

APPENDIX F
AGREEMENT BETWEEN

TRANSDEV SERVICES, INC. - WOODLAND, CALIFORNIA
(YOLOBUS)

AND

AMALGAMATED TRANSIT UNION, LOCAL 256

Effective September 1st, 2024

ARTICLE I **RECOGNITION**

Section 1.1 Recognition of Union

Transdev Services, Inc. – Woodland California (Yolobus), hereinafter referred to as the “Company”, recognizes Amalgamated Transit Union, Local No. 256, hereinafter referred to as the “Union”, as the exclusive representative of “employees” as defined in Section 1.2 of this Article, deemed appropriate on March 23, 2001 by the National Labor Relations Board in 20-RC-17649, for purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for all such employees.

Section 1.2 Definition of Employees

Whenever used in this Agreement, the term “employees” shall mean all full-time and regular part-time drivers (“operators”) mechanics and utility employees employed by the Company and located at 352 Industrial Way, Woodland, California 95776 excluding all managerial and administrative employees, dispatchers, office clerical employees, guards, and supervisors as defined in the National Labor Relations Act.

An employee, who has never accrued seniority under this Agreement or predecessor agreements between the Company and Union, or an employee rehired after termination of employment and/or seniority, shall be in “probationary” status until he/she has completed ninety (90) working days and any extension thereof. The discharge or discipline of an employee who is in a probationary status shall not be a violation of this Agreement.

Section 1.3 Job Classes

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

- a. **Regular, full time:** Employees regularly scheduled to work at least thirty (30) hours in the workweek. A full-time employee working thirty (30) hours or more must select a bid to qualify for benefits.
- b. **Regular, part time:** Employees regularly scheduled to work less than thirty (30) hours in the workweek.
- c. Any part-time employee who averages thirty (30) hours actual work per week during any twelve (12) consecutive weeks of a bid period shall be considered full-time effective on the first day of the next pay period unless said employee indicates that he/she wants to remain a part-time employee.

Section 1.4 Savings Clause

Any provisions of this Agreement which conflicts with any State or Federal Statute, or Executive Order having the same effect as law, now existing or hereinafter enacted, shall not affect the remainder of the Agreement, but such provisions shall be open for negotiation.

ARTICLE 2

SCOPE OF AGREEMENT

Section 2.1 Duration

This agreement shall be in effect on - and shall continue in effect for a term of _____ years, subject however, to revision by notice in writing by either party to the other sixty (60) calendar days prior to the anniversary date. During such sixty (60) calendar day period, conferences shall be held working toward a revision of this Agreement. If negotiations extend beyond the anniversary date or expiration of this Agreement, no change shall be made in any term or conditions of employment unless expressly agreed to by the parties or authorized by law. All revisions and wages shall be effective as of the anniversary date of this Agreement.

Section 2.2 Separability

Should any Article, Section or portion of this Agreement be determined to be in conflict with established law and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately negotiate a substitute for the invalid Article, Section or portion thereof. Neither party shall be under any obligation to renegotiate any Articles, Sections or portions of this Agreement that are not affected by such decision.

Section 2.3 Waiver of Bargaining Rights and Amendments to Agreement

- (a) During the negotiations resulting in this Agreement, the Company and the Union 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 Union to bargain collectively, and the Union 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 (1) such matters are specifically referred to in this Agreement, (2) such matters were discussed between the Company and the Union during

negotiations which resulted in this Agreement, or (3) such matters were within the contemplation or knowledge of the Company and the Union, after exercise of the right and opportunity referred to in the first sentence of this Section 2.3. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced in writing and executed by both the Company and the Union.

- (b) No employee shall be permitted to waive any of the benefits of this Collective Bargaining Agreement. No waiver or consent to employment under 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 the Union and the Company in advance of any deviation from the terms contained herein.
- (c) No Company Representative or Official of the Union has authority to orally modify any of the terms contained in this Agreement. Stewards and Executive Board Members are not vested with authority to consent to or approve of any deviation from the terms of this Agreement.

ARTICLE 3 **REPRESENTATION**

Section 3.1 Union Shop Stewards

- a **Recognition of Shop Stewards:** From among the full-time employees employed in the Bargaining Unit, the Union may designate, and the Company will recognize not more than three (3) Shop Stewards to serve as the Union's agents in the representation of employees in the Bargaining Unit. The Company shall not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name(s). The Union will designate one (1) of the shop stewards as a primary contact with the Company. In the absence of the primary steward, the Union will designate one of the other stewards as the primary contact with the Company. The shop stewards shall consist of two (2) operators and one (1) employee from the Maintenance Department.
- b Upon proper written request by the Union and during normal business hours the Union may examine run sheets pertaining to any operator. A Company representative shall be present during the examination of that record.
- c The Stewards may assist in the investigation, presentation and settling of grievances. Stewards have no authority to take strike action or cause any

other work stoppage interrupting the Company's business except as an authorized, official action of the Union. Stewards are not compensated by the Company for performing his/her duties as Steward and all such duties shall be performed during such times the Steward is not scheduled to work unless he/'she is excused from work by the General Manager or his designee; however, the Company will not deprive a Shop Steward of pay by requiring him/her to go off the clock while handling routine Union business so long as that business is limited to 30 minutes and does not interfere with the Shop Steward or another employee from completing his/her work schedule on time.

Section 3.2 Union Inspection by Union Officials

During normal business hours, the Business Agent or his/her Designee or a Shop Steward, upon written request and notice to the employee, shall be allowed to inspect the personnel file of any employee in the Bargaining Unit. A Company representative shall be present during the examination of these records. Seventy-two (72) hour notice will be required for inspection of records.

Section 3.3 Distribution of Union Literature

Bulletin Boards: The Company will provide the Union with wall space for two (2) bulletin boards, which shall be used by the Union for posting of official notices, meetings and other matters pertinent to the Union. One (1) bulletin board shall be placed in the Drivers Room and the other placed in the Maintenance employees break room. Said bulletin boards will be located in such a manner that all employees can easily see its contents. The Union agrees that the bulletin boards will only be used for official business and will not be used for personal notices or any other material not pertinent to official Union business. The Union also agrees that no inflammatory or derogatory materials regarding the Company will be posted on the bulletin boards. The Union business agent, or his/her Designee shall have reasonable access, during regular Company office hours, to maintain the bulletin boards.

Section 3.4 Union Business Leave

- A. An employee designated by the Union to serve as a full-time officer or employee of the Union 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 8 (SENIORITY) of this Agreement. No more than two (2) employees can be on Union leave at one time.
- B. A maximum of one (1) full-time employee designated by the Union upon advance written request of the Union, and approval of the Company's

General Manager or Designee, Officials of the Union or members appointed to serve on a committee shall be granted unpaid time off work for Union business. Such request shall not negatively affect operations or be unreasonably denied by the Company.

Section 3.5 Union Visitation

Upon reasonable prior notice and consent by the Company, authorized agents of the Union who have previously been identified to the Company in writing, shall have access to the Company's establishment during working hours for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to: provided, however, that there is no interruption of the Company's working schedule or interference with the performance of work by the employees. When relevant records are required by the Union Officers, for purposes stated above, Company Officers shall furnish access, within seventy-two (72) hours, to such material, upon reasonable request by the Union. Applicable laws shall govern access to confidential records.

Section 3.6 New Hire Orientation

New Member Orientation – As part of the new employee onboarding process, the Company will make available to designated Union representative(s) or Stewards an opportunity to introduce themselves, explain the responsibilities of the stewards, and provide an opportunity for membership in Local 256 to newly hired employees for a maximum of 30 minutes. The new member orientation will occur during the initial training period for new employees.

ARTICLE 4 **MANAGEMENT RIGHTS.**

Section 4.1 Management Rights

The Company retains all the rights, powers and authority, which it exercised or possessed prior to the execution of this Agreement, except, as specifically amended by an express provision of this Agreement. Therefore, the Company has all of the authority customarily and fully exercised by management in the direction of the working force and operation of the business to include, but not be limited to, the following: to manage, control and or eliminate jobs and operations in whole or in part; to discontinue work; to subcontract work that the client requires to be subcontracted; to temporarily outsource work as long as it does not result in the layoff of a current employees or last more than ninety (90) calendar days; to direct, increase or decrease the workforce; to determine the number of employees needed, including the number of employees needed in each classification; to hire, transfer, promote, demote, suspend, discharge and maintain the discipline and efficiency of its

employees; to lay off employees; to establish operating standards, schedules of operation and work load; to specify or assign work requirements and require overtime; to assign work and decide which employees are qualified to perform work; to adopt and enforce reasonable work rules and rules of conduct, attendance, appearance and safety and penalties for violation thereof, and amend these rules from time to time; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes and means and places of providing services; to adapt, install, or operate new or improved technology, machines, tools, equipment, service maintenance methods, materials and operations; to comply with lawful directives from the client; to determine the location and relocation of operations and to effect technological changes. Nothing contained in this Agreement is intended or shall be construed as a waiver of any of the usual inherent and fundamental rights of management, whether the same has been exercised heretofore or not.

The rights and authority, which the Company has not officially abridged, delegated, or modified by this Agreement, are retained by the Company. The Company shall retain all rights and authority to which by law it is entitled.

ARTICLE 5

NO STRIKES OR LOCKOUTS

A. It is recognized that the Company and its employees are obligated to perform an essential public service, and that this service must be continuously performed to the fullest extent. If, for any reason, performance of duties involves undue difficulty, members of the Union will not cease work, but will immediately address the matter in an orderly way as provided in the Agreement

B. During the term of this Agreement, the Union agrees it will not instigate, promote, sponsor, engage in, or condone any strike, including a sympathy strike, slowdown, refusal to cross a picket line (unless there is a concern for safety), stoppage of work, refusal to perform assigned work, or any other interruption of service or production, regardless of the reason for so doing.

C. The Union recognizes that in the event of a work week action, as described above, the Union has an obligation and duty to urge any and all employees who may be involved in such activity to cease such activity and to immediately return to work.

D. Any employee who has been determined to be in violation of this Article may be disciplined up to, and including, discharge.

E. The Company reserves its right to seek injunctive relief to address any violation of this Article.

F. The Company shall institute no lockout of employees during the term of this Agreement.

ARTICLE 6

NON-DISCRIMINATION

Section 6.1 Equal Opportunity

The Company and the Union 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, segregate 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, sexual orientation or any other criteria prohibited by law. The parties agree that disputes under this Article shall be resolved through the grievance procedure and or arbitration procedures.

Section 6.2 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 client(s) with respect to discrimination, affirmative action or job accommodation. The Company may take any action required or proper under such laws, mandates, or direction, with notice to the Union, and such action or its effect may be deemed a violation of the Agreement.

Section 6.3 Concerted Activities

The Company and the Union each agree that it will not discriminate against any employee or applicant because of such individual's lawful activity for or support of the Union 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 6.4 Gender Terms

Throughout this Agreement, the use of gender pronouns and terms shall be construed to

include both male and female.

ARTICLE 7 **DRUG AND ALCOHOL TESTING**

Section 7.1 Drug & Alcohol Policy

Employees will comply with and be governed by the Company's Drug and Alcohol Policy. Any changes to this policy will be presented to the Union a minimum of fourteen (14) business days prior to implementation. The Company's policy must conform to applicable Federal Regulations

ARTICLE 8 **SENIORITY**

Section 8.1 Seniority Defined Operators

Seniority for operators shall be from the last date of hire in the Operator job classification. Seniority will be used for the purpose of selecting work, the determination of order in any layoff or recall from layoff or other reduction in work force, bidding runs, assignments, or time off as provided for in this Agreement. Seniority shall be applicable only as expressly provided in this Agreement. If application of the preceding sentences results in two or more Operators having the same seniority, date of application will determine the Operator's seniority position. Operator's seniority dates already established prior to this Agreement shall be retained. An Operator who is promoted to a position within the Company, not covered by this Agreement may be returned to his/her former seniority as an operator if such a return occurs within one-hundred and eighty (180) days from acceptance of the non-bargaining unit position. Such a return can only be done once without loss of seniority.

Section 8.2 Lay Off of Operators

- a. Determination of Lay Off: The Company will determine the timing of a lay off, and the number of Operators to be laid off
- b. Lay Off. When a reduction in Operators becomes necessary, as determined by the Company, such lay off shall be made in reverse order of seniority.

Section 8.3 Operator Recall

- a. Order of Recall: The Operator with the most seniority will be the first one recalled from lay off.
- b. Notice of Recall: The Company will forward notice of recall by certified mail, return receipt requested, to the last known address of the Operator subject to recall as reflected on Company records. The Operator must, within five (5) calendar days (excluding weekend days and holidays) of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and, thereafter, returns to work on such date.

Section 8.4 Seniority Defined Maintenance

- a. Seniority in the Maintenance Department shall be from the last date of hire in a maintenance classification. (Mechanic or Utility). The date of hire shall be the day on which the maintenance employee first does paid service with the Company and will be used for the purpose of selecting work, the determination of order in any layoff or recall from layoff or other reduction in work force, bidding shifts, assignments, or time off as provided for in this Agreement. If the application of the preceding sentences results in two or more maintenance employees having the same seniority, application date will determine the maintenance employee's seniority position. Maintenance employees' seniority dates already established prior to this Agreement shall be retained.
- b. If a maintenance employee is promoted to a higher paid classification, their accrued seniority in the lower classification shall be maintained. Seniority in the higher classification shall be added to that obtained in the lower classification if the employee is returned to such classification.
- c. A maintenance employee who leaves a classification covered under this Agreement to accept a position with the Company not covered by this Agreement may be returned to his/her former classification if such a return occurs within one-hundred eighty (180) calendar days of acceptance of the non-bargaining unit position. Such a return can only be done once without loss of seniority.

Section 8.5 Layoff Maintenance

- a. Determination of Lay Off: The Company will determine the timing of a lay

off and the number of employees in each Maintenance classification to be laid off.

- b. Lay Off - Utility: When a reduction in the work force becomes necessary in the Utility classification, as determined by the Company, such lay off shall be made in reverse order of seniority.
- c. Layoff – Mechanic: When a reduction in the work force becomes necessary in the mechanic classification, as determined by the Company, such lay off shall be made in reverse order of seniority starting with sub-classification Mechanic C and then moving to sub-classification Mechanic B and then moving to sub-classification Mechanic A.

Section 8.6 Recall

- a. Order of Recall: The employee with the most seniority in the Maintenance classification being recalled will be the first one recalled from lay off.
- b. Notice of Recall: The Company will forward notice of recall by certified mail, return receipt requested, to the last known address of the maintenance employee subject to recall by classification as reflected on Company records. The employee must, within five (5) calendar days (excluding weekend days and holidays) of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and, thereafter, returns to work on such date.

Section 8.7 Termination of Seniority

Termination of seniority shall mean termination of employment. Seniority (operator and maintenance employee) shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- a. Resignation/Retirement by the employee or termination of the employee 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 8.3, or Section 8.6 of this Agreement, whichever is applicable, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.
- c. Failure to return to work upon expiration of an approved leave of absence.

- d. Layoff for a period of twelve (12) months or more or for a period equal to the employee's seniority, whichever is less.
- e. Absence of three (3) consecutive calendar days without notifying the Company.
- f. Misuse of leave as a subterfuge, to accept employment elsewhere, or for a purpose other than stated upon request for leave

Section 8.8 Seniority List

The Company shall provide the Union by the tenth (10th) day of each month, a list by department of all employees with the following information: name, hire date, classification, status date, return date, termination date, and rate of pay.

ARTICLE 9 DISCIPLINE

Section 9.1 Probation

All employees of Transdev Services, Inc. (Yolobus) shall serve a Probationary Period of ninety (90) calendar days from their date of hire. This is a period during which the Company may evaluate if the employee has the requisite qualifications, as defined by the Company, for the position. This ninety (90) calendar day probationary period may be extended for up to an additional sixty (60) calendar day period at the discretion of the Company, if the Company determines that additional time is required to effectively evaluate the employee's qualifications for the position. Should the period be extended by the Company, such extension shall be communicated in writing to the employee and the Union a minimum of ten (10) calendar days prior to the completion of the original probationary period. During an employee's probationary period, the Company has the right to discipline or discharge the employee and such discipline or discharge is not subject to the Grievance and Arbitration procedure.

- (a) The term "qualifications" as used in the above section shall mean, but not limited to the following: performance, attendance, promptness, ability, competency, fitness, and other skills which are necessary for an employee to fulfill the requirements for which he or she is employed.

Section 9.2 Disciplinary Action

Although the Company may impose, at its discretion, a lesser penalty for conduct that violates the Company's rules, regulations, policies and/or procedures some violations are

so serious that they constitute just cause for discipline, including discharge. The following list, although not all inclusive, contains examples of the types of violations of the Company's rules, regulations, policies and/or procedures that are considered serious and, thus, warrant termination:

1. Negligence in performance of duties.
2. Dishonesty, including falsifying Company records, time records, Company documents, documents related to a workplace injury or making false statements on application for employment or other Company forms.
3. Reporting for work while under the influence of alcohol or drugs.
4. Use or possession of any alcoholic beverage or drugs on Company premises or vehicles.
5. Refusal to take an alcohol or drug test when requested by the Company.
6. Removal or attempted removal of Company property or property of another employee.
7. Physical violence, fighting, or creating a disturbance on Company premises or vehicles.
8. Possession of firearms, weapons, explosives, and similar devices on Company premises or vehicles.
9. Immoral or indecent conduct on Company premises or vehicles.
10. Insubordination, including refusal or failure to perform assigned work.
11. Threatening, intimidating, coercing, or abusing fellow employees or passengers.
12. Clocking in for another employee, having someone clock in for you , or alteration of a time card or any other time keeping method.
13. Willful misuse, destruction, defacing, damage, or loss of any Company property or property of another employee.
14. Failure to follow a safety rule or safety practice, or failure to use safety appliances.

16. Request by the Company's customer, the Yolo County Transit Authority, to terminate an employee.
17. Use of language or any other activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on that employee's, customer's or passenger's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status or any other status protected by law.
18. Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or local law or regulation to operate the Company's vehicles or perform their duties.
19. Conviction of, whether in Company or any other motor vehicle, a serious traffic violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving drugs or alcohol.
20. Violating the Company's Code of Conduct.

Section 9.3 Just Cause

No employee will be disciplined, discharged, suspended, nor will adverse entries be made in personnel record without just cause.

Section 9.4 Employee Notification

The Company agrees that they will notify the employee in person when possible or by email and copy the employee and the Union Representative in writing within ten (10) working days from the date of knowledge of the occurrence forming the basis for the contemplated discipline or discharge. All disciplinary documents shall be counter signed, to indicate receipt by both the employee and management whenever possible.

Section 9.5 Removal From Service

In the event of an investigation of an employee for just cause, that employee may be placed on unpaid administrative leave. If, however, the investigation proves in favor of the employee he/she will be put back into service with pay for all lost time and benefits. An employee will only be placed on administrative leave if the incident at issue could result in the employee's termination.

Section 9.6 Progressive Discipline

Any violation of Company rules, regulations, policies and/or procedures shall result in disciplinary action. While the Company generally adheres to the doctrine of progressive discipline for employees with respect to non-serious infractions/offenses, it is distinctly understood and agreed that nothing herein requires the Company to engage in progressive discipline, and that the Company may, depending on the severity of the infraction/offense and the employee's prior record, skip or repeat any steps of discipline without creating a precedent.

The steps in progressive discipline typically include

First Violation:	Verbal warning - Documented
Second Violation:	Written warning notice
Third Violation:	Suspension One (1) Day
Fourth Violation:	Suspension Three (3) Days
Fifth Violation:	Discharge

Section 9.7 Length on Record & Inspection of Employee Files

Disciplinary action charged on the personnel record of an employee shall not be used for determining progressive discipline against an employee after a period of one (1) year from the date of the offense. Adverse notations regarding preventable accidents on an employee's record more than twenty-four (24) months old as of the date of the accident under investigation will not be taken into consideration in determining discipline. An employee shall have the right, upon reasonable request, to inspect their personnel file during normal business hours.

Section 9.8 Work Rules

The Company shall issue an employee handbook or other documentation outlining rules, regulations, and policies. Prior to the implementation and enforcement of any new or revised work rule, regulation, or policy, the Company will issue notice of the new or revised work rule, regulation, or policy, with a copy given to each Employee and the Union at least thirty (30) calendar days or as soon as practicable, prior to the implementation of said rule, regulation, or policy.

Section 9.9 Cell Phone Policy and Camera Tampering or Obstruction

The Company will enforce its Zero Tolerance on Cellular Telephone or/and Communication Device policy and its Zero Tolerance on Camera Tampering or Obstruction. Failure to comply with these policies will result in immediate termination without recourse to the Grievance and Arbitration procedure as outlined in Article 10.

Policy Specifics: These policies apply to anyone operating a Company vehicle or vehicle owned by the client including Operators, Mechanics, Fuelers, and Washers.

1. The use of cellular telephones and other personal communication devices which include hands-free devices (e.g. Bluetooth, Blackberries, I phones, Pagers, and text messaging devices) while operating any motor vehicle designed or used to transport passengers while performing Company business and/or operating any Company vehicle is strictly prohibited.
2. Cellular telephones and push to talk communication devices may be used only when the vehicle is in a safe location, in park, emergency parking brake engaged and the employee driving the vehicle is out of the driver's seat.
3. While on rest period or meal breaks cellular phone use is permitted, as long as it does not cause a delay of schedule and the employee operating the vehicle is out of the driver's seat.
4. The tampering or obstruction of any camera on any vehicle owned by the Company or client, at any time, whether operating the vehicle or not is strictly prohibited

ARTICLE 10

GRIEVANCE AND ARBITRATION

Section 10.1 • Grievance Procedure

A grievance is a claim that the Company has violated a specific provision of this Agreement. All parties will make a sincere endeavor before a written grievance is filed to resolve differences between an employee and the Company. Unless otherwise stated herein, if any disagreement between the parties arises over the application or interpretation of this Agreement, the employees, the Union and the Company agree that the procedure outlined below shall be the exclusive remedy for such disputes.

Step 1. The aggrieved employee or his/her Union Representative shall file a written statement of the grievance with the Operations Manager within ten (10) working days of the alleged violation of the Agreement. Such statement shall be in sufficient detail to identify the nature of the grievance, the name of the aggrieved employee, the specific section of the Agreement allegedly violated, the relief requested and the date and place where the grievance occurred. The aggrieved employee or his/her Union Representative must sign this statement. Within ten (10) working days after the written statement of the grievance has been timely filed, the aggrieved employee and or his/her Union

Representative shall be afforded a hearing with the Operations Manager or designee. The Operations Manager or designee conducting the hearing shall render a written response to the written grievance within ten (10) working days from the conclusion of the hearing. A copy of the response will be given to the aggrieved employee, signed and dated by said employee and a Union Representative. Further a copy shall be mailed or e-mailed to the Union office.

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

Step 3. If the matter is not resolved at Step 2, the Union shall request Arbitration within forty (40) calendar days from receipt of the General Manager's written response. This request must be in writing and must be sent to the State Mediation and Conciliation Service.

Section 10.1a Record Documents

The Union and the Employee will be allowed to review all relevant papers and documents pertaining to charges against the Employee.

Section 10.1b Witnesses

At any grievance hearing regarding suspensions or termination, the Employee and the Union Representative will have the opportunity, in the presence of the Company, to question all witnesses that are employed by the Company and others that may be relevant to discipline that are willing to attend the hearing. If, at any point during the questioning the G. M., or their designee, feels the questioning is inappropriate, outside the scope of the grievance or the witness is being intimidated, the G. M. or their designee can stop the meeting.

Section 10.2 Arbitration

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

- (a) A list of seven (7) arbitrators with transit experience shall be requested from the State Mediation and Conciliation Service. The request must also indicate a preference for Federal Mediation and Conciliation Service arbitrators. Once a panel is obtained from the State Mediation and Conciliation Service,

selection of an arbitrator shall be made within twenty (20) calendar 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. The person left 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 Union mutually agree to waive the ninety (90) calendar day requirement.

- (b) The arbitrator will not have the authority to amend, alter or change any provision in the Agreement. The arbitrator shall not hear or decide more than one (1) grievance at a time without the mutual consent of the Company and the Union. The jurisdiction and authority of the Arbitrator shall be for the determination of such grievance, expressly limited to the interpretation, application, and compliance with the provisions of this Agreement and supplements or appendices hereto, relating to the rates of pay, hours, or other conditions of work, as set forth in the Agreement.
- (c) The compensation of the arbitrator shall be shared equally between both parties. Unless otherwise specifically agreed in advance, each party shall be responsible for all costs it incurs and for the expenses of presenting its case. In the event that one party requests a transcript, the cost of the transcript will be that of the party requesting the transcript, unless the other party or the arbitrator request a copy, in which case the cost of the transcript will be shared equally by the parties.
- (d) All decisions and awards of the arbitrator will be considered final and binding on the aggrieved employee(s), the Union and the Company.

Section 10.2 Expedited Arbitration

If both parties mutually agree to use expedited arbitration, the following procedures shall apply:

- (a) Neither party may be represented by an attorney.
- (b) Evidence will be presented by the Company and the Union Representative, and the parties will make every effort to stipulate to the relevant facts.
- (c) It is the intent of the parties that the neutral arbitrator will render a bench decision. If not possible, the arbitrator shall issue an award, in writing, within five (5) calendar days after the conclusion of the hearing.

- (d) The arbitrator's award shall be final and binding upon the parties. The award shall not serve as a precedent and may not be cited or relied upon by either party in any other expedited or regular arbitration.
- (e) The parties will select one (1) arbitrator to serve as the primary neutral arbitrator for all expedited cases.
- (f) The parties will also select a back-up neutral arbitrator who will hear expedited cases only if the primary arbitrator is unavailable.
- (g) The company and the Union have agreed to the following panel:
 - 1. Buddy Cohn Primary
 - 2. Charles A. Askins Back-up
 - 3. Morris Davis Back-up
- (h) Either party may permanently strike the primary neutral arbitrator at any time. If that is done, the back-up arbitrator will become the primary arbitrator, and the parties will mutually select a new back-up arbitrator. If the back-up arbitrator does not wish to become the primary arbitrator, the parties will mutually select a new primary arbitrator.
- (i) In the event the parties cannot mutually agree upon the selection of a primary or back-up arbitrator, they shall request a list of five (5) names from the State Mediation and Conciliation Service and engage in the striking process described above until one person is left who will become the arbitrator.
- (j) The compensation of the arbitrator shall be shared equally between both parties.
- (k) The arbitrator will not have the authority to amend, alter or change any provision in the agreement. The arbitrator shall not hear nor decide more than one (1) grievance at a time without the mutual consent of the Company and the Union. The written or oral 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, the Union, and the Company.

Section 10.3 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

other than to address whether there was a failure to comply with the time limits

Section 10.4 Extension of Times

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 wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to any employee of a minimum and maximum number of hours of work per day, per week or per year. The Company's pay records, practices and procedures shall govern the payment of all wages.

Section 11.2 Workweek

The workweek shall consist of seven (7) days beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. the following Saturday., Both full and part time employees shall be scheduled two (2) consecutive days off in each calendar week.

In the event the Company is not in service or there is a reduction in services due to weather or emergencies, employees notified at least two (2) hours in advance via the phone, phone message or electronic message, shall not receive pay for work not performed on that day; however, the employee shall have the option to use vacation pay for that day. In the event a state of emergency is declared by a governmental authority and immediate shut down is imposed, employees who report to work on time shall be paid a minimum of two (2) hours or time actually worked, whichever is greater.

In the event of an emergency any limitations set forth in any Article in this Agreement associated with the assignment of work, appointment of jobs, scheduling of jobs, hours of work, bidding, shift assignments, and notification requirements will be suspended for the period of the emergency (not to exceed fourteen (14) days) as well as for a period of five (5) calendar days thereafter. Any extension of the above time period must be mutually agreed upon. An "Emergency" is defined as a natural or man-made disaster, pandemic or any other exceptional situations such as Acts of God and war that have a significant impact on the Company's ability to provide its services.

Notice to the Union of the Company's reliance upon an Emergency may take place by telephone call, fax and/or email from a member of management. Proof of the message and/or notice having been sent is sufficient – receipt is not required.

Section 11.3 Payday

All paychecks will be distributed every other Friday. The pay period shall consist of two consecutive workweeks.

Section 11.4 Work Qualifications

In order to qualify for a category of work under this Agreement, an employee must be fully qualified, as determined by the Company, to operate the required equipment safely, competently, and efficiently, must possess all required licenses and certificates for the category of work desired and all required in-service hours must be current.

ARTICLE 12 **LEAVES OF ABSENCES**

Section 12.1 Definition

A leave of absence is defined as an absence in excess of ten (10) consecutive workdays without pay.

Section 12.2 Personal Leave

A Personal Leave of absence of up to thirty (30) calendar days may be granted, at the Company's sole discretion, upon receipt of a written request from the employee stating the reason for the requested leave. The Company reserves the right to request additional information supporting the need for the leave.

Section 12.3 Medical Leave

A non-probationary employee who has exhausted all available paid time off and all time off mandated by applicable law, may be granted a medical leave from work of up to ninety (90) calendar days because of sickness or off duty accident. Any such request must be in writing. The Company reserves the right to request additional information supporting the need for the leave including medical information.

The Company shall extend the leave an additional thirty (30) calendar days if the employee

or the Union requests such an extension in writing and furnishes a written report of a licensed medical doctor (M.D.) stating that the extension is necessary, and that the employee is likely to be able to return to work following such an extension. The Company may, in its sole discretion, extend the leave up to an additional one hundred and fifty (150) calendar days if, at the end of the thirty (30) calendar day extension referenced above, the employee or the Union requests such a further extension, in writing, and furnishes a new written report of a licensed medical doctor (M.D.) stating that the extension is necessary, and that the employee is likely to be able to return to work following such an extension. The total leave period shall not exceed two hundred seventy (270) calendar days. If an employee's leave exceeds two hundred seventy (270) calendar days or the employee does not return to work on the designated date, it will be necessary to terminate the individual from employment and terminate their seniority. If, and when, an employee is released by a physician to return to work, the individual may seek re-employment opportunities at that time.

Section 12.4 Written Requests

A request for leave of absence or for an extension must be made in writing by the employee and approved in writing by the Company. Requests for leave of absence shall be made as far in advance as possible. Seniority shall accumulate during a leave of absence; however, unless otherwise stated in this Agreement, time spent on a leave of absence shall be without pay and shall not be credited toward working time for benefits. An employee on an approved leave of absence cannot work another job unless approved by the Company, in writing.

Section 12.5 Family and Medical Leave Act

The Company will comply with the provisions of the Family and Medical Leave Act of 1993 and the California Family and Medical Leave Act.

Section 12.6 Military Leave

The Company will comply with the provisions of the Veterans Re-Employment Rights Act. Any employee required to perform any Military duty or Reserve duty shall be granted non-paid time off or a non-paid leave of absence for the duration of required duty.

ARTICLE 13 **GENERAL CONDITIONS**

Section 13.1 Company Meetings

The Company may require safety meetings and other informational meetings from time to

time. Employees shall attend such meetings as required by the Company. Employees shall be compensated at their regular rate of pay for actual time spent at the meeting. Absent management approval, failure to attend a meeting covered by this section will result in progressive discipline up to, and including, discharge.

Section 13.2 Physicals and Drug Screens and Fitness for the Job

In the event the Company requires the employee to take a physical examination or drug screen, the Company must pay the cost of the procedure and time spent. No employee shall suffer loss of earnings from the Company as the result of time spent in such physical examinations or drug screens. Compensation will be at the employee's applicable rate of pay and shall not be counted toward the calculation of overtime unless required by law.

The Company reserves the right to arrange, at its expense, a medical examination of any employee at any time to determine the employee's fitness for the job. The employee shall also have the right to have their physician express an opinion regarding the employee's fitness for the job.

In the event Company's physician and the employee's physician disagree, the Company's physician and the employee's physician shall select a third physician to resolve the dispute. The decision of the third physician shall be final and binding on both parties, and the expense of the third physician shall be shared equally between the Company and the Employee so long as the physician is in network. If the physician is not in network the Company will pay for the expense of the third physician.

Section 13.3 D.M.V. Required Physicals

The Company agrees to pay the cost of physical examinations associated with an employee maintaining their driving credentials when the Company doctor is used.

Section 13.4 Citations

No operator shall be required to violate traffic laws. Employees are required to pay for the cost of traffic citations received while operating a Company vehicle. The Company will be responsible for all citations related to the condition of the vehicle.

Section 13.5 Amendment and Waiver

This Agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between and executed by the Company and the Union; any oral statements or oral agreements shall be of no force or affect whatsoever. The waiver or breach of any term or condition of this Agreement, by either party, shall not constitute a precedent in the future enforcement of any term or condition.

Section 13.6 Sole Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments, and practices whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement and expresses all obligations of any restrictions imposed on the Company.

ARTICLE 14

SAFETY

The Company and the Union recognize that accident prevention work is necessary for the operation of the Company's transportation system and that safety programs, safety meetings and general incident/accident prevention work is mutually beneficial both to the Company and to its employees. Therefore:

- The Safety Meeting dates will be posted in conjunction with the bid and attendance at the safety meetings is mandatory.
- Employees will be notified of any changes to the meeting dates via memos posted throughout the facility a minimum of seven (7) working days, or as soon as practicable in advance of meeting.

ARTICLE 15

ACCIDENT REPORTING

Section 15.1

All employees are required to report accidents immediately or as soon as reasonably possible to dispatch or a supervisor. They are to complete all required paperwork regarding the accident prior to clocking out for the day, unless Management extends the time. Employees shall be compensated at their applicable rate of pay for actual time spent completing the report. Time required to complete the report shall not exceed one (1) hour, unless extended by the Company. Failure to report an accident consistent with the terms of this Section, shall result in discharge.

Section 15.2

The Company will evaluate accidents. The Company shall grade all accidents by employees as to being preventable or non-preventable as soon as possible after the accident occurs. No discipline will be initiated, until the Company has ruled on the preventability

or non-preventability of the accident. Preventable accidents may lead to disciplinary action up to, and including, discharge.

Section 15.3 Accident Reporting

An employee suffering an industrial illness or injury on duty shall receive pay for his/her full scheduled assignment on the day of injury.

ARTICLE 16

BIDDING

Section 16.1 Run Bids:

Runs shall be subject to bid as provided in this article. New bids shall be a minimum of three (3) per year. There shall be a new bid to take effect on the first Sunday of January. The other two bids shall be determined by mutual agreement between the parties. 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 the ten (10) working 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. The Company will attempt to create as many full time runs as possible within the five (5) day workweek. No run created shall be in excess of a thirteen hour (13:00) spread. The thirteen (13:00) spread shall be computed from the time the operator is first on duty. Any run, where the operator is relieved shall have travel time back to the garage at the applicable rate of pay figured into the paid time of the run. All runs shall contain rest breaks and meal periods per Wage Order Number 9 of the California Industrial Welfare Commission.

Section 16.2 Written Bid - Operators

The bid time shall submit a written bid for available runs in order of seniority. A total of fifteen (15) operators shall submit bids on each day of the bid period until all eligible operators have submitted bids. The top fifteen (15) operators in seniority shall bid on the first day submitting their bids by 3:00 p.m. The Company shall post the results of that day's bidding no later than 5:00 p.m. so that the remaining operators are aware of the runs that have been selected and are no longer available. This process shall continue each day of the bid period until all operators have had a chance to submit a bid. Those operators who are on vacation or out for less than 10 days at the time of pick shall be allowed to submit a proxy bid for the run bid. Operators who are out on a leave of absence at the time of the pick will be allowed to bid provided they produce medical documentation indicating they will return to full duty within thirty (30) days of the beginning of the new bid. If he/she fails to return within the first thirty (30) days of the bid, he/she will not be allowed to pick again until he/she returns to full duty. Any operator who does not submit a bid shall be

passed over and the bid continued. The operator passed may later bid at any time before the bid is completed. Each operator shall use a Company provided form for this purpose. Bidding shall commence on a Monday and proceed until completed.

Section 16.2 (a)

Mechanics are to bid on Start times and Day off as shift assignments twice a year. The first pick will be in December for a start of the bid on the first Sunday of January and the second bid shall be determined by mutual agreement between the parties. Mechanics shall remain on that shift until the next bid starts. The mechanics will bid in seniority order starting with the highest person. Those mechanics who are on vacation or out for less than 10 days at the time of the pick shall be allowed to submit a proxy bid for a shift. Any mechanic out on a leave of absence at the time of the pick cannot pick but upon return to work will be assigned to the shift closest to what he/she had prior to his/her absence until the time of the next pick. If there is a mechanic who does not submit a bid or, who does not bid when it is their turn to bid, the steward shall bid the person as close to their previous bid as possible. Bidding shall commence on a Monday and proceed until completed.

Section 16.2 (b)

Utility workers are to bid on Start times and Day off as shift assignments twice a year. The first pick will be in December for a start of the bid on the first Sunday of January and the second bid shall be determined by mutual agreement between the parties. Utility workers shall remain on that shift until the next bid starts. The utility workers will bid in seniority order starting with the highest person. Those utility workers who are on vacation or out for less than 10 days at the time of the pick shall be allowed to submit a proxy bid for a shift. Any utility worker out on a leave of absence at the time of the pick cannot pick but upon return to work will be assigned to the shift closest to what he/she had prior to his/her absence until the time of the next pick. If there is a utility worker who does not submit a bid or, who does not bid when it is their turn to bid, the steward shall bid the person as close to their previous bid as possible. Bidding shall commence on a Monday and proceed until completed.

Section 16.3 Reduction of Work:

In the event that a run is eliminated or reduced by thirty (30) minutes or more from the time originally bid, an employee may exercise their seniority and displace any operator with less seniority on another run.

In the event that a run is eliminated or reduced by less than thirty (30) minutes the employee shall suffer no loss in pay.

Section 16.4 Extra Work:

Weekly, operators will have the opportunity to sign up for any work that is left unassigned. This work shall be offered to those operators, in seniority order, whose selection of the work will not create overtime for the Company. After the list has been exhausted, the work shall then be offered in seniority order whether it creates overtime or not.

Section 16.5 Overtime

All work performed after eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1 1/2) provided, however, that in order to be eligible for daily overtime after eight hours worked in a day the employee must work their entire schedule for the week. All work in excess of thirteen (13:00) hour spread shall be paid at the overtime rate of pay. Unless required by applicable laws, time and one half will only be paid for hours actually worked in a work week and there shall be no pyramiding of overtime.

Members shall be notified at least one hour prior to being required to work overtime.

Section 16.6 Hold Down Assignments

Any work assignment held by an employee who is scheduled to be off 5 shifts or more due to a vacation, leave of absence or other reason, shall be placed up for the bid as a Temporary Hold Down. Only Extra Board Operators are eligible to bid on a Temporary Hold Down. If no Extra Board Operator bids on the Temporary Hold Down, it shall be filled on a daily basis by the Extra Board. Upon returning to the Extra Board from a Temporary Hold Down, the Extra Board Operator will go to the bottom of the seniority list for purposes of bidding on a Temporary Hold Down. A Hold Down shall remain in effect through the remainder of the bid period. If the employee whose work assignment is offered as a Hold Down returns to work prior to the end of the bid period, that employee shall return to their original assigned work.

Section 16.7 Permanently Vacated Assignments

Any work assignment permanently vacated for any reason shall be posted as an "open run." Operators may bid an "open run" in order of seniority starting with the first Operator in seniority below the Operator who has vacated the assignment.

Section 16.8 Extra Board

Extra Board is a bid position with start and end times. Extra Board operators can be held up to twelve (12) hours.

Work will be assigned to Extra Board Operators on a first in -- first out basis by seniority. If two or more Extra Board Operators have the same start time, the most senior employee

will be the first out. A daily rotation is used with respect to Extra Board work assignments.

Section 16.9 Bidding Process

The Company and the Union agree to meet to review and discuss changes to the bidding process.

Section 16.10 Meal Periods

The language of this section of the Collective Bargaining Agreement will govern meal periods. Employee shall be provided with an unpaid meal period of at least 30 minutes which must begin within the first five and a half hours of their shift. If an employee does not begin a scheduled meal period within the first five and a half hours of their shift, the employee shall be entitled to be paid one (1) hour at the employee's regular rate of pay. Any claim for a missed meal period, an employee must provide the employer sufficient information for the claim. When an employee's route, schedule or assigned work for the day requires more than six (6) hours of work and the nature of the work prevents the employee from being relieved of all duty for a thirty (30) minute meal period, the Union and the Company agree that the employee shall be provided an on duty meal period that will be paid by the Company. The meal period when required will not be provided until the employee has worked 2 hours after the start of their shift.

The Union and the Company also agree that if an employee works no more than six (6) hours for the day, the meal period shall be waived.

Any and all disputes concerning the application of meal periods under this Agreement, including but not limited to those brought individually and or on behalf of other employees by any individual and or by the Union as a class, mass, private attorney general or other representative action, shall only be subject to the final and binding arbitration as set forth in the grievance procedure of this Agreement. The Company agrees to pay for all cost associated with any arbitration expenses brought under this section.

ARTICLE 17

UNION SECURITY

Section 17.1 Union Shop

It shall be a condition of employment for all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, to remain members in good standing and those who are not members on the effective date of this Agreement shall, by the thirtieth (30th) day following the effective date of this Agreement become and remain members in good standing in the Union. It shall

also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, by the thirtieth (30th) day following his/her date of hire, become and remain members in good standing in the Union.

Section 17.2 Notification

The Company shall notify the Union of all new employees hired within the pay period in which the employee is hired. The notification of the Company to the Union shall be in writing and will indicate the new employee's name, address, phone number, social security number, date of hire and classification.

Section 17.3 Enforcement

In the event any employee, due to his/her own negligence, fails to apply for or maintain his/her membership in the Union, the Union may give the Company written notice of this fact and the Company shall within ten (10) working days after receipt of such notice, remove said employee from service and shall continue to withhold said employee from service until notified by the Union the employee is a member in good standing in the Union.

Section 17.4 Check Off

Upon proper written authorization provided by each Union member, the Company shall deduct from the first payroll of each month the amount invoiced by the Union, and forward to the Union all uniformly required initiation fees, and all dues and assessments for the current month, from an employee. The Company shall, each month, on or before the twenty-fifth (25th) day of the month forward to the Union a statement containing the names of the employees from whose pay, and in what amount, such deductions have been made and shall simultaneously therewith remit the total amount of such monthly deductions to the Union. The Union will hold the Company harmless against any and all claims, suits, complaints or other causes of actions arising out of any action taken or not taken by the Company with, respect to this Article.

ARTICLE 18 **ATTENDANCE**

Section 18.1 Attendance

- a. A miss out is:
 - an occurrence whereby an employee reports to work more than ten (10) minutes after their scheduled starting time;

- If an employee fails to show up for an assigned work shift and fails to notify the project manager or designated person at least ninety (90) minutes before scheduled reporting time, the employee will receive a miss-out.
- b. Two (2) miss-outs in a rolling one hundred and eighty (180) day period will result in discipline up to or including a three (3) day suspension.
- c. Three (3) miss outs in a rolling one hundred and eighty (180) day period will result in discipline up to or including termination.

Section 18.2 Absenteeism

For the purpose of this section, an "incident" of absence means an absence from work or failure to remain at work as scheduled, for any single workday or for any single consecutive series of workdays, except three (3) days of paid sick leave and any leave excused by law.

- a. At five (5) incidences of absences, a written warning shall occur
- b. At seven (7) incidences of absence, a final warning shall occur
- c. At nine (9) incidences of absences in a floating three hundred sixty-five (365) day period shall bring automatic termination.

Section 18.3 Tardiness

A tardy shall be when an employee is more than one (1) minute late for scheduled starting time(s) and less than ten (10) minutes late for scheduled starting time(s).

The following discipline shall be administered for tardiness on a rotating calendar year basis:

- a. six (6) tardies - written warning
- b. nine (9) tardies - final warning
- c. ten (10) tardies-Termination

ARTICLE 19 **PAY AND BENEFITS**

Section 19.1 Wage Rates for Operators

OPERATORS		9/1/2024	9/1/2025	9/1/2026	9/1/2027
60+	\$ 28.61	\$ 30.04	\$ 31.24	\$ 32.80	\$ 34.77
48 mo-59 mo	\$ 26.09	\$ 27.39	\$ 28.49	\$ 29.91	\$ 31.71
36 mo-47 mo	\$ 24.70	\$ 25.94	\$ 26.97	\$ 28.32	\$ 30.02
24 mo-35 mo	\$ 23.64	\$ 24.82	\$ 25.81	\$ 27.11	\$ 28.73
12 mo-23 mo	\$ 22.64	\$ 23.77	\$ 24.72	\$ 25.96	\$ 27.52
0 mo-11 mo	\$ 21.51	\$ 22.59	\$ 23.49	\$ 24.66	\$ 26.14
OPERATORS		9/1/2024	9/1/2025	9/1/2026	9/1/2027
60+	NA	5.00%	4.00%	5.00%	6.00%
48 mo-59 mo	NA	5.00%	4.00%	5.00%	6.00%
36 mo-47 mo	NA	5.00%	4.00%	5.00%	6.00%
24 mo-35 mo	NA	5.00%	4.00%	5.00%	6.00%
12 mo-23 mo	NA	5.00%	4.00%	5.00%	6.00%
0 mo-11 mo	NA	5.00%	4.00%	5.00%	6.00%

- Training Rate to be determined by the Company.

Section 19.2 Wage Rates for Maintenance

Maintenance	Current	9/1/2024	9/1/2025	9/1/2026	9/1/2027
A-Mechanic Lead	\$ 43.13	\$ 45.29	\$ 46.65	\$ 48.04	\$ 49.49
A Mechanic	\$ 41.56	\$ 43.64	\$ 44.95	\$ 46.30	\$ 47.68
B Mechanic	\$ 33.20	\$ 34.86	\$ 35.91	\$ 36.98	\$ 38.09
C Mechanic	\$ 25.50	\$ 26.78	\$ 27.58	\$ 28.41	\$ 29.26
Utility Worker	\$ 20.49	\$ 21.51	\$ 22.38	\$ 23.49	\$ 24.90
Vehicle Cleaner	\$ 16.50	\$ 17.33	\$ 18.02	\$ 18.92	\$ 20.05
Maintenance		9/1/2024	9/1/2025	9/1/2026	9/1/2027
A-Mechanic Lead	NA	5.00%	3.00%	3.00%	3.00%
A Mechanic	NA	5.00%	3.00%	3.00%	3.00%
B Mechanic	NA	5.00%	3.00%	3.00%	3.00%
C Mechanic	NA	5.00%	3.00%	3.00%	3.00%
Utility Worker	NA	5.00%	4.00%	5.00%	6.00%
Vehicle	NA	5.00%	4.00%	5.00%	6.00%

** The above year one (1) pay rate shall become effective the first full payroll period following ratification.

The Company reserves the right to increase any of the wage rate(s) referenced above upon notice to the Union.

If, and only if, this Agreement, including all previous Tentative Agreements, **is ratified by August 11, 2021**, all active bargaining unit employees employed as of the date of ratification will receive a signing bonus of \$750, after taxes.

Section 19.2(a) Safety Shoe Tool Allowance

The Company shall provide the following Tool Allowance

Mechanics (A & B only)	\$200.00
Utility Fueler	\$0.00

The Company shall provide the Mechanics/Utility Fuelers up to \$150.00 per calendar year **(\$250 per calendar year beginning in September 2025)** towards the purchase of Shoes/Boots that shall conform to the following: Steel Toe; Slip Resistant; chemical resistant and EV rated. Eligibility for this reimbursement requires Mechanics/Utility Fuelers to provide a receipt of purchase for shoes/boots as described above.

Section 19.2(b) Call outs

An employee, who has been called back to work, after having punched out and after leaving Company property at the end of their regular shift, shall be paid at the overtime rate per Section 16.5, with a minimum guarantee of two (2) hours.

Section 19.3 No Reduction in Pay

No Employee covered by this Agreement shall suffer a reduction in pay as a result of the negotiated pay rates above.

Section 19.4 Holiday Pay

All non-probationary full-time employees covered by this Agreement shall receive eight hours (8) pay for each of the below listed Holidays. All part-time employees shall receive four (4) hours pay for each of the below listed holidays. Holiday pay will be paid in addition to any time worked on the below listed Holidays. Employees must work their entire regularly scheduled workday before and after the holiday to receive holiday pay. If the employee is scheduled to work the holiday, the employee must complete their entire shift on the holiday to receive holiday pay.

Section 19.5 Holidays

The Holidays observed are: New Year's Day, Presidents Day, Memorial Day,

Independence Day, Labor Day, Thanksgiving and Christmas Day, MLK Jr. Day, and Juneteenth (beginning in 2025) and Veterans Day (beginning in 2026). These Holidays will be celebrated on the day legally designated by the State of California. The employee shall receive the day off for their birthday and be compensated eight (8) hours. Any hours worked by the employee on the holiday will be paid at the applicable time and one-half rate with the exception of the employee's birthday and Presidents Day which will be paid at the applicable straight time rate.

Section 19.6 Vacations

For the purpose of determining their vacation entitlement, the following schedule will be used.

- a.) Beginning with the first year of employment, vacation time will be earned at the rate of 3:20 hours per month. (One (1) week or Five (5) days)
- b.) Beginning with the third year of employment, vacation time will be earned at the rate of 6:40 hours per month. (Two (2) weeks or Ten (10) days)
- c.) Beginning with the sixth year of employment, vacation time will be earned at the rate of 10:00 hours per month (Three (3) weeks or Fifteen (15) days)
- d.) Beginning with the tenth year of employment, vacation time will be earned at the rate of 13:20 hours per month. (Four (4) weeks or Twenty (20) days)
- e.) Beginning with the fifteenth year of employment, vacation time will be earned at the rate of 16:40 hour per month. (Five (5) weeks or Twenty-five (25) days)
- f.) Beginning with the twenty-fifth year of employment, vacation time will be earned at the rate of 20:00 hours per month. (Six (6) weeks or Thirty (30) days)

Non probationary, full-time employees covered by this Agreement after it implementation shall earn a monthly prorated hourly vacation credit for each month in which he/she is in active service 16 or more calendar days, as defined in the next Paragraph.

For the purpose of determining, one's monthly vacation accrual, in addition to work time, an employee shall be considered on "active service" when on vacation, paid sick leave, and the first thirty (30) calendar days of unpaid sick leave.

The annual vacation period shall commence with the first Sunday in January with the final vacation period beginning the last Sunday in December.

Vacation pay for full time employees will be paid at the rate of eight (8:00) hours per day, or run pay, whichever is greater.

All full time employees shall have any time spent in part-time employment count, on a month for month basis, as "continuous service" for determining his/her full time vacation benefit.

The Company will determine the number of vacation slots available for each weekly period of the vacation year.

An employee separating from employment for any reason shall be paid for all accrued and unused vacation at his/her straight time hourly wage rate.

Section 19.6 (A) Vacation Schedule

The Company shall prepare and post by December 5th of each year a vacation sign up schedule showing employees who will be eligible for vacation during the following calendar year. Employees will sign up for vacation prior to January 1st of the year in which the vacation is to be taken. The Company shall develop a procedure allowing eligible employees to select their vacation according to seniority.

Section 19.6 (B) Vacation Time and Pay

Vacation time shall be taken in four-hour increments.

Section 19.6 (C) Vacation Carry-Over

Employees may carry over vacation days to the following year. At no time shall the employee have more than one hundred seventy-five per cent (175%) of their total annual accrual amount. no more vacation may be earned (accrued) until the vacation balance falls below that level.

Example: An employee earns forty (40) hours of vacation annually. 175% of 40 hours would be 70 hours. So the employee's maximum vacation balance would be 70 hours.

At the end of each month the Company will provide the employee with his/her vacation balance.

Section 19.6 (D) Vacation Cash Out

Employees shall have the option of cashing out earned (accrued) vacation during the first week of October of each year to be paid out the last pay period in November. Employees

may cash out all but forty (40) hours of earned (accrued) vacation. Vacation cash outs must be requested in writing. Failure to request vacation cash out the first week of October shall result in the denial of the cash out request. The cash out election, once made, is irrevocable and cannot be withdrawn.

Section 19.7 Sick Leave

All non-probationary full-time employees will be eligible to receive six (6) sick days annually accrued at the rate of 4.00 hours per month worked. Full-time employees may accrue up to 160 hours of sick leave. Sick leave shall be paid at the rate of eight (8) hours per day.

All non-probationary part-time employees will be eligible to receive four (4) sick days annually accrued at the rate of 2.66 hours per month worked. Part-time employees may accrue up to 80 hours of sick leave. Sick leave shall be paid at the rate of four (4) hours per day.

Section 19.8 Bereavement Leave

All Employees shall be granted three (5) days paid leave of absence on account of death of any member of the employee's immediate family. Bereavement Leave shall be paid at the rate of eight (8) hours per day. Immediate family shall be defined as Employee's spouse, children, (including adopted of either spouse.) grandchildren of either spouse, parents or brothers and sisters of either spouse, and natural grandparents of either spouse. For purposes of definition the term spouse shall include legally recognized domestic partner.

An employee who requires bereavement leave must notify their supervisor. The date of the death, and the relationship of the deceased to the employee must be reported, if requested by the Company. Upon return to work from the leave, the employee shall provide proof of the death, if requested by the Company. Failure to provide such proof, if requested, shall result in discipline, up to and including, immediate discharge.

Section 19.9 Medical, Dental and Vision Insurance

The Company shall offer Medical coverage to all full-time employees covered by this Agreement following ninety (90) days of employment. The Company shall be responsible for eighty percent (80%) of the total premiums with the employee paying the remaining twenty percent (20%) This cost sharing shall apply to all plans offered with the exception of a minimum value, essential coverage plan offered in accordance with the U.S. Patient Protection and Affordable Care Act (PPACA). The Company intends on offering a new HSA plan in 2025 as its affordable plan. Once the new plan is offered, the current HDHP plan will be subject to the cost sharing identified herein.

The Company shall continue to offer Dental and Vision Insurance. The Company shall be responsible for seventy-five percent (75%) of the total premiums with the employ paying the remaining twenty-five (25%).

The percentage contributions apply to all tiers of coverage (Employee Only, Employee plus spouse, Employee plus Children or Family)

19.10 Life Insurance

The Company shall provide life insurance for all employees in the amount of \$10,000.00 at no cost to the employee.

Section 19.11 Retirement 401(k) Plan

The Company shall make available the ATU 401 (k) plan to all full-time employees by payroll deduction. The Company will make Company matching contribution at a rate of fifty per cent (50%) for every dollar deferred by the employee in a paycheck, up to a maximum of five percent (5%) of eligible pay (2.5% maximum Company contribution). Employees will be eligible to join the plan after completing ninety (90) calendar days of employment with the Company.

ARTICLE 20 **TECHNOLOGY –**

The Company may employ technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry in order to help ensure efficiencies in operations, the safety of the operator and passengers, and compliance with all federal, state and local driving rules and regulations by both the operator and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident, accident or event involving an **Authority** facility, another employee or an employee while operating an **Authority** vehicle or while operating any vehicle on **Authority** property.

Technology equipment shall not be used by the Company in a random, retaliatory or discriminatory manner. The Company may review the recordings for a bona fide reason. A bona fide reason is any work-related incident, accident or event which warrants further investigation and possible action by the Company. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practical after the action is taken.

ARTICLE 21

DURATION

Section 21.1 - Effective Date

This Agreement shall be in full force and effect from September 1, 2024, and runs through August 31, 2027.

Section 21.2 - 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 1, and that all the terms of such successor Agreement are agreed upon without any interruption of the Company's business and without either the Company or the Union engaging in economic activity against the other. The Company and the Union therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section 20.1 to allow for a settlement to be reached.