

Labor Contract

Between

Transdev Services, Inc.

and

Amalgamated Transit Union

Division No.

192

**July 1, 2021**

**Thru**

**June 30, 2024**

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COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE AMALGAMATED TRANSIT UNION, LOCAL DIVISION 192  
AND  
Transdev Services, Inc.

This Agreement is made and entered into between Transdev Services, Inc. referred to as "THE COMPANY", and LOCAL 192 of the AMALGAMATED TRANSIT UNION, referred to as "THE UNION."

WITNESSETH:

In consideration of the premises and of the respective promises, agreements and covenants of the parties hereto, they do hereby mutually agree as follows, to wit:

**SECTION 1. RECOGNITION AND JURISDICTION**

(A) The Company recognizes the Union as the Collective Bargaining Agent for all employees except manager, dispatcher, shop foreman, shop superintendent, all office employees, supervisors, guards and watchmen as defined in the Labor Management Relations Act of 1947.

(B) The Company will not, during the term of this Agreement, recognize any other Union or organization as the bargaining agent for employees covered by this Agreement.

**SECTION 2. PREAMBLE**

(A) The purpose of the Agreement is to provide a working understanding between the Company and its employees, through their duly accredited representatives, affecting hours of labor, wages and basic working conditions and to establish a means of settling any and all grievances, disputes and controversies arising between the Company and its employees, and pursuant to said purposes, the parties observed and enforced by both the Company and the Union.

(B) Non-Discrimination Clause—There shall be no discrimination in hiring, promotion or other aspects of employment because of Sex, Race, Creed, Color, Age, National Origin, Sexual Preference, Gender Identity, or Disability unrelated to the job duties or on the basis of Union membership.

(C) Contravention's of Laws—It is understood and agreed that the provisions of this Agreement shall be subordinate to any present or subsequent federal, state or municipal law or regulation to the extent that any portion hereof is in conflict therewith, and nothing herein shall require the Company to do anything inconsistent with the charters, franchises, indeterminate permits, certificates of convenience and necessity, or laws under which it may from time to time operate or exist, nor anything inconsistent with the orders or regulations of any competent government authority having jurisdiction to issue the same.

The Company shall comply with all federal, state and local laws and regulations governing wages, hours and working conditions. All employees shall receive the higher of (1) the wages and/or benefits provided for by the Agreement or (2) the wages and/or benefits provided for by federal, state and/or local laws and regulations, except that, if any such federal, state or local law or regulation exempts them from employees covered by a collective bargaining agreement, the provisions of this Agreement shall control.

**SECTION 3. AGREEMENT SUBJECT TO RECEIPT OF FUNDS**

(A) The parties hereto expressly acknowledge that the terms of this Agreement are subject to the receipt of certain funds by Soltrans, or any successor contracting entity, for the operation of public bus services in Solano County. Specifically, the terms of this Agreement are subject to receipt by Soltrans, or any successor contracting entity, of annual grants from the Federal Transit Administration (FTA), from the State Transit Assistance fund, from the Northern Toll Bridge revenue fund, and from the State Transportation Development Act fund, in the sums applied for by Soltrans, or any successor contracting entity.

(B) Should Soltrans, or any successor contracting entity, require negotiations as allowed by the terms

of the Service Agreement with the Company, then the terms of this Agreement pertaining to wages shall be subject to mutual review, and if mutually agreed may be renegotiated.

(C) In the event the Company's contract with SolTrans (or its successor) is terminated, the terms of this Agreement expire.

#### **SECTION 4. WAIVER PROVISIONS**

(A) 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 of the Agreement.

(B) No official of the Union has authority to orally modify any of the terms of this Agreement. Stewards are not vested with authority to make any deviation from the terms of this Agreement.

#### **SECTION 5. STRIKES AND LOCKOUTS**

During the term of this Agreement, the Union agrees not to engage in any strike, slowdown, or work stoppage. The Company agrees not to engage in any lock-out of its employees. The Union will not honor any picket lines established by any organization against the Company unless sanctioned by the Central Labor Council and/or the International Union. Employees violating the terms of this Section shall be subject to immediate termination and shall have all rights contained in the Grievance Procedure of this Agreement.

#### **SECTION 6. CHECK-OFF**

The Company agrees to check-off and remit to the Secretary-Treasurer of Local 192, Amalgamated Transit Union, monthly from the pay of each employee who is a member of Local 192 of the Amalgamated Transit Union, and who has so authorized the Company in writing, all membership dues in the union of such employee. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms or liability of any kind, which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Section.

#### **SECTION 7. UNION MEMBERSHIP**

All employees within the scope of this Agreement shall become Members of the Union in good standing as a condition precedent to continued employment with the Company. Any new employees within the scope of the Agreement, shall, within thirty-one (31) days of the date of their employment, become Members of the Union and shall thereafter remain Members in good standing as a condition precedent to continued employment with the Company.

#### **SECTION 8. UNION EMBLEMS**

Union employees will be permitted to wear the emblems of the Union on service uniforms so long as the uniforms are not damaged.

#### **SECTION 9. EMPLOYEES COVERED**

The Company shall furnish the Union with the names of all employees covered by this Agreement entering or leaving service monthly. This report will include classifications and the dates of entering or leaving. This report will be emailed to Local 192 by the 5th of each month in an xlsx format.

#### **SECTION 10. RULES AND REGULATIONS**

(A) It is agreed that all existing rules and regulations as contained in the Company Employee Handbook

dated 7/1/21 and the Safety Handbook/Policies dated 7/1/21 not in conflict with the provisions of this Agreement, shall remain in effect until superseded or changed by subsequent rules and regulations adopted by the Company. The Company shall furnish the Union with a copy of any proposed changes of the existing rules and regulations or new rules and regulations which are to be put into effect by the Company prior to its effective date. The Union shall have the right to bargain over any said changes and shall be furnished a copy of proposed changes at least thirty (30) days prior to the proposed effective date of such changes.

(B) All employees and the Union will be given a copy of the Company Employee Handbook and the Safety Handbook/Policies and all rules and regulations, and any changes that may be implemented during the term of this Agreement.

#### **SECTION 11. PROBATIONARY PERIOD (NEW EMPLOYEES)**

(A) All new employees hired by the Company will serve a probationary period of ninety (90) working days in which to demonstrate their ability to properly carry out their duties. If within twelve (12) months the Company finds that false information was given that materially would significantly affect the acceptance of the application, the new employee shall be dismissed by the Company.- If the Company later finds that an employee gave false information regarding conviction of either a felony or a misdemeanor involving theft or moral turpitude (sexual based crimes), such employee shall be dismissed by the Company.

(B) The Company may at its sole discretion discipline, suspend, terminate, disqualify or discharge probationary new employees. The Union and the probationary new employee have no recourse to the grievance or arbitration procedure regarding the Company's exercise of its discretion to discipline, suspend, terminate, disqualify or discharge probationary employees. Probationary period may be extended by mutual agreement between the Company and the Union; agreement to extend the probationary period shall not be unreasonably withheld.

(C) The commencement date of the probation period for all employees shall be defined as the first day of employment with the Company.

(D) Any discipline received by an employee while on probation may be made the subject of the grievance process should the Company use it for progressive disciplinary purposes within the one-year review period.

#### **SECTION 12. SENIORITY**

(A) Departmental seniority shall govern in all layoffs, bidding for assignments and vacations.

(B) Employees shall be advanced to a higher classification provided the employee is competent to perform the assignment. The Company shall be the sole judge of the qualifications and competency of the employee.

(C) Employees changing from one department to another within the bargaining unit shall be given a trial period of ninety (90) days in a new position; employees who are found not qualified for the position or who wish to return to their former position within ninety (90) days shall be returned to their vacated position without loss of seniority.

(D) Employees who change departments within the bargaining unit shall after the ninety (90) day trial period in the new department lose their seniority in the department from which they have transferred and their new department seniority shall start at the date of commencement of work in the new department. Their company seniority will be carried with them along with all benefits already earned. Employees transferring to a Company position outside the bargaining unit shall have a ninety (90) day trial period, and may voluntarily return, or be returned by the Company to the bargaining unit without any loss of seniority. Employees shall not be allowed to bid under any circumstances during the trial period. Employees returning under these circumstances shall be given available work within their classification(s), and not allowed to bid until the next scheduled bid. An involuntary return or disqualification by the Company may be made

the subject of the grievance and arbitration procedures of the Agreement.

- (E) Department seniority shall prevail and the following shall be considered separate departments:
1. Motor Coach Operators
  2. Maintenance

(F) The seniority rank of new employees will be determined by a lottery drawn among all qualified Operators on the last day of training. When two or more Operators are released from training the same day, the Union will determine the seniority ranking by conducting a drawing of numbers for those released.

- (G) Continuity of service shall be broken and seniority shall terminate:
1. By resignation;
  2. By discharge;
  3. By failure to conform to the provisions of Section 51 of this Agreement;
  4. By absence of three (3) or more consecutive regularly scheduled work days without communicating with the Company;
  5. By layoff of twelve (12) consecutive months or more;
  6. By total absence due to sickness or injury beyond a twelve (12) consecutive month period, unless consented to in writing by the Company;
  7. For leaves-of-absence other than those provided for in this Agreement.

(H) The Company will maintain a seniority roster which shall be posted on the bulletin board to which employees will have access at all times. Any protest in the seniority roster must be made within thirty (30) days from the date of posting, posting shall occur within five (5) days from start of employment of said employee, or the end of Operator training or such roster will stand as correct, indisputable errors excepted. The classification seniority date and date of hire of each employee will be shown on the seniority roster. Questions of seniority will be determined by the Union.

### **SECTION 13. SERVICE LETTER**

Employees who have been in the service for ninety (90) days or more who leave the service shall upon request be promptly furnished a service letter stating the time and service while in the employment of the Company.

### **SECTION 14. EMPLOYEES' RESPONSIBILITY**

The Union recognizes that the business of the Company is advantageous to its employees and agrees to assist the Company in any reasonable manner to the end that unjust burdens be removed. It also agrees to encourage its members to exert their best efforts to promote a greater patronage of the Company's facilities and reduce accidents to a minimum.

### **SECTION 15. REQUIRED PHYSICAL EXAMINATION OF EMPLOYEES**

It shall be the duty of each employee to arrange for and take the biannual Medical Recertification Physical examination required by State law. The Company will pay in full for all examinations needed to maintain a California Drivers' License Class A or B provided the employee is examined by a company directed medical clinic CDAT, Kaiser on the Job, Concentra or any other doctor appointed by the Company. The Company will pay one hours pay to all employees who take this biannual Medical Recertification Physical.

### **SECTION 16. JURY DUTY**

(A) All full time motor coach operators, shop personnel, part-time motor coach operators on bid run of thirty (30) days or more shall be paid for time performing jury duty.

(B) Pay for such jury time shall only be paid to those employees who are scheduled to work on the day or days of jury duty. The employee may retain any jury pay received.

(C) The employee shall contact the Company Dispatcher to receive instructions as to returning to the facility to work for any part of his/her workday when he/she is released from jury duty.

(D) All Transdev employees who receive a notice to appear and physically report for a jury assignment, on his/her regular scheduled workday shall be paid as follows:

1. Eight hours straight time pay for eight or fewer hours jury duty.
2. Eight hours straight time pay for eight or fewer hours combined jury duty and work.
3. If the combined time spent for jury duty time and work exceeds 8 hours, the employee will be paid straight time for the total of the combined hours. Overtime premium will be paid only if the total work hours exceed 8 hours.

(E) Employees shall produce written evidence from the Court Clerk stating the time of day of release from jury duty or selection. Any employee returning to work without such written time of day shall not be paid.

### **SECTION 17. COURT APPEARANCE**

An employee required to make a court appearance on behalf of the Company shall be paid the amount that they would have earned in their regular day's assignment plus their necessary expenses. When required to make a court appearance on their day off employees will be paid a minimum of 4 hours at the appropriate rate of pay.

### **SECTION 18. ATTENDING INVESTIGATION**

(A) When employees are required by the Company to attend investigations either at or away from the Company's facility, they will be paid for wages lost, if any, suffered by them and necessary expenses which are authorized and approved by the Company.

(B) In case employees are required by the Company to attend investigations on their days off, time off, or lunch period, they shall be paid for the actual time so consumed at their regular or over time daily rate.

(C) The filing of any false charges shall be subject to disciplinary action.

### **SECTION 19. BADGES, ORNAMENTS, ETC**

Employees will not be required to bear the expense of Company badges, or ornaments or service insignia, name plates, ticket punches, rule books or other equipment necessary to the execution of their duties, but they will be held accountable for same. If lost or rendered unserviceable beyond that occasioned by ordinary wear and tear, operators will be required to pay for same at replacement prices.

### **SECTION 20. PASSES**

All employees who complete their probationary period who wish to obtain a pass for transportation over the lines of the Company at Sol Trans for a spouse, dependent child eighteen (18) years or younger or dependent child over eighteen (18) years of age and attending high school or college as a full time student will be required to obtain an individual photo ID. The first photo ID will be provided by the Company. If the ID is lost, stolen, misplaced, or destroyed, the employee will pay \$10.00 for replacement ID. Effective July 1, 2006, subject to the advance approval of the Company's client, dependents of employees legally acting in "loco parentis" will be able to obtain a subject pass subject to submitting the pass request in writing and providing sufficient verification of such status.

Application for spousal and dependent passes must be submitted in writing. Upon request, verification of marital or dependent status must be provided.



## **SECTION 21. DESCRIPTION OF EMPLOYEE'S DUTIES IN DEPARTMENT**

### **(A) Motor Coach Operations:**

1. Student: One who is assigned to learn the route and Company procedure.
2. Trainee: A student who is assigned to a driver to learn the route.

### **(B) Maintenance:**

1. Service Employee: Duties are cleaning and servicing of vehicles and maintenance facilities.

2. Advanced Service Employee: The work at this level involves making repairs that can be accomplished by removing and replacing. Work at this level involves replacement of minor items as required and more complex replacements at the direction of a higher technician level or Supervisor. For example, common minor replacement items would include, but are not limited to, belts, leveling valve, filters, miscellaneous switches and valves, seats, light bulbs and reflectors, windshield wiper blades, tires and wheels, decals and other minor parts or components that require minimal mechanical aptitude. Technicians at this level shall check, change and adjust all fluid levels (e.g., engine oil, hydraulic oil, transmission oil, coolant, power steering fluid, and windshield washer and be proficient at preventative maintenance inspections and procedures).

3. Entry Level Mechanic: The work at this level involves making repairs that can be accomplished by removing, replacing, adjusting, or cleaning defective parts or components. Can perform basic diagnostic procedures on mechanical, air, and electrical systems. Can perform component overhauls with supervision.

4. Mechanic Advance Level: The work at this level involves diagnosing, repairing, and/or overhauling major components and systems such as engines, transmissions, differentials, and transaxles/transmissions, electronic fuel injection systems, emission control systems, brakes, suspension and steering systems, body and glass, and related electrical, electronic, hydraulic, fuel and other assemblies without supervision.

5. ~~Bus Stop Utility Worker: The work at this level involves maintaining bus stops, bus shelters and transit centers at the Company and customer facilities, cleaning around the area, removing trash and graffiti, power washing the transit centers around bus stop and bus shelters, changing LED light bulbs and fixing and replacing batteries of solar panels at bus stops; removing weeds from around bus stops and bus shelters, installing temporary bus stop poles and replacing bus stop blade signs, and restickering route numbers; cleaning the external yard of the Company's facility, ensuring the power washer and weed wacker are properly fueled to avoid damage to the operation of the tool; and any other cleaning tasks as assigned.~~ As this position is not part of the current contract with Transdev, this employee will be provided the option to apply for other open positions, such as operator or utility personnel.-(Section struck through in case the position is returned at a later date through bargaining).

Any position [s] to be filled within Maintenance Department will be posted for at least seven (7) calendar days during which all interested employees may apply for such position(s) using a form provided by the Company. The Company will interview all available applicants prior to filling the position(s). It is the Company's goal to promote from within and advance those employees from within. The Company will make every effort to allow those employees with the seniority the opportunity to advance; however, the final decision for promotion lies within the sole discretion of the Company, which may take into account such factors as experience, past job performance, interpersonal skills, ability to manage and other job related qualifications.

All Maintenance employees changing from one classification to another classification shall be given a trial period of sixty (60) working days in the new classification; employees who are found not qualified for the

classification or who wish to return to their former classification shall be returned to their vacated classification without loss of seniority.

Employees of one classification may do the work of another classification, as long as at no time does the individual doing the work makes a rate lower than the classification of work being provided. (Maintenance employees only)

All classifications under Section 21 are required to have a Class B license.

## **SECTION 22. MANNING OF MOTOR COACHES**

Company Supervisors and Administrators will not drive any motor coach of the Company unless the regular full time and part-time list of motor coach operators are depleted, and no full time or part-time motor coach operators are available to perform the assignment at the time the run is scheduled to depart. Occasional non-revenue public relations service may be operated at Management discretion. The Company shall select Operators for this non-revenue public relations service.

Maintenance supervision may use tools of the trade for instruction, as well as in instances when there is a mechanic shortage. (In those cases as defined as work done due to mechanic shortage, the Maintenance Manager will notify the union business agent of the work within 12 hours). Maintenance supervisors are not to do the duties of collectively bargained mechanics, or stand in their stead.

## **SECTION 23. FULL TIME MOTOR COACH OPERATORS**

(A) A full time motor coach operator is defined as an employee whose seniority number is equal to the number of regular bid runs or is a full time extra board position. A minimum of 70% of active operators will be full time operators. Of the seventy percent at least five (5) will bid a full time Extra Board position.

(B) A full time motor coach operator will receive full benefits as defined in the contract. And as noted below part time operators may receive medical coverage as described in Section 24.

(C) Regular full time motor coach operators will have two consecutive days off. Full time 4/10 (four days a week/10 hours a day) motor coach operators shall have two (2) consecutive days off and one (1) additional day off in the same work week.

(D) Extra Board Operators

The extra board shall be structured by position with consecutive days off attached to an Extra Board Operators' position. Extra Board operators are full time operators and will be paid at least 40 hours per week. The maximum spread on the Extra Board Operators' work day will be 13 hours. Extra Board Operators will be paid the run pay of their assignment. Extra Board Operators reporting for cover will be guaranteed at least two hours pay for the report. All extra board work will be filled by Extra Board Operators before using other full time operators. After there are no full time operators available to do the work on the extra board part time operators may be assigned.

When assigning extra board work the Board will rotate one position per day by alpha rank. First in will get first out by time in most cases. Extra Board Operators will not be split more than three times in the 13 hour spread.

(E) Elapse Time

Elapse time exceeding any 12-hour period up to the 13<sup>th</sup> hour shall be paid an additional ½ time.

## **SECTION 24. PART TIME MOTOR COACH OPERATORS**

(A) All motor coach operators who do not fill the requirements of a full time operator will be considered as a part-time motor coach operator. A Part Time Operator is an Operator who is paid a minimum of 5 hours per day/25 hours per workweek and can work up to 35 hours per workweek. The maximum hours of

a part timer per week may from time to time be exceeded due to the demands of extra work. Part Time Operators will be scheduled for two consecutive days off per week.

(B) When there are no full time motor coach operators available, on a voluntary basis, part- time motor coach operators may be assigned to do extra work.

(C) A part-time employee will earn four (4) hours each month sick leave for the first sixty (60) days beginning the first day of the month following commencement of work; thereafter eight (8) hours a month in which an employee works.

(D) A part-time employee will earn four (4) hours a month vacation for the first sixty (60) days beginning the first day of the month following commencement of work; thereafter eight (8) hours a month in which an employee works.

(E) If at any time the Sol Trans increases service, the number of operators receiving full time benefits will increase accordingly. If the Sol Trans decreases service, the number of operators receiving full time benefits will decrease accordingly.

(F) All vacancies to Full Time Operator positions shall be made available to Part-Time Operators by their seniority before the Company hires from the outside. When a part time operator during a bid cycle refuses to select an available full time position, then during the next bid cycle and thereafter that operator shall not have any seniority rights to bump any operator from a permanent or temporary full time bid.

(G) Full Time Operators wanting to go to the Part Time Operator classification will go to the bottom of the Part Time classification and lose Full Time Operator seniority. Should the Operator go back to Full Time Operator again, they will start at the bottom of the full time classification.

## **SECTION 25. BEREAVEMENT LEAVE**

All employees with one (1) year of service shall be granted three (3) working days leave with straight time pay for bereavement leave or attending the funeral or memorial service occurring in the immediate family of such employee or the employee's spouse. The term "spouse" includes domestic partners. The immediate family shall be defined as the employee's spouse, and the employee or the employee's spouse's son, daughter, step and foster children, father, mother, brother, sister, grandfather, grandmother, grandchildren, current father-in-law, mother-in-law, and significant other. If an employee desires more than the three (3) working days leave, the employee may use up to seven (7) days of vacation at the employee's option. Upon mutual agreement of the Company and the employee, an employee may use more than seven (7) vacation days or take an unpaid leave of absence. If the vacation days are used, they will be taken from the end of the employee's scheduled vacation.

The employee must complete a Bereavement Leave form provided by the Company before the Bereavement Leave is paid.

Any employee found to have made a false claim for Bereavement pay shall be subject to dismissal.

If Bereavement Leave occurs when an employee is on any other kind of leave, Bereavement Leave ~~will not be paid~~ shall be used in lieu of any other kind of leave.

## **SECTION 26. HOLIDAYS**

(A) The following days shall be considered holidays:

NEW YEAR'S DAY  
MARTIN LUTHER KING DAY  
PRESIDENT'S DAY  
MEMORIAL DAY

FOURTH OF JULY  
LABOR DAY  
VETERANS DAY  
THANKSGIVING DAY  
THE DAY AFTER THANKSGIVING DAY  
CHRISTMAS DAY  
THE EMPLOYEE'S BIRTHDAY

- (B) Employees may be required to work on any of the above listed holidays.
- (C) All regular full time motor coach operators working a bid run during the holiday shall be paid for the holidays even though not scheduled to work on the holiday. Said employee shall be paid for eight (8) hours straight time pay.
- (D) All part-time motor coach operators who have worked the same bid run for thirty (30) days or more shall be paid for the Holiday that falls after the thirty (30) days, provided they are working the same run for that period after the holiday. Pay is eight (8) hours.
- (E) Employees who are scheduled to work and who work on holidays shall be paid for the number of straight time hours they work on such holidays plus holiday pay for eight (8) hours.
- (F) Employees may have the option to work any special work or run on any of the above holidays and/or Sundays with overtime over eight (8) hours.
- (G) Employees who do not work on a legal holiday will be paid eight (8) hours at their regular straight time rate of pay for the holiday, provided, such employee completes their work day prior to the holiday and on their scheduled or assigned work day after the holiday.
- (H) Employees off on Union business or excused by the Company the day before or the day after the holiday shall be considered as having worked.
- (I) Any employee who requests the scheduled holiday off will be allowed to take off on the holiday, in seniority order, as long as another employee is available to work. Birthday holiday scheduling must be within 30 days of the birthday if not taken on the employee's birthday.
- (J) The parties agree to a 60 day reopener to negotiate the potential of adding Juneteenth as a paid holiday. The opener period will be from 2/1/22-4/1/22, and may be initiated by either party.

**SECTION 27. SICK LEAVE**

- (A) All regular full time employees who have been continuously employed shall accrue sick leave credit up to twelve (12) days per year.
- (B) Employees may accumulate all unused sick leave.
- (C) A Union employee who has accrued in excess of thirty (30) days sick leave may sell back to the Company a maximum of ten (10) days at fifty (50%) percent of the value of said accrued sick leave during the first pay period of December of each calendar year.
- (D) The Company shall have the right to request a doctor's certificate of an employee's inability to work due to sickness or injury after the second day of sickness or injury.
- (E) Employees shall be entitled to sick leave benefits due to being off work for sickness on the first scheduled working day.
- (F) Any employee found to have made a false claim for these benefits shall be subject to dismissal.

(G) Any employee who notifies the Company of a personal problem concerning drug abuse or alcoholism shall be granted a leave-of-absence. This leave-of-absence will be for the purpose of entering and successfully completing a bona-fide alcohol or drug program.

(H) In the event an employee does not successfully complete a bona-fide alcohol or drug program, the Company shall have the right to discharge said employee.

(I) An employee who is off sick must exhaust their sick leave.

(J) Persons retiring at age 62 with 20 years service with the Company may sell back unused sick leave at 50% of the value of said sick leave.

## **SECTION 28. SICK LEAVE PROCEDURE**

(A) Union employees will be required to advise the Company Dispatcher at least five (5) days prior of a pending doctor's appointment, except in an emergency, so as to allow the dispatcher time to reallocate his/her assignment accordingly so that the individual employee can be relieved from any responsibility of the assignment for that particular date for a maximum of a four (4) hour period. Additional time off for medical appointments may be approved by the Company, as needed. While at the appointment the employee will notify the Company that additional time is needed for a medical appointment, if at all possible.

(B) Union employees having a doctor's appointment who are granted time off will be paid sick leave benefits for that time period, providing they have sick leave benefits coming under the current Agreement and they provide the Company with a doctor's note.

(C) Employees whose doctors have instructed them not to return to duty due to their physical condition will immediately notify the Dispatcher the same day and no later than within twenty-four (24) hours, as to the length of off-duty time.

(D) When required, for absences in excess of two (2) days, employees must furnish medical evidence of disability or sickness by a licensed healthcare provider.

(E) All employees off due to sick leave will advise the Dispatcher prior to 3:00 p.m. on the day preceding their return to duty.

## **SECTION 29. EMPLOYEE INCENTIVE**

(A) MOTOR COACH OPERATORS:

Any motor coach operator who has no days of absence, no chargeable accidents, chargeable incidents, and no write-ups within a four-month period shall receive \$300.00.

No penalty shall be assessed for bereavement leave, vacations, union business, jury duty, "excused absences," court appearance with verification, or emergencies with verification. "Excused absences" do not include sick leave, leaves-of-absence, workers compensation leave, disability leave, family leave, or suspension days.

Part-time motor coach operators working an assigned bid run or combination of bid runs for the full four months who meet the requirements will be paid \$300.00. All other part-time motor coach operators who meet the requirements will be paid \$150.00.

Such payment shall be paid in a separate check no later than the last payroll period of December, April and August. These incentives will be measured in 3 periods annually:

- a. August - November
- b. December - March

- c. April - July

(B) SHOP EMPLOYEES:

Any employee who has no days of absence in the first quarter shall receive one hundred twenty-five (\$125.00) dollars; the second quarter shall receive one hundred fifty (\$150.00) dollars; the third quarter shall receive one hundred seventy-five (\$175.00) dollars; the fourth quarter shall receive two hundred (\$200.00) dollars; at the end of the calendar year, employees shall be paid two hundred fifty (\$250.00) dollars for perfect attendance.

Such payment shall be paid to the employee in a separate check no later than the last payroll period in the month after the end of each quarter. These incentives will be measured in 4 periods annually:

- a. July - September
- b. October - December
- c. January – March
- d. April - Jun

No penalty shall be assessed for bereavement leave, vacations, union business, jury duty, “excused absences,” court appearance, or emergencies with verification. “Excused absence” does not include sick leave, leaves-of-absence, workers compensation, disability leave, family leave, or suspension days.

If in any quarter an employee is not eligible for the bonus, the employee will start again at the one hundred twenty-five (\$125.00) dollars.

The Company supports voluntary certification by the National Institute for Automotive Service Excellence (ASE). The Company will reimburse technicians for the registration and test fees for ASE Certification Tests which are taken. These include Automotive/Light Truck, Medium/Heavy Duty Truck and School Bus Certifications.

The Company will provide an annual \$1,000 bonus for those that obtain and maintain an ASE Master Technician certification status. This is payable on July 1, each year. If a technician becomes Master Certified in more than one of the Certification groups, i.e. Automotive/Light Truck, Medium/Heavy Duty Truck or School bus, they are eligible to receive an additional \$500 annual bonus. A copy of the technicians’ certificate must be submitted to the General Manager for pay-out. All certificates must be kept current to be eligible payment. Technicians must wear the ASE emblem on their uniform.

**SECTION 30. VACATION**

(A) Neither regular full time employees nor part-time employees shall be entitled to any vacation leave with pay until they have been employed by the Company for at least one (1) year.

(B) All full time employees shall be entitled to an annual vacation in accordance with the following schedule:

Number of years of service	Maximum number of days of vacation
1 to 4 years	12 days
5 to 14 years	18 days
15 to retirement	25 days

(C) Employees shall accumulate vacation beginning the first day of the month following commencement of work.

(D) Vacation pay shall be based only on run pay.

(E) Vacations will be bid Sunday through Saturday according to seniority on the first working day of

November and will end by the 15th of December. Employees who have not yet completed one (1) year of service by December 15 may bid according to seniority for vacation they are entitled to take at their one (1) year anniversary.

(F) Vacation bids will be chosen by seniority preference, with each employee having a maximum of one hour and streamline the sign up by use of proxy bids to select their vacation period from time of notification of their bid. If a driver is unable to be present during their bid, they will leave their proxy bid with a Company Supervisor.

(G) Once an employee has chosen or been assigned a vacation period as provided in this Section, said employee shall not be entitled to change the chosen or assigned period or break up the scheduled period so that part of the vacation may be taken during the chosen or scheduled period and part during another period of time. Except, vacation periods that become permanently open due to retirement, death, quit may be filled by an employee who experiences unforeseen circumstances and need the time off. They may move their existing vacation and that opening vacated by them will not be filled.

(H) All vacation periods shall begin on a Sunday.

(I) All employees will be paid at the hourly rate in effect at the time the vacation is taken.

(J) Employees may split their vacations. Splits will be allowed in the following manner:

Employees entitled to twelve (12) days:

Two (2) five (5) day periods with two (2) personal days; one ten (10) day period with (2) personal days; one twelve (12) day period.

Employees entitled to eighteen (18) days:

Three (3) five (5) day periods with three (3) personal days; one ten (10) day period, one (1) five (5) day period with three (3) personal days; one fifteen (15) day period with three (3) personal days; one eighteen (18) day period.

Employees entitled to twenty-five (25) days:

Five (5) five (5) day periods; four (4) five (5) day periods with 5 personal days; Three (3) five day periods with ten (10) personal days; one (1) ten (10) day period, one (1) five (5) day period with ten (10) personal days; one (1) fifteen (15) day period with one (1) five (5) day period and five (5) personal days; one twenty (20) day period and one (1) five (5) day period.

Employees who desire to use the two (2), three (3,) five (5) or ten (10) personal days may do so by either of the following ways:

1. Employees may bid up to three (3) personal days at the time they bid their vacation, and use the remainder of days upon request by requesting the day or days at least five (5) days but not before thirty (30) days before the day or days requested.

2. Employees who desire to use the two (2), three (3), five (5) or ten (10) personal days may do so by requesting the day or days desired at least five (5) days but not before thirty (30) days before the day or days requested.

All personal days will be granted on a first come first served basis, upon the request be submitted with the date and time stamped on the request slip and the Company will respond in writing and posted to the request within five (5) days upon receipt of said request.

(K) As of 7/1/21, the previous provider shall have paid out all vacation accruals to all collectively bargained employees. As such, those weeks of vacation already paid out may still be taken, but the employee must understand that a duplicate payment will not be made by Transdev. Transdev will begin accruing vacation based on the terms of the contract on 7/1/21 moving forward.

(L) As of 7/1/21, Transdev will accrue 16 hours of sick time for each employee. Transdev will then accrue no additional time for July or August of 2021. Transdev will begin accruing sick time again during the month of September 2021 based on the terms of the contract.

### **SECTION 31. RETIREMENT**

#### **(A) ATU National 401(k) Pension Plan.**

The Company will participate in the ATU National 401(k) Pension Plan (the “Pension Plan”) and Employees may participate in this Pension Plan, pursuant to the terms set forth in this Section and in the Adoption Agreement signed 6/30/21, except as modified by any subsequent written Adoption Agreements signed by both parties. To the extent that any terms of this Section conflict with the terms of the Adoption Agreement, the Adoption Agreement shall govern.

#### **(B) Employee Contributions.**

Voluntary Employee Pre-Tax Savings Contributions: Maximum of 100% of Compensation (after required income and payroll tax withholding), but not to exceed the Pension Plan’s deferral limitations or a minimum of 0.5% of Compensation. The annual deferral limitation is \$19,500, as indexed (participants age 50 or above can elect additional withholdings up to \$6,500 annually).

Roth Contributions: Maximum 100% of Compensation (after required income and payroll tax withholding), but not to exceed the Pension Plan’s deferral limitations or a minimum of 0.5% of Compensation, (not to exceed the lesser of 100% of Compensation or \$19,500, as indexed when combined with Employee Pre-Tax Savings Contributions).

#### **(C) Employer Contributions.**

For employees who participate in the Pension Plan and defer a minimum of 1.25% into the plan, the Employer will contribute 2.5% into the Pension Plan on the employee’s behalf.

#### **(D) Member Eligibility.**

For employees employed by the previous provider prior to July 1, 2021 and subsequently hired by Transdev: Such employees are immediately eligible for participation in the Pension Plan during the first payroll period after the first day of employment.

For all new employees of Transdev: All fulltime and part-time employees who have completed six (6) months of employment are eligible to participate in the Pension Plan.

#### **(E) Retirement Bonus.**

Any employee retiring within twenty (20) or more years of service with the Company, of which at least fifteen (15) years are full-time service, the Company shall pay the employee a five thousand dollar (\$5,000.00) Retirement Bonus. The employee may, if allowed by the Pension Plan and lawful, have the Retirement Bonus deferred into their individual account in the Pension Plan.

NEW ADOPTION AGREEMENT PROVIDED TO BOTH PARTIES.



### **SECTION 32. HEALTH AND WELFARE**

The Company agrees to offer Healthcare benefits to eligible employees following ninety (90) days of employment. The parties agree that at any time during the term of this Agreement, The Company has the right to modify, amend, add to, reduce and make changes to the health insurance coverage provided to employees, based on agreement with the union.

The Company's contributions to health coverage are as follows:

A. For employee only:

The company will pay 100% of the monthly premium for the employee.

1. For employees covering eligible dependents, the Company will pay 75% of the cost of coverage for the tier elected (Employee + Spouse, Employee + Child(ren), Employee + Family).

2. Part time operator can get medical coverage with the Company paying 75% of the premium. The part time operator will only get coverage after the 90 day probationary period is complete.

Any Union full time employee wishing to receive a cash payment in lieu of coverage under the Company's health plan shall collect the amount of \$220.00 per month during the life of this Agreement. Employee must provide proof of other group health coverage (provided through another employer - ex. spouse).

All part time motor coach operators who have worked the same bid run for thirty (30) days or more shall be entitled to Health and Welfare benefits after 30 days for the employee only with the option to receive the cash payment. Once enrolled in the Health and Welfare, employee will pay for the premiums when they are not on the same bid run.

VISION CARE - The Company will pay 100% of the premium for full time employees, which does not include deductible and co-pay.

### **SECTION 33. DENTAL PLAN**

The Company will provide for only regular full time employees and their dependents the opportunity to elect coverage under a Dental Plan.

The Company will pay 100% of the premium for employee only coverage, Employee plus Spouse or Child(ren) rate offset will be \$80, and Employee plus family rate offset will be \$100.

### **SECTION 34. WAGES IN MAINTENANCE DEPARTMENT**

TITLE	7/1/2020	7/1/2021	7/1/2022	7/1/2023
	4.00%	4.50%	3.00%	3.00%
Service Employee	\$20.00	\$20.90	\$21.53	\$22.17
Adv Service Employee	\$24.19	\$25.28	\$26.04	\$26.82
Entry Level Mechanic	\$28.64	\$29.93	\$30.83	\$31.75
Mechanic Adv Level	\$31.34	\$32.75	\$33.73	\$34.74

The Company will provide a \$150.00 tool allowance for each Advanced Service employee. The Company will provide a \$250.00 tool allowance for each Entry Level Mechanic.

The Company will provide a \$300.00 tool allowance for each Mechanic Advanced Level.

Tool allowances are to be paid twice a year on June 30 and December 31 of each year for the life of this Agreement.

In the event wage rates for Advanced Service Employees, Entry Level Mechanics, and/or Mechanics Advanced Level need to be increased to comply with the California minimum wage, Mechanic Advanced Level wage rates shall be 9.4% above Entry Level Mechanic wage rates and Entry Level Mechanic wage rates shall be 19.85% above Advanced Services Employee wage rates.

### **SECTION 35. WAGES FOR MOTOR COACH OPERATORS.**

TITLE	7/1/2020	7/1/2021	7/1/2022	7/1/2023
	4.00%	4.50%	3.00%	3.00%
<u>TRAINEE/STEP 1 (0-6 MONTHS)</u>	\$19.34	\$20.21	\$20.82	\$21.44
STEP 2 (6-12 MONTHS)	\$21.16	\$22.11	\$22.78	\$23.46
STEP 3 (12-24 MONTHS)	\$22.35	\$23.36	\$24.06	\$24.78
STEP 4 (AFTER 24 MONTHS)	\$25.83	\$26.99	\$27.80	\$28.64

An employee who is breaking in a trainee shall receive an additional five percent (5%) per hour over his/her regular wage while performing this duty. Prospective drivers riding on buses to learn routes shall not be considered trainee motor coach operators.

Trainees driving buses to learn routes are not Students. After completion of eight (8) weeks of service as a Student excluding absences, the employee shall earn the Trainee/Step 1 rate of pay.

### **SECTION 36. HOURS AND OVERTIME**

(A) The straight time work week for employees shall not be more that forty (40) hours to be performed within five (5) days to be worked between Sunday and Saturday, both inclusive. A straight time work day shall consist of not more than eight (8) hours exclusive of meal periods.

(B) All employees covered by this Agreement shall receive time and one-half for all work or time on duty as follows:

1. In excess of eight (8) hours in any one day, not including operators working 4/10s.
2. In excess of forty (40) hours in any one week, including operators working 4/10s.
3. On their regular days off.

4. In the event that bid run time in a regular run is changed, the bid pay time in the run will be paid at overtime rate, unless the Company provides the driver involved, with a forty-eight (48) hour notice of said change.

(C) Employees will have the option as to whether or not he/she will accept and perform any extra work outside of their regular bid assignment.

(D) For pay purposes of straight time worked, employees will be paid for actual time worked.

(E) For pay purposes of overtime worked, such pay shall be only for the actual overtime worked, as per Section (A) of this Section.

(F) The Company shall maintain and post a list of employees who volunteer to work on their days off, and shall exhaust said list before calling other employees to work on their days off. This shall apply for every bid cycle. Operators that refuse the extra work on their days off when called on three consecutive occasions shall be removed from the day-off work list for the remainder of the bid cycle. Operators may, the work day prior to their days off, notify in writing the Company that for a particular day off they are unavailable for personal reasons. In those cases when the Company cannot provide 60 minutes notice, said extra work shall then be filled by any available Operator. Routinely, the Company shall fill and notice day off work requirements by the work day before. Operators may indicate the minimum number of hours they are willing to work.

(G) Any employee taking off after the start of his or her run for personal reason will only be paid for the actual time worked.

(H) Any employee who is called to work whether or not they work, or any employee who is called back to work after completing his/her scheduled day of work, and has left any company facility without being notified of additional work shall be guaranteed a minimum of 2 hours pay at the applicable rate.

When the Company adds new equipment to an employee's assigned job function and the Company determines it is necessary to train the employee on that equipment, the employee will be paid their appropriate rate for time spent in such training. Employees are subject to mandatory Safety Meetings and the Meetings will be scheduled for not less than two (2) hours. VTT training will be made a component of these meetings.

(H) Overtime - All things being equal, overtime work will be distributed as equally as possible.

### **SECTION 37. PRE-TRIP/ACCIDENT REPORTS**

(A) For pay purposes of pre-trip inspections, fifteen (15) minutes will be paid as designated on the run sheets.

(B) For pay purposes, the following will be paid for post-trip inspections:

1. For runs that have a report time at the facility: 3 minutes.
2. For runs that do not have any report time at the facility: 5 minutes.

(C) For pay purposes a maximum of fifteen (15) minutes will be paid for accident reports completed off Company premises. For reports completed on Company premises employees will be paid a minimum of thirty (30) minutes or actual time spent completing the report. When it is necessary for an employee to report to the Company to fill out an accident report they shall be paid travel time from the point of relief.

### **SECTION 38. LOSS OF WORK**

When an employee incurs loss of work resulting solely by reason of error on the part of the Company, the employee will be reimbursed for pay actually lost by reason thereof.

### **SECTION 39. DESCRIPTION OF RUNS.**

To facilitate the operation of the provisions of this Agreement, all motor coach operators will be supplied

with a description of each run and assignment and will be promptly advised of any change. Each assignment will be designated by number and its description will include all details in connection therewith.

#### **SECTION 40. SPECIALS**

The Union recognizes that good and efficient service requires the use of some specials. However, the Company agrees that such use will be confined to as few as the service requires.

#### **SECTION 41. BIDDING OF ASSIGNMENTS**

##### **Full Time and Part Time Operator Bids / Sign Ups**

(A) Bidding will be held in March, July and November (3 times per year) and the runs will take effect on the first Sunday of April, August and December, but through mutual agreement the parties may shift a pick/bid by up to four weeks. The bidding of runs will take place on three consecutive days mutually agreed upon by both the Company and the Union. The complete detailed run guides and complete run sheets shall be put out no less than five (5) working days before the start of the bidding process. Any additional bid required by paragraph (F) of this section will be held on three consecutive days mutually agreed upon by the Union and the Company, and the runs will take effect on the second Sunday after the completion of the bidding of runs.

(B) The first day of bids will start with the top 1/3 seniority drivers, the second bid day will be the next 1/3 eligible bid drivers and the last bid day will be the remaining 1/3 eligible bid drivers.

(C) All bids will be submitted to the Company on the proper form supplied by the Company. Bids must be submitted by 12 noon on the day of your bid and the bids will be posted by 2:00 p.m. the same day. The remaining runs will be posted.

(D) Run pick bidding will be conducted in accordance with the procedure allowing each driver to indicate a selection of bids in an amount up to and including his/her number on the seniority roster for the night that he/she will bid. Once an operator selects a run bid he/she shall remain on the selected run for the remainder of the bid, except in case of emergency. For purposes of this section, an "emergency" is a rare occurrence when a natural disaster, a police presence, a special event, or unanticipated road work require either additional work or an alteration in the regular runs. Regular incidences of short staffing do not constitute an emergency. Notwithstanding the foregoing, an operator, at his/her option, may agree with the Company's request that he/she drive an alternate run in a non-emergency situation.

(E) An employee during a period of disability leave will be allowed to submit a bid for the first regular bid cycle.

(F) An additional bid will be held if any one of the following changes occur to any run after the initial bid process is completed:

1. Pay hours are increased or decreased by thirty (30) minutes or more
2. Start or Ending time is changed by thirty (30) minutes or more
3. Change in route
4. Service additions) or reduction(s)

Additional bids required by (F) will start with the number one driver and terminate with the last affected driver.

(G) The operator who bid on a run shall suffer no loss of pay due to any change in his/her bid run for the duration of the bid cycle.

(H) An additional bid may be held by mutual agreement by the Company and the Union.

(I) For those operators not present at their designated time to bid, or have not submitted a bid proxy, an authorized Union representative shall bid on their behalf.

(J) The Company agrees to recognize a Drivers' Committee comprised of up to four (4) Union representatives and/or Union officials, all of whom will be appointed by the Union President. The Drivers' Committee will meet with up to four (4) representatives of the Company within one (1) week of the Company's receipt of the blocking from SolTrans for regular bids and as soon as practicable upon the Company's receipt of the blocking from SolTrans for emergency changes to bids. The Company and the Drivers' Committee may schedule further meetings as necessary to finalize the run cut. The purpose of the Drivers' Committee is to address Operators concerns in a cooperative manner, provide a means for Operators to provide input and suggestions for more efficient operations of the system; and/or raise any other issues of interest or concern from the Operators. The Company and the Union further commit to utilize these meetings to create as many full-time runs as possible, to make as many full-time runs at least forty-hours per week as possible, and to minimize the amount of spread time for part-time runs as much as possible, dependent on client workload and operational needs. This committee will complete the review in no more than 48 hours and the company will pay for the employee's time, up to 48 hours per pick every 4 months.

#### Maintenance Bids / Sign Ups

Maintenance shift bids will be conducted two times per year in the first week of November and the first week of May at a mutually agreed to date and time. The Union will be furnished prior to the Sign Up a copy of bid shifts. Employees will bid their shifts and days off in date of hire classification seniority order. The effective date of the bid shall be the first Sunday of the month following each respective bid, unless the Company and the Union agree to another date.

The Company will maintain and post prior to each Sign Up a seniority list which shall show the ranking within classification and the time to report to choose their shift. The authorized Union representative shall bid for employees who do not appear nor leave a proxy for bidding.

#### **SECTION 42. DISCIPLINE AND DISCHARGE**

(A) No employee will be disciplined, discharged, suspended, nor will adverse entries be made in their personnel record except for just and sufficient cause.

(B) The Company will notify the employee and the Union Representative in writing within ten (10) business days from the date of knowledge of the occurrence forming the basis for the discipline or discharge. No employee will be disciplined, discharged, or suspended unless the employee is furnished a copy of the precise and complete charge against them, with a copy to the Union Representative and the Union Headquarters within ten (10) business days. Such written statement will be hand delivered to the employee by the Company with a receipt.

(C) Non-Formal Procedure: The Company and the Union are encouraged to discuss disciplinary/contract claim issues informally as soon as possible prior to a formal grievance processing with the intent of resolving issues at the lowest possible level in an expedient manner.

(D) A grievance, together with the grievance and arbitration procedures set forth below, shall be the sole and exclusive means for the Union and the bargaining unit members to seek to remedy any alleged violation of this Agreement by the Employer.

Claim/Grievance processing shall be as follows:

STEP 1: The aggrieved employee(s) must through their Union representative present the grievance in writing to the Operations Manager within fifteen (15) business days of the time the employee(s) received the disciplinary notice or the Union knew or reasonably should have known of the event or condition giving rise to the grievance. If a satisfactory settlement is not reached with the Operations Manager within ten (10)

business days the Shop Steward or alternate shall submit the grievance in writing to the Union's Business Agent or designee.

STEP 2: The Union's Business Agent or designee shall then request in writing a formal meeting with the General Manager or her/his designee within ten (10) business days of the Company's unsatisfactory response in Step 1. A decision must be given to the Union Business representative within ten (10) business days of said meeting or the grievance moves to the next step.

Upon mutual agreement the parties may request the FMCS to appoint a mediator prior to the Step 3 Arbitration. The FMCS mediator may issue a non-binding decision.

STEP 3 Arbitration: Should the matter not be resolved in a manner satisfactory to the Union or the Company in Step 2, the Union or the Company may request a Step 3, Arbitration, as outlined in Section 43 below.

Any grievance, controversy, or dispute of claim arising under this Agreement and not submitted according to the foregoing procedure shall be foreclosed for all contractual purposes.

(F) At any hearing, the employee and the Union Representative will be allowed to question all witnesses, and be allowed to read all papers and documents pertaining to the charges. Information requests will be acknowledged and responded to in a timely manner.

(G) Saturdays, Sundays and holidays shall be excluded in the calculation of the time limits provided in this Article 42 and Article 43 (Arbitration).

(H) following guidelines will be used for suspension and dismissals during a twelve (12) month period, except for safety infractions:

FIRST OFFENSE	WRITTEN WARNING
SECOND OFFENSE	ONE (1) DAY SUSPENSION – UNPAID
THIRD OFFENSE	TWO (2) DAY SUSPENSION – UNPAID
FOURTH OFFENSE	THREE (3) DAY SUSPENSION – UNPAID
FIFTH OFFENSE	CITED FOR DISMISSAL

Disciplinary action charged on the personal record of an employee shall not be used against an employee after a period of one (1) year from date of the offense, except for safety infractions (which will remain for a period of eighteen (18) months), and shall be expunged from the employee's records. All disciplinary action that refers to safety matters shall remain in said employee's file.

If an employee has been suspended and on the suspension date is off on disability, sick leave or vacation, the suspension day or days will be rescheduled when the employee returns to work.

Disciplinary action for safety related infractions will follow the company defined policies based on the Safety Policies and Procedures and the Employee Handbook. **(Operators after having had 3 accidents in an 18 month period per the language in the Transdev Safety Policies and Procedures, will be given consideration of last chance agreement, if one of the 3 accidents were minor in nature (mirror tap, tire curbing). Safety infraction discipline will be imposed separately from non-safety related discipline.**

The parties will create an Accident Review Board (ARB), and Accident Review Board policy during the first 90 days of the contract. The Accident Review Board will be made up of 2 union members (appointed by the union leadership), 2 management personnel, and a local police officer. All members will receive accident review board training. The goal of the ARB is to review the preventability determination of any accident, requested for review by the employee involved or the union.

(H.b.) Customarily, the Company will not suspend or remove from service any employee until the completion of an investigation, the discipline is prescribed, and the exhaustion of Step 1 and Step 2 of the

grievance procedure. However, the Company may immediately suspend an employee from active service for serious offenses and place the employee on administrative leave until investigation is complete. Serious offenses include intoxication or use of drugs or alcohol while on duty, dishonesty, insubordination, or serious chargeable accident. Any Union employee exonerated of such charges shall be compensated for all lost wages, medical benefits, and seniority as a result from being removed from service. Employees suspended from work pending drug/alcohol test results will be paid until the results are known.

(I) In cases of discharge or suspension, adverse notations on an employee's record more than one (1) year old as of the date of the incident under investigation, will not be taken into consideration or be admissible as evidence.

(J) Discipline about complaints to the Company from passengers that are found to be valid, about Union employees, shall be expunged from the employee's record after six (6) months from the date of complaint.

(K) Employees shall have the right to Union representation at any investigatory interview or any other interview that the Company conducts with bargaining unit employees.

(L) Any of the above time limits in the grievance and arbitration procedures may be waived or extended by mutual agreement of the parties in writing.

### **SECTION 43. ARBITRATION**

(A) Any grievance, dispute or controversy, arising under this Agreement, may be submitted to Arbitration after the completion or mutually agreed waiver of the Step Two Formal Meeting.

#### **STEP 3 Arbitration:**

Arbitration shall be conducted by a neutral Arbitrator selected by the parties as indicated below.

(B) Within ten (10) business days of the Union's determination that the matter cannot be resolved by the Step 2 Formal Meeting decision and the parties do not agree to use mediation, the Union will submit the matter to Arbitration by giving written notice to the General Manager of its demand for Arbitration, setting forth the matter or matters to be arbitrated.

(C) The parties shall select the neutral arbitrator from a list of seven arbitrators listed below by the toss of a coin and the alternate strike method until one arbitrator remains.

The Arbitrators shall be struck from a panel provided by the FMCS for each arbitration list consisting of Alexander Cohn, Luella Nelson, Fred Butler, Doug Collins, Barry Winograd, John Kagel and Morris Davis. The selection of the arbitrator shall be made within 30 days of the receipt of the request for arbitration.

(D) The Arbitration shall be held by the neutral Arbitrator at a time mutually agreeable to all parties: if the parties are unable to agree, the Arbitrator shall select the date and time.

(E) The expense of the neutral Arbitrator shall be borne equally by the parties.

(F) The written award of the Arbitrator shall be final and binding on the employee, Union and Company. Arbitrators' awards shall not be subject to judicial review by a court on behalf of any party, except to confirm and enforce the Award. The Collective Bargaining Agreement shall be a submission agreement. The neutral Arbitrator shall not have the authority or jurisdiction to add to, detract from, alter, modify, or otherwise amend in any way any provision of this Agreement. The Arbitrator shall hold a hearing and receive evidence and arguments on the issues submitted to her/him. Arbitration shall be limited to the issues specifically set forth in the written grievance or notice of discipline or discharge which have not been resolved in the previous steps of the grievance process. The parties may by mutual agreement combine grievances pending arbitration.

(G) Expedited Arbitration: Expedited arbitrations will be used in all suspension cases involving three (3) days or less; attendance cases involving suspension or discharge; and in cases involving pay claims. Any other cases may be heard by this process if mutually agreed to by the parties. The following procedures shall apply in all expedited arbitrations:

1. Neither party may be represented by an attorney.
2. Evidence will be presented by the Company and the Union advocates, and the parties will make every effort to stipulate to the relevant facts.
3. It is the intent of the parties that the neutral Arbitrator will render a bench decision, and render a written summary of the decision in writing within five (5) calendar days after the conclusion of the hearing.
4. The Arbitrator's award shall be final and binding upon the parties. The award and summary shall not serve as a precedent and may not be cited or relied upon by either party in any other expedited or regular arbitration.
5. The parties will select one (1) arbitrator to serve as the primary neutral arbitrator in all expedited cases. That person shall set aside one (1) day every other month to hear as many expedited arbitrations as possible. The parties and the arbitrator may also agree on other dates in any month to hear additional cases,
6. The parties will also select a back-up neutral arbitrator who will hear expedited cases only if the primary arbitrator is unavailable.
7. For a one-year period following the effective date of this Agreement the Company and the Union have agreed to the following panel:
  - a. John Kagal
  - b. If John Kagal is no available, a panel will be requested for FMCS, and the parties will strike the panel.
  - c. Fred Butler (Primary Arbitrator)
  - d. Barry Winograd (Back-up Arbitrator)
8. Either party may permanently strike the primary arbitrator after the one-year period following the effective date of the Agreement. If that is done, the back-up arbitrator will become the primary arbitrator, and a new back-up arbitrator will be mutually selected by the parties. If the back-up arbitrator does not wish to become the primary arbitrator, the parties will mutually select a new primary arbitrator.
9. In the event the parties cannot mutually agree upon the selection of a primary or back-up arbitrator, they shall request a list of seven (7) names from the Federal Mediation and Conciliation Service. The parties shall flip a coin to decide 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 that person is not willing to serve as arbitrator, the parties will request another list(s) and follow the above procedure until an arbitrator is selected.
10. All costs related to Expedited Arbitration shall be evenly split between the parties.

#### **SECTION 44. TEMPORARY / PERMANENT PROMOTION TO SUPERVISORY CAPACITY OF BARGAINING UNIT EMPLOYEES**

(A) It is hereby agreed between the parties that the Company may at its discretion elect bargaining unit employees to serve on a temporary basis in a supervisory capacity without being classified as a supervisor. Such employee shall perform the duties assigned to such employee by management. During such temporary assignments such duties shall not include the right to hire, fire, suspend, discipline or demote bargaining



unit employees. All temporary positions will be posted, including job description and qualifications, pay, etc., and all employees shall have a right to apply for such positions.

(B) While serving in such temporary supervisory position, the bargaining unit employee involved will accumulate seniority in the classification in which said employee was working immediately prior to being selected as a temporary supervisory employee. The Company will notify the Union of temporary supervisory personnel and continue union dues. Bargaining unit employees may temporarily serve in supervisory positions for up to 90 days.

(C) Union Stewards and Co-Stewards shall not be allowed to serve as a temporary supervisory employee while serving as Union Steward or Co-Steward with the Union.

(D) Bargaining unit employees serving as temporary supervisory employees shall be paid forty-five (45) cents per hour, based on an eight (8) hour day, over and above the Straight time hourly rate paid to such employee immediately prior to being selected as a temporary supervisory employee.

(E) When a bargaining unit employee is appointed to and accepts a permanent non-bargaining unit position and the employee subsequently returns to his /her former position within ninety (90) days after his/her appointment, he / she shall be returned to his / her former position with seniority. All positions vacated as a result of the original appointment will be filled behind. The right to return with seniority in the Union shall apply once for each employee.

(F) When an employee is temporarily transferred to a higher paid classification, they shall receive the rate of pay for that higher classification for all hours worked in that classification. If an employee is temporarily transferred to a lower classification they shall continue to be paid their regular rate of pay.

(G) During any temporary or permanent assignment to a non-bargaining unit position, the employee shall terminate his/her bidding rights and shall not participate in any bidding/sign up. Upon returning to the bargaining unit from a temporary assignment or within ninety (90) days from a permanent assignment, the employee shall be placed on the Board until the next bid / sign-up.

#### **SECTION 45. UNIFORMS**

(A) The following uniforms shall be supplied without charge to the maintenance employees and motor coach operators:

1. Shop Employees:

Mechanics: Eleven (11) sets of pants/shirts and eleven (11) coveralls. Utility Workers: Eleven (11) sets of pants/shirts and six (6) coveralls. Cleaning to be paid by the Company at the cleaners specified by the Company. Employees will get a maintenance jacket Upon ratification, each maintenance employee will be issued a pair of rain boots and a rain coat each to be replaced as needed determined by the Company. Maintenance employees will receive on an annual basis a \$125 dollar safety shoe voucher to be used towards the purchase of safety OSHA approved shoes.

2. Motor Coach Operators:

The Company will provide uniforms trousers (8) and shirts (8) annually.

(B) Employees shall immediately deliver to the Company upon termination of employment for any reason, all uniforms furnished under the terms of this section.

(C) Operators may choose a Company issued jacket to be provided by the Company and replaced as determined by the Company. The jacket will be worn while employee is on duty.

(D) Company issued hats will be paid for by the Company.

## **SECTION 46. LEAVES-OF-ABSENCE**

(A) Employees may be granted leaves-of-absence of thirty (30) days or more without loss of seniority, limited to a maximum of three (3) months or for a longer period by mutual agreement, provided that employees make written application to the Company for such leaves-of-absence, stating all reasons for which the same is desired. Any member of the Union who holds office, or shall be elected to any office in the Union which requires his/her absence from the Company, shall upon retirement from said office, be placed in his/her former position with full accumulated seniority and rate of pay.

Upon receipt of a written, dated and signed request from an employee for leaves-of-absence placed in a box provided for that purpose in the Dispatcher's Office, Management personnel in charge shall grant or deny the request, photocopy the same and either personally deliver the response or deposit in the employee's mail slot.

(B) Days off without pay may be granted or denied upon request as long as drivers are available, slips must be submitted at least five (5) days but not more than thirty (30) days prior to the day the driver wants off, if not submitted within at least five (5) days prior to the day requested off, the day may be denied. In case of an emergency the five (5) day waiting period will be waived. If more than one driver requests the same day, the driver that requested the day off the earliest should be granted. Notification of the reason for denial shall be in writing and/or approval should be posted the next calendar day.

Employees, who requested a leave for any number of days and were denied but take leave, may be required to furnish documentation of illness or emergency. Request by the Company for documentation shall be made at the time of call in. Failure to provide requested documentation will result in disciplinary action and denial of pay.

(C) Any Union employee who is off for five (5) days or more without pay must submit a leave-of-absence request, except those off due to workers comp or state disability. Any absence more than five (5) days must be approved by the Company in writing. Any employee who fails to have Company approval shall be considered absent without leave and may be dismissed.

(D) Any Union employee during a leave-of-absence or disability leave will be allowed to submit a bid only for the first regular bid cycle.

(E) Any Union employee on an unpaid leave-of-absence, workers comp, state disability, unpaid sick leave of thirty (30) days or more may continue their medical/dental coverage by pre-paying all premiums by the fifth (5th) day of the month of coverage until they return to their full time employment.

The Company will provide information on the amount. Failure to pay any premium by the fifth (5th) day will terminate coverage.

(F) Any Union employee on a leave-of-absence will not receive pro-rated sick leave or vacation.

(G) Any Union employee on a leave-of-absence will not receive holiday pay.

(H) Upon request, Shop Stewards will be allowed time off at the Union's expense to conduct Union business. This will allow Shop Stewards to be available to handle grievances and other employee related issues that may arise. A Shop Steward or other Union representative shall be present, whenever employees are counseled or disciplined, or during any investigatory interview or any other interview that the Company conducts with employees.

With at least forty eight (48) hours notice, prior to the five (5) PM board posting, the Company shall grant ATU Officers and Stewards at least six days per month time off at the Union's expense to conduct Union Business. Such requests shall be given priority over any other request for time off.

## **SECTION 47. OFFICERS AND COMMITTEES**

(A) The Union agrees to notify the Company in writing of the duly accredited representatives and committees representing the Union, immediately upon their election or appointment to such offices.

(B) Any Official Committee meeting called by the Company shall be paid at the hourly rate of pay.

## **SECTION 48. MILITARY SERVICE**

The Company will comply with all State and Federal Laws pertaining to military leave.

## **SECTION 49. BULLETIN BOARDS**

The Company will provide the Union with a bulletin board. The Union shall have the right to post on the bulletin board notices and meetings (regular, special or social) and bulletins of general, civic, or patriotic interest of the employees at the facilities covered by this Agreement. Any notice posted by the Union or on its behalf shall not be derogatory, offensive, or injurious to the employer's interest or its customer, and shall be signed by an authorized representative of the Union.

## **SECTION 50. REDUCTION OF ROUTES**

(A) The Company shall have the sole right to reduce the scheduled number of routes as well as service on all routes.

(B) If either or both routes and service are reduced, employees shall be laid off in reverse order of their seniority. Upon the request of the Union, the Company shall bargain over the effects of any reduction of routes.

## **SECTION 51. REDUCTION OF FORCES**

(A) When forces are reduced, employees shall be laid off in reverse order of their seniority and will automatically be placed on a waiting list.

(B) Employees laid off in full force reductions shall be taken off the waiting list and returned to regular service as vacancies occur, or as forces are increased. Employees must file their names and addresses with the Company's Supervisors when laid off, and advise him/her promptly of any change in address. After notification at the last known address to report for work, the Employee will return to work as quickly as possible, but in no case later than ten (10) days after the date of signed receipt of the notice. Failure to respond within this time period will result in removal of the Employee's name from the roster. Upon the request of the Union, the Company shall bargain over the effects of any reduction of forces.

## **SECTION 52. NOTIFICATION OF AGREEMENT**

(A) Transdev shall inform each new employee at the time of his or her employment of the existence of this Agreement, and refer the employee to the ATU Local 192 representative.

(B) ATU Local 192 shall have, at its option, a minimum of fifteen (15) minutes, but not to exceed a maximum of sixty (60) minutes, of instruction time during each training cycle of new employees, for the purpose of orientation.

## **SECTION 53. LOSS OF EMPLOYEE PROPERTY**

The loss of any employee's property resulting from hold-up, robbery, accident, violence, or riot, or theft of property while on duty which loss is substantiated by a police report shall be reimbursed by the Company. Such reimbursement shall be paid upon submission of a merchant's or vendor's receipt identifying the property replaced. Reimbursement shall be limited to replacement of a watch (not to exceed \$50.00),

prescription eyeglasses (not to exceed \$200.00), operator's license and any required endorsements. National Express will, not reimburse the loss of an employee's personal property other than a watch, prescription eyeglasses, operator's license and any required endorsements.

## **SECTION 54. SAFETY**

The Company, its employees and the Union agree to abide by all local, city, state, and federal safety rules, regulations and laws. Any failure to abide may be made the subject of a grievance under the Agreement. Unsafe conditions of work should be immediately brought to the attention of responsible Company officials. The parties are encouraged to handle safety issues in house prior to resorting to regulatory authorities.

The Company will maintain, provide and furnish safeguards, devices and procedures to promote a safe working environment. Devices will include face shields or goggles, respirators, and gloves as needed for specific tasks for safety purposes.

The Company has a duty to maintain a safe work environment for all employees. In order to do so, the Company shall take seriously and investigate all complaints from employees regarding violent, threatening and disruptive passengers.

The parties shall establish a Joint Labor Management Committee (JLMC) of up to four (4) Company representatives and up to four (4) Union representatives. The purpose of this JLMC is to develop and implement skills training and career development for maintenance employees covered by this Agreement.

The JLMC shall have its first meeting within sixty (60) days of ratification of this Agreement. The JLMC shall develop the criteria, curricula, and assessments for training and certifying maintenance employees in electronics, zero emissions, and skill gaps, with a goal of starting the training within six (6) months of their first meeting. The JLMC shall also work cooperatively to develop opportunities for upward mobility/career progression for maintenance employees. The JLMC shall also investigate and apply for funding for these training and career development programs.

On of the duties of the JLMC will be to ensure that Union represented maintenance employees are trained and certified to maintain, repair, and service the current and future fleet of Company vehicles, including electronic and zero emission skills.

If there is a verifiable assault against an employee who is on duty, the Company shall immediately refer the employee to the Company's Employee Assistance Program (EAP) for confidential trauma debriefing and therapy. The Company shall pay the employee for time missed on the date of the assault. The employee has the right to request a personal leave of absences, use available sick time and/or vacation time to cover any additional time off, as required by the Company's EAP doctor.

## **SECTION 55. ATTENDANCE POLICY**

You are important to the overall success of our operation and an important factor in our total team effort. Maintaining a good attendance record is vital towards our success. An unexpected absence or tardiness can impact our ability to provide on-time transportation service to our customers.

To facilitate quality service through the regular attendance of employees, this attendance policy has been established.

Definitions:

Tardy/Late – for the purpose of tracking lateness – Lateness will be tracked in four categories. The first will be for being late 1 to 7 minutes (1/2 pt), the second for being late 8 to 20 (1 pt), third for being late 21 to 30 minutes (2 pts), and 4<sup>th</sup> for being late 31 minutes or more (3 pts). **Tardy/Late between 1 and 7**

**minutes will be waived if the operator pulls out their run on-time.**

Absence is one or more days in a row missed due to a non-work related illness or injury where the employee has not notified the Company at least 90 minutes before the employees' start time.

Late Call is a failure to call or report more than 90 minutes after the employees' start time.

No Call/No Show is an absence where by the employee fails to report for work and/or fails to notify the General Manager or designated person after 180 minutes of their start time.

**Employee Responsibility**

Employees must notify the General Manager or designated person if they are not going to be on time, or if they are going to be absent. Such report must be at least ninety (90) minutes before their scheduled start time in order to allow for a replacement employee to cover their shift.

If an employee is off sick more than two (2) days, management reserves the right to require employees to verify time off from a physician or Nurse Practitioner before returning to work. If the employee is off work more than two (2) days, the employee must contact the Company by 3:00 PM on the second day of the continued absence of their return. When returning to work from the sick list, they must notify the General Manager or designated person by 3:00 PM the day before they are to return to work.

Any event of three (3) consecutive days of No Call/No Show will be considered job abandonment and a voluntary quit.

**Failure to complete entire shift**

Failure to complete the work shift assigned will result in an absence, unless the failure is documented (**sick child, family emergency**).

**Attendance Point System**

Attendance will be tracked using a "floating point system." Each employee will be allowed up to a total of eight (8) points during any floating three (3) month period, or twenty (20) points per floating twelve (12) month period.

An employee will be discharged if they exceed more than 8 points during any floating three (3) month period or twenty (20) points during any floating twelve (12) month period.

**Schedule of Points**

Late - 1 minute to 7 minutes	1/2 point
Late – 8 to 20 minutes	1 point
Late – 21 to 30 minutes	2 points
Late – 31 minutes or more	3 point
Failure to complete shift	2 points
Late Call/Absence with sick leave	1 point
Late Call/Absence without sick leave	2 points
Proper Call/Absence with sick leave	0 points
Proper Call/Absence without sick leave	2 points
No Call/No Show	4 points

Regular attendance is a vital factor in each employee's job performance and is weighed heavily at evaluation time. Excessive absenteeism may result in a lower performance rating and may lead to discipline, up to and including termination.

#### Disciplinary Notice Requirements

Employees will be issued written notices indicating their attendance point status for Attendance Policy infractions within ten (10) business days when the employee reaches four (4) points or greater in the floating three (3) month period and at twelve (12) points or greater in a floating twelve (12) month period. All notices will have all the applicable dates and points of the employee's record for that period. The Company and the Union will follow the disciplinary and discharge steps in sections 42 and 43 of the Collective Bargaining Agreement. AH employees will be counseled and made aware of consequences of further points and given a copy of the Attendance Policy point system. Employees who believe the written documentation indicating their attendance point status is incorrect may file an appeal within ten (10) days of written notice.

#### Other Rules

Any absence or occurrence due to unusual or extraordinary circumstances and the employee believes the absence or occurrence was beyond their control may within five (5) days request that the absence be excused.

In deciding whether to excuse the absence or occurrence the General Manager or designated person shall review the circumstances presented by the employee in light of the purposes of this Attendance Policy which is to prevent excessive absenteeism but not to discipline employees who regularly come to work, shall act fairly and impartially in deciding whether to excuse an absence.

Points will not be given for work related illness or injuries, approved leave of absence, previously scheduled time off recognized holidays, military leave, suspensions, Union business, jury duty, or approved schedule changes. Points will not be given where an employee has a proper call in and enough sick leave accrued to cover the absence.

Any employee who does not accrue any points in a rolling three (3) month period will lose the oldest attendance event.

In the case of an employee who receives a tardiness of 31 minutes or more, the Company will decide whether the employee is allowed to work.

Additionally, any tardy that occurs on a day that the General Manager or designated person declares a weather or traffic emergency will not be counted as an occurrence.

#### **SECTION 56. ASSIGNABILITY**

This Agreement shall be binding upon the successors and assignees of the parties and no provision, terms or obligations shall be affected, modified, altered or changed by the consolidation, merger, sale, transfer or assignment of either party. This Agreement shall not be affected, modified, altered or changed by a change in ownership or management of either party.

This does not include the condition of the Company changing from a private to a public Company.

#### **SECTION 57. FULL AND COMPLETE AGREEMENT**

During the negotiations resulting in this Agreement, the Company and Union had the unlimited right and opportunity to make demands and proposals in regards to the terms and conditions of employment for

employees represented by the Union. This Agreement comprises the total and entire agreement between the Union and Company pertaining to wages, rate of pay, hours of employment, and other terms and conditions of employment with respect to employees covered by this Agreement. Therefore, during the life of this Agreement, neither party shall have the right to require the other to enter into any negotiations on issues and items found in the current Agreement and issues and items that were discussed but did not result in terms within the Agreement.

Any changes to this Agreement by addition, waiver, deletion, amendment, or modification must be in writing and signed by the Union President for the Local and General Manager for the Company. Any issues and items that affect the terms and conditions of employment of employees covered by this Agreement and not discussed or a part of the negotiations that resulted in this Agreement may be made the subject of the grievance and arbitration process.

## **SECTION 58. MUTUAL RIGHTS and RESPONSIBILITIES**

(A) The Union and Management agree that both have obligations and responsibilities to see that the objective of The Company in providing the public with an efficient transit system is attained. Management has the duty to execute the traditional responsibilities of Management to attain this goal and the Union recognizes the Management responsibilities. Management in turn recognizes its responsibility to treat employees fairly and equitably. These Management responsibilities include, but are not limited to:

1. To determine the number of employees to be employed.
2. To hire employees, promote and determine their qualifications.
3. To determine the methods, means, and facilities by which operations are conducted.
4. To close down, or relocate the Company's operation. The right to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.
5. To introduce new or improved machines, tools, equipment, property, research, service, maintenance methods, training programs, and materials used to increase efficiency.

(B) Technology Rights. The Company may employ existing and new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the drivers and the motoring, cycling or pedestrian public. The intent of this Section is not punitive, but intended for corrective action, coaching, and counseling. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. 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 practicable after the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company agrees not to utilize any technology described herein for purposes of surveillance or in a discriminatory manner in any way. The Company shall meet with the Union before implementation of new technology in order to explain and clarify the use and effects of said technology. The Company shall fully explain any new technology -and fully train the affected employees before the implementation of said technology as described in this Section. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

## **SECTION 59. DRUG & ALCOHOL POLICY**

Drug and Alcohol Policy and Employee Assistance Program

- A. The parties have elected to adopt the Federal Drug and Alcohol Substance Abuse Policy language

as the Drug and Alcohol Abuse Policy they shall adhere to and make part of this Agreement. The National Express' Drug and Alcohol Policy, effective April 12, 2018 has been reviewed. Such provisions are expressly made part of this Agreement. Furthermore, it is agreed that the Voluntary Rehabilitation language in the policy is intended to protect an employee's job should an employee utilize that section of the policy. Any reference to termination in the Voluntary Rehabilitation section does not apply to this Agreement.

B. The Company shall offer an (EAP) Employee Assistance Program to all employees at no cost to the employee.

#### **SECTION 60. ACCESS TO PREMISES**

The Company agrees to admit to its facility, during its operating hours, the authorized representative of the Union for the purpose of observing the application of this Agreement, to investigate working conditions and adjust grievances. These activities may not interrupt the Company's working schedule or interfere with the work of employees.

The Union representative will inform the facility manager, Company supervisor, or office personnel on duty that they are on the property. The Union representative will observe all Company rules and safety rules while on the Company's premises. In the event of a change of representatives, the Company will be notified in writing.

#### **SECTION 61. TERM OF THIS AGREEMENT**

This Contract shall become effective on the July 1, 2021, except as otherwise provided herein, and shall remain in full force and effect up to and including June 30, 2024. If under this Agreement the Contractor, Transdev, does not procure an extension of the Contract with the SolTrans, then Transdev shall not be held liable to abide by this Contract.

***\$600 one-time Ratification Bonus will apply to all ATU collectively bargained employees.***

FOR THE COMPANY  
TRANSDEV SERVICES, INC.

FOR THE UNION  
AMALGAMATED TRANSIT UNION  
LOCAL DIVISION 192



DocuSigned by:



711DB88C7AA44B5

VP of Finance, Transdev  
Elena Daempfle

7/10/2021