintain all current holidays as recognized in the Tulare Agreement. Additionally, the Company will provide for those employees in the Dinuba Agreement the same set of holidays.

Section 1: Holiday's Designated

Subject to the provisions of Sections 2 and 3 of this Article, a full-time employee assigned to the classifications covered by this Agreement shall receive pay for the following holidays:

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

Section 17.2 – Holiday Pay

Holiday pay shall be calculated at the employee's regular rate of pay and will be based upon the employee's regularly scheduled shift. If the holiday falls on the employee's normally scheduled day off, the employee will be paid eight (8) hours at the regular rate of pay. If an employee works on a paid holiday, the employee will be paid his/her regular scheduled pay plus eight (8) hours at the regular rate of pay for the holiday pay. Holiday pay shall not be counted as hours worked for the purpose of computing overtime.

Section 17.3 – Eligibility

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

Section 17.4 – Pay on Holiday Worked

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

ARTICLE 18
VACATIONS

Section 18.1 – Eligibility

All full-time employees shall receive, after one (1) year continuous full-time service employment, paid vacation time as detailed in this Article 18.

Section 18.2 – Vacation Pay

Employees covered by this Agreement shall be accrue paid vacation time as follows:

STEP	FULL-TIME	
	ACCRUAL	TOTAL HOURS ANNUALLY
Training	N/A	N/A
0-1	1.5385 hours/pay period	40
1-2	3.0769 hours/pay period	80
2-3	3.0769 hours/pay period	80
3-4	3.0769 hours/pay period	80
4-5	4.6154 hours/pay period	120
5-6	4.6154 hours/pay period	120
6-7	6.1538 hours/pay period	160
7-8	6.1538 hours/pay period	160
8-9	6.1538 hours/pay period	160
9-10	6.1538 hours/pay period	160
10-11	6.1538 hours/pay period	160
11-12	6.1538 hours/pay period	160
12-13	6.1538 hours/pay period	160
13-14	6.1538 hours/pay period	160
14-15	6.1538 hours/pay period	160
15+	6.1538 hours/pay period	160

Section 18.3 – Proration

All employees with vacation accruals who are laid off or terminated shall have their vacation balance paid at the regular rate of pay for all hours accumulated at the time of layoff and/or termination.

Section 18.4 – Vacation Schedule

Employees can request vacation leave in the following manner:

- For vacation leaves of three (3) working days or less, a request shall be submitted not less than ninety-four (94) hours prior to the start of the leave.
- For leaves in excess of three (3) working days, the employee shall submit the leave request not less than fourteen (14) days prior to the start of the leave.
- Leave shall be granted to the first two (2) employees to request leave. The Company may, at its discretion, allow more than two (2) employees to be off on leave at the same time.

Section 18.5 – Vacation Pay

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.

Section 18.6 – Vacation Cash Out

All employees shall receive an accounting of all vacation hours in writing on a monthly basis.

Employees covered by this Agreement shall cease accruing vacation once an employee reaches two hundred eighty (280) hours.

Employees may continue to cash out any accrued vacation hours during the first payroll period in April, July, September, or November, with fourteen (14) days' notice to the Company. The cash out will occur on a regular payday. Employees are responsible to cash out unused vacation prior to reaching the two hundred eighty (280) -hour cap.

ARTICLE 19

Health/Dental/Vision INSURANCE

Section 19.1 – Designation of Plans

The Company will offer group Health, Dental and Vision benefits to all qualified employees covered by this Agreement. The level of benefits shall be maintained throughout the life of the contract. It is agreed to by the parties that the ATU may shop for better or more economical health insurance options during the term of this Agreement. Implementation of any new plan will only occur by mutual agreement of the parties.

Section 19.2 – Qualified Employee Defined

A qualified employee shall:

- a) Employees shall become qualified to participate in the plan as defined in this Article on the first (1st) day of the month following sixty (60) days of employment with the Company.

- b) For purposes of this Section a “Qualified Employee” is defined as an employee who is performing work covered by the terms of this Agreement and who is working an average of thirty (30) hours a week as calculated under the terms of the PPACA.
- c) The parties agree that initial eligibility under the Trust for each Qualified Employee shall be provided in accordance with the provisions of the ACA.

Section 19.3 – Contributions

The Company shall make a contribution each month toward the Medical insurance coverage for each qualified employee enrolled in the plan. The Company may contribute more than the amounts described in this Section in order to remain in compliance with the affordability provisions of the PPACA. The employee shall pay the balance of the premium through payroll deductions.

Current Dinuba Employees Enrolled in Employee Only Base Plan

There shall be a 95/5 ER/EE cost sharing structure for any current Dinuba location employees presently enrolled in the Company’s Employee Only Base Plan with the understanding that any new hires at the Dinuba location shall be subject to the 80/20 ER/EE cost sharing structure described below. Current Dinuba employees shall pay the full cost of dental and vision insurance premiums.

All Other Current and Future Employees

From July 1, 2023, to December 31, the Company shall maintain the same rates for medical, dental, and vision coverage. Beginning January 1, 2024, there shall be an 80/20 ER/EE cost sharing structure for all employees enrolled in any healthcare plan offered by the Company regardless of tier or plan selected.

The Company shall contribute thirty-six dollars (\$36.00) per month to the premium cost for each employee’s dental coverage.

The Company shall contribute sixteen dollars (\$16.00) per month to the premium cost for each employee’s vision coverage.

Section 19.4 – Employee Elections

All employee elections under this Article shall be made in accordance with the plan provisions in effect at the time of the election.

ARTICLE 20 **OTHER BENEFITS**

Section 20.1 – Physicals/Drug Screens

The Company will pay the cost of required physicals at Company-approved facilities/doctors.

Section 20.2 – Uniforms

The Company shall supply uniforms when required by the customer as such:

Drivers' Uniforms: The Company shall supply drivers with uniforms. The Company will supply: three (3) pants and five (5) shirts. The employee shall be responsible for uniform cleaning and care. Lost or missing uniforms shall be replaced at the expense of the driver. Driver uniforms will be replaced due to normal wear and tear, it being understood the uniforms being replaced must be returned to the Company.

Alterations: Employees shall receive up to \$22.00 for alterations to their initial uniform allotment. Employees must provide a receipt for all alterations performed.

Section 20.3 – 401(k) Plan

The Company shall contribute ten cents (\$0.10) for each hour worked towards employees' 401(k) benefits for the duration of this Agreement subject to the Plan Provisions of the Company's 401(k) Plan.

Grandfathered former City of Tulare employees specifically provided a contribution to their 401(k) Plan will be grandfathered in for the term of this Agreement. The Company shall contribute seven (7) percent of the employee's hourly rate for all hours worked to the Transdev 401(k) Plan.

Section 20.4 – Sick Pay

All employees shall receive six (6) hours per month in paid sick leave. Employees may carry over unused paid sick leave into the following year for the duration of this Agreement. The parties agree that for the term of this Agreement there is no cap on paid sick leave.

Section 20.5 – Safety Bonus

All employees shall receive a two hundred fifty (\$250.00) bonus for each year with no unsafe acts or chargeable accidents. The safety bonus is payable on the next pay date after the employee's anniversary date of hire.

Bonuses for dispatchers will be converted to a performance bonus which will include attendance.

Section 20.6 – Shift Exchange

Employees will be allowed to exchange shifts or runs.

The exchange must be documented on a form, signed by both employees, and approved by Company management at least forty-eight (48) hours before the exchange is to take place.

The Company shall incur no additional liability due to such exchanges nor shall the Company assume any responsibility regarding "payback" of the exchange. The hours worked by the substitute employee will be excluded by the Company in the calculation of the hours for which the substitute employee would otherwise be entitled to overtime compensation under the Fair Labor

Standards Act. When one employee substitutes for another, each employee will be compensated as if they worked their normal scheduled run.

Any employee who fails to operate a run or work a shift as a result of an exchange, will not be permitted to engage in future exchanges for a period of one (1) year.

Section 20.7 – Life Insurance

The Company will provide all employees five thousand (\$5,000.00) dollars in survivor death benefits at no cost to the employee. Beneficiary form must be on file with the Company.

Section 20.8 – Toilet Facilities

The Company will keep a list of available known toilet facilities for all routes. This list shall be available upon request, posted, and periodically updated on an as needed basis.

Section 20.9 – Bereavement Leave

Section 1: Bereavement Pay Eligibility

A non-probationary employee assigned to a classification covered by this Agreement shall upon request, be granted up to three (3) days with pay for the Bereavement due to the death of an immediate family member. If the death of an immediate family member occurs out of State, the non-probationary employee will be entitled to five (5) days with pay. The Company shall have the right to require proof of the relative.

The Company defines “immediate family” as the employee’s spouse or registered domestic partner if pre-designated, including a partner of the same sex, parent, child, sibling; the employee’s spouse’s parent, child, or sibling; the employee’s child’s spouse, grandparents, or grandchildren and stepparents. This definition is the same as the definition established by California State Laws.

Section 2: Bereavement Pay Calculations

Bereavement pay as provided in this Article shall be paid at the employee’s straight-time hourly rate of pay and shall be paid for the number of hours comprising the employee’s current run standard.

ARTICLE 21
UNION SECURITY

Section 21.1 – Union Shop

It shall be a condition of employment that the employees of the Company covered by this Agreement who are members of the ATU in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members of a union the effective

date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement become and remain members in good standing in ATU. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, immediately upon the completion of the probationary period, become and remain members in good standing in ATU.

Section 21.2 – Notifications

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

Section 21.3 – New Hires

When new or additional employees are needed, the Company shall choose applicants on the basis of their respective qualifications for the job, and no applicants will be preferred or discriminated against because of membership or non-membership in any union. An ATU officer will be allowed to use up to thirty (30) minutes of paid time to speak with each new employee during their initial training or within thirty (30) days of the beginning of revenue service to provide a union orientation at a time mutually agreeable to the parties. Company management may or may not attend the orientation at their discretion.

Section 21.4 – Enforcement

In the event an employee due to his own negligence, fails to apply for or maintain his membership in ATU, ATU must give the Company notice of this fact and within five (5) days after receipt of such notice, remove said employee from service and shall continue to withhold said employee from service until notified by ATU that the employee is a member in good standing with ATU.

Section 21.5 – Representation

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

ARTICLE 22
DUES CHECKOFF

Section 22.1 – 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 a condition of acquiring or retaining membership in ATU. 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 22.2 – Dues in Excess of Net Wages

If on any payroll period in which the Company is obligated to make such deductions pursuant to Section 21.1 of this Article, the wages owed an employee after deductions mandated by any governmental body or to reimburse the Company for advanced against wages no less than the amount of money which the employee has authorized the Company to collect pursuant to Section 21.1 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 22.3 – Checkoff Authorization Form

The Company shall not deduct any money from an employee's wages pursuant to Section 22.1 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 Transdev Services, Inc. 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-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 Transdev Services: (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 Transdev Services to honor the Checkoff

Authorization, or (2) during any period when there is not a collective bargaining agreement in effect obligating Transdev Services to honor the Checkoff Authorization. I voluntarily executed this Checkoff Authorization on _____, 20_____.

Section 22.4 – Indemnification of Company

The ATU 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 23
TERM OF AGREEMENT

Section 23.1 – Effective Date

This Agreement shall be in full force and effect from July 1, 2023, through midnight June 30, 2026.

As of the date of ratification, all established past practices shall cease with the ratification of this Agreement and revert to agreed upon contract language, or in accordance with existing Transdev Services policy.

Section 23.2 – Renewal

It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section 23.1. The Company and the ATU therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section 23.1 to allow for a settlement to be reached.

IN WITNESS THERE OF, 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 THE COMPANY

Transdev, Services, Inc.

FOR THE UNION

ATU LOCAL 1027

FOR THE COMPANY

Transdev, Services, Inc.

DocuSigned by:
Ben Stimpone
8D7E90F83C5B4BD...
Ben Stimpone

Vice President & Deputy General Counsel
2/29/2024

DocuSigned by:
maureen jacobson
D990ABEDF14D46A...
maureen jacobson

General Counsel
3/1/2024

FOR THE UNION

ATU LOCAL 1027

[Signature] 1.22.24